

# Power of Revocation

We are pleased that you have found one or more of our real estate objects interesting and look forward to providing you additional information.

In order for us to begin servicing your request, such as sending an exposé or arranging a viewing, we need your permission. Please check the "I understand my rights under the act of Power of Revocation (Widerrufsbelehrung) and give my permission to send me requested information". at home berlin und potsdam shall begin, before the expiration of the withdrawal period, with agency services. I would like to have an exposé or confirmation of a viewing time sent to my email.

## Background of Power of Revocation at as of June 13, 2014

With the amendment of consumer law in June of this year, real estate firms are required to inform clients about their legal rights of withdrawal. The legislation strengthens the rights of the consumers. We value our clients and are doing our best to provide you the information about your right to withdraw in a transparent manner and to make it as comfortable as possible. Please understand that we do not want to bother you with additional processes but rather to actively inform you. Basically the act is to inform the customer that there is no cost if a rental or some form of purchase contract for the properties are not completed. If a rental or purchase agreement is completed, the commission listed in the exposé/brochure is earned and due.

## Right of Revocation

You are entitled to rescind the contract within 14 days, in text form (e.g. letter, fax or email) and without a statement of reasons. This period of time starts with the receipt of this document in text form, however not prior to the conclusion of the contract, and not prior to fulfillment of our obligations to provide information as defined in Article 246 § 2 in conjunction with § 1 (1) and (2) of the Introductory Act to the Civil Code ("EGBGB"). To adhere to the right of recession it is sufficient to send the rescission within the period stipulated. To exercise your right of withdrawal you will need to inform us with an explicit statement (e.g. a postal letter, fax or email) of your decision to withdraw from the contract, including your name, address, telephone number, fax number and email. You may use the form provided but it is not obligatory. The withdrawal is to be forwarded to:

at home berlin und potsdam  
Lassen Consulting  
Carl-Herz-Ufer 7, 10961 Berlin  
post@home-berlin-potsdam.de

## **Revocation Consequences**

In the case of an effective revocation the mutually received benefits and, if applicable, derived profits (e.g. interests) are to be returned. In case you are unable to reimburse us either in total or partially for services. This may require you to fulfill the contractual payment obligations for the time until the withdrawal. Obligations for reimbursement of payments are to be satisfied within 30 days. For you, this period of time starts with the dispatch of the statement of revocation, for us with the receipt of the statement.

### **Special Conditions**

The right of revocation expires prematurely if the contract is considered completed upon explicit wish of both parties before they exercise their right of revocation.

## **Declaration on the Waiver of the Right of Revocation**

The prospective customer (client) \_\_\_\_\_ has commissioned the real estate company (agent) at home berlin und potsdam / Lassen Consulting, Am Kienwerder 6, 14532 Stahnsdorf – Germany, to provide information on a potential acquisition of a property.

### 1. Request for Immediate Performance

The client confirms that the agent has instructed him about his right of revocation and has provided an exemplar form of revocation. "I have been instructed about my right of revocation for the duration of 14 days by the Power of Revocation. I am aware that the revocation time has not expired yet. If I were to rescind the contract in these 14 days, I would no longer be bound by it. For this reason, at home berlin und potsdam would start their services after the 14 days have expired. However, I explicitly request that the agent/company start broker services immediately by providing me information on properties of interest and upon my direction negotiating and closing the sale of the property."

### 2. Compensation/Loss of the Right of Revocation

The client is aware that he owes the agent compensation for work he explicitly requested and which was performed before the expiration of the right of revocation and before a revocation. The compensation generally equates to the full local custom commission. This has been earned by providing information about the property or negotiating the conclusion of the contract. If the agent has delivered the requested information and performance before the duration of the right of revocation expires, the client loses his right of revocation.

In case of any inconsistency between the German and the English versions of this Agreement, the German text shall be authoritative.

## Example- Form of Revocation

(If you wish to rescind the contract please fill in this form and return it to us)

at home berlin und potsdam  
Lassen Consulting  
Carl-Herz-Ufer 7, 10961 Berlin  
post@home-berlin-potsdam.de

I/We (\*) hereby rescind the contract signed by me/us (\*) concerning the following services:

Date of receipt of sales documents\_\_\_\_\_

Name of the recipient(s)

Address of the recipient(s)

Signature of the recipient(s) (only for statements on paper)

Place, Date

(\*) Delete where inapplicable