

General Terms and Conditions

Version as of 01. June 2026

1. General

Begin GmbH is a limited liability company incorporated under the laws of Austria, having its registered seat in Vienna and registered with the commercial register of the Commercial Court of Vienna under FN 661943 x.

Business Days means Monday to Friday, excluding public holidays at the registered seat of Begin.

Customer means any contractual partner of Begin for whom Services are rendered on the basis of these GTC.

GTC means these General Terms and Conditions.

Written/in writing means, unless mandatory law or individual clauses require otherwise, also communication by email.

2. Scope of application

2.1. These GTC apply exclusively to all Services of Begin rendered to entrepreneurs within the meaning of section 1 of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB). Individual offers, statements of work, service descriptions, project briefs, order confirmations and other individual agreements issued by Begin shall prevail over these GTC in the event of any conflict.

2.2. These GTC do not apply to consumers within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG). If, by way of exception, a consumer contract is concluded, these GTC shall only apply to the extent that they do not conflict with mandatory consumer protection provisions.

2.3. These GTC apply to all current and future contracts, even if no explicit reference is made to them. Contracts are all agreements concluded expressly or impliedly, in writing or orally.

2.4. Conflicting or deviating terms and conditions of the Customer shall not be accepted, even if Begin is aware of them, unless Begin has expressly agreed to their applicability. Any such consent must be given in writing by the managing directors. Silence shall not be deemed consent. Acts of performance by Begin shall not be deemed acceptance of contractual terms that deviate from these GTC.

- 2.5. Agreements deviating from or supplementing these GTC must be made in writing and shall only apply to the respective specific transaction and not to any other, in particular not to follow-up transactions.
- 2.6. The then current version of these GTC may be requested from Begin by email during an ongoing business relationship.
- 2.7. Begin is entitled to amend these GTC at any time. The amended GTC shall be communicated to the Customers by email. The changes shall be notified to the Customer and shall be deemed agreed if the Customer does not object to the amended GTC in writing within 10 Business Days. In the notification, the Customer will be expressly informed of the legal significance of silence. This fiction of consent does not apply to changes of essential service contents and fees. If the Customer does not accept the amended GTC, Begin shall be entitled to terminate the contract with immediate effect for cause.

3. Protection of concepts and ideas

If the potential customer has invited the agency in advance to prepare a concept and the agency complies with this invitation prior to the conclusion of the main contract, the following shall apply:

- 3.1. By the invitation and the acceptance of the invitation by Begin, the potential customer and Begin enter into a contractual relationship ("pitching contract"). This contract is likewise governed by these GTC.
- 3.2. The potential customer acknowledges that by preparing the concept Begin already provides cost-intensive preliminary services although the potential customer has not yet assumed any obligations to perform.
- 3.3. The concept is, in its linguistic and graphic parts, protected under the Austrian Copyright Act (Urheberrechtsgesetz) to the extent that these reach the required level of originality ("Werkhöhe"). Any use, modification or distribution of such parts without the prior written consent of Begin is not permitted to the potential customer by virtue of the Copyright Act.
- 3.4. The concept may further contain advertising-related ideas which do not reach the required level of originality and are therefore not protected as works under the Copyright Act. Such ideas are only contractually protected to the extent Begin has disclosed them to the potential customer in a concrete, documented and recognisably confidential manner and they were not previously known to the potential customer or independently developed by the potential customer.

- 3.5. The potential customer undertakes not to commercially exploit, have exploited, use or have used any creative advertising ideas, analyses and audits concretely disclosed by Begin in the context of the concept without Begin's prior consent outside of a subsequently concluded main contract.
- 3.6. If the potential customer is of the opinion that ideas, analyses and audits presented by Begin were already known to it prior to the presentation or were independently developed by it, the potential customer shall notify Begin thereof in writing, stating suitable evidence, preferably within 5 Business Days after the day of the presentation.
- 3.7. If such notification is omitted and the potential customer subsequently uses the concretely presented idea or an idea confusingly similar thereto, as well as the analyses and audits in all material respects, this shall constitute rebuttable evidence that Begin has contributed significantly to the idea used.
- 3.8. The potential customer may justify the use of such ideas by paying an appropriate remuneration plus statutory VAT corresponding to the circumstances of the individual case, provided Begin agrees to such use. Statutory claims beyond this remain unaffected.

4. Offers and conclusion of contract

- 4.1. Offers are issued by Begin in writing only. Subsequent amendments of offers shall likewise be made expressly in writing.
- 4.2. Unless stated otherwise in the offer, offers of Begin are valid for six weeks from the date of issuance.
- 4.3. A contract is only concluded upon written acceptance of the offer by the Customer.
- 4.4. Cost estimates of Begin are non-binding unless expressly designated as binding. If a significant exceeding of a written cost estimate becomes apparent, Begin will inform the Customer. Unless the Customer objects within a reasonable period, Begin may continue the work on the basis of the updated effort, provided this is objectively justified.
- 4.5. In the event of contradictions regarding the contractual content, the following order of priority shall apply: (i) offer including any annexes; and (ii) these GTC.

5. Scope and types of services

- 5.1. The agency particularly provides consulting services, workshops, keynotes, strategy and transformation services, operational campaign implementation, communication and marketing services, project management, sustainability consulting, leadership consulting and training as well

as related conceptual, creative, organisational and technical services. The exact scope of Services is determined by the offer.

- 5.2. The Services may be provided remotely, on site, in a hybrid format, at external locations, at the Customer's premises or in the context of events.
- 5.3. Unless a specific work result or other success is expressly agreed in writing, the agency owes a professional performance of Services to the best of its knowledge and belief, but not a specific economic, communicative, technical or other success.
- 5.4. Deliverables, results, work products, setups, documentations, workbooks, slides, reports or other outputs are only owed to the extent they are expressly specified in the offer.
- 5.5. Raw data, open files, editable work statuses, source materials, setup documentations or development environments shall only be owed by Begin if expressly agreed.
- 5.6. Begin does not assume any guarantee of success, revenue, reach, ranking, leads, performance or conversion, unless expressly agreed otherwise in writing.

6. Change requests and changes in services

- 6.1. Changes or extensions of the agreed scope of Services shall be agreed in writing. Begin must expressly agree to any requested change or extension. Oral arrangements are expressly excluded.
- 6.2. In particular, additional requirements, new stakeholders, additional feedback loops, new channels, additional Deliverables, scope extensions, shifts in project set-up or modified objectives shall be deemed change requests.
- 6.3. Change requests may affect timelines, remuneration, resources, third-party services and prioritisation. Begin is not obliged to implement changes prior to written agreement on their effects.

7. Customer's duties to cooperate

- 7.1. The Customer shall provide Begin with all information, documents, data, access credentials, briefings, budgets, reports, approvals and other cooperation reasonably required for the provision of the Services, fully, accurately and in a timely manner.
- 7.2. The Customer is responsible for clearing the rights in respect of the content, documents, data, trademarks, photos, logos, claims, texts, videos, music, access credentials and other materials made available by it and shall hold Begin harmless and indemnified in this regard, unless Begin has acted with wilful misconduct or gross negligence.

- 7.3. The Customer shall appoint at least one professionally qualified and authorised contact person for the duration of the project.
- 7.4. The Customer shall grant approvals, feedback, decisions and contributions without undue delay. Unless otherwise agreed, a reasonable response period set by Begin shall apply.
- 7.5. Delays, additional effort, errors or additional costs resulting from delayed, omitted, incorrect or incomplete cooperation by the Customer shall not be borne by Begin. Additional Services resulting therefrom shall be remunerated separately on a time and material basis; agreed deadlines shall be postponed accordingly.

8. Subcontractors, partners and third parties

- 8.1. Begin is entitled to render Services in whole or in part by itself, by affiliated companies or by professional subcontractors, freelancers, production partners or other third parties.
- 8.2. The engagement of third parties shall, at Begin's discretion, be in Begin's own name, in the name of the Customer or in the name of a partner. Where third-party services are to be invoiced directly between the third party and the Customer, this shall be documented separately.
- 8.3. Where Begin commissions necessary or agreed third-party services, the respective contractors shall not be vicarious agents of Begin. Where Begin coordinates third-party services, its responsibility is limited to selection and coordination within the scope of the contractually assumed Services.
- 8.4. Obligations towards third parties which extend beyond the contractual term and which have been entered into at the request or with the approval of the Customer shall be assumed by the Customer or fully reimbursed to Begin.

9. Remuneration, incidental expenses, travel expenses

- 9.1. Remuneration shall be based on the hourly rates, daily rates, lump sums, retainers or other pricing models agreed in the offer. All amounts are net, plus value added tax at the statutory rate.
- 9.2. Unless expressly agreed otherwise, incidental expenses, disbursements, third-party services, production costs, licence fees, media costs, shipping costs, venue costs, technical equipment, tickets, accommodation, travel expenses and other third-party costs shall be remunerated separately.
- 9.3. Travel time shall be deemed working time if provided for in the offer; otherwise it shall be remunerated separately on a time and material basis.

10. Invoicing and payment terms

- 10.1. Unless otherwise agreed in the offer, invoices are due and payable without deduction within 10 Business Days from transmission.
- 10.2. Begin is entitled to request advance payments, prepayments, instalments, partial invoices, monthly invoices or interim invoices, in particular in case of longer project duration, larger budgets or staged performance.
- 10.3. Begin's fees and media budgets or other third-party budgets are to be viewed and paid separately.
- 10.4. For campaigns with media budgets, Begin is entitled to commence or continue activation only after full receipt of the agreed budget or after a budget release documented in writing.
- 10.5. The Customer is not entitled to set off its own claims against claims of Begin, except where the Customer's claim has been acknowledged in writing by Begin or has been finally adjudicated.
- 10.6. For all work performed by Begin which, for whatever reason, is not implemented by the Customer, Begin is nevertheless entitled to the agreed remuneration. The offsetting rule of section 1168 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch – ABGB) is excluded.

11. Platform risks

- 11.1. Begin has no influence on decisions, policies, suspensions, rejections, delistings, reach restrictions, account suspensions, policy changes, API changes, technical restrictions or algorithm changes of platforms such as Meta, Google, LinkedIn, TikTok or other media and advertising platforms.
- 11.2. Begin therefore assumes no liability for the continuous availability, delivery, performance or restoration of campaigns, content or accounts, to the extent the cause lies within the sphere of platforms, marketers, publishers or other third parties.
- 11.3. The economic risk of the campaign, in particular with regard to reach, leads, conversion, revenue, CPM, CPC, ROAS, market response or other performance indicators, shall be borne by the Customer, unless a deviating responsibility for success has been expressly agreed in writing.

12. Project approvals and acceptance

- 12.1. Approvals are based on written proposals and drafts provided by Begin. Begin will communicate planned measures, drafts, intermediate results or Deliverables to the Customer in writing. Oral alignments, meetings or previews serve preparation only.

- 12.2. Partial approvals of individual measures, drafts, intermediate results or Deliverables are permissible.
- 12.3. The Customer shall grant approval in writing within 10 Business Days. If the Customer does not object within this period, approval shall be deemed granted.
- 12.4. Acceptance of work performances shall take place after completion and provision of the respective Deliverable. Begin may request the Customer in writing to carry out acceptance within a reasonable period; acceptance shall be deemed granted if the Customer does not raise substantiated objections regarding material defects within this period and Begin has expressly informed the Customer of this legal consequence in the acceptance request.

13. Term, termination and cancellation

- 13.1. Unless otherwise agreed on the basis of an offer, the contract is concluded on a project basis and ends upon full performance of the Services.
- 13.2. Services of Begin that are designed for a fixed term cannot be terminated ordinarily.
- 13.3. Services to be provided for an indefinite period may only be ordinarily terminated by giving three months' notice to the end of a calendar quarter.
- 13.4. The right to extraordinary termination for cause remains unaffected. Good cause exists for Begin in particular if the Customer is significantly in default of payment, if justified doubts exist regarding the Customer's creditworthiness and, upon Begin's request, the Customer neither makes advance payments nor provides adequate security prior to Begin's performance, if the Customer persistently violates duties to cooperate or unreasonably disrupts the project (see clause 14.4).
- 13.5. Workshops, trainings or on-site appointments may be cancelled by the Customer. Unless a different staggered scheme is agreed in the offer, the following cancellation fees apply: in case of cancellation from 21 calendar days prior to the date, 25%, from 14 calendar days 50%, from 7 calendar days 75% and from 3 calendar days or in case of no-show 100% of the agreed fee. Third-party costs already incurred and not avoidable shall be reimbursed in addition.
- 13.6. Rescheduling by mutual agreement is permissible. Replacement dates shall be agreed by mutual consent within a reasonable period. However, third-party services, travel services and reserved time slots already booked shall be borne by the Customer to the extent they cannot be rebooked free of charge.

14. Default, disruption of performance and interruption

- 14.1. If the Customer is in default with payments, cooperation, approvals or contributions, Begin is entitled to interrupt or suspend Services in whole or in part.
- 14.2. Performance periods and deadlines shall be extended by the period of the obstruction plus a reasonable restart and reorganisation period.
- 14.3. Restart costs, additional project management costs, renewed training, rescheduling effort and other additional expenses resulting from an interruption caused by the Customer shall be remunerated separately.
- 14.4. In case of significant default of payment or persistent breach of contract by the Customer, Begin shall, after setting a reasonable grace period, be entitled to extraordinary termination (see clause 13.5).
- 14.5. In the event of payment default, statutory default interest for business transactions shall apply. In addition, the Customer shall reimburse dunning, collection, enforcement and legal costs. For out-of-court enforcement of outstanding claims, the Customer shall reimburse Begin a lump sum of EUR 300.00 plus VAT per lawyer's demand letter. If further invoices fall due and remain unpaid after dispatch of lawyer's demand letters, the costs of further demand letters shall likewise be reimbursed at EUR 300.00 plus VAT each.
- 14.6. In case of payment default, Begin is entitled to suspend further Services until full payment, to block access, to withhold publications or go-lives and to declare all outstanding claims from the ongoing business relationship due, to the extent legally permissible.
- 14.7. In case of payment default, Begin is in particular entitled to set off open claims against third-party funds held by Begin. This includes in particular set-offs against media budget funds or other funds deposited for disbursements.
- 14.8. In the event of payment default of the Customer, Begin may declare all Services and partial Services rendered under other contracts with the Customer immediately due and payable.
- 14.9. Furthermore, Begin is not obliged to render further Services until settlement of the outstanding amount (right of retention). The obligation to pay remuneration remains unaffected.
- 14.10. If payment by instalments has been agreed, Begin shall be entitled, in the event of non-timely payment of a single instalment or ancillary claim, to demand immediate payment of the entire outstanding balance (loss of term).

- 14.11. If Begin is in default, the Customer may only withdraw from the contract after granting Begin a grace period of at least 10 Business Days in writing, which has expired without result. Claims for damages of the Customer for non-performance or default are excluded, except in cases of proven wilful misconduct or gross negligence.

15. Warranty and notice of defects

- 15.1. The Customer shall notify Begin of any defects without undue delay, but no later than within five Business Days from performance of the Services or – in the case of hidden defects – from discovery, in writing and with a precise description. If the notice is not made in due time, the Services shall be deemed approved. In such case, the assertion of warranty and damage claims as well as the right to challenge the contract on the basis of mistake due to defects is excluded.
- 15.2. In the event of a justified and timely notice of defects, the Customer shall be entitled to rectification or replacement of the delivery/Service by Begin. Begin will remedy the defects within a reasonable period, whereby the Customer shall enable Begin to take all measures necessary for inspection and defect rectification. Begin is entitled to refuse improvement if it is impossible or associated with disproportionate cost for Begin. In such case, the Customer shall be entitled to statutory rights of rescission or price reduction. In case of improvement, the Customer shall bear the costs of sending the defective (tangible) item.
- 15.3. It is the Customer's responsibility to verify the legal admissibility of the Services, in particular under competition, trademark, copyright and administrative law. Begin is only obliged to carry out a cursory review of legal admissibility. Begin shall not be liable in case of slight negligence or after fulfilment of any duty to warn towards the Customer for the legal admissibility of content if such content was specified or approved by the Customer. The Customer shall hold Begin harmless and indemnified from third-party claims in this respect.
- 15.4. The warranty period is six months from delivery/performance. The right of recourse against Begin pursuant to section 933b para 1 ABGB shall expire six months after delivery/performance. The Customer is not entitled to withhold payments due to alleged defects. The presumption rule of section 924 ABGB is excluded.
- 15.5. No warranty is assumed for defects or deviations attributable to specifications, approvals, materials, interventions, change requests or other contributions of the Customer or third parties.
- 15.6. For consulting, workshops, strategy, change and other Services where no specific work result is owed, the warranty is limited to the contractual provision of the explicitly agreed Services.

16. Liability

- 16.1. Begin and its employees, contractors or other vicarious agents shall only be liable towards the Customer for damages in cases of wilful misconduct and gross negligence. Liability for slight negligence is excluded – except for personal injuries and cases of mandatory statutory liability. The Customer bears the burden of proof for wilful misconduct or gross negligence.
- 16.2. Liability for indirect damages, consequential damages, loss of profit, loss of production, loss of data, reputational damage, consequential harm caused by defects, pure financial loss resulting from third-party decisions as well as damages caused by platform, network or system outages is excluded.
- 16.3. Any liability of Begin shall be excluded if Begin has informed the Customer of potential third-party claims prior to providing the Services or if such claims were not recognisable for Begin, whereby slight negligence shall not be detrimental. In particular, Begin shall not be liable for litigation costs, the Customer's own legal fees or costs of publication of judgments as well as for any damage claims or other claims of third parties. The Customer shall hold Begin harmless and indemnified in this respect.
- 16.4. The Customer shall hold Begin harmless and indemnified against any claims of third parties arising from content, data, rights, approvals or instructions provided by the Customer.
- 16.5. Any liability of Begin is limited in amount to the net contract value of the respective individual order, in case of continuing obligations to the net fees of the last six months prior to the damaging event.
- 16.6. Claims for damages must be asserted in court within six months from the date on which the Customer became aware of the damage, but in any event within three years from the damaging event giving rise to the claim.
- 16.7. In relation to media budgets, third-party platforms and measures approved by the Customer, Begin shall not be liable for risks arising from budget decisions, approvals, platform policies, decisions of third parties, technical interfaces, suspensions, rejections or changes to external systems, provided Begin has fulfilled its obligations regarding selection, information and coordination. Liability pursuant to the foregoing paragraphs remains unaffected.

17. Force majeure and external disruptions

- 17.1. Events of force majeure and other events beyond Begin's reasonable control, in particular illness, epidemics, natural disasters, orders of authorities, failure of energy or telecommunications networks, cyberattacks, system failures, platform outages, strikes, transport failures or comparable circumstances, shall suspend the performance obligations for the duration and to the extent of the

disruption. The affected party shall inform the other party without undue delay of the disruption and its expected duration and take reasonable measures to mitigate damages.

- 17.2. Deadlines and dates shall be postponed to a reasonable extent. Begin shall not be liable for delays caused thereby.
- 17.3. If the disruption lasts longer than six months, each party shall be entitled to terminate the affected part of the contract in writing; Services rendered up to that point shall be remunerated on a pro rata basis.

18. Intellectual property, usage rights, work results

- 18.1. All copyrights, trademarks, ownership rights and other rights in concepts, presentations, methods, frameworks, templates, workbooks, slides, setups, setup assets, drafts, documentation, scripts, texts, designs, graphics, raw files and other work results shall remain with Begin or the respective right holders, unless expressly agreed otherwise in writing.
- 18.2. All Services of Begin, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts), including parts thereof, shall, just as the individual work pieces and draft originals, remain the property of Begin and may be reclaimed by Begin at any time – in particular upon termination of the contractual relationship.
- 18.3. Pre-existing methods, tools, libraries, know-how, templates, frameworks, automations and reusable components of Begin shall remain the property of Begin. The Customer shall only receive those project-related usage rights that are expressly agreed separately.
- 18.4. Concepts, pitches, drafts and preliminary work that are not implemented may not be exploited, used, modified or passed on to third parties without Begin's prior written consent.
- 18.5. Upon full payment of the agreed remuneration, the Customer shall receive the usage rights expressly agreed in the offer, within the scope, territory, medium and for the purpose specified therein. Until full payment, Begin may revoke any use without stating reasons.
- 18.6. In the absence of any other agreement, the Customer may use the Services of Begin in Austria only.
- 18.7. Unless agreed otherwise, only simple, non-exclusive, non-transferable and non-sublicensable usage rights for the agreed purpose shall be granted.
- 18.8. Modifications or adaptations of Services of Begin, in particular further developments by the Customer or third parties acting on the Customer's behalf, shall only be permitted with Begin's prior

written consent and – to the extent the Services are protected by copyright – the consent of the author.

- 18.9. For any use of Services of Begin beyond the originally agreed purpose and scope, Begin's prior written consent is required – regardless of whether such Services are protected by copyright. Begin and the author shall be entitled to separate appropriate remuneration for such use.
- 18.10. For the use of Services of Begin or advertising materials for which Begin has created conceptual or design templates, Begin's prior written consent shall likewise be required after expiry of the contract – irrespective of whether the relevant Services are protected by copyright.
- 18.11. Unless agreed otherwise, the Customer to whom Begin has granted usage and exploitation rights in copyright-protected works shall name the author in proximity to the work and in a clearly visible manner as follows: Author [first name] [last name].
- 18.12. Unless agreed otherwise, the Customer to whom Begin has granted usage rights in other work results shall name Begin by name.
- 18.13. The Customer shall be liable towards Begin for any unlawful use in twice the amount of the appropriate fee for such use.

19. References, marketing and naming

- 19.1. The Customer may only refer to Begin as a reference upon Begin's prior written consent, unless otherwise agreed in the offer or a separate release document.
- 19.2. Begin may only use the Customer, its company name, brand, project, logo or case study as a reference after prior approval by the Customer.
- 19.3. Approvals for text, images, video, social media posts, testimonials or case studies may be obtained separately.
- 19.4. Begin is entitled to indicate Begin and, where applicable, the author on all advertising material and advertising measures without the Customer being entitled to any remuneration.
- 19.5. Industry or competitor exclusivity shall only apply if expressly agreed in writing.

20. Confidentiality and data protection

- 20.1. Both parties undertake to treat as confidential all confidential information disclosed to them in connection with the contractual relationship, in particular trade and business secrets, strategies,

KPIs, budgets, campaign data, access credentials, reports, technical information and non-public documents, and to use such information solely for contractual purposes.

- 20.2. The confidentiality obligation also extends to employees, freelancers, subcontractors and other third parties engaged, who shall be bound accordingly.
- 20.3. Each party shall remain responsible for the lawfulness of the personal data it contributes to the project. Where Begin processes personal data on behalf of the Customer, the parties shall, prior to such processing by Begin, conclude a data processing agreement compliant with the GDPR.
- 20.4. The Customer warrants that personal data it provides has been lawfully collected and may be lawfully made available to Begin for the purpose of contractual performance.

21. Governing law, jurisdiction, language

- 21.1. This contract shall be governed by substantive Austrian law, excluding the conflict-of-law rules of private international law and excluding the UN Convention on Contracts for the International Sale of Goods.
- 21.2. Place of performance shall be the registered seat of Begin.
- 21.3. For all disputes arising out of or in connection with the contractual relationship, the competent court at the registered seat of Begin shall have exclusive jurisdiction, to the extent legally permissible.
- 21.4. The contract language is German.
- 21.5. An English version of these GTC serves to facilitate international business relations. In case of doubt, the German version shall prevail, unless it is expressly agreed in writing that the English version shall be authoritative.

22. Final provisions

- 22.1. Should individual provisions of these GTC be invalid, void or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. In place of the invalid provision, a valid provision shall be deemed agreed which comes as close as legally permissible to the economic intent of the invalid provision.
- 22.2. All legally binding notices or declarations under this contract shall be made in writing to the last address notified in writing by the respective other party. If a declaration is sent to the last address notified in writing, it shall be deemed received by the respective party.

- 22.3. The assignment of rights or obligations under the contractual relationship by the Customer requires Begin's prior written consent.