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GENERAL TERMS AND CONDITIONS OF BUSINESS – ARENA ZAGREB FACILITY

INTRODUCTION

These General Terms and Conditions apply to the Arena Facility, Vice Vukova 8, Zagreb, which is leased by Zagreb Holding Ltd – Subsidiary Arena Zagreb on the basis of the Lease Agreement concluded on 14 June 2007 with the company Lanište d.o.o.

Pursuant to Article 12.1 of the Lease Agreement, Zagreb Holding Ltd is entitled to sublet the Business Premises in Arena to Third Parties.

For the purposes of this general document, the following terms shall have the meanings set out below:

“Arena Facility” means Arena Zagreb Facility, comprising a multipurpose building with a multifunctional hall and all outdoor and indoor Business Premises and ancillary areas, including outdoor and indoor parking areas.

“Business Premises” include:

- the large hall with auxiliary rooms,
- the small hall,
- indoor and outdoor business premises,
- indoor and outdoor parking areas.

“Events” mean all types of activities for which the Business Premises of the Arena Facility are leased. Events may be:

- *large* – referring to events which may be open or closed to the public, such as fairs, concerts, competitions, performances, exhibitions and the like;
- *small* – referring to events which are not open to the public, such as commercial shoots, photography sessions, film shoots and the like.

“Organiser” means a natural person or legal entity that organises an event that is the subject of the Lease, and may be either a Lessee or a Lessee’s contractor/partner.

“Third Parties” means all natural persons and legal entities.

“Contractors/Partners” means all natural persons and legal entities engaged by the Lessee, including organisers, performers, collaborators and all other natural persons and legal entities involved in the organisation, performance and/or presentation of an event.

"Sublease Agreement" means the agreement which the Lessee concludes with Zagreb Holding Ltd – Subsidiary Arena Zagreb for the lease of the Business Premises of the Arena Facility.

"Security Manager" means an authorised representative of Lanište d.o.o. responsible for the security and protection of the Facility.

"Lease" for the purposes hereof means the subleasing of the Business Premises of the Arena Facility to Third Parties, which Zagreb Holding Ltd is entitled to do pursuant to Article 12.1 of the Lease Agreement.

"Lessee" means any legal entity or natural person that is in a business relationship with Zagreb Holding Ltd – Subsidiary Arena Zagreb.

Agreements concluded by Zagreb Holding Ltd – Subsidiary Arena Zagreb with Lessees include, without limitation, in particular the following:

- sublease agreements for the large hall with auxiliary rooms,
- an agreement on the use of the small hall,
- a sublease agreement for indoor and/or outdoor Business Premises,
- a sublease agreement for indoor and/or outdoor parking areas.

GENERAL PROVISIONS

Article 1

These General Terms and Conditions apply to all natural persons and legal entities, i.e. to all visitors, users of the leased premises, event organisers, and Third Parties who, on any grounds whatsoever, enter into a business relationship with Zagreb Holding Ltd – Subsidiary Arena Zagreb and/or are present within the premises of the Arena Facility.

By entering the Facility or by signing an agreement, it shall be deemed that the relevant party has been acquainted with these General Terms and Conditions and accepts them in full.

RIGHT TO LEASE

Article 2

The right to lease may be granted to natural persons and legal entities that:

- have no outstanding debts towards Zagreb Holding Ltd;
- have duly settled all obligations under all sublease agreements concluded with Zagreb Holding Ltd – Subsidiary Arena Zagreb;
- within the past five (5) years, have not acted in breach of the provisions of Article 34 of these General Terms and Conditions in areas and premises managed by institutions founded by the City of Zagreb, or by commercial companies owned by the City of Zagreb, nor on public areas for the use of which the City of Zagreb issues permits for the purpose of organising public events;

- have not, for the purpose of organising and implementing events, engaged event organisers, performers and/or other Contractors/Partners who, within the past five (5) years, acted in breach of the provisions of Article 34 of these General Terms and Conditions in areas and premises managed by institutions founded by the City of Zagreb, or by commercial companies owned by the City of Zagreb, nor on public areas for the use of which the City of Zagreb issues permits for the purpose of organising public events.

Article 3

Third parties may acquire the right to lease the Business Premises within the Arena Zagreb Facility on the basis of a duly executed relevant sublease agreement, which shall, depending on the type of agreement, define the following: the obligations of Zagreb Holding Ltd – Subsidiary Arena Zagreb and the Lessee, the Business Premises to be leased, the type of lease depending on the type of event, the time of holding the event, special conditions for individual events, the term of the lease, the lease fee, the method and deadlines for payment, conditions for price changes, additional technical requirements, conditions for vacating the premises and handover, security requirements and all other terms and conditions applicable to leasing the Arena Facility.

Article 4

Zagreb Holding Ltd – Subsidiary Arena Zagreb reserves the right, without stating reasons, to reject a third party's request to lease the Business Premises of the Arena Facility.

Article 5

The Lessee shall not be entitled to sublease the Business Premises of the Arena Facility.

RESERVATION OF TIME SLOTS AND LEASE

Article 6

Third parties shall check the availability of time slots for leasing the Business Premises in the Arena Facility by sending an enquiry to the email address rezervacije.arena@zgh.hr. The enquiry must include:

- the proposed date and time of the event, and
- details regarding the type of event.

Information on the performers who will appear at the event shall be provided by the third party prior to the conclusion of the sublease agreement.

Article 7

A time slot shall be deemed reserved once Zagreb Holding Ltd – Subsidiary Arena Zagreb confirms it in writing.

Article 8

Based on the reserved time slot, Zagreb Holding Ltd – Subsidiary Arena Zagreb shall issue a quotation.

Article 9

The third party shall be obligated to conclude a sublease agreement with Zagreb Holding Ltd – Subsidiary Arena Zagreb no later than within sixty (60) days from the confirmation of the reservation. Failing that, it shall be deemed that the third party has withdrawn from the reserved time slot.

Article 10

If, during the sixty (60) day period referred to in Article 9 of these General Terms and Conditions, Zagreb Holding Ltd – Subsidiary Arena Zagreb receives another enquiry for the same reserved time slot, the third party that reserved the slot shall have five (5) days to sign the sublease agreement for the Business Premises. The five (5) day period shall commence on the date on which the notice is sent to the third party notifying it that another enquiry has been received for the already reserved time slot. Failing that, it shall be deemed that the third party has withdrawn from the reserved time slot.

Article 11

The subject of the lease in the Arena Facility may include hall space (the large and small hall, depending on the type of event) as well as additional areas such as: changing rooms, restaurant, kitchen, space for press conferences, souvenir sales, various types of exhibition areas during a large event, provision of catering/hospitality services, parking areas and the like.

Article 12

The lease fee shall be calculated based on the number of performances for events such as concerts, various types of shows and similar events, and on a per-day basis for events such as tournaments, congresses, conferences, seminars, exhibitions, rehearsals, training sessions, fairs and similar events. Utility/overhead costs are included in the lease fee.

Article 13

The Lessee shall be entitled to use the necessary installations and utilities, including water supply, electrical, sewerage and other installations serving the Business Premises that are the subject of the lease.

PRICE LIST

Article 14

The prices for subleasing the Business Premises in the Arena Facility are set out in the Price List of Zagreb Holding Ltd – Subsidiary Arena Zagreb.

Article 15

Zagreb Holding Ltd – Subsidiary Arena Zagreb reserves the right to amend the Price List.

PROMOTIONAL ACTIVITIES

Article 16

Upon becoming aware that the organiser has officially announced information about an event and/or has commenced ticket sales for an event for which the Business Premises in the Arena Facility have been leased, Zagreb Holding Ltd – Subsidiary Arena Zagreb shall be entitled to publish the event date and title on its official website.

Article 17

The organiser may request that Zagreb Holding Ltd – Subsidiary Arena Zagreb publish information about the event on the official website of Zagreb Holding Ltd – Arena Zagreb Subsidiary, and for that purpose shall provide the visuals and promotional announcement text.

The submitted materials shall, following prior review and approval, be published on the official website of Zagreb Holding Ltd – Subsidiary Arena Zagreb as soon as reasonably possible.

Article 18

Zagreb Holding Ltd – Subsidiary Arena Zagreb reserves the right, without stating reasons, not to publish the materials submitted under Article 17 of these General Terms and Conditions.

OBLIGATIONS OF THE LESSEE

Article 19

The Lessee undertakes to obtain all required statutory approvals, permits and authorisations for the organisation of the event. The Lessee shall be solely and exclusively responsible for any consequences arising from the failure to obtain the necessary permits, approvals, certificates and authorisations, for any permits, certificates and authorisations obtained incompletely and/or belatedly, as well as for any loss incurred on that basis.

Article 20

Prior to the commencement of large events, and no later than within the deadline stipulated in the agreement, the Lessee shall submit to Zagreb Holding Ltd – Subsidiary Arena Zagreb:

- an approval for holding the event issued by the competent police authority;
- evidence that the required number of police officers has been secured for maintaining public order with the competent police authority;
- the contact details of the person in charge of the public gathering;
- evidence that the event has been duly notified to the Croatian Composers' Society (HDS) and the approval of the Copyright Protection Service for Music Rights (ZAMP);
- evidence that a sufficient number of stewards/security personnel has been arranged, in coordination with the Security Manager, in order to ensure adequate security and protection of the Facility during the event;
- accreditations enabling unrestricted movement of the hall administrator(s);
- an insurance policy concluded with an insurance company, to be in place by the time of taking back possession of the Arena Zagreb premises, in accordance with the contractual provisions.



The Lessee shall be required to carry out a risk assessment in relation to the event and, in accordance with the results of such risk assessment, ensure the presence of an emergency medical team and/or an on-call physician, and ensure the presence of an on-call professional fire brigade in accordance with applicable legal provisions.

Article 21

The Lessee shall not be entitled to commence ticket sales for an event to be held in the Business Premises of Facility Arena without the approval of Zagreb Holding Ltd – Subsidiary Arena Zagreb.

Article 22

The Lessee shall ensure that, during the event in the Arena Facility, single-use cups and single-use packaging are not used and/or distributed, and that glass cups are not used.

Single-use packaging means non-returnable packaging that is not reusable, but is conceived, designed and placed on the market solely for single-use purposes, and for which no effective system of return and reuse exists.

Article 23

The Lessee undertakes to use the subleased Business Premises solely and exclusively for the purpose for which such premises are subleased, and for the organisation and performance of the agreed event. The Lessee shall not be entitled to carry out any activities in the said Business Premises other than those specified in the sublease agreement.

Article 24

Throughout the sublease of the Business Premises, including the use of equipment in the Arena Facility made available to the Lessee, the Lessee shall act with the due care of a prudent businessperson and ensure that such premises and equipment are used appropriately, in accordance with the prescribed rules of the Arena Zagreb Facility and all laws and subordinate regulations applicable to the relevant type of sublease.

Article 25

The Lessee shall ensure that its employees and Contractors/Partners use the Business Premises in the Arena Zagreb Facility in an appropriate manner and that they handle the equipment and installations in the Arena Zagreb made available to the Lessee conscientiously and with increased due care.

Article 26

The Lessee shall be obligated to comply with all occupational health and safety measures, fire protection measures, environmental protection measures, measures for the rational use of energy, workplace hygiene measures, and other measures of workplace conduct, all in accordance with applicable laws and the rules of the Arena Zagreb Facility.

CONTRACTORS/PARTNERS

Article 27

For the purpose of organising and holding an event, the Lessee may engage Contractors/Partners.

The Lessee shall ensure that its Contractors/Partners comply with all rules applicable to the sublease of the Arena Facility and with all applicable legislation, as well as with these General Sublease Terms and Conditions, and shall be solely and exclusively liable vis-à-vis Zagreb Holding Ltd – Subsidiary Arena Zagreb for the organisation, implementation and/or presentation of the event (including any manifestation, fair, concert and the like), as well as for any damage caused by any contractor/partner.

The provisions of Articles 27 and 28 of these General Sublease Terms and Conditions shall apply *mutatis mutandis* to all other leases of Business Premises within the Arena Zagreb Facility.

EVENT VISITORS

Article 29

During the sublease of the Business Premises for the purpose of organising an event in the Arena Facility, event visitors shall be obligated to comply with the House Rules published on the official website.

HANNOVER

Article 30

The Lessee undertakes that, upon termination of the sublease, it shall vacate the Business Premises that were the subject of the sublease and remove all items and equipment therefrom, in accordance with the provisions of the concluded sublease agreement.

Article 31

Upon handover of the Business Premises following the end of the sublease, a handover report shall be drawn up recording the condition of the premises, installations and equipment, any damage thereto, and their condition after the event has been held, i.e. upon termination of the sublease.

LIABILITY FOR DAMAGE

Article 32

The Lessee shall be liable for any and all damage suffered by Zagreb Holding Ltd – Subsidiary Arena Zagreb as a result of the Lessee's failure to perform, improper performance, or delay in performing any obligation of the Lessee provided for under these General Sublease Terms and Conditions, the concluded sublease agreement, and/or applicable law.

Zagreb Holding Ltd – Subsidiary Arena Zagreb shall not assume liability for any damage caused, during the term of the sublease, to the installations, equipment and furniture brought into the Business Premises by the Lessee.

If, during the term of the sublease, any damage is caused to Third Parties as a result of the Lessee's activities carried out in the premises, the Lessee shall be solely liable for such damage.

If any injured parties, on any grounds whatsoever, assert and successfully recover damages from Zagreb Holding Ltd – Subsidiary Arena Zagreb, Zagreb Holding Ltd – Subsidiary Arena Zagreb shall have a right of recourse against the Lessee for the total amount of compensation paid to such parties, including court costs, statutory default interest and any other costs related to the payment of such damages.

The Lessee shall be liable for any damage caused to the Arena Facility by visitors and/or other participants of the event.

Article 33

For the purpose of compensating any potential damage referred to in Article 32 of these General Terms and Conditions, the Lessee shall be obligated to provide an insurance policy in accordance with the provisions of the sublease agreement.

PROTECTION OF PUBLIC ORDER AND PEACE; PROTECTION OF GOOD STANDING, HONOUR AND REPUTATION

Article 34

For the purpose of protecting public order and peace and preserving the constitutional values of the Republic of Croatia, and in accordance with the Conclusion of the City Assembly of the City of Zagreb dated 11 November 2025 (Official Gazette of the City of Zagreb, 37/2025), organisers and performers shall not be permitted to use, encourage the use of, or approve the use of insignia, slogans or messages that glorify, incite and/or endorse national, racial or religious hatred, nor to use fascist or Ustasha symbols or salutes, including the salute "Za dom spremni".

Article 35

In the event of conduct contrary to the provisions set out in Article 34 of these General Terms and Conditions in areas and premises managed by institutions founded by the City of Zagreb or by companies owned by the City of Zagreb, and on public areas for the use of which the City of Zagreb issues permits for the purpose of organising public events, no new sublease agreements or agreements for other use of the Arena Facility or other areas managed by Zagreb Holding Ltd – Subsidiary Arena Zagreb shall be concluded with such Lessees for a period of five (5) years from the date of such conduct.

The provisions of Articles 34 and 35 of these General Terms and Conditions shall apply to all Lessees of the Arena Facility and to all engaged Contractors/Partners, organisers and performers.

Article 36

For the purpose of verifying conduct referred to in Article 35, Zagreb Holding Ltd shall be entitled to use all available technical and other means.

Article 37

During the term of the contractual relationship, the Lessee shall be obligated to refrain from actions and statements that could be considered offensive, discriminatory, unlawful, immoral, or otherwise unacceptable to the public, i.e. which could harm the reputation of Zagreb Holding Ltd.

Article 38

In the event of any actions and/or statements referred to in Article 37 of these General Terms and Conditions, Zagreb Holding Ltd – Subsidiary Arena Zagreb reserves the right to terminate the sublease agreement and to undertake any other appropriate actions for the purpose of protecting the rights and interests of Zagreb Holding Ltd.

FINAL PROVISIONS

Article 39

These General Terms and Conditions of Business for the Arena Facility shall apply as of the date of their adoption and shall be published on the official website of Zagreb Holding Ltd – Subsidiary Arena Zagreb.

Article 40

Zagreb Holding Ltd – Subsidiary Arena Zagreb reserves the right to amend these General Terms and Conditions of Business for the Arena Facility at any time. Any amendments shall enter into force on the date of publication on the official website of Zagreb Holding Ltd – Subsidiary Arena Zagreb.

Date of adoption: 18 December 2025

SUBSIDIARY MANAGER
Sretan Šarić

ZAGREBACKI HOLDING
d.o.o.
PODRUŽNICA Arena Zagreb
Zagreb, Vice Vukova 8