

Moscow, [DATE]

[ADDRESS]

Engagement Agreement

Dear Sirs,

We are pleased that [NAME, CITY, COUNTRY], has engaged Secretan Troyanov Schaer SA to provide legal services. Kindly sign, stamp and return this engagement letter (“Agreement”) to Secretan Troyanov Schaer SA, ulitsa Usacheva 33/1, 119048 Moscow to confirm your agreement with our terms of business as set forth herein:

1. **Scope of Services.** The scope of services provided under this Agreement will be defined from time to time by oral or written agreement. Unless you advise otherwise, we may accept instructions from and communicate with any person having apparent authority to act on your behalf.
2. **Fees.** Our fees are normally calculated on a time-spent basis in accordance with the general practice in the Swiss legal profession. Our current standard hourly rates are from 150 to 500 CHF/USD, respectively 125 to 400 EUR. The total fee amount may be adjusted by written or oral agreement to take account of specific circumstances. Some services may be billed on a fixed fee basis agreed in advance.
3. **Fee estimates.** While fee estimates are not binding, we will notify you before exceeding a fee estimate and continue work only with your prior consent.
4. **Expenses and disbursement.** We charge a surplus to cover our telecommunications costs which is calculated as 3 % of our fees. You shall further reimburse all reasonable expenses and disbursements which we may incur from time to time in relation to services provided under this Agreement.
5. **Invoices.** Fees and disbursements are calculated in CHF or USD or EUR as applicable. Invoices are payable within thirty days to our CHF account # 0251-1589084-31 (IBAN: CH70 0483 5158 9084 3100 0) or our USD account # 0251-1589084-32 (IBAN: CH36 0483 5158 9084 3200 0) or our EUR account # 0251-

1589084-32-1 (IBAN: CH09 0483 5158 9084 3200 1) with Crédit Suisse, avenue de la gare 13, 1700 Fribourg, SWIFT CRESCHZZ80A.

6. Russian VAT. It is understood that no Russian VAT will be charged with respect to legal services rendered outside the territory of the Russian Federation provided that:

(i) You do not have any place of activity in the Russian Federation within the meaning of Article 148 of the RF Tax Code;

Pursuant to Article 148 RF Tax Code the territory of the Russian Federation is considered the place of the activity of the purchaser of legal and consulting services if such purchaser has a factual presence on the territory of the Russian Federation based on its being a company registered in Russia or, in the absence of such registration, (i) based on the place of business indicated in its constituent documents, or (ii) based on the place of its management or the location of its permanently acting executive body, or (iii) based on the location of its permanent establishment if the services are rendered through the permanent establishment. An individual (except individual businessmen) is considered having its factual presence at his/her domicile.

(ii) The cost of the services is borne by you and not recharged to any entity in Russia;

(iii) You provide us without delay with a signed and stamped original of the acceptance act (акт приема-сдачи услуг) accompanying our invoices, which we shall submit to the Russian tax authorities together with this Agreement to confirm that Russian VAT does not apply to the services provided under this Agreement.

By signing this letter you represent and warrant that you meet the conditions stated above and will notify us of any change affecting your VAT status. You shall indemnify us of the damage caused by any misrepresentation in this respect or your failure to provide the acceptance act in time.

7. Subcontracting. Unless otherwise agreed services under this Agreement may be subcontracted to third parties whenever we consider this expedient.

8. Restrictions. Advice on Russian law is based on the officially published legislation and our experience at the date when the advice is provided, without any obligation to update such advice to account for subsequent changes. The advice is provided for your sole use and not to be disclosed or copied to third parties.

9. Communications. Unless otherwise agreed in writing, communications are made by fax or electronic mail. You hereby expressly authorize communications by electronic mail and agree to bear all risks related to the use of this medium (see our website www.sts-law.ru for further information).
10. Confidentiality. Although we strive to ensure maximum confidentiality, you acknowledge and agree that the attorney privilege is not available to us under Russian law and the Russian authorities may obtain access to information and/or documentation without our consent. Files are normally kept at our Moscow offices.
11. Conflicts of Interest. We will not represent any other client in a matter where (i) we are already representing you (your company) or (ii) the other client would be substantially and adversely related to you (your company).
12. Governing Law and Disputes. This Agreement as set forth herein shall be governed and construed in accordance with the laws of the Russian Federation. Any disputes shall be settled by the competent courts in Moscow, Russian Federation, exclusive of any other jurisdiction.
13. Effective Date. Regardless of the date of its effective signature this Agreement shall be deemed to apply as from the date when we have commenced providing our services.

Respectfully Yours,

Markus Schaer
Director Moscow Office

Agreed on behalf of [CLIENT]:

_____ [signature and stamp]

Name:

Position:

Place and Date: