

# Informacije o prodaji na daljinu i pravila o opozivu

BG & Partner AG (u daljnjem tekstu »društvo« ili »BGP«) klijentu pravodobno, prije sklapanja ugovora o pružanju usluga, dostavlja sljedeće informacije u vezi sa sklapanjem ugovora na daljinu za financijske usluge i s njima povezanim pravima na odustanak:

## 1. Opće informacije

**Tvrtka:** BG & Partner AG

**Adresa za dostavu:** Industriestrasse 56, 9491 Ruggell, Lihtenštajn

**Zakonski zastupnici:** Jens Brunke i Teresa Pirkel (članovi upravnog odbora)

**Podaci o upisu u javni registar poslovnih subjekata:** Društvo BG & Partner AG upisana je u poslovni registar Kneževine Lihtenštajn pod matičnim brojem FL-0002.731.812-1.

**Glavna poslovna djelatnost:** Društvo isključivo pruža usluge posredovanja pri otvaranju računa te opće tehničke i aplikacijske usluge povezane s trgovačkom platformom. U tom kontekstu ne pružaju se usluge upravljanja imovinom sukladno Zakonu o upravljanju imovinom (VVG).

**Nadležno nadzorno tijelo:** Financijsko tržišno nadzorno tijelo Lihtenštajna (FMA), Landstrasse 109, 9490 Vaduz, Lihtenštajn.

## 2. Informacije o usluzi

### 2.1. Ključne značajke usluge

U vezi s ovim ugovorom BG & Partner AG pruža isključivo usluge posredovanja pri otvaranju trgovačkih računa kod Interactive Brokers Ireland Limited, North Dock One, 91/92 North Wall Quay, Dublin 1 D01 H7V7, Irska (u daljnjem tekstu »IBKR«). Osim uvodnog posredovanja pri otvaranju trgovačkih računa, BGP također pruža opće, isključivo tehničke i aplikacijski povezane usluge u vezi s trgovačkom platformom IBKR. To se osobito odnosi na tehničku podršku u slučaju problema s trgovačkom platformom, obuku u vezi s korištenjem trgovačke platforme te korisničku podršku za tehničke poteškoće svih vrsta. U tom okviru ne pružaju se usluge upravljanja imovinom u skladu sa Zakonom o upravljanju imovinom (Vermögensverwaltungsgesetz – VVG).

### 2.2. Upozorenje na rizike

Račun otvoren kod IBKR-a u okviru ugovora o pružanju usluga omogućuje klijentu provođenje transakcija koje se odnose na financijske instrumente koji su, zbog svojih posebnih obilježja ili prirode poslova koji će se izvršavati, izloženi posebnim rizicima, odnosno čije su cijene podložne fluktuacijama na financijskom tržištu na koje društvo ne može utjecati. U tom se kontekstu posebno ističu sljedeći rizici: valutni rizik, rizik pada vrijednosti jedinica, kamatni rizik i kreditni rizik (rizik neplaćanja ili insolventnosti izdavatelja, rizik potpunog gubitka). Prinosi ostvareni u prošlosti (npr. kamate, dividende) i postignuta povećanja vrijednosti ne predstavljaju pokazatelj budućih prinosa ili povećanja vrijednosti. Detaljnije informacije dostupne su u brošuri »Rizici pri trgovanju vrijednosnim papirima« Udruženja lihtenštajnskih bankara.

### 2.3. Cijena usluge

Društvo prima stalnu naknadu za posredovanje pri otvaranju računa kod IBKR-a i za svoje dodatne tehničke usluge, koja je sastavljena kako slijedi:

BGP prima udio od naknada za trgovanje koje IBKR naplaćuje Klijentu za svaku kupnju, prodaju, razmjenu ili drugu transakciju financijskim instrumentom. BGP može također primiti kamate koje se odnose na novčana sredstva klijenta. Dodatno, Društvo naplaćuje trošak neaktivnosti računa na godišnjoj razini prema broju ostvarenih transakcija u kalendarskoj godini. Cjenik naknada za trgovanje i kamata na posuđeni novac dostupan je na web stranici Optimtrader-a.

### 2.4. Dodatni troškovi te mogući dodatni porezi i izdaci koje snosi klijent

Dodatne naknade može naplatiti IBKR. One su navedene u cjeniku i popisu usluga IBKR-a.

Prihodi od vrijednosnih papira u pravilu su podložni oporezivanju. Isto se načelno odnosi i na dobitke ostvarene stjecanjem, prodajom ili drugim otuđenjem vrijednosnih papira. U skladu s važećim poreznim zakonodavstvom (domaćim ili stranim), pri isplati prihoda ili kupoprodajne cijene može doći do obračuna kapitalne dobiti, poreznog odbitka i/ili drugih poreza. Dio tih poreza IBKR izravno uplaćuje nadležnom poreznom tijelu, čime se umanjuje dobit isplaćena klijentu. BGP ne plaća nikakve poreze u ime klijenta.

### 2.5. Rok važenja informacija

Informacije koje pruža društvo u pravilu vrijede na neodređeno vrijeme. Međutim, iste se mogu u bilo kojem trenutku dopuniti, prilagoditi ili na drugi način izmijeniti u skladu s važećim ugovornim odredbama.

### 2.6. Pojediniosti o plaćanju i ispunjenju obveza

Ugovor o pružanju usluga smatra se ispunjenim kada BGP proslijedi obrasce koje je ispunio Klijent, zajedno s priloženim dokumentima, društvu IBKR..

Naknada za usluge BGP-a isplaćuje se izravno od strane IBKR-a iz zaprimljenih trgovačkih provizija i pripadajućih isplata kamata.

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## 3. Informacije o ugovoru na daljinu

### 3.1. Sklapanje ugovora o usluzi u okviru prodaje na daljinu

Ugovor o usluzi koju pruža BGP sklapa se u trenutku kada BGP provjeri obrasce ispunjene od strane korisnika, zajedno s priloženim dokumentima za posredovanje u otvaranju računa i pružanju dodatnih usluga, te proslijedi sadržane informacije IBKR-u. BGP nije obavezan posredovati u otvaranju računa koje Klijent zatraži kod IBKR-a.

Klijent izričito pristaje da BGP može započeti s pružanjem usluge prije isteka 14-dnevnog roka za opoziv.

### 3.2. Pravo na opoziv prema čl. 8. Zakona o financijskim uslugama na daljinu (*Fern-Finanzdienstleistungs-Gesetz* - FernFinG)

Sukladno članku 8. FernFinG-a, potrošač može odustati od ugovora ili svoje ugovorne izjave bez navođenja razloga u roku od 14 dana. Četrnaestodnevni rok za odustanak počinje teći na dan sklapanja ugovora. Za poštovanje roka za odustanak dovoljno je da potrošač izjavu o odustanku od ugovora dostavi u pisanom ili tekstualnom obliku ili na nekom drugom trajnom mediju koji je dostupan i pristupačan društvu, te da se ta izjava pošalje prije isteka roka.

Izjava o odustanku (opozivu) mora se poslati na adresu:

BG & Partner AG  
Industriestrasse 56  
9491 Ruggell  
Lihtenštajn  
E-naslov: [trader@bgpartner.li](mailto:trader@bgpartner.li)

Ako potrošač iskoristi pravo na opoziv unutar roka, dužan je platiti Društvu razmjerni iznos naknade za već pružene usluge.

Ako opoziv ne bude poslan na vrijeme, ugovor ostaje obvezujući. Opoziv nije moguć za financijske usluge čija cijena ovisi o kretanjima na financijskom tržištu na koje Društvo nema utjecaj (npr. devize, novčani instrumenti, vrijednosni papiri).

### **3.3. Minimalni rok trajanja ugovora**

Ugovor nema minimalni rok trajanja.

### **3.4. Uvjeti raskida ugovora**

Raskid ugovora od strane Klijenta ili Društva moguć je u bilo kojem trenutku, uz poštivanje otkaznog roka od 14 dana. Raskid od strane obje ugovorne strane mora biti u pisanom obliku. Izjava Klijenta o raskidu, uključujući vlastoručni potpis, mora biti poslana na sljedeću adresu e-pošte: [trader@bgpartner.li](mailto:trader@bgpartner.li).

### **3.5. Pravo koje se primjenjuje prije sklapanja ugovora**

Na uspostavu odnosa između Klijenta i Društva prije sklapanja ugovora, sam ugovor te cijeli poslovni odnos, primjenjuje se pravo Kneževine Lihtenštajn.

### **3.6. Mjerodavno pravo i mjesto nadležnosti**

Ovaj ugovor podliježe pravu Lihtenštajna. Mjesto izvršenja i sudska nadležnost je Vaduz, osim ako Društvo odluči pokrenuti postupak u mjestu prebivališta Klijenta ili pred drugim nadležnim tijelom.

### **3.7. Jezici**

Komunikacija između Klijenta i Društva moguća je na njemačkom ili engleskom jeziku. Samo ugovor na jednom od tih jezika pravno je obvezujući.

### **3.8. Informacije o pravnim lijekovima**

Vansudsko povjerenstvo za mirenje:  
Dr. Peter Wolff, odvjetnik  
Landstrasse 60  
Postfach 343  
9490 Vaduz  
Lihtenštajn

Telefon           +423 220 20 00  
Telefaks         +423 220 20 01  
E-naslov:        info@schlichtungsstelle.li

Klijenti mogu uputiti zahtjev miriteljskom tijelu usmeno ili pismeno, bez posebnih formalnosti. Povjerenstvo će obavijestiti Klijenta o tome hoće li i pod kojim uvjetima intervenirati. I Klijent i Društvo mogu u svakom trenutku pokrenuti redovni sudski postupak.

## Pravo na poziv

### Poglavlje 1

#### Pravo na opoziv

Svoju ugovornu izjavu možete opozvati u roku od 14 dana bez navođenja razloga putem jasne izjave. Rok počinje teći od dana sklapanja ugovora i nakon što ste na trajnom mediju (npr. poštom ili elektroničkom poštom) primili ugovorne odredbe, uključujući opće uvjete poslovanja i sve informacije navedene u nastavku u Poglavlju 2. Za poštivanje roka za odustanak dovoljno je da pošaljete izjavu o odustanku na trajnom mediju prije isteka roka. Izjava o odustanku treba biti poslana na sljedeću adresu:

BG & Partner AG  
 Industriestrasse 56  
 9491 Ruggell  
 Lihtenštajn  
 E-naslov: [trader@bgpartner.li](mailto:trader@bgpartner.li)

### Poglavlje 2

#### Informacije potrebne za početak roka za opoziv

Informacije potrebne za početak roka za opoziv:

a) o poduzetniku:

1. naziv (firma) i glavna djelatnost poduzetnika, adresa njegovog sjedišta te bilo koja druga adresa koja je relevantna za poslovni odnos između ugovornih strana;
2. naziv (firma) bilo kojeg predstavnika trgovca sa sjedištem u zemlji u kojoj potrošač ima prebivalište te adresa relevantna za poslovni odnos između potrošača i tog predstavnika;
3. ako potrošač treba imati poslovni odnos s osobom koja nije sam poduzetnik, naziv (firma) te osobe, uloga u kojoj djeluje u odnosu na potrošača te adresa relevantna za taj poslovni odnos;
4. ako je poduzetnik upisan u trgovački registar ili sličan inozemni javni registar, broj upisa u registar ili odgovarajući identifikator korišten u takvim registrima;
5. ako je za obavljanje djelatnosti poduzetnika potrebna dozvola – naziv i adresa nadležnog nadzornog tijela;

b) o financijskoj usluzi:

1. opis ključnih značajki financijske usluge;
2. ukupna cijena koju potrošač duguje poduzetniku za financijsku uslugu, uključujući sve pripadajuće provizije, naknade i poreze koji se plaćaju putem poduzetnika, odnosno ako točan iznos nije dostupan – osnova za njegovo izračunavanje koja omogućuje potrošaču provjeru cijene;
3. ako je primjenjivo, naznaka da se financijska usluga odnosi na financijske instrumente koji, zbog svojih specifičnih obilježja ili vrsta transakcija, podliježu posebnim rizicima ili čija je cijena podložna fluktuacijama na financijskom tržištu na koje poduzetnik nema utjecaja, kao i napomena da prinosi iz prošlosti nisu pokazatelj budućih prinosa;
4. upućivanje na sve druge poreze ili troškove koji se ne plaćaju putem poduzetnika i koje poduzetnik ne fakturira;
5. svako vremensko ograničenje važenja danih informacija;
6. pojedinosti o plaćanju i ispunjenju ugovornih obveza;
7. svi posebni dodatni troškovi koje potrošač mora snositi zbog korištenja sredstava komunikacije na daljinu – ako se takvi dodatni troškovi naplaćuju;

- c) o ugovoru na daljinu:
1. postojanje ili nepostojanje prava na opoziv prema čl. 8., trajanje roka za opoziv te način njegova ostvarivanja, uključujući eventualni iznos koji potrošač mora platiti u skladu s čl. 12., kao i posljedice neostvarivanja tog prava;
  2. minimalni rok trajanja ugovora, ako se radi o kontinuiranom ili redovitom pružanju financijske usluge;
  3. pojedinosti o pravima ugovornih strana na raskid ugovora u skladu s njegovim odredbama, uključujući moguće kazne ili druge troškove u slučaju raskida;
  4. praktične informacije o ostvarivanju prava na opoziv, uključujući adresu na koju se šalje izjava o opozivu;
  5. pravo koje poduzetnik primjenjuje pri uspostavi odnosa s potrošačem prije sklapanja ugovora;
  6. ugovorene odredbe o mjerodavnom pravu i nadležnosti;
  7. informacije o jezicima na kojima se dostavljaju informacije i uvjeti ugovora, kao i jezici koje će trgovac koristiti za komunikaciju s potrošačem tijekom trajanja ugovora (uz suglasnost potrošača);

d) o pravnoj zaštiti:

1. informacije o mogućnosti potrošača da se obrati izvanparničnim tijelima za rješavanje pritužbi ili mirenja, kao i uvjeti za takav pristup;
2. informacije o postojanju jamstvenih fondova ili drugih programa naknade koji nisu obuhvaćeni Zakonom o jamstvu depozita i naknadi ulagateljima (*Einlagensicherungs- und Anlegerentschädigungsgesetz*).

### **Poglavlje 3**

#### **Posljedice opoziva**

U slučaju valjanog opoziva, usluge koje su obje strane primile moraju se vratiti. Dužni ste platiti naknadu za vrijednost usluge koja je izvršena do trenutka opoziva, ako ste prije davanja izjave o sklapanju ugovora bili obaviješteni o toj pravnoj posljedici i ako ste izričito pristali da izvršavanje može započeti prije isteka roka za opoziv. Ako postoji obveza plaćanja naknade za gubitak vrijednosti, to može značiti da ste dužni ispuniti ugovorne obveze plaćanja za razdoblje do opoziva. Vaše pravo na opoziv prestaje važiti prijevremeno ako su obje strane, na vaš izričit zahtjev, u potpunosti ispunile ugovor prije nego što ste iskoristili pravo na opoziv. Obveze povrata plaćanja moraju se ispuniti u roku od 30 dana. Rok za vas počinje teći slanjem izjave o opozivu, a za nas njezinim zaprimanjem.

#### **Kraj upute za opoziv**

# Distance selling information and revocation policy

BG & Partner AG (hereinafter referred to as the “**Company**” or “**BGP**”) provides the Client with the following information in connection with the conclusion of distance contracts for financial services and the corresponding rights of withdrawal in good time before the service agreement is concluded:

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## 1. General information

**Name:** BG & Partner AG

**Address for service:** Industriestrasse 56, 9491 Ruggell, Liechtenstein

**Legal Representatives:** Jens Brunke and Teresa Pirkel (Members of the Executive Board)

**Information on entry in the public company register:** BG & Partner AG is registered in the Commercial Register of the Principality of Liechtenstein with the registration number FL-0002.731.812-1.

**Main business activity:** In connection with this agreement, BG & Partner AG exclusively provides account brokerage services as well as general, purely technical and application-related services in connection with the trading platform for the client. In this context, no asset management services are provided in accordance with the Asset Management Act (*Vermögensverwaltungsgesetz - VVG*).

**Competent supervisory authority:** Financial Market Authority Liechtenstein («Finanzmarktaufsicht Liechtenstein“ (FMA)), Landstrasse 109, 9490 Vaduz, Liechtenstein

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## 2. Informationen about the service

### 2.1. Key features of the service

In connection with this agreement, BG & Partner AG exclusively arranges the opening of accounts and securities accounts with Interactive Brokers Ireland Limited, North Dock One, 91/92 North Wall Quay, Dublin 1 D01 H7V7, Ireland (hereinafter "IBKR"). In addition to Introducing Brokerage, BGP provides general, purely technical and application-related services in connection with the trading platform at IBKR. This relates in particular to technical support in the event of problems with the trading platform, training in connection with the operation of the trading platform and a support service for technical problems of all kinds.

In this context, no asset management services are provided in accordance with the Asset Management Act (*Vermögensverwaltungsgesetz - VVG*).

### 2.2. Risk notice

The account opened with IBKR as part of the service agreement enables the Client to carry out transactions relating to financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to specific risks or whose prices are subject to fluctuations on the financial market over which the Company has no influence. In particular, the following risks should be mentioned here: Exchange rate risk, risk of falling unit prices, interest rate risk and credit risk (default risk or insolvency risk of the issuer, total loss risk). Income generated in the past (e.g. interest, dividends) and increases in value achieved are not an indicator of future income or increases in value. Detailed information can be found in the brochure of the Liechtenstein Bankers Association on Risks in Securities Trading and additional risk information published on the webpage of the Company.

**2.3. Price of the service**

The Company receives ongoing remuneration for arranging the opening of accounts with IBKR and for its additional technical services as follows:

BGP receives a share of the trading fees charged by IBKR to the Client for each purchase, sale, exchange or other trade of a financial instrument. In addition, BGP may also receive interest payments applicable to the Client's cash balances. The pricing of trading fees and interest payments are shown in the price list, published on the Optimtrader website.

**2.4. Additional costs and possible further taxes and costs to be paid by the Client**

Additional fees may be charged from IBKR. These can be found in IBKR's list of prices and services.

Income from securities is generally subject to tax. The same applies in principle to gains from the acquisition, sale and other disposal of securities. Depending on the applicable tax law (domestic or foreign), capital gains, withholding and/or other taxes may be payable on the payment of income or sale proceeds. Some of these are paid directly by IBKR to the relevant tax authority and reduce the profit paid out to the client. BGP does not pay any taxes for the Client.

**2.5. Validity period of the information provided**

The information provided by the Company is generally valid indefinitely. However, additions, adjustments and other changes are possible at any time in accordance with the applicable contractual provisions.

**2.6. Details regarding payment and fulfillment**

The service agreement is deemed to have been fulfilled as soon as BGP submits the forms completed by the client, including the attached documents, to IBKR.

The remuneration to BGP is paid directly by IBKR from the trading fees received and corresponding interest payments.

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**3. Information on the distance contract****3.1. Conclusion of the service agreement in distance selling**

A contract for the services listed by BGP shall be concluded between the customer and BGP as soon as BGP has checked the forms completed by the customer, together with the attached documents for the brokerage of an account relationship and the provision of further services, and has forwarded the information contained therein to IBKR for the opening of the account. BGP is not obliged to broker the account opening requested by the Client to IBKR.

The Client explicitly agrees that BGP may commence performance of the contract before the 14-day withdrawal period has expired.

**3.2. Right of revocation in accordance with Art. 8 of the Remote Financial Services Act (FernFinanzdienstleistungs-Gesetzes - FernFinG)**

In accordance with Art. 8 FernFinG, the consumer may withdraw from the contract or his contractual declaration within 14 days without giving reasons. The 14-day withdrawal period begins on the day the contract is concluded. To meet the withdrawal deadline, it is sufficient for the consumer to declare the withdrawal in

writing or in text form or on another durable medium available and accessible to the Company and for this declaration to be sent before the deadline expires.

The declaration of withdrawal (revocation) must be sent to:

BG & Partner AG  
Industriestrasse 56  
9491 Ruggell  
Liechtenstein  
E-Mail: [trader@bgpartner.li](mailto:trader@bgpartner.li)

If the consumer exercises his right of withdrawal (right of revocation) within the deadline, the consumer must pay the Company the remuneration for the service already provided in accordance with the contract in proportion to the ratio of this to the total scope of the contractually agreed service.

If the consumer does not exercise his right of withdrawal (right of revocation) in due time, he shall be bound by the contract in accordance with all applicable provisions of the Company. Withdrawal (revocation) is not possible for financial services whose price is subject to fluctuations on the financial market over which the Company has no influence, in particular with regard to foreign exchange, money market instruments, tradable securities (securities) and so on.

**3.3. Minimum term of the contract**

There is no minimum term of the contract.

**3.4. Contractual terms of termination**

A termination by the Client or the Company is possibly at any time subject to a notice period of 14 days. A termination by both parties must be in writing. The customer's declaration of termination, including a handwritten signature, must be sent to the following e-mail address: [trader@bgpartner.li](mailto:trader@bgpartner.li).

**3.5. Law on which the Company bases the establishment of relations with the consumer prior to the conclusion of the contract**

The establishment of relations with the consumer prior to the conclusion of the contract, the contract as well as the entire business relationship shall be governed by the law of the Principality of Liechtenstein.

**3.6. Applicable law and place of jurisdiction**

This Agreement is governed by Liechtenstein law. The place of fulfilment and the place of jurisdiction is Vaduz. The Company is however also at liberty to assert its rights at the place of residence of the Client or before any other competent court.

**3.7. Languages**

The languages in which the Client can communicate with the Company and receive documents and information include German and English. Only the version of the Client contract in German or English is legally binding.

**3.8. Information on legal remedies**

Out-of-court arbitration board:  
Dr. Peter Wolff, Attorney at law,  
Landstrasse 60  
Postfach 343  
9490 Vaduz  
Liechtenstein

Telephone + 423 220 20 00  
Fax + 423 220 20 01  
E-Mail [info@schlichtungsstelle.li](mailto:info@schlichtungsstelle.li)

Clients of the Company can address their inquiries to the neutral arbitration board verbally or in writing without any further requirements. The arbitration board will then inform clients whether and under what further conditions it will intervene. Clients and the Company have the right to take ordinary legal action at any time.

## Right of revocation

### Section 1

#### Right of revocation

You may revoke your contractual declaration within 14 days without stating reasons by means of a clear declaration. The period begins after conclusion of the contract and after you have received the contractual provisions, including the General Terms and Conditions, as well as all the information listed below under Section 2 on a durable medium (e.g. letter, e-mail). To meet the cancellation deadline, it is sufficient to send the revocation in good time if the declaration is made on a durable data medium. The revocation is to be addressed to:

BG & Partner AG  
Industriestrasse 56  
9491 Ruggell  
Liechtenstein  
E-Mail: [trader@bgpartner.li](mailto:trader@bgpartner.li)

### Section 2

#### Information required for the start of the revocation period

The information referred to in Section 1 Sentence 2 shall include the following:

a) about the entrepreneur:

1. Name (company name) and main business activity of the entrepreneur, the address of his place of business and any other address relevant to the business relationship between the contracting parties;
2. name (company name) of any representative of the trader based in the country in which the consumer is domiciled and the address relevant to the business relationship between the consumer and this representative;
3. if the consumer is to have a business relationship with a person other than the entrepreneur, the name (company name) of this person, the capacity in which it acts in relation to the consumer and the address that is relevant to the business relationship between the consumer and this person;
4. if the entrepreneur is entered in the commercial register or a comparable foreign public register, the number in the commercial register or the comparable foreign public register or an equivalent identifier used in these registers;
5. if a license is required for the entrepreneur's activity, the name and address of the competent supervisory authority;

b) about the financial service:

1. a description of the essential characteristics of the financial service;
2. the total price that the consumer owes the entrepreneur for the financial service, including all associated commissions, fees and charges and all taxes paid via the entrepreneur, or, if no exact price can be given, the basis for its calculation, which enables the consumer to check the price;
3. where applicable, an indication that the financial service relates to financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to special risks or whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence, as well as an indication that past income is not an indicator of future income;
4. a reference to any other taxes or costs that are not paid via or invoiced by the entrepreneur;
5. any limitation of the period during which the information provided is valid;
6. details regarding payment and fulfillment; and
7. any special additional costs that the consumer has to bear for the use of the means of distance communication, if such additional costs are charged;

c) about the distance contract:

1. the existence or non-existence of a right of withdrawal in accordance with Art. 8, the withdrawal period and modalities for exercising it, including the amount that the consumer may have to pay in accordance with Art. 12, as well as the consequences of not exercising the right;
2. the minimum term of the contract if it involves the provision of a permanent or regularly recurring financial service;
3. details of the parties' right to terminate the contract under the terms of the contract, including any penalties or other charges imposed in such a case;
4. practical information on exercising the right of withdrawal, including the address to which the declaration of withdrawal should be sent;
5. the law on which the entrepreneur bases the establishment of relations with the consumer prior to the conclusion of the contract;
6. intended contractual agreements on the law applicable to the contract and on jurisdiction; and
7. information on the languages in which the information and contractual conditions are communicated, as well as the languages the trader promises to use for communication with the consumer with the consumer's consent during the term of the contract;

d) about legal remedies:

1. information on the consumer's access to out-of-court complaint or arbitration procedures, and the conditions for such access; and
2. Information on the existence of a guarantee fund or other compensation schemes that are not covered by the Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz).

### **Section 3**

#### **Consequences of revocation**

In the event of an effective revocation, the services received by both parties shall be returned. You shall be obligated to pay compensation for the value of the service rendered up to the time of revocation if you were informed of this legal consequence prior to submitting your contractual declaration and have expressly agreed that the execution of the consideration could be started before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you must fulfil the contractual payment obligations for the period until the revocation. Your right of revocation shall expire prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

#### **End of the revocation instruction**