

General Terms and Conditions (GTC)

of CG Immobilien-, Finanz- und Unternehmensberatungs-GmbH (Ltd)

These are subdivided into the following areas according to their fields of activity:

A - [Real Estate Agency Sector](#) (page 1 to 4)

B - [Credit Brokerage Sector](#) (page 5 to 8)

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D - Sector Management Consulting - not available in English!

E - Sector Automated Data Processing Services - not available in English!

A - Real Estate Agency Sector

Version dated September 14th, 2025

A 1. General

A 1.1. These terms and conditions form an integral part of the brokerage agreement concluded between you (client or interested party; hereinafter referred to as “you” or ‘client’) and us (hereinafter referred to as “CG GmbH” or “we”) and apply insofar as no deviating agreements have been made in the relevant agreement.

A 1.2. Deviating, contradictory, or additional contractual terms and conditions, in particular the client's terms and conditions, shall under no circumstances become part of the contract. These shall be rejected and shall not apply even if we are aware of them, even if we do not object to their application in individual cases, in particular when performing or accepting contractual obligations.

A 1.3. These terms and conditions do not apply in cases where a tenant seeking accommodation is not CG GmbH's first client (§ 17a MaklerG [Austrian Real Estate Agent Act]). In such cases, no brokerage agreement is concluded between CG GmbH and the tenant seeking accommodation.

A 2. Work as a real estate agent

A 2.1. As real estate agents, we generally act as “dual agents” for our clients. Our activities are based on a contract (exclusive agency agreement or simple brokerage agreement) with the owner or authorized lessor of a property on the one hand, and with a party seeking a property on the other hand, through an inquiry about a specific property or the specification of search criteria for a desired property.

A 2.2. Our letters and offers, including the property information contained therein, are subject to change without notice. We reserve the right to sell, rent or lease the property in the meantime.

A 2.3. The transmission of information about a property to a searching client constitutes an invitation to the landlord or seller to submit an offer to rent or purchase the property.

A 2.4. The information provided to the client about a property is generally based on the property data provided by the relevant landlord or seller. CG GmbH expressly accepts no liability for the completeness and accuracy of this data.

A 3. Obligations of the client

A 3.1. The client is obliged to support our activities in good faith and to inform us immediately and accurately of all facts relating to the property or legal transaction to be brokered as soon as they become known.

A 3.2. The client is also obliged to treat any closing opportunities disclosed by us as confidential and not to pass them on to third parties.

A 3.3. The client is also obliged to take all steps necessary for the execution of the legal transaction to be brokered by us and to obtain any necessary approvals.

A 4. Brokerage commission / Commission agreement for cases of unsuccessful brokerage

A 4.1. As a real estate agent, CG GmbH is entitled to a commission in accordance with §§ 6 and 7 of the Austrian Real Estate Agent Act (MaklerG) upon successful brokerage of a business opportunity. The commission obligation arises upon conclusion of the brokered transaction (use of the brokered business opportunity) and upon conclusion of a transaction with the same purpose within the meaning of.

A 4.2. The client shall also pay us an amount corresponding to the brokerage commission if, in particular, pursuant to § 15 (1) MaklerG (Austrian Brokerage Act):

A 4.2.1. The brokered transaction does not come about in good faith solely because the client, contrary to the course of negotiations to date, fails to perform a legal act necessary for the transaction to come about without good reason (Z 1).

A 4.2.2. A transaction other than one with the same purpose is concluded with the prospective customer referred, the referral of which falls within our area of activity (Z 2).

A 4.2.3. The brokered transaction involving a property offered by us is concluded not with the client, but with a person to whom the client has disclosed the opportunity to conclude the transaction as communicated to him by us, or is concluded not with the interested party named by us, but with another person to whom the opportunity to conclude this contract was disclosed by the same interested party (Z 3).

A 4.2.4. Does not come into effect with the third party introduced because a statutory or contractual right of first refusal, repurchase or entry is exercised (Z 4).

A 4.3. In case of an exclusive brokerage agreement, the client shall also pay us an amount corresponding to the brokerage commission if, pursuant to § 15 (2) of the Austrian Brokerage Act (MaklerG):

A 4.3.1. The exclusive brokerage agreement is terminated prematurely by the client in breach of contract without good cause (Z 1).

A 4.3.2. The transaction was concluded during the term of the exclusive agency agreement in breach of contract through the mediation of another broker commissioned by the client (Z 2).

A 4.3.3. The transaction was concluded during the term of the exclusive brokerage agreement in a manner other than through the brokerage of another broker commissioned by the client (Z 3).

A 4.4. For entrepreneurs only: If the client is already aware that a property offered is for sale or rent, we must be notified immediately; otherwise, our offer shall be deemed to have been accepted by the client.

A 4.5. If, within 12 months of the conclusion of a purchase agreement brokered by us or the commencement of a lease brokered by us, the client rents or purchases one or more additional premises within the building in question or the building complex consisting of several parts, regardless of whether these additional premises are connected to the premises originally brokered, this additional lease/ purchase agreement or such an extension of the existing lease agreement shall also be subject to the commission obligation agreed with the client for the brokerage of the original premises. In this case, the client shall owe an amount corresponding to the brokerage commission for the extent of the extension or additional lease or additional purchase. The client is obliged to inform us immediately of any such contract conclusions/extensions.

A 5. Collaboration with other brokers

A 5.1. In order to fulfill the order to broker a legal transaction more quickly, we are entitled, at our discretion, to use the services of other authorized brokers if we deem this to be expedient in order to increase the chances of brokering the transaction.

A 6. Right of withdrawal and cancellation for consumers within the meaning of the Consumer Protection Act (KSchG)

A 6.1. Customers who are consumers within the meaning of Directive 2011/83/EU have the right to withdraw from a contract concluded with us by means of distance selling (§ 3 Z 2 KSchG) or outside business premises (§ 3 Z 1 KSchG) without giving reasons, subject to the following points:

A 6.1.1. The withdrawal period is 14 days and begins on the day the contract is concluded.

A 6.1.2. To exercise his right of withdrawal, the client must inform us of his decision to withdraw from this contract by means of a clear statement sent by post (addressed to: CG Immobilien-, Finanz- und Unternehmensberatungs GmbH, Wenzel Müller Gasse 27, 2500 Baden) or by email to: office@cg consulting.at. The sample withdrawal form provided can be used for this purpose.

A 6.1.3. To comply with the withdrawal period it is sufficient for the client to send the notification of exercising the right of withdrawal before the withdrawal period expires.

A 6.1.4. In the event of withdrawal from the contract with CG GmbH, the performance of which CG GmbH has already commenced prior to the expiry of the withdrawal period at the consumer's request (§ 10 FAGG), the consumer is obliged to pay CG GmbH an amount that corresponds proportionally to the services provided by the entrepreneur up to the time of withdrawal in relation to the contractually agreed total price (agency commission) (§ 16 FAGG).

A 6.1.5. The right of withdrawal does not apply if we have begun to execute the order before the expiry of the 14-day withdrawal period on the basis of an express request by the client and confirmation by the client that they are aware of the loss of their right of withdrawal upon complete fulfillment of the contract and have fulfilled the order in full (e.g. by naming the business opportunity). If our service has already been partially rendered before the declaration of withdrawal, the client is obliged to pay at least a pro-rata commission.

A 6.2. If the client makes a contractual declaration on the same day that he first views the contractual object to acquire a right of tenure, other right of use or right of enjoyment, or ownership of an apartment, a single-family house or a property suitable for the construction of a single-family house, they may only withdraw from their contractual declaration in accordance with § 30a of the Austrian Consumer Protection Act (KSchG) if the acquisition is intended to serve the urgent housing needs of the client or a close relative. Withdrawal may be declared within one week of the client's contractual declaration. If the declaration of withdrawal is addressed to us, the withdrawal also applies to a brokerage contract concluded in the course of the contract declaration. The one-week period begins upon receipt of a duplicate copy of the consumer's contract declaration and written instruction on the right of withdrawal. However, the right of withdrawal expires at the latest one month after the date of the first viewing.

A 6.3. The client may withdraw from his contract (application) in accordance with § 3a KSchG (Austrian Consumer Protection Act) if, without his instigation, circumstances relevant to his consent, which we presented as probable in the course of the contract negotiations, do not occur or occur only to a significantly lesser extent. Relevant circumstances in this sense are (i) the expectation of the cooperation or consent of a third party that is necessary for our service to be provided, (ii) the prospect of tax advantages and (iii) the prospect of a loan. Withdrawal may be declared within one week of becoming aware of the non-occurrence or significantly reduced occurrence of one of the aforementioned circumstances and as soon as written notification of this right of withdrawal has been received. However, the right of withdrawal expires at the latest one month after the contract has been fulfilled in full by both contracting parties.

A 7. Liability

A 7.1. Any liability on the part of CG GmbH and third parties acting on behalf of CG GmbH for damages caused by slight negligence is expressly excluded towards the client and third parties attributable to the client.

A 7.2. CG GmbH expressly excludes any liability for lost profits, damages caused by delay, consequential damages and indirect damages.

A 7.3. Any liability for incorrect advice or brokerage is limited to the amount of insurance coverage available for the specific claim under the applicable financial loss liability insurance policy. This does not apply to personal injury or damage caused by gross negligence.

A 8. Contract language

A 8.1. The underlying contract language for every agreement with CG GmbH is German. All other information and transactions are provided in German. Any translations into other languages are for your information only; any loss, mutilation or falsification of the content during translation is at your sole risk, unless it is due to gross negligence or intent on the part of CG GmbH.

A 9. Electronic invoicing

A 9.1. CG GmbH is entitled to send invoices in electronic form. The contractual partner expressly agrees to the sending of invoices in electronic form by CG GmbH.

A 10. Due date and terms of payment, default

A 10.1. Unless otherwise agreed, payment shall become due upon conclusion of a brokerage transaction with mutual agreement between the contracting parties or for services upon performance.

A 10.2. Payments for this must be made after invoicing within the period specified therein and must be transferred to an account specified by CG GmbH without deductions, discounts or fees. In particular you are obligated to bear any bank charges associated with the payment.

A 10.3. If you fall behind with payments, CG GmbH is entitled to charge default interest at a rate of 6% above the base rate announced by the Austrian National Bank.

A 10.4. Default occurs after the due date specified in the respective invoice has been exceeded but not later than 14 days after the invoice date.

A 10.5. In the event of default you are obliged to bear all costs associated with the collection of the claim, in particular collection fees, in accordance with the regulation of the Federal Ministry of Economic Affairs, Federal Law Gazette No.: 141/1996, as amended and any necessary costs for appropriate legal action by lawyers.

CG GmbH is not obliged to send you a reminder in the event of default.

A 11. Place of jurisdiction / Applicable law

A 11.1. For all disputes arising from or in connection with contractual relationships between us and our client or business partners, the jurisdiction of the court in whose district our company headquarters is located is agreed. However, we reserve the right to take legal action against contractual partners at their place of jurisdiction or at another place of jurisdiction that is competent in the matter or has general jurisdiction. Mandatory places of jurisdiction that are applicable, e.g. due to the client's status as a consumer, remain unaffected by this.

A 11.2. Austrian substantive law shall apply exclusively, excluding conflict of law rules, in particular those of private international law and the UN Convention on Contracts for the International Sale of Goods (UN-CISG).

A 12. Gender clause

A 12.1. All masculine terms in these regulations also apply to the feminine form; the masculine form has been chosen solely for reasons of simplification and better readability.

A 13. Final provisions

A 13.1. The invalidity of one or more provisions of these General Terms and Conditions or of a related contractual relationship shall not affect the validity of the remaining provisions.

A 13.2. Amendments to a contract and these General Terms and Conditions must be made in writing, as must any waiver of this formal requirement. Verbal side agreements are invalid.

B - Credit Brokerage Sector

Version dated September 14th, 2025

B 1. Scope of application

B 1.1. These terms and conditions contain important information and form an integral part of the contract concluded between you (client or interested party; hereinafter referred to as “you,” “you” or “client”) and us (hereinafter referred to as “CG GmbH” or “we,” “us”) and apply insofar as no deviating agreements have been made in the relevant contract, in particular with regard to the service of brokering personal loans, mortgage loans and financing in accordance with § 136a (1) (2) of the Austrian Trade Regulation Act (GewO).

B 1.2. Deviating, contradictory or additional contractual terms and conditions, in particular the client's terms and conditions, shall under no circumstances become part of the contract. These shall be rejected and shall not apply even if we are aware of them, even if we do not object to their application in individual cases, in particular when performing or accepting contractual obligations.

B 2. Brokerage and consulting

B 2.1. Our role as a credit broker is to provide you, our customer, with:

B 2.1.1. Presenting or offering credit agreements or other forms of credit.

B 2.1.2. To assist with preparatory work other than that mentioned above or other pre-contractual administrative activities for the conclusion of credit agreements or other credit facilities.

B 2.1.3. To conclude loan agreements or other credit agreements for the lender.

B 2.2. **Consulting services** are understood to mean the provision of individual recommendations to the customer in relation to one or more transactions in connection with credit agreements. Such consulting services are not included in credit brokerage and must be agreed separately. If a financial service provider offers such consulting services, it will inform the customer separately about this and about the terms and conditions.

B 3. Customer's duty to provide information

B 3.1. In order to process a credit application, we require a range of information from you. You agree to provide the requested information and documents without delay.

B 3.2. You are also obliged to inform us if you have already applied for credit elsewhere or if a credit application you have submitted has been rejected for any reason.

B 3.3. You also acknowledge that incorrect and incomplete information may result in a loan application being unsuccessful. In the event that you have caused the failure of a brokerage through culpable misinformation, you are obliged to pay us compensation, in particular for lost remuneration.

B 4. Data protection, banking secrecy

B 4.1. You agree, within the meaning of § 4(14) of the Austrian Data Protection Act (DSG), that the data you have provided to us may be processed by us and forwarded to potential lenders for the purpose of credit brokerage. The data will be processed for the specific purpose of credit brokerage and in accordance with the provisions of the Data Protection Act and the Act on the Distance Selling of Financial Services.

You may revoke this declaration of consent in writing at any time. In this case, however, we will no longer be able to continue with the credit brokerage process. You may revoke this declaration of consent in writing at any time. In this case, however, we will no longer be able to continue with the credit brokerage.

B 4.2. For the purposes of credit brokerage, you release the banks involved from banking secrecy towards us as a credit broker in accordance with § 38 (2) Z 5 BWG.

B 4.3. We are obliged to treat confidential information that becomes known to us as a result of the business relationship as confidential and to keep it secret from third parties. This obligation must also be imposed on all employees involved.

B 5. Duration of contract, definition of success

B 5.1. The credit brokerage is successful if a credit commitment is received within 60 days of submission of all documents. You agree to inform us in advance of any additional credit inquiries during the term of the brokerage agreement.

B 5.2. You commission us with a corresponding consulting and brokerage agreement. In addition, we require a power of attorney and a declaration of consent from you in accordance with the Data Protection Act, each in a separate document.

B 5.3. Unless ongoing or regular support has been agreed, the legal relationship between us as a target obligation ends upon completion of the consultation or mediation. After completion of the consultation or mediation, you have no legal claim to further services; in particular there is no obligation to provide follow-up advice.

B 6. Remuneration

B 6.1. CG GmbH works on the basis of a fee for these consulting and brokerage services, the amount of which is agreed with you and stated in a separate consulting report. We are therefore only entitled to charge a fee for this service if this has been agreed with you in advance in writing.

B 6.2. In some cases, we receive a commission from the lender that rewards our actions. If a loan agreement is concluded in the same matter with a commission fee for us as an intermediary, our fee claim is reduced proportionally by the amount of this commission.

B 7. Information obligations of the credit broker

B 7.1. We have a number of information obligations towards you as a customer. In order to fulfill these obligations, we will send you information material. You undertake to read this information material carefully and only make a decision once you have taken note of the information provided by us.

B 7.2. In any case, we will carry out our consulting and brokerage services honestly and professionally in the best possible interests of you, our client and use our expertise to propose solutions that best meet your needs with the reasonable use of resources.

B 8. Debt restructurings

B 8.1. You acknowledge that, due to professional regulations, we are prohibited from offering or brokering loans in the course of debt restructuring where the effective annual interest rate, when the commission is included, would result in a monthly financial burden for you that exceeds the effective interest rate of the loan to be replaced.

B 8.2. A change in risk (e.g. interest rate or currency risk) or collateral may represent an economic burden or relief for you.

B 8.3. If you are facing insolvency, we will recommend that you seek advice from a state-approved debt counseling agency.

B 9. Special risks associated with loans with repayment vehicles

B 9.1. A loan with a repayment vehicle is a loan in which your payments are initially used to build up capital in a repayment vehicle rather than to repay the loan amount and it is intended that the loan will later be repaid, at least in part, with the help of the repayment vehicle. Repayment vehicles can be securities, endowment life insurance policies or other financial products.

B 9.2. Loans with repayment vehicles carry a particular risk that the performance of the repayment vehicle will be insufficient to repay the loan as planned with the help of the repayment vehicle.

To illustrate this risk we will provide you with additional information.

You agree to read this risk information carefully and only make a decision once you have taken note of this risk information.

B 10. Special risks associated with foreign currency loans

B 10.1. A foreign currency loan is a loan agreement in which the loan is denominated in a currency other than that in which the consumer receives his income or holds the assets from which the loan is to be repaid or in a currency other than that of the Member State in which the consumer is resident.

B 10.2. With a foreign currency loan, there is a particular risk that fluctuations in the exchange rate and/or interest rate will lead to an increased burden on the borrower. To illustrate this risk, we will provide you with additional information.

You agree to read this risk information carefully and only make a decision once you have taken note of this risk information.

B 11. Tax and legal consulting

B 11.1. CG GmbH and its agents do NOT provide information or advice on tax or legal issues that are reserved for tax advisors or lawyers under professional regulations.

We recommend that you contact your tax advisor, notary, or lawyer yourself to find out about the tax and legal consequences of the legal transactions you are considering.

B 12. Copyrights

B 12.1. You acknowledge that every financing concept we create is a copyrighted work. Any reproduction, distribution, modification or addition requires our prior written consent.

B 13. Termination of the assignment / business relationship

B 13.1. The business relationship may be terminated by either party at any time without notice by registered letter ("ordinary termination"). For consumers, a simple letter is sufficient as a formal requirement for termination.

B 13.2. You acknowledge that the termination of the business relationship also terminates our obligation to protect your interests, but not our economic claims resulting from previous active contractual relationships.

B 14. Contract language

B 14.1. The underlying contract language for every agreement with CG GmbH is German. All other information and transactions are provided in German. Any translations into other languages are for your information only; any loss, mutilation or falsification of the content during translation is at your sole risk, unless it is due to gross negligence or intent on the part of CG GmbH.

B 15. Liability

B 15.1. We shall not be liable if you fail to provide information or details that are relevant to the consulting concept or if you provide incorrect information or details, provided that the omission or inaccuracy was neither known nor unknown due to gross negligence.

B 15.2. Furthermore, CG GmbH shall not be liable for slight negligence in any case. Insofar as CG GmbH's liability is excluded or limited this shall also apply to the personal liability of employees, representatives and vicarious agents.

B 15.3. The services we provide are exclusively for your support in your project; in this context, we do not assume any responsibility for a specific result in connection with the provision of the service.

B 16. Electronic invoicing

B 16.1. We are entitled to send invoices in electronic form. The contractual partner expressly agrees to the sending of invoices in electronic form by CG GmbH.

B 17. Due date and payment terms, default

B 17.1. Unless otherwise agreed, payment for services shall be due after the services have been rendered.

B 17.2. Payments for this must be made after invoicing within the period specified therein and must be transferred to an account specified by CG GmbH without deductions, discounts or fees. In particular, you are obligated to bear any bank charges associated with the payment.

B 17.3. If you fall behind with payments, CG GmbH is entitled to charge default interest at a rate of 6% above the base rate announced by the Austrian National Bank.

B 17.4. Default occurs after the due date specified in the respective invoice has been exceeded, but no later than 14 days after the invoice date.

B 17.5. In the event of default, you are obliged to bear all expenses associated with the collection of the claim, in particular collection fees, in accordance with the regulation of the Federal Ministry of Economic Affairs, Federal Law Gazette No.: 141/1996, as amended and any necessary costs for appropriate legal action by lawyers.

B 17.6. CG GmbH is not obliged to send you a reminder in the event of default.

B 18. Complaints

B 18.1. In the event of complaints it is possible to contact the ombudsman's office of the Professional Association of Financial Service Providers.

This can be reached by email at fdl.ombudsstelle@wko.at.

In addition, alternative dispute resolution is available through FIN-NET (<http://www.bankenschlichtung.at/>) or arbitration for consumer transactions (<http://www.verbraucherschlichtung.or.at/>).

B 19. Gender clause

B 19.1. All masculine terms in these regulations also apply to the feminine form; the masculine form has been chosen solely for reasons of simplification and better readability.

B 20. Final provisions

B 20.1. Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the remainder of the contract. In the B2B sector (business transactions), in such a case, the invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the unenforceable or invalid provision.

B 20.2. The contracts between you and us are subject to Austrian law, excluding international referral provisions and the UN Convention on Contracts for the International Sale of Goods.

B 20.3. Any disputes arising from or in connection with this contract shall be settled by the court in whose jurisdiction the insurance broker's place of business is located, with the exception of consumers within the meaning of the KSchG (Austrian Consumer Protection Act). However, we are entitled to bring any legal action before any other court with jurisdiction over the matter. Notwithstanding this, for consumers within the meaning of the KSchG, the court with jurisdiction shall be that in whose district the consumer's place of residence, habitual abode or place of employment is located.

B 20.4. The place of performance is the location of our registered office.

B 20.5. The provisions of these General Terms and Conditions shall continue to apply in the event of revocation or termination of the power of attorney or service contract, as well as in the event of termination of our assignment beyond the loss of power of attorney or the end of the contract. This applies in particular to the limitations of liability provided for in these General Terms and Conditions.

C - Sector Insurance Brokers and Consultants in Insurance Matters

Version dated September 14th, 2025

C 1. Preamble

C 1.1. CG GmbH, as an insurance broker (hereinafter also referred to as “we” or “us”), brokers insurance contracts between the insurance company on the one hand and you as the insurance customer (hereinafter also referred to as “you”) on the other, independently of its own or third-party interests, in particular independently of the insurance company (insurer).

CG GmbH, as an insurance broker commissioned by you to represent your interests in private and/or commercial insurance matters, acts on behalf of both parties to the insurance contract, but is primarily responsible for protecting your interests.

The insurance broker is not bound by any contractual obligations to the insurer.

C 1.2. We provide our services in accordance with the statutory provisions, in particular the Brokerage Act, the Trade Regulation Act and these General Terms and Conditions (hereinafter referred to as “GTC”) and an insurance brokerage agreement concluded with you with the diligence of a prudent businessman.

C 2. Scope of application

C 2.1. The General Terms and Conditions apply from the conclusion of the contract between us as your insurance broker and you as the insurance customer and supplement any insurance brokerage contract concluded with you.

C 2.2. You commission us with an insurance brokerage agreement to broker insurance contracts throughout the entire term of the agreement. In addition you authorize us in a separate document.

C 2.3. By signing the power of attorney and/or the brokerage agreement, you declare your agreement that these General Terms and Conditions shall form the basis of the entire contractual relationship between you and us, as well as all insurance brokerage agreements to be concluded in the future.

C 2.4. Unless expressly agreed otherwise in individual cases our activities are limited to Austria.

C 3. The core duties of the insurance broker

C 3.1. CG GmbH undertakes to prepare an appropriate risk analysis for you and, based on this, to develop an appropriate coverage concept. You acknowledge that this risk analysis and the coverage concept are based exclusively on the information you have provided and any documents you have submitted to us and that incorrect and/or incomplete information will therefore prevent the development of an appropriate coverage concept.

C 3.2. We will advise and inform you to the best of our knowledge, professionally and in accordance with your needs and arrange the best possible insurance cover for your individual circumstances. You acknowledge that the protection of your interests as an insurance customer is generally limited to insurance companies with branches in Austria and that, due to the increased costs involved, foreign insurance companies will therefore only be included if you expressly request this and pay a separate fee.

C 3.3. We arrange the best possible insurance coverage for you, taking into account the price-performance ratio and the corresponding processing time. When selecting an insurance policy, therefore, in addition to the amount of the insurance premium, the professional competence of the insurance company, its claims handling, its willingness to be accommodating, the contract term, the possibility of termination in the event of a claim, and the amount of the deductible can also be used as assessment criteria.

C 4. Cooperation with other insurance brokers

C 4.1. In order to fulfill an order more quickly or more professionally, we are entitled at our discretion, to use the services of other authorized, and if necessary, specialized insurance brokers if we deem this to be appropriate. This may only be done without prior consultation if it does not result in any additional costs for you.

C 5. Customer's duty to provide information and cooperate

C 5.1. In order to provide the services described in Section C 3. in a careful and conscientious manner, we require all relevant information and documents at your disposal so that we can make an informed assessment of the individual circumstances and provide you with the best possible insurance cover for your specific case. For this reason, you are obliged to provide us with all documents and information necessary for the performance of the services in a timely and complete manner and to inform us of all circumstances that may be relevant to the services described in section C 3.

C 5.2. If necessary, you are obliged to participate in a risk assessment by us or the insurance company after prior notification and appointment and to point out any particular risks on your own initiative.

C 5.3. We may use the information and documents obtained from you after thorough inquiry as a basis for the further provision of our services to you, provided that they are not obviously incorrect.

C 5.4. You acknowledge that an insurance application signed by you or by us as your insurance broker does not yet provide insurance coverage but rather requires acceptance by the insurance company, meaning that there may be a period of time between the signing of the insurance application and its acceptance by the insurer during which you are not covered.

C 5.5. If you are not considered a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), you undertake to check all insurance documents provided through our agency for factual inaccuracies and any deviations from the original insurance application and to notify us of any such discrepancies so that we can correct them. This does not affect our obligation to you as a consumer to check the insurance policy in accordance with § 28 Z 5 MaklerG (Austrian Brokerage Act).

C 5.6. You are obliged to pass on to us any information provided to you directly by the insurer.

C 5.7. You acknowledge that a claim notification or an inspection request does not constitute a commitment of coverage or benefits on the part of the insurer.

C 5.8. You expressly acknowledge that the receipt of a letter or e-mail by us does not constitute immediate insurance coverage or provisional coverage, nor does it constitute acceptance of a contract offer. No liability on our part can be derived from this circumstance. In the event that you clearly wish to have provisional coverage for uncovered periods, we would like to point out the requirement for provisional coverage, which we will apply for if you subsequently send us a written request for provisional coverage.

C 5.9. You also acknowledge that, as the policyholder, you have obligations under the law and the applicable insurance terms and conditions in the event of a claim and that failure to comply with these obligations may result in the insurer being released from its obligation to pay benefits. In this regard, you must notify us immediately after becoming aware of any damage that has occurred.

C 5.10. You will also notify us in writing of any changes relevant to insurance coverage, in particular any change of address.

C 5.11. Furthermore, you are obliged to do everything necessary or refrain from doing anything that could impede or prevent the processing of a relevant insurance matter.

C 6. Performance-related pay

C 6.1. CG GmbH works in connection with the insurance contracts to be concluded between the insurance company on the one hand and you on the other hand on the basis of a combination of commission and another type of remuneration in accordance with § 1 (9) (10) (c) of the Code of Conduct for Insurance Intermediaries.

In individual cases, we also work in connection with the insurance contracts to be concluded between the insurance company on the one hand and you on the other hand on the basis of a fee in accordance with § 1 (9) Z 10 lit a of the Code of Conduct for Insurance Mediation.

If this is the case, this fee and its amount will be stated in a separate consultation report, which will be brought to your attention in a verifiable manner.

We are therefore only entitled to charge a fee for the consultation if this has been agreed with you in advance in writing. However, if an insurance contract is concluded in the same matter, our fee claim shall be waived in proportion to the amount of the commission.

This also applies mutatis mutandis in particular to those cases in which you withdraw from an already signed application for the conclusion of an insurance contract.

C 7. Deliveries, electronic correspondence

C 7.1. Your delivery address is the last address you provided us with. If you fail to notify us of a change of address, information shall still be deemed to have been received if it is sent to the last address provided.

C 7.2. You acknowledge that, due to isolated, technically unavoidable errors, the transmission of emails may, under certain circumstances, result in data being lost, falsified, or disclosed. We shall only be liable for these consequences if we are at fault.

C 7.3. Declarations sent to us by e-mail are only legally valid during office hours. However, the receipt of e-mails does not constitute provisional coverage and has no effect on the acceptance of a contract offer.

C 8. Copyrights

C 8.1. You hereby acknowledge that every concept we create, in particular the risk analysis and coverage concept, is a copyright-protected work. Any distribution, modification or addition, as well as disclosure to third parties, requires our written consent.

C 8.2. If you misuse insurance contract concepts or parts thereof, in particular in the case of new contracts, conversions, etc. of these insurance contracts originally brokered by us, without us being entitled to commission, you shall owe us compensation in the amount of the commission we would have received until the policy expiry date of each insurance contract brokered by anyone.

C 9. Contract language

The underlying contract language for every agreement with CG GmbH is German. All other information and transactions are provided in German. Any translations into other languages are for your information only; any loss, mutilation or falsification of the content during translation is at your sole risk, unless it is due to gross negligence or intent on the part of CG GmbH.

C 10. Liability

Note: The following liability provisions apply only in the B2B sector, not in relation to consumers.

C 10.1. We shall only be liable for any property damage or financial loss in cases of intent or gross negligence. We shall only be liable for the actual damage incurred or your loss of confidence and this liability shall in any case be limited to the amount covered by our existing professional liability insurance. In cases of intent, we shall also be liable for lost profits.

C 10.2. Claims for damages against us must be asserted within six months of becoming aware of the damage, otherwise they shall become time-barred, but no later than two years after the event giving rise to the claim.

C 11. Discretion

C 11.1. We are obliged to treat confidential information that becomes known to us in the course of our business relationship with you as confidential and to keep it secret from third parties and to pass on to the insurance company only such information as is necessary for the assessment of the risk to be insured or the insured risk. There is no duty of confidentiality if you release us from this duty of confidentiality or if we are subject to statutory disclosure obligations in insurance matters.

C 11.2. Insofar as it is necessary for the pursuit of claims (in particular for commission or fees) or for the defense against claims (in particular claims for damages from customers or third parties), we are released from any duty of confidentiality towards courts, authorities and other legal representatives. We are obliged to transfer this obligation to our employees or involved third parties.

C 11.3. The protection of your personal data is very important to us. Data processing is carried out exclusively in compliance with the statutory provisions (GDPR, Data Protection Act) and on the basis of the contract concluded with you and, if applicable, your declaration of consent.

C 12. Insurance customer's rights of withdrawal

C 12.1. In accordance with § 3 of the Consumer Protection Act (KSchG) you are entitled to withdraw from your contract application or from the contract if you submit your contract declaration outside our business premises or a stand at a trade fair. This withdrawal can be declared until the contract is concluded or within 14 days thereafter. The period begins with the delivery of this contract document but at the earliest with the conclusion of this contract. The right of withdrawal expires in the case of insurance contracts at the latest one month after the conclusion of the contract.

C 12.2. The declaration of withdrawal is not subject to any specific form. The withdrawal period is deemed to have been observed if the declaration of withdrawal is sent within the period.

C 13. Termination of representation / business relationship

C 13.1. The business relationship may be terminated by either party at any time without notice by registered letter ("ordinary termination"). For consumers, a simple letter is sufficient as a formal requirement for termination.

C 13.2. You acknowledge that the termination of the business relationship also terminates our obligation to protect your interests but not our economic claims resulting from previous active contractual relationships.

C 14. Electronic invoicing

C 14.1. We are entitled to send invoices in electronic form. The contractual partner expressly agrees to the sending of invoices in electronic form by CG GmbH.

C 15. Due date and terms of payment, default

C 15.1. Unless otherwise agreed, payment for services shall be due after the services have been rendered.

C 15.2. Payments for this must be made after invoicing within the period specified therein and must be transferred to an account specified by CG GmbH without deductions, discounts or fees. In particular, you are obligated to bear any bank charges associated with the payment.

C 15.3. If you fall behind with payments, CG GmbH is entitled to charge default interest at a rate of 6% above the base rate announced by the Austrian National Bank.

C 15.4. Default occurs after the due date specified in the respective invoice has been exceeded but not later than 14 days after the invoice date.

C 15.5. In the event of default, you are obliged to bear all expenses associated with the collection of the claim, in particular collection fees, in accordance with the regulation of the Federal Ministry of Economic Affairs, Federal Law Gazette No.: 141/1996, as amended and any necessary costs for appropriate legal action by lawyers.

C 15.6. CG GmbH is not obliged to send you a reminder in the event of default.

C 16. Gender clause

C 16.1. All masculine terms in these regulations also apply to the feminine form; the masculine form has been chosen solely for reasons of simplification and better readability.

C 17. Final provisions

C 17.1. Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the remainder of the contract. In the B2B sector (business transactions), in such a case, the invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the unenforceable or invalid provision.

C 17.2. The contracts between you and us are subject to Austrian law, excluding international referral provisions and the UN Convention on Contracts for the International Sale of Goods.

C 17.3. Any disputes arising from or in connection with this contract shall be settled by the court in whose jurisdiction the insurance broker's place of business is located, with the exception of consumers within the meaning of the KSchG (Austrian Consumer Protection Act). However, we are entitled to bring any legal action before any other court with jurisdiction over the matter. Notwithstanding this, for consumers within the meaning of the KSchG, the court with jurisdiction shall be that in whose district the consumer's place of residence, habitual abode or place of employment is located.

C 17.4. The place of performance is the location of our registered office.

C 17.5. The provisions of these General Terms and Conditions shall continue to apply in the event of revocation or termination of the power of attorney or service contract, as well as in the event of termination of our assignment beyond the loss of power of attorney or the end of the contract. This applies in particular to the limitations of liability provided for in these General Terms and Conditions.