



MANDATE

Nicolas Schwarz, LL.M., Attorney-at-Law

is retained in the matter of

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concerning

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the following matters in particular:

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1. Nicolas Schwarz is obligated to execute this mandate diligently in the interests of the client.
2. After advance notice to the client, Nicolas Schwarz is entitled to consult outside consultants, domestic and foreign corresponding attorneys, experts, and other outside support personnel to the extent that he deems it useful or necessary.
3. In order to represent the client with respect to third parties, Nicolas Schwarz 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. He 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.
4. The client may terminate this mandate and any power of attorney issued on the basis thereof at any time. Nicolas Schwarz also has the right to terminate the mandate. A termination may give rise to claims if made at an inappropriate time.
5. The client shall be responsible for the payment of fees or costs by third parties, government authorities, and/or courts.
6. 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.
7. The client also mandates Nicolas Schwarz to attend to the collection of any amounts awarded in the case. Furthermore, the client assigns to Nicolas Schwarz any court-awarded compensation for expenses, up to the amount of his claims, by way of payment.

8. Nicolas Schwarz 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 Nicolas Schwarz of this 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
- 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:
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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:
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Fee based on the Ordinance on Legal Fees

The fee (exclusive of VAT*) shall correspond to the fee awarded for legal representation pursuant to the Ordinance of Legal Fees of the Zurich Appellate Court

- plus success bonus of
in the event of full or partial success in the case (cf. separate agreement).
- Special provisions:
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Lump sum for incidental expenses

The client shall pay a lump sum of 3 % 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, such as travel expenses for trips outside the city of Zurich (first class, half price card), expenses for courier services and invoices from third parties (for excerpts from the register of commerce and the debt collection register, translations, notarizations and legalizations etc.).

* Services provided for clients outside Switzerland are VAT-exempt by law.

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

Venue and governing law

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

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(Place) (Date)

The client:

Nicolas Schwarz:

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Signature(s)