



Terms of mandate

1 Fee

Tschümperlin Lötcher Schwarz AG charges according to time spent. We charge the following hourly rates for our services:

- | | |
|---------------------|-----------------------------------|
| - Partner | according to the agreement made * |
| - Associates | according to the agreement made * |
| - Junior Associates | CHF 120.00 |

* according to expertise, experience and interest

Secretarial work is included in these hourly rates. They are not charged additionally unless the secretariat performs clerical work. Administrative work by the secretariat is charged at CHF 90.00 per hour. In addition, VAT and expenses are charged at a flat rate of 3% of the fee (postage, travel and transportation expenses, etc.). Travel expenses and other directly paid expenses (fees, courier costs, etc.) are invoiced additionally.

We usually invoice the fee per quarter with a detailed list of services. We can also send you an interim invoice at any time on request. Tschümperlin Lötcher Schwarz AG reserves the right to demand payments on account.

For notarial mandates, the fee is based on the Ordinance on Notarization Fees (BeurkGebV, SRL No. 258).

If the attorney's fees are to be reimbursed by the other party and if the reimbursement of costs awarded by the court or agreed with the other party is higher than the fee resulting from the fee statement, this reimbursement of costs, insofar as it is actually paid, shall take the place of our fee claim. If the reimbursement of costs is less than the fee charged, the fee claim shall remain unaffected.

2 Communication

If you contact us by e-mail, we assume that you agree to communication by e-mail, even unencrypted. On request, we offer video meetings with Microsoft Teams.

We would like to draw your attention to the fact that - despite all the security precautions we take - unencrypted communication via email or Teams meetings is neither secure nor confidential. Information sent by e-mail can be intercepted and altered, it can be lost, deleted, arrive late or incomplete and contain viruses. Teams meetings can be recorded or overheard. Anyone who contacts us by e-mail or agrees to a Teams meeting expressly accepts the associated loss of security and confidentiality.

Tschümperlin Lötcher Schwarz AG

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If you provide us with data using a file hosting service such as Dropbox, WeTransfer, Google Drive etc., we assume that you accept the relevant terms and conditions of the services and the security risks associated with data exchange.

3 Documentation and storage of files

Tschümperlin Lötscher Schwarz AG shall keep the mandate files (including address and service billing data, e-mails and documents) electronically. Tschümperlin Lötscher Schwarz AG is entitled to delete all files without prior request after ten years have elapsed since the matter was settled. The client is responsible for storing the original files sent to him or her.

4 Data protection / Professional privilege

Tschümperlin Lötscher Schwarz may outsource the maintenance or operation of the IT systems to third parties or obtain them entirely from third parties (in particular as a cloud solution). In doing so, we ensure that the requirements of the Swiss Bar Association regarding data protection law are met. Third parties involved are bound to confidentiality in advance.

For the processing of personal data in connection with the client relationship, the data protection provisions apply, which can be accessed on the website (<https://www.tls-partner.ch/de/rechtliches>).

5 Newsletter / information about the law firm and legal topics

Tschümperlin Lötscher Schwarz sends clients information on interesting legal topics and on the law firm and its services (electronic newsletter or printed information). You can object to this at any time and unsubscribe from receiving information (email to info@tls-partner.ch).

6 Applicable law and jurisdiction

For all litigation arising out of or in connection with this mandate you agree to Lucerne, Switzerland, as exclusive place of jurisdiction. Swiss substantive law will be applicable.

Lucerne, 2024