

MANDATE

The law firm

Bader Gnehm & Partner Ltd., Genferstrasse 21, 8027 Zurich, Switzerland

is retained in the matter of

concerning

The holder of the mandate is obligated to execute this mandate diligently in the interests of the client.

The holder of the mandate is entitled, at its discretion, to seek assistance from attorneys or employees of his/her/their law firm in executing the mandate. After advance notice to the client, the holder of the mandate is entitled to consult outside consultants, domestic and foreign corresponding attorneys, experts, and other outside support personnel to the extent that it deems it useful or necessary.

In order to represent the client with respect to third parties, the holder of the mandate requires a written power of attorney. The text of the official power of attorney of the Zurich Bar Association shall be used for that purpose. The holder of the mandate shall, however, utilize said power of attorney only to the extent necessary for the execution of this mandate. Powers of attorney issued in connection with this mandate shall be limited to the pursuit of this mandate: they shall not grant any rights beyond those afforded by this mandate.

The client may terminate this mandate and any power of attorney issued on the basis thereof at any time. The holder of the mandate also has the right to terminate the mandate. A termination may give rise to claims if made at an inappropriate time.

The client shall be responsible for the payment of fees or costs by third parties, government authorities and/or courts.

The client can at any time demand an invoice statement or other information pertaining to fees owed, expenses incurred and/or concerning the status of execution of the mandate.

The client also mandates the holder of the mandate to collect any amounts awarded in the case.

Furthermore, the client assigns to the holder of the mandate any claims for court-awarded attorney compensation, up to the amount of his claims, on account of payment.

The holder of the mandate is entitled, without prior notice, to destroy the reference files ten years after settlement of the case.

Fees

The client is obligated to pay the fee and all expenses of the holder of the mandate pursuant to the following stipulation:

Hourly fee

The fee (exclusive of VAT) shall be charged on the basis of hours expended, as follows:

- at an hourly rate of: CHF for Partners,
CHF for employed Attorneys, and
CHF for Jurists and Paralegals.
- plus
 - success bonus of
in the event of full or partial success in the case (cf. separate agreement);
 - in the case of will executions/liquidations, % of the gross proceeds
- and for legal representation before civil and criminal courts and other authorities shall correspond, at a minimum, to the amount of damages awarded to the client for the costs of legal representation.
- Special provisions:
.....
.....

Fixed fee

Regardless of the hours expended, the fee (exclusive of VAT) shall be:

- CHF
- plus success bonus of
in the event of full or partial success in the case (cf. separate agreement)
- and for legal representation before civil and criminal courts and other authorities shall correspond, at a minimum, to the amount of damages awarded to the client for the costs of legal representation.
- Special provisions:
.....

Lump sum for incidental expenses

The client shall pay a lump sum of 4 % of the total fee owed (exclusive of VAT) to cover postage, telecommunication charges, photocopies, and other incidental expenses. All other expenses shall be reimbursed separately.

Retainer

The client shall pay a retainer of CHF to be deducted from the final invoiced amount.

Interim invoice statements

Interim invoice statements shall typically be issued

Other provisions

Data Security

The holder of the mandate may, within the frame of providing the services, access external IT service providers and cloud providers with servers located in Switzerland or abroad and may use certain IT services and means of communication which might be associated with data security risks (e.g. e-mail, Skype, etc.). It is the client's task to advise the holder of the mandate in case of requirements for particular security measures.

Venue and governing law

The **regular courts of the Canton of Berne** shall have exclusive jurisdiction over disputes arising from this mandate relationship. The mandate shall be governed by the laws of Switzerland, in particular Articles 394 ff. of the Swiss Law of Obligations.

The client:

Place / date:

Signature(s):

Name / function:

Die holder of the mandate:

Bader Gnehm & Partner AG, Genferstrasse 21, 8027 Zurich, Switzerland

Place / date:

Signature:

Name / function: