

# Fee Agreement

by and between

....., attorney-at-law, asg.advocati Attorneys at Law and Notaries Public,  
Pestalozzistrasse 2, 9000 St. Gallen

the "Mandatory"

and

.....

the "Principal"

concerning

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The Parties hereto enter into this Fee Agreement with respect to a mandate that is further set out in a separate document entitled "Mandate and Power of Attorney" (the "**Mandate**"). The purpose of the Fee Agreement is to determine the fees that Principal shall pay for the services provided (the "**Fee**") to the Mandatory, as well as to partners, associates and secretaries of asg.advocati or to third parties that Mandatory may employ from time to time for the execution of the Mandate.

## 1. Basis for determining the Fee

The usual types of Fee are described in a separate guideline entitled "Types of Attorneys' Fees". The Principal hereby confirms to have received a copy of such guideline and satisfactory answers to its questions relating thereto.

## 2. Agreement on the Fee

### a. Fee payable on a time spent basis

The Fee is based on a time spent basis for all services provided under the Mandate. The hourly rate is as follows (excluding VAT):

CHF            for the Mandatory and all the partners of the law firm;

CHF            for legal collaborators of asg.advocati with an attorney's license;

CHF            for legal collaborators of asg.advocati without an attorney's license;

CHF            for secretarial work.

The parties hereto hereby expressly waive the application of the official tariff for proceedings in front of courts and authorities. Indemnities that are awarded by courts and authorities to the Principal shall be imputed on the Fee calculated on a time spent basis. If such indemnities exceed the Fee agreed between the parties hereto, the excess shall be for the account of the Mandatory.

Additional bonus in case of success:

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### b. Lump Sum Fee

The Fee is a fixed and firm lump sum of CHF ..... (excluding VAT) independent of the time spent for the services set out hereafter:



The parties hereto hereby expressly waive the application of the official tariff for proceedings in front of courts and authorities. Indemnities that are awarded by courts and authorities to the Principal shall be imputed on the Fee calculated on a time spent basis. If such indemnities exceed the Lump Sum Fee agreed between the parties hereto, the excess shall be for the account of the Mandatary.

- The following services are not included in the Lump Sum Fee and will be billed on a time spent basis:

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- Additional bonus in case of success:

.....

c. Fee in accordance with the schedule of official tariffs

- The Fee is calculated in line with the schedule of official tariffs of the court and/or authority competent for the case. For services provided by the Mandatary that are not part of such official tariff, Mandatary shall be entitled to charge a Fee on a time spent basis.

- Additional bonus in case of success:

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**3. Expenses**

- Lump Sum Expenses:** The expenses incurred by the Mandatary for petty cash expenses such as, but not limited to, postage, telecommunications, photo copies, research in the internet and in data bases are fixed as a lump sum amount of 4% of the total Fee but capped at CHF 1000.- per calendar year. All other expenses such as, but not limited to, travel and procedural costs will be billed in addition at cost.

- All Expenses:** All expenses are charged at cost as incurred.

**4. Value Added Tax ("VAT")**

The Fee as well as the expenses are deemed excluding VAT and are subject to VAT unless there is a legal exemption to charging VAT. In the event that the Federal VAT Authorities were to claim VAT on a Fee that the parties hereto believed to be exempted of VAT, Mandatary shall be entitled to charge such VAT to Principal anytime during a period of 10 years after the date of invoice of the relevant Fee.

**5. Advance Payment**

- Principal will make an advance payment  immediately or  latest until ..... in the amount of CHF ....., which amount shall be imputed on the next Fee invoice, and undertakes top up such advance payment upon Mandatary's first request.

- Mandatary waives the advance payment for the time being but reserves the right to require an advance payment any time in its sole judgment.

**6. Billing**

The Mandatary will invoice the Principal for its Fee and expenses periodically, typically  quarterly or  semi-annually or  ....., as well as at the end of the Mandate or anytime as requested by Principal. Except if otherwise expressly indicated, invoices include all services and expenses provided up to the date of invoice; supplementary claims and reclaiming of Fees and expenses are excluded.

**7. Due Date, Payment Terms, Assignment**

Advance payments are due and payable immediately, invoices within 30 days of date of invoice. If any payment is late 30 days and more, Principal shall be deemed in default and Mandatary shall be authorised to charge late interest and/or to discontinue its activities forthwith.

As a security of Mandatary's entitlement for payment of its Fees and expenses under the Mandate, the Principal hereby assigns to Mandatary all its claims against, without limitation,

courts and administrative bodies, opposing parties, contract partners and/or other third parties for the reimbursement of attorneys' fees, procedural advance payments to courts and procedural deposits. Mandatary shall in its sole discretion decide on how to assert its rights for the assigned claims. Mandatary shall inform the Principal of any moneys received from the assigned claims and is entitled to a fee for any collection procedure undertaken therefor. Any assigned claims that Mandatary did not use for covering its entitlements under this Mandate shall be reassigned to Principal upon the end of the Mandate.

**8. Waiver of the Attorney's Secrecy Obligations**

The Mandatary shall be released from its professional secret for asserting or defending claims for payment of the Fees and expenses resulting from the Mandate.

**9. Lapsing of the Fee Agreement**


Subject to the full performance of the Principal under this Fee Agreement or the entering of a new Fee Agreement

- this Fee Agreement shall lapse upon completion of the Mandate.
- this Fee Agreement shall be deemed to be a Master Fee Agreement for the current and all future Mandates between the parties hereto.

**10. Applicable Law and Venue**

In case of disagreement between the parties hereto, the Principal hereby acknowledges and accepts that Swiss law shall apply and that the ordinary courts in St. Gallen shall be competent.

**11. Special Agreements between the Parties hereto**

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The Principal

The Mandatary

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Place/date: .....

Place/date: .....