

# Power of Attorney with Power of Substitution

for

Prof. Dr. Roland Müller, Rechtsanwalt  
Stephan Mullis, Rechtsanwalt  
Felix Ludwig, Rechtsanwalt

Nadine Osterwalder, Rechtsanwältin  
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## Members of the Swiss Lawyer's Association

to individually protect interests in the following matter:

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1. The representative shall be authorised to do or refrain from anything that he or she deems necessary or appropriate to protect the interests of the principal. He or she may especially:
    - act before all authorities and courts
    - reach a settlement
    - acknowledge or withdraw an action
    - agree and invoke an arbitral court
    - accept and furnish payments or other performances
    - submit and lead a bankruptcy and debt collection petition
    - dispose of the subject of litigation
    - institute criminal proceedings
    - issue orders relating to the land register, and especially also sell and encumber land/property
    - make release statements to third parties.
  2. The mandate and the power of attorney may be transferred (entirely or for partial performances), particularly to the other legal employees of ME Advocat AG. A responsibility for the correct handling of the mandate through a duly accredited employee thereby only concerns his achievements.
  3. The mandate and the power of attorney shall not expire upon the death, declaration of death, mental incapacity or bankruptcy of the client. The mandate and the power of attorney is revocably at any time by both parties.
  4. The representative shall be entitled to destroy the files in his or her possession after the expiry of ten years following the conclusion of the mandate unless their return has been requested beforehand.
  5. Unless the representative is not already released from professional confidentiality, the representative shall be released from professional confidentiality to assert claims arising from this mandate relationship as far as it is necessary to enforce his/her claims.
  6. **In case of disagreement between the parties, the principal hereby acknowledges and accepts that Swiss law shall apply and that the ordinary courts in Staad/SG shall be competent, unless mandatory law provides otherwise.**

The principal

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Place, date

**Waiver of legal professional confidentiality**

The principal shall release \_\_\_\_\_ (legal protection insurance, litigation funders, liability insurance etc.) from safeguarding professional confidentiality and shall authorise them to supply the representative with any information which is required or useful in this matter.

The principal

\_\_\_\_\_  
Place, date

\_\_\_\_\_

**Waiver of medical professional confidentiality**

The principal shall release doctors and their ancillary staff from safeguarding professional confidentiality and shall authorise them to supply the representative with any information which is required or useful in this matter.

The principal

\_\_\_\_\_  
Place, date

\_\_\_\_\_

**Waiver of banking secrecy**

The principal shall release banks and their ancillary staff from safeguarding banking secrecy and shall authorise them to supply the representative with any information which is required or useful in this matter.

The principal

\_\_\_\_\_  
Place, date

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