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GENERAL MANDATE AGREEMENT
The undersigned, Mr/Mrs/Ms/Messrs
(Surname, name / Company Name, Registered office)

Mr. Nikolai Chamalov
Petrovskaya Emb. 4
app. 105, St. Petersburg

(hereinafter referred to singly and collectively as the “Mandatary”)

and

INTERNIS LIMITED, Luenstrasse 50, 8001 Zurich, Switzerland
(hereinafter referred to as the “Mandatary”)

agree to stipulate the present General Mandate Agreement having as its principle object the Company (name and registered address)

FM & PS LIMITED, Hill House, Highgate Hill, London N5 UU / UK

(hereinafter referred to as the “Company”)

and agree to be bound in particular by its terms as well as the special and general conditions specified herebelow:

A. DETAILS OF THE COMPANY MANDATE

In particular, the Mandatary hereby grants to the Mandatary the mandate to fulfill the assignments indicated below:

□ MANDATE FOR THE CONSTITUTION AND ACQUISITION OF THE COMPANY

The Mandatary will proceed with the constitution/acquisition of the Company, object of the present Mandate, in accordance with the instructions expressed herebelow subject to the condition that the Mandatary has opportently made available to the Mandatary the sums of money necessary for paying in the Company’s subscribed share capital and/or the payment of the purchase price as well as all agreed fees and expenses.

CAPITAL:

authorised: GBP 100

issued: GBP 2

paid in: GBP 2

divided into: 100 shares at GBP 1

share certificates:

capital coverage:

EQUITY PARTICIPATION IN THE COMPANY

NAME %

1. Nikolai Chamalov 33.33 %

2.

3.

4.

5.
The Company will be provided with a standard set of Articles and Memorandum of Association unless otherwise specifically requested in writing by the Mandator. Unless otherwise agreed and expressly specified, the Company’s capital will be deemed to the minimum amount foreseen by the legal provisions of the jurisdiction relevant to the Company.

III MANDATE FOR DOMICILIATION, SECRETARIAL FACILITIES, ACCOUNTING SERVICES

The Mandator will fulfil the following expressly indicated assignments:

Decision:
- provide the Company statutory seat
- provide a postal address
- provide a business address
- provide a telephone address
- receive and forward the correspondence
- provide a local representative

Administration/Maintenance:
- keep the Company’s books (except for accounting records)
- organise the annual general meeting and prepare the relevant minutes
- organise for the annual meeting of the Board of Directors and prepare the relevant minutes
- forward legal annual notifications to the public authorities (except for tax returns)

Accounting:
- keep the accounting books
- prepare the journal entries
- prepare the annual accounts
- prepare and send tax returns

The accounting mandate covers ordinary accounting activity limited to a certain minimum number of annual entries; additional activities or increased accounting requirements will incur additional remuneration.

Regulations relating to the company mandate:

a. Where more than one person is Mandator in relation to a Company, unless otherwise provided in the Articles or Memorandum of Association of the Company, each Mandator is entitled to obtain information regarding the company.

b. Instructions or directions to the Mandator, respectively to the Company’s directors, shall be given jointly and unanimously by all Mandators, except in the case of a valid delegation of the shareholders’ meeting on the matter. In any case, a Mandator may be represented by one or more proxy.

c. Instructions or directions regarding the presence at the shareholders’ meetings or at the meeting of participants of companies of the Company shall be given jointly and unanimously by all Mandators, except in the case of a valid delegation of the shareholders in the specified matter. In any case, a Mandator may be represented by one or more proxy.

d. Should the Mandator not receive relevant instructions and/or directions in due time according to the above mentioned method of valid instruction, the Mandator shall not be obliged to manifest any view on behalf of the Mandator in any such meeting and the Mandator, in such cases, personally assumes responsibility for all damages which may occur as a result thereof and all related consequences.

e. The Mandator declares to be fully aware of the sources of funds set at the Mandator’s disposal in order to form the share capital of the Company and/or to perform other investments and confirms not to know of any particular evidence that may arise doubts of a possible criminal source of the funds.

f. The Mandator declares that the present Mandate to incorporate the Company is only for his personal use and that Mandator is not acting on behalf of or for the economic interest of third parties.

g. The Mandator declares and undertakes that in no circumstances with the Company be used with the objective to hide funds which could be used for illegal activities. Mandator further declares to be aware of the penal and administrative regulations in force, and particularly of those adopted against money laundering, as well as the relative procedures, rules and instructions, concerning judicial assistance and co-operation. In this regard, Mandator declares to be acquainted with the possibility, in case of legitimate request from the competent authorities, that the Mandator could be obliged to disclose all information relating to the business and activities of the Company belonging to Mandator, with the possibility that, at the same time, the competent authorities could proceed with the confiscation of all the Company’s assets.

h. In general, the Mandator authorises the Mandator to collect, at its complete discretion, information about the Mandator.

B. DETAILS OF THE COMPANY DIRECTOR(S) MANDATE

In particular, the Mandator requests the Mandator to provide members of the Board of Directors of the Company, whether physical or juridical persons, indicated below, or in absence of express nomination herein, persons of Mandator’s trust.

One or two directors of Sark and Dr. Silvio Rossetti
1) The functions of a member of the Board of Directors (hereafter, in most cases, as Board or any member thereof) are carried out merely on a facultative basis on behalf of the Manderator, Mandatory or persons duly authorized by the same.

2) Should the Manderator not supply the necessary instructions to the Mandatory, the Mandatory shall be entitled to proceed to fulfill the Mandate according to its nature, in the best interest primarily of the Company and also of the Manderator; notwithstanding the foregoing, the provisions of articles b. and c. in relation to the Company Mandate shall be fully applicable.

3) The Mandatory is entitled to substitute the above-mentioned members of the Board with other persons of its trust, and to whom the provisions of the regulations concerning mandate for directors herein shall apply.

4) The Manderator undertakes not to substitute the members of the Board appointed by the Manderator without notifying the Mandatory in advance.

5) If such a substitution takes place without being requested by the Manderator, the Manderator shall be bound to pay all the costs related to bringing about the relevant changes. In all other cases, the costs will be borne by the Manderator.

6) By signing this General Mandate Agreement, the Manderator herewith approves all the actions performed by the Mandatory as well as those of the directors and third parties appointed or designated by the Mandatory, confers the correct execution of such actions, and further assumes all obligations and/or responsibilities arising in connection with the fulfillment of the General Mandate Agreement, except in case of gross negligence or willful misconduct of the Mandatory and/or the directors appointed by the Mandatory.

7) The Mandatory himself undertakes all responsibilities and indemnifies the Manderator and/or the persons appointed directly by the Manderator including those appointed by its directors from all eventual legal and administrative proceedings, or any action against the company or its directors or any nature whatsoever. Upon the request of the Manderator, the Mandatory undertakes to provide sums in advance to cover legal costs and related expenses which the Company, the Manderator, or directors of said Company may be required to sustain.

8) Such indemnity and undertaking of responsibility shall remain in full force also in case of partial or total transfer of the shares by the Mandator / shareholders. The termination of this General Mandate Agreement or of the specific administration Mandate shall not terminate the responsibilities and obligations of indemnity undertaken by the Manderator towards the Mandatory and/or persons directly or indirectly appointed by the Mandatory.

9) Should the Manderator be required to sign declarations of relief, of indemnity or of discharge of any kind whatsoever towards directors belonging to third-party trust companies, the Mandatory undertakes herewith to entirely assume all obligations and engagements deriving therefrom.

C. MISCELLANEOUS CLAUSES AND COMPLEMENTARY INFORMATION

MEANS OF COMMUNICATION/ADDRESS

Except as otherwise provided in the General Mandate Agreement, the Manderator may send all correspondence and communication or notice to the Manderator’s domicile. The Mandatory undertakes to promptly inform the Manderator of all changes in address so as to enable the Manderator to communicate (solely or in writing) to the Manderator, including all notices, declarations, applications, requests, or any other communication of intent.

DEPOSIT OF SHARES: At the disposal of the client

Where the shares have not been deposited with the Manderator or its related company, notwithstanding the formal provisions of the Articles and Memorandum of Association of the Company, the Manderator may at its discretion require, for all decisions and actions of extraordinary character, the examination of all the Company shares in order to verify the consistency of the share holding as referred to in the original Mandate.
Company activity: export of medical/hospital equipment

Other information:

D. COSTS AND FEES
Company name and registered office:

EM & PS LIMITED, UK

The Mandator undertakes to pay to the Mandatory the following fees:

Constitution / Acquisition: -=

Domination (see specification, p. 3): GBP 3'200. p.a. (x 33 1/3 %)

Administration / Maintenance (see specification, p. 3): on a time basis

Further, for sums not specified in the present Mandate, the Mandator undertakes to pay opportunist to the Mandatory, fees and costs as specified in the Mandatory's annual price list in relation to the Company's relevant year of constitution, acquisition or provision of services.

All payments to the Mandatory shall be made in advance, at the Mandatory's place of domicile, and the fixed annual fees are considered (after payment) to cover the following 12 months after taking over the Company.

Mandatory hereby declares to have read and approved the provisions of the GENERAL CONDITIONS printed on the last page of the present Mandate and further agrees to elect the Mandatory's address as its legal and executive domicile for the resolution of any controversy or contestation that may arise in relation to the present Mandate. Notwithstanding the foregoing, the right of the Mandatory to elect the domicile of the Mandator remains reserved.

Zurich,

The Mandator

The Mandatory

For internal regulations and execution of the Mandate, Management approval

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