

## RIGHT OF WITHDRAWAL

### Information on the Right of Withdrawal from a Brokerage Agreement Section 11 FAGG

**Transparency and trust are fundamental principles of our work. To ensure your protection as a consumer, we are legally obliged to inform you comprehensively about your right of withdrawal.**

To ensure your protection as a consumer, we are legally obliged to inform you comprehensively about your right of withdrawal. According to the EU Consumer Rights Directive (VRUG) and the Austrian Distance and Off-Premises Contracts Act (FAGG), consumers who conclude a brokerage agreement outside the broker's business through off premises contract or distance communication have the right to withdraw from the contract within 14 days without giving the reason.

The withdrawal period commences on the date the agreement is entered into. The withdrawal does not require any specific format. It can be made informally or using the attached withdrawal form. The withdrawal period is complied with if the declaration is posted within the period.

If the consumer wishes the broker to begin providing services before the 14-day withdrawal period has expired – such as by providing detailed property information or arranging a viewing appointment – a prior express consent by the consumer must be made. With the consumer's prior express consent, he loses the right of withdrawal once the contract has been fully performed by the broker.

According to established business practice, the identification of a specific business opportunity by the real estate broker shall be deemed full performance of the contractual service, particularly if no further brokerage activities are requested or enabled by the prospective client. In such cases, the brokerage agreement can no longer be withdrawn and forms the legal basis for a commission claim if a contract is subsequently concluded for the business opportunity identified by the broker.

The obligation to pay commission arises only upon the conclusion of a legally effective transaction (e.g., purchase or lease agreement) that results from the broker's effective and causal activity.

In accordance with the Regulation issued by the Federal Minister for Economic Affairs on the Professional Code of Conduct for Real Estate Agents, the commission for the brokerage of purchase or exchange agreements concerning real estate amounts to 3.0% of the purchase price plus 20% VAT (Section 15).

In the event of withdrawal in accordance with § 11 FAGG, the consumer commits to not making use of the information provided as part of the brokerage service.

If the consumer changes the search criteria (expanding or modifying the search), this does not result in a novation of the brokerage agreement and the information provided here is implicitly applied to all further offers.