



FAMILY OFFICE SERVICES AGREEMENT

Entered into on the _____, 2012 and between

HERCULIS PARTNERS S.A., a Swiss company with its registered address: 30, rue du 23 Juin, 2900 Porrentruy, Switzerland, hereinafter referred to as: «**The Company**», and

Mr. _____, with its registered address: Russia, _____, hereinafter referred to as: «**The Principal**», and hereinafter collectively referred to as: «**The Parties**», agree to conclude the following Agreement on the terms and conditions described below:

Article 1 : Mandate

1.1 The Company is retained on a non-exclusive basis to provide the Principle and his family members with the following Family Office Services (hereinafter: « **the Services** »):

1.1.1. DATA AND COMMUNICATION SECURITY:

- Info-Bank account (Remote Desktop Connection)
- Swiss IP telephone numbers
- Carry out Client's archive in hard and soft copies.

1.1.2. TRUSTEE SERVICES:

- Trusts according to Cayman, Singapore, Hong Kong and New Zealand laws
- Incorporation / administration of onshore and offshore companies and foundations
- Opening accounts with onshore and offshore Banks

1.1.3. CONSOLIDATED REPORTING:

- Consolidated Client's portfolio on-line
- Accounting and consolidated reporting according to IFR standards

1.1.4. MIGRATION SUPPORT:

- Residence permits in Switzerland, Lichtenstein and Monaco
- Real Estate in Switzerland, Liechtenstein and Monaco
- Private schools and medical clinics in Switzerland, Liechtenstein and Monaco

Article 2 : Scope of Services

2.1 The Company shall provide the Services for the Principal and his family members at such time and to such extent as needed for the purposes of performing the present Agreement.

2.2 The time for the Service execution is specified by the Parties each time when the order for the Service is placed.



- 2.3 The Services shall be rendered by Company as a direct provider or intermediary if providing the Services require additional licences in particular jurisdictions or fields of activity.

Article 3 : Remuneration

- 3.1 The Principal shall pay the Company a Service fee which is calculated specifically to each rendered Service on hourly rate or fixed amount basis as it is designated in the attached HERCULIS PARTNERS S.A. STANDARD BILLING POLICIES.
- 3.2 Such fee does not to include the Value Added Tax which is 8%.
- 3.3 The Company shall invoice the Principal for the rendered Services on a monthly basis.
- 3.4 The Company's invoice shall stipulate the terms and conditions of payment and the scope of the Services.
- 3.5 The Principal shall reimburse the Company, against presentation of the corresponding invoices and/or other documentary evidence, all and any out-of-pocket and/or other expenses and/or disbursements, and shall release the Company from all and any obligations incurred by the Company within the period of the Services performance.

Article 4 : Duration of the Agreement

- 4.1 The Present agreement shall take effect at the date of signature of the present agreement and shall expire until it is terminated by either Party providing a 30 days prior written notice.
- 4.2 Any termination notified by the Principal in violation of the agreed termination notice shall be deemed given at improper time pursuant to article 404, para. 2 of the Swiss Code of Obligations ("SCO").
- 4.3 The Company however reserves the right to terminate the present Agreement with immediate effect, should the Principal be over 30 days late in settling one of its invoices. In such a case, the Company shall not be held liable for any damages resulting from such immediate termination.

Article 5 : Company's position

- 5.1 The Company, in its capacity of Service provider, benefits from total freedom in the execution of his mandate, save any specific written instructions to be notified by the Principal according to article 9 hereunder.
- 5.2 The Company acknowledges that in its capacity of Service provider, it is not empowered to take any direct commitments in the name and on behalf of the Principal, without the latter's prior written consent and that it shall consequently not prevail itself of such toward any third parties.
- 5.3 The Company shall render the Services with reasonable care and skills, and in compliance with the legislation applicable to the rendered Services.

Article 6 : Waiver of Liability



- 6.1 The Company shall be released from any liability for losses or damages incurred within the execution, the non-execution, the improper or imperfect performance of the present Agreement, save that incurred from gross negligence (« faute grave ») in the sense of article 100, para. 1 SCO.
- 6.2 The Company shall be released from any liability for losses or damages incurred within the execution, non-execution, improper or imperfect performance of the present Agreement caused by its auxiliaries in the sense of article 101, para. 2 SCO.

Article 7 : Substitution

- 7.1 The Company underlies no obligation to perform the present Agreement personally and therefore remains totally free, at its entire discretion, to appoint any third party it deems appropriate as assistant or subcontractor as the case may be.

Article 8: Confidentiality

- 8.1 Save with the concerned Party's agreement, the Parties hereby agreed to refrain from disclosing, under any circumstance and in whatever manner to any third party, Confidential Information.
- 8.2 For the purpose of the present article, « Confidential Information » shall be deemed to include, without limitation, all and any information of technical, accounting, commercial, financial, industrial nature as well as, more generally, all and any information which nature requires it to be kept secret, concerning one Party, and which the other Party became aware of during the present Agreement or during pre-contractual discussions, regardless of the existence and/or the nature of its support.
- 8.3 The Parties may nevertheless disclose Confidential Information provided that, alternatively:
- (a) Such disclosure to third parties is, in the Company's appreciation, useful or necessary to ensure the proper performance of the present Agreement and that said third parties are bound by a confidentiality obligation equivalent to that of the Company,
 - (b) Such Confidential Information is publically available at the time of the disclosure,
 - (c) The Parties underlie the legal obligation to do so or are compelled to do so by enforceable decision regularly notified by a state authority.
- 8.4 The Present confidentially obligation is of unlimited duration and in particular shall survive the termination of the present Agreement.

Article 9 : Communications

- 9.1. All and any communications or notifications made under the present Agreement shall be deemed valid if made in writing to the following contact details:

- **The Company:** HERCULIS PARTNERS S.A.

30, Rue du 23 Juin, 2900 Porrentruy, Switzerland



Téléphone : +41 32 552 0220
Téléfax : +41 32 466 5018
E-mail : nkarpenko@herculispartners.ch

- The Principal: Mr. _____
Russia, _____

Téléphone : _____
Téléfax : _____
E-mail : _____

Article 10 : Applicable law and jurisdiction

- 10.1 The present agreement shall be exclusively governed by Swiss substantive law. Articles 394 ff SCO shall apply by way of supplement to the present Agreement.
- 10.2 Any dispute, controversy or claim arising out of or in relation to the present Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to the exclusive competence of the courts of the Republic and Canton of Jura.
- 10.3 The present agreement is signed by duly authorized persons in Porrentruy, Switzerland, on the _____, 2012 in two original copies in English.

The Company

The Principal

Jean-Paul PERIAT, President

Nikolay KARPENKO, Board Member



Attachment to the Family Office Services Agreement _____, 2012

HERCULIS PARTNERS S.A. STANDARD BILLING POLICIES

The following are HERCULIS PARTNERS S.A. standard billing policies ("Policies") for FAMILY OFFICE SERVICES.

These Policies supersede all existing policies for the billing of these Services. It is understood and agreed that HERCULIS PARTNERS S.A. has the right to use its best judgment to determine the amount of time necessary to resolve all issues regarding any given assignment, which is to perform the work, and the nature of the services to be performed for each company client.

Each assignment may involve the work effort of several company employees and their individual expertise. The primary goal of the company is to accomplish the assignment in the most professional and efficient manner.

For professional services rendered, the client agrees to compensate the company at the following hourly rates:

- (a) Director - CHF 450.00
- (b) Investment advisor - CHF 420.00
- (c) Legal, Tax Advisor - CHF 380.00
- (d) Auditor/ Accountant - CHF 350.00
- (e) Legal Assistant /Paralegal - CHF 250.00
- (f) Accounting Assistant - CHF 230.00
- (g) Director's Assistant - CHF 180.00

I. CLIENT SPECIFIC ONE TIME BILLING ARRANGEMENTS FOR FAMILY OFFICE SERVICES

HERCULIS PARTNERS S.A.'s billing rates and procedures may be specific to the programs and matters being handled for each client. Typically, a client's specific billing arrangements for professional and administrative charges are negotiated and agreed prior to the handling of any assignment and should be stated in writing. An arrangement may include flat rates, scheduled rates, and fixed time increments for specific limited assignment tasks.

In all cases where HERCULIS PARTNERS S.A. has agreed to client specific billing arrangements for FAMILY OFFICE SERVICES that differ from the general billing Policies described below in section II, III, IV and V, the client specific billing arrangements always take precedence. Client specific billing arrangements for FAMILY OFFICE SERVICES must be stated in writing. This can be in the client specific instructions or parameters, in the pricing section of any written contract, if applicable, or other writing such as a billing arrangement confirmation. The client specific instructions or parameters, once agreed upon, should be sent to the client at inception of each program or matter.

II. ASSIGNMENTS (A) WITH NO PRE-ESTABLISHED BILLING ARRANGEMENTS FOR FAMILY OFFICE SERVICES OR (B) WHERE BILLING IS UNDER AN AGREEMENT WHICH SPECIFIES TIME & EXPENSE BILLING METHOD

With the exception of fixed rate Incorporation fees, all professional time on assignments (a) with no pre-established client specific billing arrangements; or (b) under an agreement where services are provided on the time and expense method of billing are to be billed per task based on the actual time spent by an employee



providing professional services. Time is billed at the applicable hourly rate at the time such services are performed. Time is recorded for each task in minimum increments of one-twelfth (5 minutes) of an hour per task, rounded up to the next one-twelfth of an hour when the prior one-twelfth of an hour is exceeded.

III. ASSIGNMENTS REGARDING INCORPORATION; DOMICILIATION; MAILING ADDRESSES; INCORPORATION & APPOINTMENT, REMOTE SERVER ACCOUNT, IP - TELEPHONE NUMBERS, CONSOLIDATED REPORTING ON-LINE, TRUSTEE SERVICES, OPENING BANK ACCOUNTS :

All charges in relation to the Incorporation of a company listed below are billed at a fixed rate. The fixed rate pertaining to each charge represents expenses as well as time spent on the task. Any additional assignments required in addition to these fixed rates will be billed according to the guidelines set out in section II.

INCORPORATION ASSIGNMENTS DESCRIPTION CODE RATE:

Incorporation fees (Swiss company) - EURO 10'000.00 + notary fees

Incorporation fees (Panama, BVI) - EUR 3'000.00

Incorporation fees (Seychelles) - EUR 3'000.00

Incorporation fees (Canadian) - EUR 7'000.00

Incorporation fees (Malaysian) - EUR 18'000.00

Incorporation fees (Luxembourg) - CHF 8'000.00

Incorporation fees (Hong Kong) - EUR 6'000.00

Incorporation fees (Cyprus) - EUR 7'000.00

Incorporation fees (Singapore) - EUR 18'000.00

Swiss Domiciliation fees per year - CHF 3'000.00

Mailing address charge per year - EUR 1'000.00

Agent fees and flat tax (non British Virgin Islands) - EUR 1'000.00

Agent fees and flat tax (British Virgin Islands only) - EUR 1'500.00

Agent fees and flat tax (Canadian) - EUR 5'000.00

Agent fees and flat tax (Cyprus) - EUR 4'000.00

Company closing (Non-resident; Offshore) - EUR 500.00

DIRECTORSHIP & POWER OF ATTORNEY FEES:

Power of Attorney - EUR 3'000.00

Director fees (Offshore company) - EUR 5'000.00

Director fees (Non-resident company) - EUR 5'000.00



Director fees (Swiss company) - for Swiss companies, a flat rate is applicable in CHF according to the Swiss company turnover.

Turnover Fees:

CHF 0.00 to 2'000'000.00 - CHF 5'000.00

CHF 2'000'000.01 to 4'000'000.00 – CHF 6'000.00

CHF 4'000'000.01 to 6'000'000.00 – CHF 7'000.00

CHF 6'000'000.01 to 8'000'000.00 – CHF 8'000.00

CHF 8'000'000.01 to 10'000'000.00 – CHF 9'000.00

CHF 10'000'000.01 to 12'000'000.00 – CHF 10'000.00

CHF 12'000'000.01 to 20'000'000.00 – CHF 15'000.00

CHF 20'000'000.01 to 30'000'000.00 – CHF 20'000.00

CHF 30'000'000.01 to 40'000'000.00 – CHF 30'000.00

CHF 40'000'000.01 to 50'000'000.00 – CHF 40'000.00

CHF 50'000'000.01 to 100'000'000.00 – CHF 50'000.00

CHF 100'000'000.01 to 150'000'000.00 – CHF 60'000.00

CHF 150'000'000.01 to 200'000'000.00 – CHF 70'000.00

The fees are to be agreed specifically for the turnover exceeding 200'000'000.00

INFO-BANK ACCOUNT (REMOTE DESKTOP CONNECTION):

Purchase and registration of Customer's domain for 12 months - 350 EURO

Set up Remote Server Account and mail box (8 GB) - 500 EURO

Mail box hosting for 12 months (50 EURO per month) - 600 EURO

Remote Server Account rent for 12 months (350 EURO per month) - 4 200 EURO

SWISS IP TELEPHONE NUMBERS:

Purchase and installation of IP telephone number - 180 EURO

Extra tariff for one minute of connection - 0.10 EURO per minute

CONSOLIDATED REPORTING ON-LINE:

Connection of each Custodian Bank or Broker to the on-line platform - 10 000 EURO

Annual license for using on-line consolidated reporting platform - 20 000 EURO



TRUSTEE SERVICES:

Trustee flat fee is applicable in EURO according to the size of Trust Fund Assets.

EURO 50.0 to 10'000'000.00 – EURO 10'000.00

EURO 10'000'000.01 to 20'000'000.00 – EURO 20'000.00

EURO 20'000'000.01 to 30'000'000.00 – EURO 30'000.00

EURO 30'000'000.01 to 40'000'000.00 – EURO 40'000.00

EURO 40'000'000.01 to 50'000'000.00 – EURO 50'000.00

EURO 50'000'000.01 to 60'000'000.00 – EURO 60'000.00

EURO 60'000'000.01 to 70'000'000.00 – EURO 70'000.00

EURO 70'000'000.01 to 80'000'000.00 – EURO 80'000.00

EURO 80'000'000.01 to 90'000'000.00 – EURO 90'000.00

EURO 90'000'000.01 to 100'000'000.00 – EURO 100'000.00

Trustee fees are to be agreed specifically for the Trust Fund Assets exceeding EURO 100'000'000.00

OPENNING BANK ACCOUNTS:

Bank accounts in Swiss, Lichtenstein, Luxembourg, Monaco, Hong Kong and Singapore banks - 3 000 EURO

IV. SPECIFIC POLICIES PERTAINING TO ALL BILLINGS

Out of office travel charges

When any travel out of office is required regarding an assignment, a daily rate of six working hours are charged.

Business trips requiring up to 4 hours flight are travelled in "Business Class".

Business trips requiring more than 4 hours flight are travelled "First Class".

All expenses related to the business trip are charged separately to the client.

Notification to Client

HERCULIS PARTNERS SA is entitled to proceed and order all additional documents necessary to open or keep company's bank account or comply with company's due diligence with respect of client's interest. The client accepts to be charged for these additional documents & related expenses.

V. EXPENSE CHARGES

The client understands that he is billed for all work performed by this office and its staff to include, but not limited to the expenses listed below. Expense fees such as the Notary and Registry of Commerce, which require out of office errands, do not include professional time devoted to the completion of these administrative tasks.



Photocopies and incoming faxes are billed at 0.4 CHF per page.

Scanning documents and sending them by email is charged at 0.5 CHF per page.

Outgoing domestic faxes are billed at 2.0 CHF per page.

Outgoing international faxes are billed at 3.0 CHF per page.

Phone Charges for all domestic calls are billed at 1.5. CHF per minute.

Phone Charges for all international calls are billed at 2.5. CHF per minute.

Standard mail charges as well as special mailings or deliveries (overnight mail, certified mail, courier service, international mail, etc.) are charged at cost.

Company signage (street signs and mailboxes) are charged at cost.

All applicable Notary fees, Apostille or other necessary document to the assignment are charged at cost.

External printing charges are billed at cost.

All company rates are subject to change at any time by senior management and which the client will be notified of any such changes that may take place.

The Company

The Principal

Jean-Paul PERIAT, President

Nikolay KARPENKO, Board Member