

# MANDATE AND POWER OF ATTORNEY

to

**lic. iur. Roman Schmidlin, Attorney at Law, Lattenhofweg 4, 8645 Jona,**

to protect the interests in the following matter (Client and matter):

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1. The mandatary is authorised to do or to omit to do what he considers to be necessary or appropriate to protect the interests of the mandator. He may in particular
    - act before all authorities and courts
    - agree to a settlement
    - acknowledge or withdraw a complaint
    - agree to and call upon a court of arbitration
    - accept and provide all payments and other services
    - apply for bankruptcy
    - dispose of the subject matter of the dispute
    - press charges
    - make distributions in the land register and sell property

The mandator acknowledges and authorises the services previously rendered on his behalf by the mandatary.

2. The mandate and power of attorney may be transferred. They do not lapse upon the death of the mandator, nor if he is deemed missing or in the case of his incapacity or bankruptcy.
3. In all cases the mandator is required to pay the fee and cash expenses of the attorney. The fee is calculated according to the standard rates, the fee agreement between the attorney and the mandator, or, for representation before civil and criminal courts, administrative authorities and courts, if no other arrangement has been made, according to the fee structure for lawyers of the respective canton. Any difference between the legally or officially awarded fee and the actual costs of the mandatary shall be borne by the mandator. The mandator authorises and instructs the attorney to collect any amount in dispute adjudged to the mandator. Furthermore, the mandator transfers to the attorney for payment any compensation up to the amount of his claims.
4. Waiver of medical professional confidentiality: the mandator releases doctors and their auxiliaries from their obligation to observe professional confidentiality and authorises them to issue the attorney with all essential and relevant information in the matter.
5. Waiver of banking secrecy: the mandator releases banks and their auxiliaries from their obligation to observe banking secrecy and authorises them to issue the attorney with all essential and relevant information in the matter
6. The mandatary is entitled to destroy the files in his possession after a period of ten years from the conclusion of the mandate if there has been no previous request for their return.
7. The mandator acknowledges that Swiss law shall apply to the resolution of disputes arising from this contractual relationship and that the courts of Rapperswil SG has jurisdiction. In the case of disputes arising from this contractual relationship (in particular regarding claims for fees) the mandator shall release the mandatary from the attorney's confidentiality obligation.
8. The mandator agrees that the mandatary may communicate with him, and – if necessary – with third parties, by email. The mandator rejects any liability for the infringement of attorney-client privilege, insofar as this can be attributed to communication via email. The mandator accepts that emails may be transmitted via foreign servers.

Place, Date

The mandator:

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