

General Terms and Conditions (GTC)

Benjamin Wedemeyer / UnityVision LLP

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The latest version of these GTC can be accessed on the Production's website:

<https://benjamin-wedemeyer.com/en/gtc>

These General Terms and Conditions are designed to ensure clarity, fairness, and a smooth collaboration. They provide structure and mutual protection while leaving room for creativity and trust.

1. Scope of Application and Contractual Parties

1.1. Contractual Parties

These General Terms and Conditions (GTC) govern the cooperation between:

Benjamin Wedemeyer, hereinafter referred to as the "Filmmaker"; and

UNITY VISION LLP, a company incorporated under Canadian law, with its registered office at 329 Howe St, Unit #690, Vancouver, BC V6C 3N2, Canada, and registered in the British Columbia Corporate Registry under registration number LL0002883, represented by Benjamin Wedemeyer, hereinafter referred to as the "Production Company";

The *Filmmaker* and the *Production Company* shall hereinafter be referred to collectively as the "**Production**".

The contract is concluded between the Production Company (UnityVision LLP) and the Client.

The Filmmaker acts on behalf of the Production Company.

All intellectual property rights, usage rights, and exploitation rights created within the scope of the project shall vest in the Production.

The Production includes the Filmmaker as the creative author and underlying rights holder.

In the event of a dissolution, restructuring, or termination of the Production Company, all granted rights shall remain fully valid and transfer to the Filmmaker as the original author, without restriction.

1.2. Scope of Application

The services and offers outlined in the corresponding agreement form part of these terms. Any deviations from these terms must be confirmed electronically.

2. Usage Rights, Transfer of Rights, Publication & Material

2.1. Consent to Recording

The Client irrevocably agrees that the Production may create and use audio and visual recordings of their person or property.

2.2. Transfer of Rights

The Client grants the Production a broad, transferable, worldwide, and perpetual right to use, reproduce, edit, publish, license, and commercially exploit the recorded material, in whole or in part, across all media and formats.

This includes, but is not limited to, use for:

- the Production's own projects,
- third-party collaborations,
- artistic, documentary, editorial, and commercial purposes,
- licensing to third parties,
- future derivative works.

Such use shall always respect applicable personality rights, data protection laws, and the dignity of the persons depicted.

2.3. Usage Rights

The Client is granted non-exclusive usage rights for the final product in accordance with the intended purposes as outlined in the offer.

Exclusive rights may be acquired for an additional fee, the amount of which will vary depending on the scope and intended use.

2.4. Raw Material

Raw footage, additional shots, and unedited material remain the property of the Production and may be used for self-promotion or other projects, unless otherwise agreed upon in a separate, written agreement.

Unless explicitly agreed otherwise, raw material is not part of the offer, and the Production is under no obligation to provide it to the Client. Should the Client wish to access the raw material and the Production agrees, this can be arranged for a separate licensing fee, provided that the final approval is made by the Production or the material is edited by a professional editor.

The Production reserves the right to delete the raw material after project approval and is under no obligation to archive it.

2.5. Publication

The Client is only permitted to publish and distribute the version that has been finalised and approved by both the Client and the Production.

Any subsequent editing, alteration, or addition (such as adding logos, text, filters, or cuts) is only allowed with the electronic consent of the Production.

3. Contractual Relationship and Project Execution

3.1. Commencement of the Contract and Communication

The contract takes effect upon the Client's written acceptance of the offer and applies to all related orders and projects.

All communication during project execution may take place electronically, primarily via email or messaging services (such as WhatsApp and Telegram).

3.2. Client Obligations

The Client agrees to:

- respond to inquiries from the Production within a reasonable timeframe (maximum 60 hours);
- provide necessary materials (e.g., logos, fonts) promptly to avoid delays; and
- credit and link the Production in any public use (e.g., Instagram, YouTube, website, print) in an appropriate form, if applicable.
e.g. film by Benjamin Wedemeyer; Instagram: @benjawede;
Website: www.benjamin-wedemeyer.com

3.3. Meals, Travel, and Accommodation

The Client is responsible for providing adequate meals, travel, and accommodation for the Production crew, depending on the length and location of the shoot. For shoots exceeding 4 hours in duration, the Client is required to provide meals for the crew. For shorter shoots, meal provisions are not included. The specific details of the meals and accommodations (e.g., type of meal, hotel standards, etc.) should be agreed upon in advance.

If no specific arrangements are agreed in advance, reasonable local standards shall apply.

3.4. Approval

The project will be deemed accepted upon written confirmation or implicitly if the Client does not provide feedback within 14 days.

- Each project includes two rounds of revisions, which begin when the Client submits a complete list of requested changes and ends when the revised version is delivered by the Production.
- Any revisions beyond the agreed two rounds will incur an additional charge at the agreed hourly rate, or €90 per hour if no rate has been specified. These additional revisions will be confirmed in writing before proceeding.

If the Client grants the Production unrestricted creative freedom ("Do as you wish", "Artistic freedom"...), the Client accepts that any subsequent changes can

only be made within a reasonable scope, and that any additional changes beyond this are not included in the original price and will only be considered for an additional fee.

4. Payment Terms

4.1. Invoicing

The total price is specified in the offer and is subject to the following payment terms:

- The Production is entitled to issue invoices for services already rendered at any time, particularly for:
 - Advance payments for travel costs,
 - Costs for subcontractors,
 - Partial services already completed.

The Client accepts the possibility of an individual payment structure, such as a three-part arrangement (e.g., 1/3 upon order confirmation, 1/3 after completion of shooting, 1/3 upon final delivery).

4.2. Payment Deadlines

Payments are due according to the payment terms stated in the offer or on the invoice.

If no specific payment term is stated, the amount is due within 14 days after invoicing.

4.3. Late Payment Fees

In case of late payment, a fixed late fee applies as follows:

- €30 for invoices up to €499
- €60 for invoices from €500 to €1,499
- €85 for invoices from €1,500 to €9,999
- €220 for invoices of €10,000 and above

In addition, interest of 9% per annum will accrue on the outstanding amount, calculated daily from the due date until full payment is received.

This clause applies as a contractual agreement between the parties and in addition to any statutory rights.

Persistent non-payment may result in suspension of ongoing work and withholding of deliverables until settlement.

4.4. Reverse Charge & VAT

Clients from the EU, Switzerland, and the UK with a valid VAT ID are subject to the reverse charge procedure (VAT liability of the recipient).

Private clients will pay the applicable VAT in addition to the agreed net price.

5. Cancellation & Refund

5.1. Cancellation Fees

- More than 7 days before production begins: The Client will be charged a cancellation fee of 15% of the total project price.
- Less than 7 days before production begins: The Client will be charged a cancellation fee of 30% of the total project price reflecting reserved production time, blocked capacity, and preparation costs.
- After production has started: The cancellation fee will be calculated based on the work already completed (including pre-production, shooting, or post-production activities).

5.2. Additional Costs:

In addition to the cancellation fee, the Client shall cover all costs already incurred (e.g., travel, accommodation, third-party services), which will be invoiced separately.

6. Limitation of Liability

For events and public or private orders (e.g., event films, weddings, after-movies), the Client must ensure that all involved parties (e.g., guests, employees, property owners) whose rights may be affected have granted written or otherwise legally valid consent for the recording and publication. The Production is not liable for any claims arising from the Client's failure to obtain such consents.

The Client is responsible for obtaining the proper licences for all provided third-party content (e.g., music, graphics, logos, fonts). The Client will be liable for any copyright infringements.

The Production is responsible for damages to its equipment caused by normal handling and operator error. This does not apply where damage is caused or contributed to by external conditions or risks under the Client's responsibility.

The Client shall be liable for damages to equipment caused by:

- hazardous conditions at the venue,
- lasers, pyrotechnics, lighting systems, or special effects,
- audience members, staff, performers, or third parties under the Client's control,
- conditions not disclosed in advance that pose an increased risk to equipment.

For productions involving increased physical or environmental risk (e.g., extreme weather, climbing, water, crowds, or restricted access), the Client acknowledges the elevated risk and agrees that such risks are inherent to the production and do not constitute grounds for liability claims against the Production.

The Production is only liable for intentional acts or gross negligence. Liability for slight negligence is excluded unless fundamental contractual obligations have been breached and this is permitted by law.

The maximum liability is limited to the project price. Indirect damages (e.g., loss of profit) are excluded.

Liability for personal injury shall be governed by the applicable statutory provisions. The Client is responsible for securing their own insurance for such risks.

The Production is not liable for damages arising from the use of the recordings by third parties.

7. Data Privacy and Confidentiality

The Production processes personal data solely for the purpose of contract execution, communication, project delivery, and compliance with legal retention obligations.

The Production acts as an independent data controller within the meaning of applicable data protection laws (including GDPR).

Appropriate technical and organizational measures are implemented to protect personal data during storage, transfer, and processing.

The Production is not liable for data breaches, leaks, or unauthorized access occurring on the Client's systems, platforms, devices, or third-party services used by the Client.

Project files and deliverables may be transmitted electronically using secure communication and file-transfer services.

The Client acknowledges that absolute data security cannot be guaranteed in digital communication.

Confidential information disclosed by the Production may not be shared with third parties without prior written consent.

8. Dispute Resolution, Jurisdiction & Applicable Law

8.1. Mediation

In case of a dispute, an out-of-court solution through neutral mediation will be pursued first.

8.2. Jurisdiction & Applicable Law

This agreement shall be governed by the laws of the Federal Republic of Germany.

Jurisdiction and place of performance shall be the registered residence of the Filmmaker at the time of contract conclusion.

The Production Company (UnityVision LLP, Vancouver, Canada) operates as the contractual entity, but the governing law and place of jurisdiction remain in Germany.

9. Force Majeure

The Production shall not be liable for delays or damages caused by force majeure (e.g., natural disasters, “pandemics”, strikes).

The contract may be suspended or terminated by either party due to ongoing force majeure, without any liability or obligation for compensation on the part of the Production. Any costs incurred up to that point will be borne by the Client. Efforts will be made to find a replacement date.

10.Changes and Additional Agreements

These GTC are binding. Any changes must be electronically agreed upon by both parties.

Subsequent or last-minute changes on set and during production may incur additional costs if they are not obviously foreseeable and reasonable; these must be agreed upon in advance.

If any points of the offer contradict the GTC, the points in the offer shall prevail.

11.Final Provisions

11.1. Severability Clause

Should any individual provisions of this agreement be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that most closely reflects the economic intent pursued by the parties. The same applies if the contract contains gaps.