GENERAL MANDATE AGREEMENT

Company’s name: GREATHILL LIMITED, UK
The undersigned, Mr/Mrs/Miss/Messrs
Surname, name / Company Name, Registered office

Mr. Dimitri Gorelov
Korablstroytele I stp. 35
App. 904
St. Petersburg

(hereinafter referred to singly and collectively as the "Mandator")

and

INTERIS LIMITED, Löwenstrasse 20, 8001 Zurich, Switzerland
(hereinafter referred to as the "Mandatory")

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

GREATHILL LIMITED, Hill House, Highgate Hill, London N19 5UU - 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 Mandator hereby grants to the Mandatory the mandate to fulfill the assignments indicated below:

☐ MANDATE FOR THE CONSTITUTION AND ACQUISITION OF THE COMPANY

The Mandatory 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 Mandator has opportune made available to the Mandatory 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:

<table>
<thead>
<tr>
<th>authorised: GBP 100.-</th>
<th>issued: GBP 2.-</th>
<th>paid in: GBP 2.-</th>
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<tbody>
<tr>
<td>divided into: 100 shares à GBP 1.-</td>
<td>share certificates:</td>
<td></td>
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<tr>
<td>capital coverage:</td>
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EQUITY PARTICIPATION IN THE COMPANY

<table>
<thead>
<tr>
<th>NAME</th>
<th>%</th>
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<tbody>
<tr>
<td>1. Dimitri Gorelov</td>
<td>50 %</td>
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<td>2.</td>
<td></td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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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 foreseeing by the legal provisions of the jurisdiction relevant to the Company.

**Mandate for Domiciliation, Secretarial FacilitieS, Accounting Services**

The Mandate will fulfill the following expressly indicated assignments:

- Domiciliation:
  - provide the Company’s statutory seat
  - provide a postal address
  - provide a fax/telex/telefax 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 for 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
  - carry out the journal entries
  - prepare the annual accounts
  - prepare and notify 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 ensure 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 deliberation 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 participatory companies of the Company shall be given jointly and unanimously by all Mandators, except in the case of a valid deliberation 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 relative consequences.

e. The Mandator declares to be fully aware of the source of funds put 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 will 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, national and international, concerning judicial assistance and co-operation. In the 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.

**Local Directors**
Regulations relating to the Company Director(s) Mandate

1) The functions of a member of the Board of Directors (and, if necessary, of a subscriber of shares, as well as all relevant offices) are carried out merely on a fiduciary basis on behalf of the Mandator, Mandator or persons duly authorised by the same.

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

3) The Mandator 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 Mandator undertakes not to substitute the members of the Board appointed by the Mandator without notifying the Mandator in advance.

5) If such a substitution takes place without being requested by the Mandator, the Mandator 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 Mandator.

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

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

9) Should the Mandator 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 Mandator 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 Mandator may send all correspondence and communication or notice to the Mandator's domicile. The Mandator undertakes to promptly inform the Mandator of all changes in address so as to enable the Mandator to communicate (orally or in writing) to the Mandator, including all notices, declarations, applications, requests, or any other communication of intent.

DEPOSIT OF SHARES

Where the shares have not been deposited with the Mandator or its related company, notwithstanding the formal provisions of the Articles and Memorandum of Association of the Company, the Mandator 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.
OTHER INFORMATION (COMPANY'S ACTIVITIES, BANK ACCOUNTS, RELATION WITH OTHER COMPANIES)

Bank account: ____________________________

Company activity: export of medical/hospital equipment and other trading business

Other information: ________________________

D. COSTS AND FEES

Company name and registered office:

GREATHILL LIMITED, Hill House, Highgate Hill, London N19 5UU - UK

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

Constitution / Acquisition: ____________________________

Domiciliation (see specification, p. 3): GBP 3'200.- p.a. (x 50 %)

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

Further, for sums not specified in the present Mandate, the Mandator undertakes to pay opportune 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. The annual fees shall be payable by and not later than 30th January of each year.

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 to choose the domicile of the Mandatory remains reserved.

The Mandator

DIMITRI GORELOV

The Mandatory

INTERIS LIMITED

For internal regulations and execution of the Mandate, Management approval: ____________________________
1) The present Mandate is subject to the general laws regulating mandate agreements in accordance with article 394 and following of the Swiss Civil Code.

2) The present Mandate may be conferred by one or more persons (collectively "The Mandator") and in this case, each Mandator shall be jointly and severally liable towards the Mandatary.

3) Neither the Mandator's death, nor loss of civil rights or bankruptcy of Mandator, shall cause the present Mandate to terminate automatically. Therefore, the Mandator and his legal successors shall continue to remain bound by the provisions of the present General Mandate Agreement until such time as the Mandatary has been duly notified by registered letter of the termination of this Mandate.

4) The transfer of the shares and/or quotas of the Company, object of the present Mandate, shall be notified in writing to the Mandatary. Notwithstanding the foregoing, said transfer or assignment shall not automatically terminate the present General Mandate Agreement which remains in force until due notice of revocation has been granted to the Mandатary.

5) The Mandator undertakes to provide opportunity to the Mandatary all the necessary means, in order to enable the Mandatary to fulfill its obligations in accordance with the conditions agreed herein, and further, to enable the Mandatary, as well as the Company, object of the present General Mandate Agreement, to meet their respective obligations towards third parties and/or public authorities.

6) The Mandatary hereby undertakes to fulfill the Mandate in accordance with the terms of the present General Mandate Agreement and as per the specific instructions of the Mandator. Said instructions shall be binding provided they are not contrary to the Law, to the Articles and Memorandum of Association of the Company and to good customs, and provided also that they are compatible with the business principles of the Mandatary and with the interests of the Company and/or Mandator.

7) The Mandatary may at its discretion delegate the execution of single Mandates to third parties, and said persons shall be duly entitled to charge the Company their respective fees and expenses which may be incurred or foreseen in relation to said services.

8) The Mandatary's and correspondents' fees shall be annually revised proportionally to the increase of the cost-of-living index.

9) In order to meet the economic obligations in relation to the present General Mandate Agreement as well as any other economic necessity of the Company, the Mandatary is hereby expressly authorised to operate and use the accounts of the Company opened with any financial institution provided the Mandatary is bestowed with duly authorised signatory powers on said accounts and, is further authorised to manage, use, and apply all rights acquired towards third parties in its own name but on behalf of the Mandator for the aforesaid purposes.

10) The Mandatary is expressly authorised to exercise a right of retention on all goods or documents of the Company or the Mandate in its possession until the total payment of sums outstanding in relation to the present General Mandate Agreement as well as those in relation to any other economic necessity of the Company. In case of contestation of the debts, the Mandatary may take delivery of goods or documents retained subject to the payment of adequate guarantees.

11) Activities not foreseen in the present General Mandate Agreement and its enclosures, extra accounting requirements, supplementary administrative matters as well as all other legal and fiscal consulting shall be invoiced separately.

12) Each provision of the articles hereof as well as contents of the present Mandate and enclosures herein form an integral part of the present General Mandate Agreement.
INTERIS LIMITED
8001 Zürich
(hereinafter referred to as Interis)

Contracting partner: Mr. Dimitri Gorelov
Korablestroitele I stp., 35
App. 904
St. Petersburg

Reference / Company: GREATHILL LIMITED
UK

Verification of the beneficial owner’s identity
(Form A as per Art. 4 and 5 of the Federal Law
against money laundering in the financial sector)

The undersigned hereby declares:
(please duly mark with a cross)

☑ that the contracting partner is the beneficial owner of the deposited assets, for a quota of
50 %.

☐ that the beneficial owner of the deposited assets, for a quota of
is:

Surname, Name
Address, country

The contracting partner covenants to immediately inform Interis of any modifications.

Place and date
Signature