

## Mandate and Power of Attorney

given to .....(name of attorney) (the "Mandatory")  
of the Law Firm asg.advocati  
Member of the St. Gallen and Swiss Bar Associations

Pestalozzistrasse 2, CH - 9000 St.Gallen  
Telephone 071/ 228 00 44 Telefax 071/ 228 00 40 E-Mail mail@advocati.ch  
VAT-No.. ..... PC ....(number of account at Post Finance)

to ensure the interests of and represent undersigned (the "**Principal**") in the following matter:

.....

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1. The Mandatory is authorized to do or to omit to do anything that it deems appropriate and reasonable to ensure the interests of Principal.  
Mandatory shall be authorized to do, without limitation, any of the following
    - to act in front of all public authorities and courts
    - to enter into a settlement
    - to accept or withdraw a complaint
    - to enter into an arbitration clause and take legal action in front of an arbitration court
    - to accept or perform all payments and other services
    - to file a motion for bankruptcy
    - to dispose of a matter in dispute
    - to file a petition under criminal law
    - to sell or to burden an estate and execute other actions in the cadastre.
  2. The Mandate and Powers may be assigned, as a whole or in part, without limitation, to the other members of the law firm asg.advocati in St. Gallen. Liability of the assignee shall be limited to the proper execution of its services provided.  
Mandate and Powers shall not lapse in case of death, declaration of absence, loss of capacity to act or bankruptcy of Principal.
  3. The parties hereto shall enter into a separate Fee Agreement. Among other things, such Fee Agreement will provide that, as a security of Mandatory's entitlement for payment of its Fees and expenses under the Mandate, the Principal assigns to Mandatory 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. Mandatory shall in its sole discretion decide on how to assert its rights for the assigned claims. Mandatory 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 Mandatory did not use for covering its entitlements under this Mandate shall be reassigned to Principal upon the end of the mandate.
  4. The Mandatory shall be permitted to destroy the records in its possession ten years after the ending of the mandate unless Principal has required the records to be returned.
  5. The Mandatory shall be released from its professional secret for asserting or defending claims resulting from this Mandate.
  6. 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.

The Principal:

(Date) .....

.....

(see overleaf)

**Waiver of Medical Secrecy**

The Principal hereby waives the medical secrecy imposed on medical doctors and their auxiliary persons and empowers them to provide to the Mandatary all information that is useful and necessary for the resolution of the Mandate.

The Principal:

(Date) .....

.....

**Waiver of Banking Secrecy**

The Principal hereby waives the banking secrecy imposed on banks and their auxiliary persons and empowers them to provide to the Mandatary all information that is useful and necessary for the resolution of the Mandate.

The Principal:

(Date) .....

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