

INTERNAL FONT SOFTWARE LICENCE TERMS

for the typeface “Frilufts”

1. Parties and Purpose

1.1 These Internal Font Software Licence Terms (“**Terms**”) govern the use of the typeface and associated Font Software software named “**Frilufts**” (the “**Font Software**”) by employees and authorised service providers of Frilufts Retail Europe AB, registration no. 556788-3375, with its registered office in Box 209, 89125 Örnköldsvik, Sweden (“**Company**”) and of its Subsidiary Companies (as defined in Section 3).

1.2 The Font Software has been created by Robert Strauch & Alexander Haberer (“**Designer**”). Designer is the owner of the copyright and related intellectual property rights in and to the Font Software. The Font Software was created by the Designer on the instructions and according to the specifications of the Company for the Company’s exclusive use as a corporate typeface.

1.3 The Designer has granted the Company an exclusive, perpetual licence, within the Territory, to use the Font Software for all purposes, and a right to grant limited sublicences within the Territory to Authorised Users, Subsidiary Companies and Authorised Service Providers for the purposes described in these Terms. Within this scope, the Font Software constitutes a proprietary corporate typeface of the Company.

2. Intellectual Property Rights

2.1 The Font Software is protected by copyright and other intellectual property laws. All copyrights and other intellectual property rights in the Font Software are owned by Designer.

2.2 The Company holds an exclusive, perpetual licence, within the Territory, to use the Font Software for all purposes. The Company is entitled to grant limited sublicences within the Territory to Authorised Users, Subsidiary Companies and Authorised Service Providers for internal and on-behalf-of-Company use as set out in these Terms. No ownership of the Font Software is transferred to the Company or to any user under these Terms.

2.3 All rights in and to the Font Software which are not expressly granted under these Terms are reserved by Designer and/or the Company (as applicable).

2.4 Any use of the Font Software that is not expressly permitted under these Terms is prohibited and may constitute an infringement of copyright and/or other intellectual property rights.

3. Definitions

For the purposes of these Terms:

- “**Authorised User**” means (i) any employee of the Company or of any Subsidiary Company, and (ii) any Authorised Service Provider, in each case to the extent they are granted access to the Font Software for the purposes described herein.
- “**Authorised Service Provider**” means an external agency, designer, printer, consultant, freelancer or other service provider engaged by the Company or a Subsidiary Company to provide services for the benefit of the Company.
- “**Subsidiary Company**” means any legal entity in which the Company, directly or indirectly, holds more than 50% of the voting rights or otherwise has the power to direct the management and policies of that entity. For the avoidance of doubt, any other companies that are owned by the same ultimate parent company as the Company but are not directly or indirectly controlled by the Company itself, shall not be regarded as Subsidiary Companies for the purposes of these Terms.

- **“Territory”** means the existing and future European markets in which the Company or any Subsidiary Company operates, including, for the avoidance of doubt, the member states of the European Economic Area (EEA), the United Kingdom and other non-EU European countries.
- **“Materials”** means all documents, graphics, layouts, advertising, packaging, digital content, user interfaces, presentations and any other works created by or on behalf of the Company or any Subsidiary Company in which the Font Software is used.

4. Grant of Rights / Scope of Use

4.1 The Company holds an unrestricted licence to use the Font Software for all purposes and in all forms of media and technology, whether now known or hereafter developed, including without limitation print, digital, online, mobile, software, signage, packaging and audiovisual or broadcast uses. Authorised Users are permitted to use the Font Software only in the course of their duties for the Company or a Subsidiary Company and subject to these Terms. In particular, Authorised Users are granted a non-exclusive, non-transferable, non-sublicensable right to install and use the Font Software solely for the following purposes:

a) internal use within the Company and Subsidiary Companies, including internal documents, presentations, templates and internal systems; and

b) use on behalf of the Company and/or Subsidiary Companies, i.e. for the creation and production of Materials that are intended exclusively for the Company and/or a Subsidiary Company (including but not limited to branding, marketing, packaging, websites, apps, corporate communications).

4.2 The Font Software may only be used in connection with the business and corporate identity of the Company and its Subsidiary Companies by Authorised Users and Authorised Service Providers. This restriction does not limit the Company itself, which may use the Font Software without restriction.

4.3 The rights granted under this Section 4 to Authorised Users, Subsidiary Companies and Authorised Service Providers remain in effect for as long as these Terms are in force, unless revoked earlier in accordance with Section 11.

5. Internal Use Only / Prohibited Uses

5.1 For Authorised Users and Authorised Service Providers, the Font Software is strictly licensed for internal and on-behalf-of-Company use only. Without the prior written consent of the Company (and where necessary, the Designer), it is prohibited to:

- a) use the Font Software for any third-party client, product, service or brand that is not owned or controlled by the Company or a Subsidiary Company;
- b) include the Font Software in any commercial product, template, software, or design system intended for redistribution or resale;
- c) make the Font Software available as a general design resource or include it in any Font Software library or package accessible to persons other than Authorised Users.

5.2 Authorised Service Providers may not present the Font Software as part of their own font library or toolkit, nor advertise it as being available to their other clients.

6. Installation, Embedding and Technical Use

6.1 Installation

6.1.1 The Font Software may be installed only on devices (e.g. computers, servers, design workstations) used by Authorised Users and only to the extent necessary for the permitted use.

6.1.2 Authorised Users must not share the Font Software files with any person who is not an Authorised User.

6.2 Document Embedding

6.2.1 The Font Software, including the font data contained therein, may be embedded in electronic documents (e.g. PDF, Office documents) that are distributed by or on behalf of the Company, provided that:

- a) embedding is restricted to print/preview or similarly restricted modes where reasonably possible; and
- b) the document is not configured with the intention of allowing recipients to extract and install the Font Software as a standalone font file.

6.2.2 Embedding the Font Software in documents for third parties is permitted only if such documents relate to the Company's business and do not grant the recipient any right to use the Font Software independently. The mere technical possibility that a recipient could extract the Font Software from such a document shall not in itself be deemed to grant any rights of use.

6.3 Web and App Use

6.3.1 The Font Software may be used on websites, web applications and mobile applications owned or controlled by the Company or a Subsidiary Company, using technically appropriate webfont formats (e.g. WOFF/WOFF2), provided that:

- a) the Font Software files are hosted on servers or content delivery infrastructure controlled by or on behalf of the Company; and
- b) reasonable technical measures are taken to reduce the risk of unauthorised downloading, extraction or reuse of the Font Software (e.g. proper server configuration, restricted cross-domain access where feasible).

6.3.2 The Font Software must not be hosted on generic public Font Software hosting services or open-source repositories.

7. Use by Subsidiary Companies and Authorised Service Providers

7.1 The Company may allow Subsidiary Companies to use the Font Software under these Terms. Any such use shall be deemed use by the Company, and the Company remains responsible for compliance by Subsidiary Companies. The Company may, at its discretion, grant rights of use to other legal entities (within or outside its wider corporate group) by way of separate written licence agreements, which shall specify the scope of use and any applicable terms and conditions. No such rights are implied by these Terms.

7.2 The Company may provide the Font Software to Authorised Service Providers solely for the purpose of creating or producing Materials for the Company or Subsidiary Companies.

7.3 Authorised Service Providers shall:

- a) use the Font Software only for Company-related projects;
- b) treat the Font Software as confidential to the extent reasonably possible;
- c) not provide the Font Software to any third party; and
- d) delete all copies of the Font Software upon completion of their work for the Company or upon request from the Company, whichever occurs earlier.

7.4 The Company is responsible for ensuring that appropriate contractual provisions are in place with Authorised Service Providers to reflect and enforce these obligations.

8. Restrictions and Prohibited Acts

Unless expressly permitted in writing by the Company and, where required, the Designer, the following are prohibited:

- a) copying, distributing, selling, leasing, lending, sublicensing, or otherwise making the Font Software available to any third party beyond what is permitted under these Terms;
- b) modifying, altering, renaming, adapting, reverse engineering, decompiling, disassembling, or creating derivative works of the Font Software;
- c) converting the Font Software to other Font Software formats, except where technically necessary for the permitted use and expressly authorised by the Company;
- d) removing, altering, or obscuring any copyright notices, trademark notices or other proprietary legends in the Font Software;
- e) training or developing artificial intelligence or machine learning models using the Font Software, font data, or typeface designs contained herein.
- e) using the Font Software in any manner that is unlawful, defamatory or infringes the rights of the Company, the Designer or any third party.

9. Corporate Identity and No Registration by Users

9.1 The Font Software forms part of the corporate identity of the Company and/or its Subsidiary Companies. Authorised Users must follow the Company's brand and design guidelines when using the Font Software.

9.2 Authorised Users, Subsidiary Companies and Authorised Service Providers may not:

- a) register or attempt to register the Font Software, or any confusingly similar typeface, as a trademark, design or other right in their own name; or
- b) claim any intellectual property right or authorship in the Font Software.

10. Warranty, Indemnity and Liability

10.1 The Font Software is provided to Authorised Users on an "as is" basis. To the extent permitted under applicable law, no warranties of any kind, whether express, implied or statutory, are given with respect to the Font Software, including but not limited to warranties of fitness for a particular purpose, merchantability, or non-infringement vis-à-vis Authorised Users.

10.2 The Company is not liable for any damages arising from use or inability to use the Font Software by Authorised Users, except in the case of:

- a) intent;
- b) gross negligence; or
- c) injury to life, body or health, or liability that cannot be excluded under mandatory applicable law (e.g. mandatory product liability laws).

10.3 The Company's liability for simple negligence shall be limited to typical and foreseeable damage.

10.4 Nothing in these Terms shall limit any mandatory statutory rights of employees under applicable employment or labour law.

11. Term and Termination

11.1 These Terms remain in effect for as long as the Company is licensed to use the Font Software by the Designer, unless terminated earlier.

11.2 The Company may revoke or limit the rights of any Authorised User, Subsidiary Company or Authorised Service Provider at any time for good cause, including but not limited to breach of these Terms or of Company policies.

11.3 Upon termination of a user's authorisation (e.g. end of employment, end of service contract, or explicit revocation):

- a) all use of the Font Software by that user must cease;
- b) the user must promptly delete all copies of the Font Software in their possession or control; and
- c) any continued use of Materials created prior to termination may continue, provided this does not require further active use of the Font Software by the terminated user.

12. Governing Law and Jurisdiction

12.1 These Terms shall be governed by and construed in accordance with the laws of Germany, excluding its conflict-of-law rules.

12.2 To the extent permitted by law, the courts of Munich, Germany shall have exclusive jurisdiction over any disputes arising from or in connection with these Terms. Mandatory provisions on jurisdiction, in particular relating to employees or consumers where applicable, remain unaffected.

13. Miscellaneous

13.1 These Terms may be amended or supplemented by the Company from time to time. The current version shall be made available on 01.01.2026.

13.2 In the event of any conflict between these Terms and any individual agreement between the Company and an Authorised Service Provider, the individual agreement shall prevail to the extent of the conflict, unless expressly stated otherwise.

13.3 If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision which most closely reflects the economic intent of the original provision.

13.4 In case of discrepancies between language versions, the English version shall prevail.