

Agreement regarding the supply of digital Content and Platform

THE UNDERSIGNED PARTIES:

- 1 **Keesing Belgium NV.**, having its registered office in Belgium, 2600 Berchem at Berchemstadionstraat 76, duly represented in this matter by [REDACTED] hereinafter referred to individually as: "**Keesing**";

and

- 2 **Public Institution Lithuanian National Radio and Television (LRT)**, having its registered office in S. Konarskio str. 49, LT-03123, Vilnius, Lithuania, Phone +3705 236 3000, VAT-registration number LT242410716, Company Code: 124241078, duly represented in this matter by [REDACTED] Head of Internet Department, acting on the basis of the Order No. VJ-126 of the Director General of 19 May 2025, hereinafter referred to individually as: "LRT";

Hereinafter referred to individually as "**Party**" and jointly as "**Parties**".

CONSIDERING AS FOLLOWS:

- The activities of Keesing's include the development of (digital) puzzles, games and so-called white-label puzzle platforms and as such it has specific expertise and resources suitable for that purpose;
- LRT operates a website and apps with the same name with the url:lrt.lt ("**Website**");
- LRT wishes to give Keesing the assignment, which assignment is accepted by Keesing, for the Services described in clause 1;
- The Parties wish to lay down the arrangements regarding this assignment in this agreement ("**Agreement**").

HAVE AGREED AS FOLLOWS:

Clause 1– Subject matter of the Agreement

- 1.1 LRT gives Keesing the assignment ("**Assignment**"), which assignment is accepted by Keesing, to provide the following services ("**Services**"):
 - i) the creation and supply of (digital) puzzles and games ("**Content**") (see clause 2); and
 - ii) designing and making available (a right of use to) a so-called white-label software platform ("**Platform**") on which the Content is placed and which can be integrated on the Website of LRT by means of a code provided by Keesing to LRT (clause 3).
- 1.2 Keesing is entitled to have all or part of the Services, including, for example, design work for the purposes of the Assignment as described in this Agreement, performed by third parties. In this case Keesing remains fully responsible for compliance with the provisions of this Agreement.

[REDACTED]

- 1.3 The Parties will evaluate their cooperation three months before expiry of the initial term mentioned in clause 6.1. In case of tacit renewal of this Agreement, the Parties will review their cooperation each year month before the renewal.

Clause 2 - Creation of Content

- 2.1 Keesing creates and supplies (indirectly) Content to LRT, making a distinction between the following puzzle types:
- *Sudoku*
 - *Tectonic*
 - *Fubuki*
 - *Fleet commander*
- 2.2 The Content is placed by Keesing on the white-label software platform, after which the Content is integrated into the Website of LRT by means of the specific integration code provided by Keesing to LRT.
- 2.3 The Content on the Platform is refreshed daily. Creating Content includes writing all texts, providing cleared images, and checking and posting the Content on the Platform. Parties agree that the Content will be kept available by Keesing in its archive for the Website for a period of 3 days.
- 2.4 Keesing bears full responsibility for the correct content and layout of the Content. However, Keesing will not be liable for any errors, discrepancies or other flaws in the Content.
- 2.5 Keesing endeavours to supply the Content on the agreed dates and/or times. Exceeding these supply dates and/or times, for whatever reason, does not give LRT the right to terminate the Agreement or to claim damages from Keesing. In that case, LRT must set a reasonable term within which Keesing must still supply the Content concerned.

Clause 3 - Right of use of digital puzzle platform

- 3.1 Keesing will make a white-label software platform ("**Platform**") available to LRT by means of a licence ("**Licence**") for the benefit of LRT offering the Content on the Website it operates. For the purposes of this Platform, the Parties will have to agree on specific functional and technical specifications ("**Specifications**") of the Platform within 14 days of signing of the Agreement, so that it can be integrated into the Website of LRT by means of a specific code ("**Code**") to be provided by Keesing.
- 3.2 The Platform is designed in such manner that a distinction can be made between the level and choice of puzzle types.
- 3.3 The Platform will be configured by Keesing in consultation with LRT to the look and feel (font, colours, icon set) desired by LRT.
- 3.4 On a date to be further agreed between the Parties, Keesing will grant LRT access to the Platform for an acceptance test. Minor defects are no impediment for this acceptance. The operational use of the Platform by means of integrating the Code into the Website will be considered acceptance thereof, unless LRT notifies Keesing in writing within 14 days of being given access to the Platform that the Platform does not comply with the arrangements made.

- 3.5 Upon acceptance, Keesing will provide access to and commission the functionalities of the Platform, as Software as a Service, and make Content available. To this end, Keesing will grant LRT a limited, non-exclusive, non-transferable, non-sublicensable Licence during the term of the Agreement to use the Content and the Platform for the Website and in the manner provided for in this Agreement.
- 3.6 Each month, Keesing will provide LRT with a report. This report should contain user statistics (number of users, new and returning players, which puzzles, etc.).
- 3.7 LRT is responsible for making the Website available, functioning, maintaining and servicing it. LRT may only use the Platform and the Content on it for its own business use and the end users. In addition to the provisions in clause 8.5 of this Agreement, LRT is not permitted to publish the Content in any way other than via the Website or to reproduce or commercialise it in any other way.
- 3.8 LRT must on its Website include terms of use with a copyright reservation being is made in respect of the content of the Website (and thus the Content). Also, these terms should include that the user is prohibited from disabling, thwarting, abusing, disrupting, intercepting, bypassing or otherwise breaching the security of the Platform.
- 3.9 LRT has the obligation, when using its Website on which the Platform is integrated, to implement a cookie banner that complies with the applicable laws and regulations, including the General Data Protection Regulation (GDPR). The cookie banner should inform users in an understandable way about the use of cookies and tracking technologies, seeking explicit consent before placing any non-essential cookies. LRT indemnifies Keesing and holds it harmless from any liability arising from failure to comply with this obligation.
- 3.10 Keesing has at all times the right, for reasons of its own, to (temporarily) suspend or terminate access to the Platform if Keesing suspects that one of the obligations referred to in this Agreement is not being complied with by LRT.

Clause 4 - Management and maintenance Platform

- 4.1 Keesing takes care of the management and maintenance of the software it has developed for the Platform. This maintenance should take place in such a way that the provision of Services to LRT is not disrupted. Should this still happen, Keesing will inform LRT in good time.
- 4.2 Keesing has the right to improve and/or modify the Platform Specifications as long as such improvements and/or modifications do not materially reduce the core functionality of the Platform.
- 4.3 Keesing guarantees that the services referred to in clause 2 are suitable for the purpose for which they are intended. In doing so, Keesing guarantees 98% availability over a calendar year, measured on a 24/7 basis. This availability is calculated by dividing the total time the Platform is available in a calendar year by the total time of that year minus the following exceptions. This guaranteed service availability does not apply to periods in which the Platform is unavailable because of scheduled maintenance work (in which case the client

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should be informed in good time in advance), force majeure situations (see clause 9), other situations that are beyond Keesing's control, and in the event of defects occurring within the systems/Website of LRT. Should the availability fall below this 98% lower limit, the Parties will consult with each other about possible compensation.

- 4.4 Keesing is permitted to include technical facilities to trace the use of its Content and/or to prevent/limit actions with respect to the Platform and Content and/or copy protection. LRT is not allowed to bypass and/or remove such facilities.
- 4.5 Incidents and/or calamities relating to the Platform or otherwise can be reported by LRT [REDACTED] Keesing will send an initial response to the reported incidents and calamities within 24 hours.

Clause 5- Financial arrangements

[REDACTED]

Clause 6 - Term and termination

- 6.1 This Agreement takes effect on 1 december 2025 and is entered into for a period of one (1) year, so up to and including 30 november 2026. Unless one of the Parties indicates 3 months before expiry of the above-mentioned term that it does not wish to renew it, this Agreement will be automatically renewed for a period of one (1) year.
- 6.2 Without prejudice to the provisions of subclause 1 of this clause:

[REDACTED]



- a) each of the Parties is entitled to terminate this Agreement by means of a registered letter without judicial intervention if LRT, also after a written demand containing a reasonable period of time, is found to be in material breach of its obligations under this Agreement;
 - b) each of the Parties is entitled, without any demand or notice of default and without judicial intervention being required, to dissolve this Agreement by means of a registered letter if LRT applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments; LRT files for bankruptcy or is declared bankrupt; LRT's company is wound up; LRT discontinues its current business; a post-judgment attachment is levied on a considerable part of LRT's assets, or LRT must for other reasons be considered no longer capable of fulfilling the obligations arising from this Agreement.
- 6.3 Obligations that by their nature are intended to continue to have effect after termination of the Agreement will continue to have effect after the termination of this Agreement, such as the provisions of clause 7, 8 and 10.

Clause 7 - Liability

- 7.1 With due observance of the provisions of clause 8.6, Keesing is not liable for claims from third parties related to the use of the Platform or the Content.
- 7.2 The Party that imputably fails in the performance of its obligation(s) under this Agreement will be exclusively liable to LRT for compensation of the direct damage suffered by LRT, and not for consequential damage.
- 7.3 Neither Party may assert a right to compensation other than as agreed in this Agreement.
- 7.4 The extent of any liability will at all times be limited to a maximum of the invoice value of the services provided, through which or in connection with which the liability arose.
- 7.5 The limitation of the scope of liability as described in this clause does not apply in the event of intent or gross negligence.

Clause 8 - Intellectual Property Rights

- 8.1 Intellectual property rights ("**IP rights**") means all IP rights, including copyright, database rights, rights to confidential information, including know-how, moral rights and trademark rights, whenever and however arising, for their full term.
- 8.2 All IP rights to the Platform (including the underlying technology and software), to the Content and to other content developed by Keesing are and will remain vested in Keesing and/or its licensors.
- 8.3 Nothing in the Agreement prevents Keesing from being free to develop and offer to third parties products that can in any way be considered similar in functionality or appearance to the Platform and/or the Puzzles.
- 8.4 For the term of this Agreement Keesing grants LRT a limited, non-exclusive, non-transferable, non-sublicensable licence to use IP rights as embodied in the Platform and the Content in and in connection with the promotion thereof.

- 8.5 LRT only has the right to use the Content as part of the Platform. As such, LRT is prohibited from copying, downloading, archiving or otherwise storing the Content. LRT is explicitly not permitted to use the software or digital Content provided for the Platform in any other way than as agreed in this Agreement or to dissect it and use it as part of its own content. LRT is therefore not permitted to copy, reproduce, redevelop, reverse engineer, decompile or in any other way recreate the software or any part of the Platform or create derivative works thereof. This prohibition applies both during the term of the Agreement and after its termination.
- 8.6 Keesing only indemnifies LRT from third-party claims relating to the use of the Platform and the Content insofar as these directly infringe an intellectual property right of a third party. Keesing is entitled to put up a defence against the above-mentioned claims. LRT will in such case cooperate. Keesing's obligations to indemnify do not apply if the claim results from (a) a breach by LRT of this Agreement, (b) use of the Platform and Content beyond the scope of the Agreement, and/or (c) a combination, exploitation or use of the Platform with content, software, services or business processes not provided or approved by Keesing.

Clause - 9 Force Majeure

- 9.1 In the event of force majeure, the performance of the obligations of Parties under this Agreement will be suspended by operation of law for the duration of the force majeure, provided that the Party that faces this force majeure notifies LRT without delay of the circumstances that make it impossible for it to perform its obligations.
- 9.2 For the duration of the force majeure situation, the Parties will do everything that can reasonably be expected of them to limit any resulting damage.
- 9.3 If the period of the force majeure has lasted for at least two consecutive weeks, both Parties are entitled to dissolve this Agreement by registered letter with immediate effect.

Clause 10 – Confidentiality

- 10.1 The party that receives information ("**Recipient**") that is designated as confidential (including but not limited to the contents of this Agreement, information about business plans, designs, concepts, strategies, market research, specific Content, products and other business information), or that can reasonably be assumed to be of a confidential nature ("**Confidential Information**"), will exercise the same degree of care that it applies to protect its own confidential information but in no event less than reasonable care to (i) protect Confidential Information and not disclose it to third parties, (ii) limit the dissemination of Confidential Information to those persons who have a need to know and who have an essentially similar duty of confidentiality, and (iii)) not use Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 10.2 The obligations of the Recipient do not apply to Confidential Information that (i) was lawfully in its possession prior to receipt by the disclosing party, (ii) is or becomes public other than as a result of a breach of the Agreement, (iii) was lawfully obtained by the Recipient from a third party without an obligation of confidentiality in respect of the information,

(iv) was independently developed by the Recipient, or (v) must be disclosed by law or regulation, provided that Keesing is notified in writing as soon as possible in advance.

- 10.3 Upon termination or expiry of this Agreement, or upon the first written request of the providing party, the Recipient will promptly return to the providing party all Confidential Information received under this Agreement or, if requested in writing by the providing party, destroy such information in a careful manner. Upon request, the Recipient will confirm in writing that all Confidential Information has been returned or destroyed, except for (i) copies that by law must be retained, and (ii) back-up copies automatically generated as part of the customary IT security, provided that such copies remain subject to the confidentiality obligations of this Agreement.

Clause 11 – Data

- 11.1 LRT is responsible for its own data and for data entered by end users ("**End Users**") of the Platform or the Website. Keesing has no control over what they or Users enter via the Platform/the Website. If applicable, LRT is also responsible for its own account details, password or other login details. LRT agrees to use reasonable means to protect these login details and LRT will immediately notify Keesing of any known unauthorised use of its account. All registration information provided by LRT must be accurate and LRT will keep such information up to date.
- 11.2 LRT will use personal data of the End Users ("**Personal Data**") only in accordance with the General Data Protection Regulation ("**GDPR**").

Clause 12 - Other provisions

- 12.1 Keesing is entitled to transfer the Agreement and it may (partially) outsource the performance of the obligations under the Agreement to third parties without the consent of LRT. Subcontracting does not release Keesing from its obligations under the Agreement. LRT may not transfer the Agreement without Keesing's prior written consent.

Clause 13 – Applicable law and jurisdiction

- 13.1 This Agreement is governed exclusively by Belgian law.
- 13.2 Any dispute between the Parties relating to this Agreement will be submitted exclusively to the competent court in Antwerp.

