

## DIGITAL STOCK IMAGE LICENCING AGREEMENT

This Stock Image Licencing Agreement (the “**Agreement**”) has been executed on 10. February 2026. a by and between:

- (1) **OÜ “Scanpix Baltics”**, an **Estonian** company, registry code 10533602, address Tartu mnt 80, Tallinn, 10112, Estonia represented by the Management Board Member [REDACTED], acting on the basis of company statutes (the “**Licensor**”), and
- (2) **VŠĮ Lietuvos nacionalinis radijas ir televizija**, an **Lithuanian** company registry code 124241078, address S.Konarskio g. 49 Vilnius LT-03123, operating according to the statutes of the institution represented by Director-General [REDACTED] acting on the basis of Statutes of the Institution (the “**Licensee**”), on the other hand,

Hereinafter the Licensor and the Licensee jointly referred to as the “**Parties**” and each individually also a “**Party**”

### 1. Licence

- 1.1. **Grant of Rights.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, non-transferable, non-sublicensable, and one-time license in **Lithuania** (the “**Territory**”) for editorial use only including but not limited to LRT TV, www.lrt.lt, the Licensee's social media channels and other Licensee platforms (for example, in a blog, textbook, newspaper, or magazine article) solely to reproduce, display, transmit, and distribute through all media now known or hereinafter developed, with the limitation that such rights may be used only once for Rights-Managed (RM) licenced content, subject to the limitations described in Section 2.” The “**Work**” is defined as images, videos, infographics (licenced content) licensed through the **Scanpix Baltics** digital portal and reflected on a receipt of payment on valid transactions, specified in the Annexes of this Agreement.
- 1.2. **Third Party Rights** Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Licensee (e.g sub-license, sell, rent, lend, or otherwise distribute the Work to third parties).
- 1.3. **Reservation of Rights.** Licensor reserves all rights not expressly granted to Licensee under this Agreement. No use by Licensor of the Work in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensor herein.

### 2. Usage of the Work

- 2.1. Notwithstanding any other provision to the contrary contained in this Agreement:
  - 2.1.1. **Copyright Notices.** Licensee shall ensure that its use of the Work is marked with the appropriate copyright notices in a prominent position in the order and manner as follows: “/**Agency name/SCANPIX**”. Licensee shall abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the Territory. Licensee shall not use any copyright notices that conflict with, confuse, or negate the notices Licensor provides and requires hereunder. Work may contain copyright and other information imbedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act.
  - 2.1.2. **Restrictions.** Licensee shall not use the Work: (i) for any commercial, promotional, advertorial, endorsement, advertising, gambling/betting/gaming uses or merchandising purpose; (ii) in a pornographic, defamatory, obscene, or otherwise unlawful use; (iii) as

part of a logo, trademark or service mark or; (i) if featuring a model, (i) in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) in connection with a subject that would be unflattering or controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that the person so pictured is a model and is used for illustrative purposes only; (vi) any restriction on use that is notified to Licensee prior any other communication by Licensor;

### **3. Unauthorized Use**

**3.1.** Any usage of any Work not expressly authorized by this Agreement or in breach of any term of this Agreement constitutes copyright infringement, entitling Licensor to exercise all rights and remedies available to it under copyright laws worldwide. Licensee is responsible for all damages resulting from any such copyright infringement, including those claimed by any third party. Licensor reserves the right to charge, and Licensee agrees to pay a penalty of up to 10 times the Work's license fee value (as defined in Annex 2), which is in addition and without prejudice to other remedies available to Licensor as stated in this Agreement. Work may contain copyright and other information imbedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act.

### **4. Copyright and Ownership**

**4.1.** All copyright, ownership and intellectual property rights in the Work remain the sole and exclusive property of Licensor. No right or license, express or implied, to the Work is transferred to Licensee except as expressly stated in this Agreement.

### **5. Protection of the Work**

**5.1.** Licensee shall, at its sole expense, maintain any copies of the Work within Licensee's possession, custody, or control under first-class conditions and shall take all then-available measures to protect and safeguard the Work. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work; (ii) actual, suspected, or threatened claim that use of the Work infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work may be subject.

### **6. License Fee and Terms of Payment.**

**6.1.** For licenses granted under this Agreement during the term of this Agreement the Licensee shall pay Licensor a license fee in EUR as specified in the Annexes to this Agreement (the "License Fee").

**6.2.** Terms of payment. The terms of payment of the License Fee are laid down in the Annexes to this Agreement.

### **7. Indemnification/Limitation of Liability**

**7.1. Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, affiliates, successors, against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any Work. Unless delivered to Licensee by Licensor no model or property release for the Work exists. Licensor liability for all claims shall not exceed in any event the total amount paid under the Invoice for the Work.

**7.2. Limitation of Liability.** Licensor makes no warranties, express or implied, regarding the Work, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Licensor will not be liable to Licensee or any other person or entity for any punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of this Agreement, even if Licensor has been advised of the possibility of such damages, costs or losses.

**7.3. Licensor Efforts.** Licensor has made reasonable efforts to correctly identify release, caption and metadata information for the Work, but no warranties are made, express or implied, with

respect to the existence of a property release or model release, or the accuracy of the captions, or of any metadata provided with the Work.

- 7.4. **Licensee's Responsibility.** The Licensee has sole responsibility for determining the accuracy of captions, and whether usage of the Work requires the license of additional rights, or the consent of any other party. The Licensee should contact Licensor to obtain copies of releases and third party licenses that are available, if required for publication. Determining the suitability of such releases and third party licenses for any application is the sole responsibility of the Licensee.
- 7.5. **Mitigation.** In all cases, the Parties shall be obliged to take all reasonable actions to mitigate and limit any loss or damage that is likely to arise in relation to this Agreement.
- 7.6. **Default interest.** If a Party defaults on any pecuniary obligation to the other Party under this Agreement, the defaulting Party shall pay to that other Party default interest at the rate of 0.15% (zero point fifteen percent) n the amount due for each day of delay

## 8. Term and Termination

- 8.1. **Term of the Agreement.** This Agreement shall enter into force the date on which all Parties have executed it and shall remain in effect for **11 months (31.12.2026)** or until it is terminated by either party.
- 8.2. **Termination.** Licensee may can terminate this agreement by ceasing use of the content and deleting or destroying any copies. Licensor may terminate this agreement at any time if the Licensee fails to comply with any of the terms, in which case the Licensee must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to Licensor in writing.

## 9. Refunds

- 9.1. **Subscription or Credit Pack Refunds.** There are no refunds for subscriptions or credit packs of purchase.
- 9.2. **Annual Subscription Refunds.** If the Licensee has signed up for an annual subscription, the Licensee may not cancel the subscription before the end of the contracted term, nor will the Licensee receive a refund for the remaining subscription months.

## 10. Representations and Warranties

- 10.1. **Representations and warranties of the Licensor.** Licensor hereby represents and warrants to the Licensee that:
- 10.1.1. The holder of copyright (economic rights of the author) over the Works lawfully transferred or licensed to it by actual authors of the Works and Licensor has a right to enter into this Agreement,
- 10.2. **Representations and warranties of the Licensee.** Licensee hereby represents and warrants to the Licensee that:
- 10.2.1. it has fully disclosed to the Licensor all material information regarding the use of Works and to provide Services which is necessary in order to enable the Licensor to grant the Licence and permit it to use the Works and provide Services at the Licence area during the Licence Period;
- 10.2.2. that neither it or its parent company nor any of its subsidiaries have used in provision of Services during preceding 3 (three) years before entry into force of this Agreement any Works without a lawful legal basis to do so.

## 11. Miscellaneous

- 11.1. **Representatives and contact particulars.**



- 11.2. Means of communication.** All statements, notifications or declarations in relation to the Agreement shall be valid only in format which can be reproduced in writing (via email) and in English unless the Agreement explicitly stipulates otherwise. Telephones indicated above are intended for convenience of communication only. The Parties are liable for receiving of correspondence at the above stated addresses; a notification shall be deemed as received by the relevant Party if it has been delivered above stated addresses.
- 11.3. Governing law.** (i) Parties will comply with all applicable laws in performing its obligations under this Agreement and national legislation of Estonia; (ii) The Agreement and the documents to be entered into pursuant to it and any rights or claims arising out of or in connection with them, as well as any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with Estonian law, without giving effect to the choice of law principles.
- 11.4. Dispute resolution.** The Parties shall use all reasonable endeavours in order to settle all differences in opinion and disputes amicably in mutual negotiations. Where amicable settlement has not been reached, all disputes, controversies and claims arising out of or in connection with this Agreement, or the existence, breach, termination or invalidity of this Agreement, shall be finally settled in the Harju County Court of Estonia by the jurisdiction of the courts of Estonia.
- 11.5. Entire Agreement.** This Agreement and its Annexes set out the entire, complete and final agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersedes all prior negotiations, agreements, understandings or arrangements (whether oral or written and whether expressed within the tender or otherwise) in respect of the subject matter of this Agreement.
- 11.6. Assignment.** The Parties agree that, except as otherwise provided in this Agreement, they will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the prior written consent of other Parties.
- 11.7. Amendments.** This Agreement may be amended and/or supplement only by a written instrument executed by all Parties.
- 11.8. Waivers.** Failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 11.9. Severability.** Should any provision in this Agreement be found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction that provision shall be deemed not to be a part of this Agreement and it shall not affect the validity and enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction. The Parties agree to replace an invalid provision by one which most closely approximates the invalid provision in a legally permissible way.
- 11.10. Costs.** The Parties agree that, except as otherwise provided in this Agreement, each Party shall each bear its own costs and expenses in connection with the negotiations, preparation and execution of this Agreement and consummation of the transactions contemplated in it.
- 11.11. Fairness.** The Parties acknowledge that all negotiations between the Parties prior to the date of conclusion of this Agreement have been fair; both Parties fully understand and agree with all the terms of the Agreement and confirm that in the relations between the Parties and in relations with third parties, none of the terms of the Agreement can and will be treated as unexpected or unfair.
- 11.12. Further Assurance.** The Parties shall provide reasonable assistance and cooperation to each other and do all things reasonably possible in order to facilitate smooth and effective performance of the Agreement. The Parties hereby agree to prepare, sign, request and receive all the documents, acts and deeds, as well as to take such other action which may be necessary for the proper fulfilment of the obligations arising out of this Agreement and/or for the

elimination of any legal and/or factual obstacles preventing the proper fulfilment of the obligations arising out of this Agreement.

- 11.13. Confidentiality.** The Parties acknowledge that the the terms and conditions of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the relevant other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: **(a)** is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); **(b)** is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; **(c)** is necessary for the proper performance of the obligations of the Parties under the Agreement and/or the exercise of the rights provided for in the Agreement (in the latter case, however, information may be disclosed only to the extent necessary for the performance of such obligations); or **(d)** is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Clause.
- 11.14. Annexes.** The following annexes to this Agreement shall form integral parts of this Agreement and are to be viewed as a whole together with this Agreement:
- 11.15. Execution.** This Agreement has been executed electronically on the date of this Agreement set forth above.

IN WITNESS WHERE OF, the Parties have signed this Agreement

**LEGAL ADDRESSES OF THE PARTIES:**

LICENSOR:	LICENSEE:
<b>OÜ "Scanpix Baltics"</b>	<b>Public Institution Lithuanian National Radio and Television</b>
Tartu mnt 80, Tallinn, 10112, Estonia	S. Konarskio str. 49, 03123 Vilnius, Lithuania
Registry code 10533602	Legal entity code 124241078
VAT payer's code EE100510720	VAT payer's code LT242410716
EE242200221011783470	LT88 4010 0424 0004 3899
SWEDBANK	LUMINOR bank AS Lithuanian branch
SWIFT/BIC: HABAE2X	Bank code 40100
Tel. +372 515 7075	Tel. +370 5 236 3000
E-mail: info@scanpix.ee	E-mail: lrt@lrt.lt

CEO

██████████

Director-General

██

THIS DOCUMENT HAS BEEN SIGNED WITH SECURE ELECTRONIC SIGNATURE AND CONTAINS THE STAMP

## **Annex 1**

### **to the Digital Stock Image Licencing Agreement**

10. February 2026. a

#### **Details of License Fee payable by VŠĮ Lietuvos nacionalinis radijas ir televizija**

Except as otherwise defined herein and except where the context otherwise requires, capitalised words and expressions in this Annex have the same meaning as defined in the Digital Stock Image Licencing Agreement of 10. February 2026. a (hereinafter referred to as “**Agreement**”).

The Parties agree on the following details of License Fee payable by **VŠĮ Lietuvos nacionalinis radijas ir televizija**

1. Within this Agreement OU Scanpix Baltics, [www.scanpix.ee](http://www.scanpix.ee)

- confer rights to **VŠĮ Lietuvos nacionalinis radijas ir televizija** to use the Work for following website: [www.scanpix.ee](http://www.scanpix.ee)

- gives access to website digital stock. The password to access the digital stock will be sent to the following address: [REDACTED]

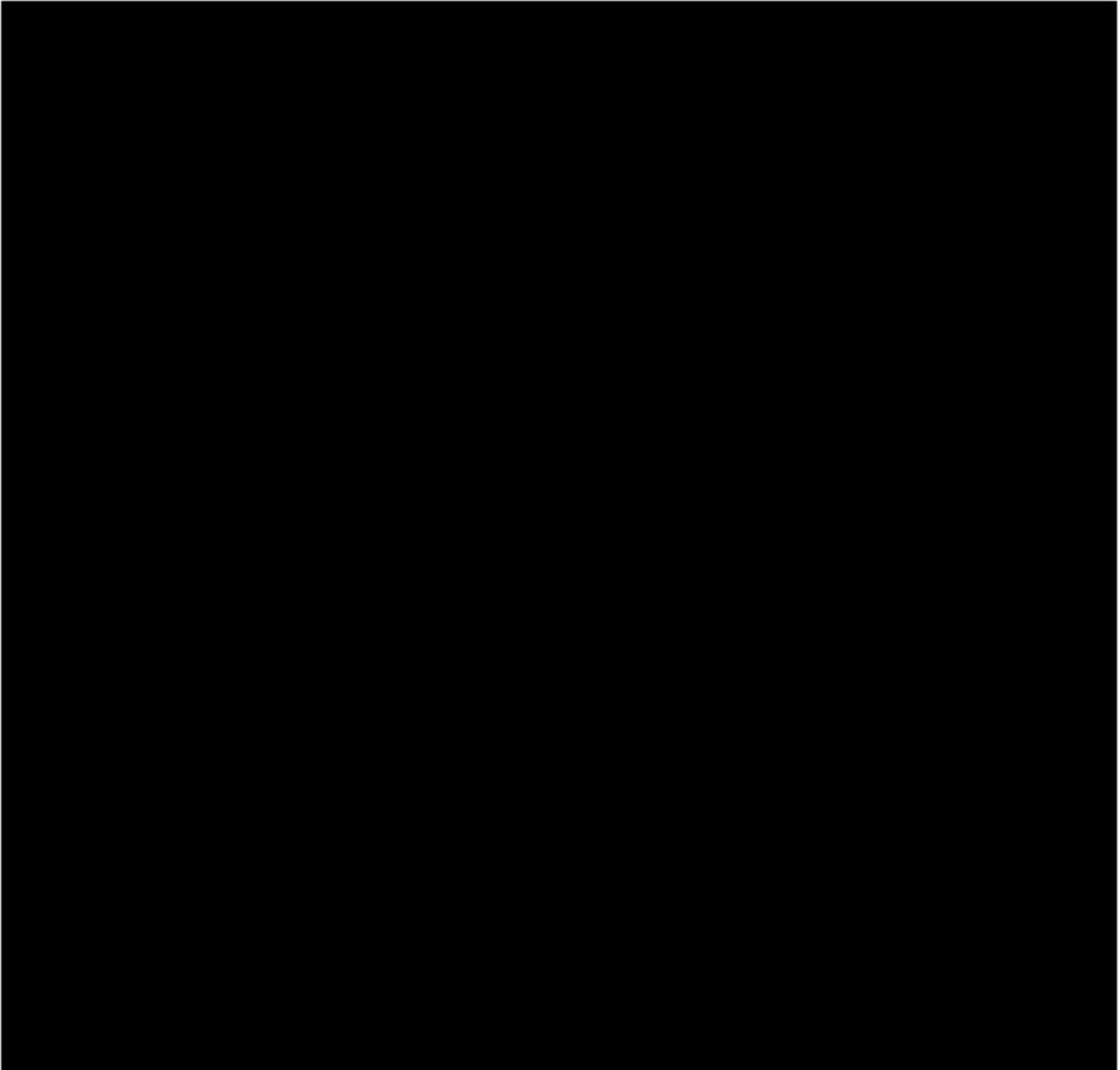
2. **VŠĮ Lietuvos nacionalinis radijas ir televizija** shall pay to the Licensor a License Fee for the use of the Work based on Rights-Managed (RM) content in amounts described in Annex 2 “Price List.” The Licensee shall pay the invoice sent by the Licensor within 30 calendar days of receipt of the invoice.

3. The Licensor has the right to unilaterally change the Licence Fee once a year, which is fixed for 12 months after each change.

THIS DOCUMENT HAS BEEN SIGNED WITH SECURE ELECTRONIC SIGNATURE AND CONTAINS TIME STAMP

**Annex 2**  
**to the Digital Stock Image Licencing Agreement**  
**10. February 2026. a**  
**Price List payable by VŠĮ Lietuvos nacionalinis radijas ir televizija**

The Licensee shall pay the monthly fee in accordance to this formula: the amount of images downloaded times the amount of images' rate(s). The maximum price for this contract is 13471 (thirteen thousand four hundred seventy euros) + VAT. Maximum number of images to be used – 5000 (five thousand) images.



\*- list of agencies may vary depending on Licensor's agreements with agencies.