

General Terms and Conditions of

format:c live communication GmbH

(hereinafter also referred to as the Contractor or format:c)

Status September 2026

1 General

For the business relationship between format:c live communication GmbH and the Client, all offers and services of format:c are subject exclusively to the following General Terms and Conditions in the version valid at the time the order is placed.

1.1 All orders accepted by format:c are subject to the following terms and conditions. They are deemed to have been recognised by the client with the written order confirmation.

1.2 Any deviating agreements, order confirmations or terms and conditions of the Client require the written consent of format:c in order to be valid.

1.3 The written order confirmation is exclusively authoritative for the scope of the order and its fulfilment. Verbal or telephone orders must be immediately followed up in writing (also possible by email) and shall only be deemed recognised after written confirmation. If this is not done, any consequences arising from transmission errors due to failure to comply with the written form shall be borne exclusively by the client.

1.4 The client assumes full material and legal responsibility for the source materials supplied by him. The Client shall indemnify format:c from third-party claims.

1.5 The co-operation between the parties is based to a large extent on trust, cooperation and willingness to reach an agreement. Therefore, deadlines set by both parties must be at least five working days. The service provider must respond immediately to the setting of a deadline.

2. Scope of application

2.1 These General Terms and Conditions apply to services of all kinds, including those provided by third parties acting as agents of format:c, unless otherwise agreed in writing.

2.2 The provisions of these General Terms and Conditions shall only apply if format:c has made individual written agreements with the Client to the contrary.

2.3 Contractual partners of these General Terms and Conditions, hereinafter referred to as 'Client', may be natural persons, legal entities or partnerships with legal capacity.

3. remuneration

3.1 The order confirmation contains the individual terms of payment for the order. The terms of payment shall be deemed accepted upon written confirmation of the order. Unless otherwise stated, payments are to be made within 14 days without deductions.

3.2 All prices and price quotations are quoted in EURO, even if not expressly designated as such. The prices quoted are net prices plus VAT of currently 19 per cent. Third-party rights, fees incurred from third parties, as well as any other tax or ancillary charges to be observed or dutifully paid shall not be deemed to be automatically included, but rather as additional services to be shown separately. This does not apply to KSK services where format:c is clearly the first user and must pay the services directly.

3.3 All payments are to be made without deductions. If the Contractor grants a discount, this shall only apply if a payment deadline of 3 working days is observed.

3.4 The Contractor undertakes to plan travel costs (catering, accommodation, travel expenses) in a cost-efficient manner within the scope of the order. All travel and accommodation costs, tolls and parking fees as well as expenses not listed in the offer shall be incurred additionally and shall be invoiced separately (with receipts upon request).

3.5 In accordance with Section 286 (3) BGB, the client shall be in default no later than 30 days after receipt of the invoice and the due date of the payment claim, without the need for an express reminder. From the beginning of the delay, the client is obliged to compensate for the damage caused by the delay and to pay interest on arrears and reminder fees.

3.6 format:c sends payment reminders by email with read confirmation. These are generally deemed to have been delivered if there is no conflicting notification from the e-mail service. The first payment reminder is free of charge. The second payment reminder includes reminder fees within the legally defined framework.

4. Cancellation conditions, postponement of services, cancellation of an event

4.1 In the event of cancellation by the Contractual Partner during the project, format:c shall charge the Contractual Partner the following percentages of the original contractual fee as a cancellation fee:

- Up to six months before the start of the event* or completion of the commissioned service 20%**
- From six months to three months before 35

- From three months to eight weeks before 60%,
- From eight weeks to four weeks before 80%,
- From four weeks before 100%.

*The planned arrival of the first employee of format:c live communication GmbH or a third party commissioned by format:c live communication GmbH on site (including for rehearsals or set-up) is deemed to be the start of the event. For remote events, the start of the readiness of the first employee or authorised third party shall apply.

** Completion of the commissioned service shall be deemed to be the agreed delivery date. If no specific date has been agreed, the latest possible completion date shall apply. The time 00:00 on the date determined shall apply.

If the total costs incurred by the Contractor up to the time of cancellation and not yet fully compensated by partial payments exceed the cancellation percentage applicable at the time of cancellation, the costs incurred in excess of the cancellation amount, including the costs of third parties, shall be reimbursed in full by the contractual partner.

4.2 In the event of cancellation, even of partial services, the Contractor reserves the right to charge fees and to invoice all partial services already rendered plus further cancellation costs due to additional agreements, e.g. artists, catering, technical equipment, seating, personnel, etc., which will be shown and invoiced separately.

4.3 If the Client withdraws from the agreed contract through no fault of format:c, the Client shall be liable for all costs incurred up to the time of withdrawal plus cancellation fees.

4.4 Postponements of an order require a feasibility check by the contractor. Subsequently, a new offer must be prepared by the Contractor, stating the additional costs incurred as a result of the postponement. This offer must be confirmed again in writing by the Client; only then is the postponement effective and accepted by both parties. format:c reserves the right to cancel an order at any time if it cannot be realised due to postponement. The cancellation conditions apply.

4.5 In the event of cancellation during an event, the entire service shall be considered fulfilled and format:c shall be paid in full in accordance with the contract/offer.

4.6 In cases of force majeure, format:c reserves the right to charge in full for partial services rendered and to charge for cancellation if it is legally entitled to do so.

5. Liability

5.1 The contract shall run for the term specified in the order confirmation. The right of cancellation remains unaffected. format:c shall only be liable for timely and high-quality execution if the Client has properly fulfilled its contractual obligations, in particular those relating to the timely provision of project-relevant materials and the timely acceptance of partial services as well as timely payment.

5.2 No liability shall be assumed for defective or delayed deliveries or services of external companies engaged on behalf of the Client, unless format:c is proven to have intentionally or grossly negligently violated its duty of care and/or supervision in the selection and monitoring of external companies. If necessary, the Client may demand the assignment of format:c's claims against third parties.

5.3 format:c is not liable for items brought in by the Client, unless format:c has caused or facilitated the damage or theft of the items through intentional or grossly negligent behaviour.

5.4 Claims for compensation for damages of any kind, including damages that have not occurred to the object of performance itself, for example from delay, impossibility of performance, positive breach of contract, culpa in contrahendo and tort, are excluded, unless the damage was caused by intentional or grossly negligent action and provided that the exclusion of claims for compensation does not frustrate or jeopardise the fulfilment of the contract.

5.5 Liability for (consequential) damage not typical of the contract is excluded. This also applies to gross negligence.

5.6 format:c is liable for intent and gross negligence. For slight negligence, format:c is only liable for breach of a material contractual obligation (cardinal obligation) and for damages resulting from injury to life, body or health.

5.7 In the event of slight negligence, liability is limited to the amount of foreseeable damage that can typically be expected to occur. In any case, liability is limited to the agreed remuneration.

5.8 format:c shall not be liable for the loss of data to the extent that the damage is due to the fact that the Client has failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.

5.9 The limitation of liability applies to the same extent to the vicarious agents of format:c.

6. Film production

6.1 In the case of film productions, the Contractor shall ensure that all necessary filming authorisations are properly obtained, unless otherwise agreed in individual contracts. Any additional fees incurred shall be charged separately.

6.2 The Contractor undertakes to ensure appropriate filming insurance (material and persons) for the filming days, should this be necessary/required depending on the cost of the filming.

6.3 All persons filmed must give their full written consent to the use of the material. The legal responsibility for this lies with the client. If necessary, format:c shall be commissioned to obtain these consents, but shall only do so expressly at the behest of and on behalf of the Client.

6.4 The Contractor undertakes to obtain all music rights, voiceover rights, image rights and other rights of other parties involved or affected parties without restriction and to properly pay any fees to third parties. Any costs for exploitation rights not listed in the offer (e.g. TV or cinema performance rights, rights for advertising placements, etc.) shall be incurred additionally.

6.5 Existing corporate identity documents and graphic elements of the Client to be included in the film must be provided to the Contractor in digital form at least two weeks before the start of editing. format:c shall specify which file formats are to be provided for the respective film project. If required, format:c will prepare a separate offer for the creation of belly bands, 3D animations and other graphic elements. All texts to be typographically incorporated into the final product must be communicated to format:c in writing at least two weeks before the start of editing. format:c accepts typography, spelling, grammar and typesetting exactly as specified. Liability for subsequent corrections despite format:c's correct acceptance of the information is the sole responsibility of the Client.

6.6 Unless otherwise stated, all of the above-mentioned services do not include a correction loop. Correction loops will only be provided after a written order has been placed and will be charged separately.

6.7 The Client is obliged to accept the film if it complies with the agreement and the current quality standard. Even if the film deviates from the agreements made or the concept/screenplay, but these deviations have been incorporated at the request of the client, the client is obliged to accept the film. Flavour returns are generally excluded.

6.8 In the case of film productions produced by format:c or with the significant participation of format:c, the title, opening or closing credits must state 'produced by format:c live communication GmbH'. At the same time, the company logo of format:c must be displayed.

7. Confidentiality

7.1 format:c and the Client are mutually obliged to protect all business and trade secrets of the other party that become known due to the contractual relationship and the execution of the contract and to ensure compliance with this obligation, also with regard to employees, by taking appropriate measures. The confidentiality obligation shall survive the term of the contract.

8. Rights

8.1 The Client receives the right to use the contractually agreed products in their final form exclusively for the agreed contractual purpose.

8.2 The Client grants format:c the right to use the concepts, graphics, stage designs, exhibition stands and any other media content created by format:c for its own immediate needs, e.g. for presentations to clients and for self-promotion, free of charge.

8.3 The Client is obliged to have format:c carry out all processing itself. Unless this is unreasonable for economic, promotional or technical reasons.

8.4 The Contractor undertakes to store project documents, raw material from media productions and other commissioned items for 3 years from the completion of the project. Separate storage contracts shall be concluded for longer storage periods, in particular for raw film material.

9. severability clause

9.1 Should individual provisions of these General Terms and Conditions be invalid or void, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

9.2 Amendments to these General Terms and Conditions and any special agreements made prior to them must be made in writing. Declarations by e-mail shall apply accordingly.

10 Place of jurisdiction

10.1 The place of fulfilment and exclusive place of jurisdiction is the registered office of format:c in Cologne.

10.2 The law of the Federal Republic of Germany (BGB, HGB) shall apply to all claims and rights arising from this contract. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

format:c live communication GmbH, September 2026