

Mandate and Power of Attorney with Power of Substitution

for

Prof. Dr. Roland Müller, Attorney at Law
Prof. Dr. Karl Eckstein, Attorney at Law
Stephan Mullis, Attorney at Law
Dr. Roberto Fornito, Attorney at Law
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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 mandatee shall be authorised to do or refrain from anything that he or she deems necessary or appropriate to protect the interests of the client. 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 a bankruptcy 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.
 2. The mandate and the power of attorney may be transferred (entirely or for partial performances), particularly to the other legal employees of Müller Eckstein. A responsibility for the correct handling of the mandate through a duly accredited employee thereby only concerns his achievements. They shall not expire upon the death, declaration of death, mental incapacity or bankruptcy of the client.
 3. The parties shall agree a fee agreement separately. A particular feature is that the client has assigned to the mandatee, which is hereby confirmed, its claims vis-à-vis courts, authorities, litigation opponents, contracting parties or other third parties for the reimbursement of the costs generated by the parties/lawyer's fees and for the refund or restitution of registration fees, advance payments for the cost of proceedings and security for costs to protect its claims resulting from this mandate. The mandatee shall decide at its own discretion on any precautions to assert the claims assigned to him or her. He or she shall (individually) render account to the client for the received payments arising from the assigned claims, whereby he or she shall be entitled to the customary fee for any of his or her collection efforts. The mandatee shall transfer any assigned claims which he or she does not need to settle his or her claims resulting from the mandate back to the client when the mandate is terminated. The client shall furnish and supplement an advance on costs upon request. If the requested advance on costs is not furnished, the mandatee shall be entitled to cease his or her activities.
 4. The mandatee 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. The mandatee shall be released from professional confidentiality to assert claims arising from this mandate relationship.
 6. **The client shall recognise Swiss law as applicable and the courts of Herisau/AR as competent to settle any disputes arising from this mandate relationship.**

The client:

_____, _____ (date)

Waiver of medical professional confidentiality

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

The client:

_____, _____ (date)

Waiver of banking secrecy

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

The client:

_____, _____ (date)
