



Press Center and Production Agency of Ruslana

Tel./Fax. (+38 044) 425 2483

www.ruslana.ua

Professional Services Agreement

This Professional Services Agreement (hereinafter the Agreement) is between:

Statutory City of Ostrava, Michálkovice District, Czech Republic, represented by Ing. Martin Juroška PhD., Mayor of the district

(hereinafter referred to as the "Promoter") – from one side,

and

Agency of Ruslana – Luxen Studio Ltd., agents for Ruslana, represented by Oleksandr Ksenofontov, Director,

(hereinafter referred to as the "Performer") – from another side,
hereinafter referred to as "Parties"

1. Subject of the Agreement

- 1.1. According to the provisions determined by this Agreement, the Promoter undertakes the responsibility to organize a live Concert of Ruslana at the Michalfest Festival, Czech Republic, on 15th June 2019.
- 1.2. The length of the Concert is 70-80 minutes.

2. Parties' Rights and Responsibilities

The Performer undertakes the responsibility to:

- 2.1 Provide entertainment services ("Concert") on 15th June 2019, approx between 22:00 and 23:15, specifically to perform a live show with 4-piece band in front of an audience.
- 2.2 Refrain from advertising any party, company, organization or person during the Concert.
- 2.3 Inform the Promoter in advance about any changes relating to Ruslana's Concert.
- 2.4 The Performer grants the Promoter exclusivity in Czech Republic within a 100 km radius around Ostrava from 1st January until 31st August 2019.



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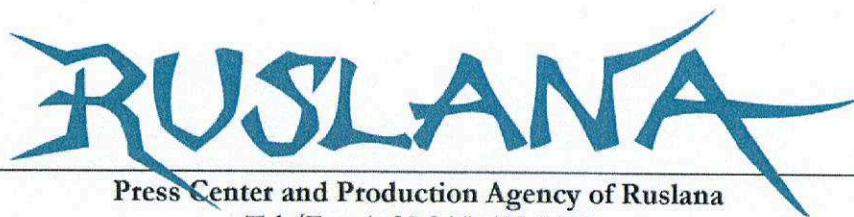
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The Promoter undertakes the responsibility to:

- 2.1. Provide at no cost to the Performer return Economy air travel for 5 members of Ruslana's team (4 musicians and sound engineer), and return Business Class air travel for Ruslana between Kyiv, Ukraine, and Katowice Airport; and return Economy air travel for 1 member of Ruslana's team (manager) between Germany and Katowice Airport.
- 2.2. Provide at no cost to the Performer 4-star hotel accommodation from 14th – 16th June 2019: 1 suite, 2 standard double rooms, and 2 standard single rooms. The number of persons travelling will be 7.
- 2.3. Provide the Performance location according to the Technical Rider of Ruslana or as agreed otherwise.
- 2.4. Arrange a rehearsal (sound-check) according to the Technical Rider of Ruslana and as requested by Ruslana.
- 2.5. Provide at no cost for the Performer catering service for 7 persons: 3 meals (at least 1 hot) per full day, or a food allowance as indicated in the Routine Rider.
- 2.6. Provide security for Ruslana, her equipment, costumes and other belongings of Ruslana and her team as indicated in the Routine Rider.
- 2.7. Refrain from advertising any political party, organization or person/public figure during the Concert. Any advertising for the event's sponsors and/or organizers must not openly indicate or otherwise imply Ruslana's association with or support for such sponsors and/or organizers.
- 2.8. Pay the applicable obligations in Czech Republic, including taxes, related to the Concert on 15th June 2019.
- 2.9. Inform the Performers in advance about any changes relating to the Concert.

3. Terms of Payments and Acceptance of Services

- 3.
- 3.1. The Promoter agrees to pay a sum of 6,000 Euros (six thousand Euros) net to the Performer as fee/royalty by 1st May 2019. The Performer will issue an invoice containing the bank account details separately.
- 3.2. The Promoter agrees to the provisions of the Routine Rider of Ruslana which will be provided separately and is an integral part of this Agreement. The Promoter agrees to cover all travel, accommodation, catering, and Technical Rider expenses for the purposes of the Concert.
- 3.3. In the unlikely event of the Performer cancelling the Concert for any reason that is beyond the control of the Promoter, the Performer undertakes to fully reimburse any/all Concert fees paid in advance by the Promoter to the Performer under the terms of Article 3.1. of this contract within ten days from the date of the Performer giving Notice of Cancellation of Concert.
- 3.4. Both Parties shall keep all the details of this Agreement confidential.



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4. Parties' Liability, Penalties and Force Majeure

- 4.
- 4.1. The Parties have agreed that no penalty will need to be paid in the case of non-fulfillment of the Agreement on either side.
- 4.2. None of the Parties bears any responsibility for the Concert cancellation in the cases when it is caused by circumstances, which do not depend on the Parties, namely, by fire, earthquake, flood, epidemic disease, other natural and human-made disasters, strike, violation of public order, war, embargo, state of emergency or confirmed (by an official document issues by a certified medical doctor) illness of Ruslana.

5. Dispute Resolution

- 5.
- 5.1. Possible disputes between the Parties shall be resolved through negotiations. If agreement cannot be reached in negotiations, disputes shall be resolved in court of general jurisdiction in Ukraine.

6. Other provisions of the Agreement

- 6.
- 6.1. This Agreement comes into force from the moment of its signature and remains valid within 1 (one) year.
- 6.2. Changes and amendments to the Agreement should be concluded in written form and signed by both Parties.
- 6.3. Changes and amendments, additional agreements, addendums, and appendixes to the Agreement are an integral part thereof and have full legal force if they are signed by authorized representatives of both Parties. Emails exchanged between the Promoter and the Performer shall be considered legal and valid notices in writing. A notice shall be considered as received and shall be taken into consideration on its receipt day.
- 6.4. The Promoter agrees that Ruslana will not be demanded to engage in any activities, including lengthy interviews for mass media, without prior consent of Ruslana.
- 6.5. The Performers reserve the right to request and receive from the Performer copies of photos and video of Ruslana's performance on DVD and/or digital formats, should this performance be filmed. The Promoter grants the Performer an unlimited free of charge use of such photos and video footages. The Performer also reserves the right to make their own video and photo shooting of Ruslana's Concert on 15th June 2019.
- 6.6. The Promoter agrees to provide for the Performer's review all advertising materials (print ads, video teasers, online/digital banners and ads, etc.), used to promote the Concert, described in Article 1 of this Agreement.
- 6.7. This Agreement has been executed in English, on 4 pages, in two identical copies, of which each of the signatory Parties has received one.

The agreement is approved by Council of Municipal District on 4.12.2018 – Resolution No. 0034RMOB_Mich/1822/4

Location and Requisites of Parties:

RUSLANA

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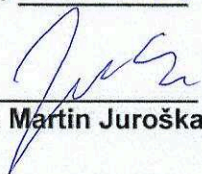
Promoter

Statutory City of Ostrava
Michálkovice District
Československé armády 106
715 00 Ostrava
Czech Republic
tel: +420 606 664 648

Performer

Luxen Studio Ltd.
29 Turivska St., off. 15
Kiev 04080
Ukraine

Date 13.12.2018


Ing. Martin Juroška PhD.



Date 11.12.2018


Oleksandr Ksenofontov

