

BASIC LICENSE  
(LICENSE AGREEMENT)

Version 01.2022

This agreement is a public offer (offer) of Individual Entrepreneur Serebryakov Denis Rodionovich, hereinafter referred to as the "Licensor", to individuals and legal entities to conclude the present license agreement (hereinafter referred to as the "Agreement") on the terms and conditions set forth below.

1.1. DEFINITIONS OF TERMS

In the text of this Agreement the following terms shall have the following meaning:

- 1.2. Font – a copyrighted work of graphics consisting of the Font Marks. The author of the Font is Denis Rodionovich Serebryakov.
- 1.3. Font Symbols – individual images of letters, numbers, and other symbols made in a single style and included in the Font.
- 1.4. Font Software (Font Software) – a computer program protected, including by copyright, the operation of which is designed to display and further use of the Font.
- 1.5. Font Complex – jointly referred to as the Font and the Font Software.
- 1.6. Licensor – Serebryakov Denis Rodionovich, an individual entrepreneur, who is the owner of the exclusive right to the Font and a party to this Agreement.
- 1.7. Licensee – an individual or legal entity acquiring the rights to the Font under this Agreement.
- 1.8. Payer – an individual or entity paying the license fee under this Agreement for the benefit of the Licensee.
- 1.9. Website means a set of software and hardware for computers (web pages) that provides publication of information and data united by a common purpose for public review, located at the unique Internet address: <http://www.serebryakov.com> and owned by the Licensor.
- 1.10. Territory is the territory of all countries of the world.
- 1.11. Means of individualization is a designation (trademark, logo, slogan, etc.) designed to identify a person, product and/or service, as well as aimed at attracting attention, artistic design of goods and/or services.
- 1.12. Informational text – a text (information) of informative nature, not intended to identify in any way the Licensee, its goods/services, as well as not aimed at attracting attention, artistic design of goods/services.
- 1.13. Printed products – products (non-periodic non-serial publication, packaging of goods, etc.) aimed at identifying the Licensee and its goods/services among other products/services in the market.
- 1.14. Audiovisual work – a work consisting of a fixed series of interconnected images (with or without accompanying sound) and designed for visual and auditory (if accompanied by sound) perception through appropriate technical devices.
- 1.15. Outdoor advertising – graphic, text, or other information of advertising nature that is placed on special temporary or stationary constructions (billboards, showcases, signs, outdoor posters, fences, signs, banners, etc.) located in the open area, as well as on the external surfaces of buildings, structures, on elements of street equipment, over or on the roadway of streets and roads, vehicles, as well as inside sales points, sales areas of stores/spaces of shopping centers.

- 1.16. Advertising-souvenir products – products used as gifts, prizes, handouts, etc., with the application of the Means of Individualization on the product itself or its packaging.
- 1.17. Computer – a set of technical, hardware and software designed for automatic information processing, computing, automatic control (personal computer, cell phone, game console, etc.).

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. Under this Agreement, the Licensor grants the Licensee the right to use the Font System in the manner, manner, and in the Territory provided for in this Agreement.
- 2.2. The right to use the Font complex is granted for a fee (license fee).
- 2.3. Bringing the text of this Agreement to the Licensee through the Website is a public offer of the Licensor according to the norms of Clause 2, Article 407 of the Civil Code. 2 Art. 407 of the Civil Code of the Republic of Belarus (hereinafter – the Civil Code).
- 2.4. This Agreement is concluded by means of accession, i.e. by means of acceptance (acceptance) by the Licensee of the terms of this Agreement in full, without any conditions, exceptions and reservations in accordance with the norms of Article 398 of the Civil Code.
- 2.5. The fact of Licensee's accession to this Agreement is the fact of payment of the license fee.
- 2.6. Licensee is also deemed to have acceded to this Agreement from the moment of commencement of actual use of the Font, as well as the Font and/or the Font Software separately, which means his/her full unconditional consent to all terms and conditions of this Agreement.
- 2.7. The Licensor guarantees that it is the owner of the exclusive right to the Font complex.
- 2.8. This Agreement provides a simple, non-exclusive license.
- 2.9. The specific name of the Font complex, as well as the amount of the Licensor's remuneration shall be specified when placing an order on the Website, as well as in the payment receipt that is an integral part of this Agreement.

## 3. ORDERING ON THE WEBSITE AND THE PROCEDURE OF PAYMENT OF THE LICENSE FEE

- 3.1. The Licensee (Payer) shall choose the specific name of the Font complex, as well as its related features, when placing an order on the Website. Payment of the license fee under this Agreement shall be made by bank transfer using the Website.
- 3.2. In some cases, as agreed with the Licensor, payment of the license fee under this Agreement can be made by non-cash method without using the Website. In this case, the specific name of the Font complex, as well as related characteristics are agreed upon by the parties in advance, after which the appropriate invoice is sent to the Licensee (Payer) for payment through online acquiring.
- 3.3. After the payment of the license fee, the Licensee (Payer) shall receive a payment notice to the e-mail address specified by him when placing the order, which is an integral part of this Agreement and contains information about (including, but not limited to)
  - Date and time of payment of the license fee.
  - Name of the purchased Font complex, as well as related features.
  - Amount of the License Fee.
- 3.4. Acceptance of the offer (adherence to this Agreement) shall be deemed payment of the license fee.
- 3.5. Licensee is solely responsible for specifying complete and accurate information required to place an order on the Site, as well as its subsequent payment. If Licensee provides incomplete

or unreliable information, Licensee is not deemed to have acquired rights to the Font.

#### 4. THE PROCEDURE AND ALLOWED WAYS OF USING THE SCREEN COMPLEX

- 4.1. Licensee may use the Font Software to embed the Font in documents in a scalable form for internal document management purposes without the right to publish or make available to the public. Such documents shall be intended for viewing or printing (Print&Preview mode) and shall not be edited (the Font Software may not be extracted from them).
- 4.2. Licensee may use the Font in the design of web sites only in raster format. If you connect via @font-face, you must purchase a Web License.
- 4.3. Licensee may use the Font to prepare images for publication on social networks if the total number of Licensee's account subscribers does not exceed 25,000 users. If you have more subscribers, you must purchase a Social Media License.
- 4.4. Licensee may use the Font in its own Advertising and souvenir products with a total circulation of up to 20 units of each type of such products. Provided that such products are sold by the Licensee free of charge and by its own efforts. In order to produce Advertising and souvenir products in a large number of copies and/or by order (by forces) of third parties, and/or for the purpose of sale through sales, the License "Advertising and souvenir" must be purchased.
- 4.5. Licensee has the right to use the Font in the Information text in the Printed Products with the total circulation up to 1000 copies, if Licensee sells the Printed Products by its own efforts. For printing of the Printed Products in larger print runs and/or by third parties, it is necessary to purchase the Goods and Printing License.
- 4.6. Licensee has the right to use the Font in paper printed publications with a circulation limit of up to 500 copies, provided that Licensee sells such publications free of charge and by its own efforts. In order to print paper publications in large print runs and/or on order of third parties, and/or for the purpose of sale through sales, it is necessary to purchase the License "Publisher".
- 4.7. Licensee has the right to use the Font on one own sign, storefront, office sign, signboard, advertising banner, etc. To use the Font in a larger number of your signs, storefronts, office signs, signs, advertising banners, etc., or to produce them on behalf of third parties, you must purchase an Outdoor Advertising License.
- 4.8. Licensee's use of the Font Complex is allowed in the Territory.
- 4.9. The Font Complex shall be used in accordance with the accompanying characteristics selected by the Licensee (Payer) when placing an order on the Website, as well as those specified in the notice of payment of the license fee.
- 4.10. Purchase of more such "Basic" Licenses does not increase the specified use limits of the Fonts Suite.
- 4.11. The Licensor grants the Licensee the right to use the Font System without naming the author and rightsholder (Licensor).
- 4.12. In order to exercise the right to use the Font, Licensee may use the installed Font only in the ways specified in this Agreement.
- 4.13. Licensee undertakes to provide proper protection for the installed Font Software and available copy of the Font Software from illegal copying. Failure to provide protection, as well as insufficient protection of the Font Software, is at Licensee's risk and will be liable for any resulting infringement of Licensee's rights.

#### 5. EXCLUDED WAYS OF USING THE FONT COMPLEX

- 5.1. Licensee may not use the Font complex by any other means not specified in Article 4 of this Agreement.
- 5.2. Under this Agreement, the right to use the Font complex is granted only to the Licensee. Licensee may not sell, assign or otherwise transfer such right to third parties.
- 5.3. Licensee may not modify the Font complex: change the character composition, modify and/or otherwise affect the file of the Font Software and/or the Font. Licensee may not create derivative works from the Font. Licensee may not redesign individual Font Marks unless otherwise expressly provided for in the applicable license.
- 5.4. Licensee may not use the Font Marks as part of the Means of Identification, whether such designation is registered or not. Information inscriptions made using the Font may also not be used in the registered Means of Individualization.
- 5.5. Licensee understands that registration of the Means of Individualization made using the Font complex without purchase of the corresponding additional Logo License will be deemed a violation of Licensor's exclusive right.
- 5.6. The Font may not be used on product packaging in which it has the greatest significance. For the purposes of this Agreement, the Font may only be used in the Informational Text. To use the Font on the product packaging in which it is most meaningful, you must purchase the "Logo" License.
- 5.7. You may not install and/or copy the Font on a server or provide network access to the Font. To use the Font Software on an internal server, on local, private and private networks, and as part of limited-access web applications, you must purchase the Server License.
- 5.8. Third parties to whom the Licensee has rendered services/performed work may not use the Font in any way without purchasing an independent license.
- 5.9. With respect to the Font and the copies (copies) thereof created whenever the Font is reproduced, the appropriate type of license must be purchased from the person making such use for each further reproduction or distribution of a copy of the Font (unless the rights to the legally circulated copy have been exhausted).
- 5.10. Licensee may not use the Font in any way that implies the following types of licenses:
  - Web License – license for displaying the text content of the site with the Font via the @font-face css instruction.
  - App License – License for use of the Font Suite in mobile applications or computer programs, except video games.
  - License "Logo" – a license for use of the Font as part of any Means of Identification of a person, product and/or service: a trademark, logo, slogan, etc. (with the right to register such means of individualization), as well as if it is necessary to modify individual Font Marks to create Means of Individualization.
  - Social Networks" License – a license for use of the Font System for design of accounts and publications in social networks if the total number of account subscribers exceeds 25,000 users.
  - Video License – a license to use the Font System for the design of video broadcasts on air, cable, or the Internet (including YouTube video hosting) and for displaying titles and other captions in audiovisual works.
  - Goods and Printing License – a license to use the Fonts Suite for the typesetting of informational inscriptions in Printed Products distributed in more than 1000 copies by the Licensee or by third parties on its behalf, for a fee or free of charge, as well as in its advertising and informational materials.

- Outdoor License – a license for use of the Font in advertising and informational materials on billboards, showcases, posters, fences, signs and banners, billboards, electronic screens and boards, vehicles, etc.
- Publisher" license – a license to use the Font System for creating, publishing, and/or publishing printed and electronic books. In the case of printed publications, if the number of copies of the publication exceeds 500 copies.
- Advertising and Souvenir License – a license for use of the Font System in Advertising and Souvenir products with a circulation of more than 20 units or by order of third parties.
- Electronic Advertising License – a license for use of the Font System embedded in Print&Preview mode outside the Internet resource where the Font Software is located: in email newsletters with downloadable Fonts, in scalable 5html advertising banners.
- Electronic Documents license – a license for embedding the Font Software (or a portion thereof) into electronic documents and for making such documents available to the public.
- Video Games License – a license for use of the Font in video games (games that use images generated by electronic hardware – game console, and displayed on the screen of any type of device).
- Server license – a license required to use the Font Software on an internal server, in local, private, and private networks, as part of limited access web applications.

## 6. DIRECTION OF A COPY OF THE FONT COMPLEX

- 6.1. After payment of the license fee, a letter with the Font files, the file with the text of this Agreement, and the notice of payment of the license fee is sent to the e-mail address specified by the Licensee (Payer).
- 6.2. The Font, which is a graphic work, is included in the Font Software, therefore, a copy of the Font is not sent.
- 6.3. The Licensor's obligation to deliver a copy of the Font is deemed performed at the moment of sending a letter with the files to the e-mail address specified by the Licensee (Payer).

## 7. LICENSE FEE

- 7.1. The amount of the license fee under this Agreement is specified when placing an order on the Site (in a separate invoice as agreed upon with the Licensor), as well as in the payment notice.
- 7.2. In some cases, as agreed with the Licensor, payment of the license fee under this Agreement may be made by online payment without using the Website. In this case, the specific name of the Font complex, as well as related characteristics are agreed upon by the parties in advance, after which the appropriate invoice is sent to the Licensee (Payer) for payment through online acquiring.
- 7.3. Payment of remuneration is made by bank transfer using the Website simultaneously with the online order, as long as the technical possibility of online payment exists, but no later than on the day of the online order.
- 7.4. In cases of invoicing by the Licensor without using the Website the remuneration shall be paid by cashless method while there is a technical possibility of online payment.
- 7.5. Licensee's (Payer's) obligation to pay the royalties is considered to be fulfilled at the moment of receipt of funds to the current account of the Licensor.
- 7.6. Payment of the license fee for a part of the Font complex or for a part of the specified ways of its use is not allowed.
- 7.7. No plurality of persons on the Licensee's side is allowed. The right to use the Font complex

may not be acquired by multiple persons at once, including by combining their contributions.

## 8. ACQUIRING A LICENSE IN FAVOR OF A THIRD PARTY

- 8.1. The right to use the Font complex may be purchased in favor of the Licensee, but be paid for by the Payer.
- 8.2. In this case, the Payer has no right to use the Font complex. The Payer does not acquire the right to use the Font complex even if the Licensee does not exercise its right.
- 8.3. All restrictive terms and conditions of this Agreement with respect to the Licensee also apply to the Payer, if it is permissible based on the meaning of such terms and conditions.
- 8.4. The Payer shall be jointly and severally liable for the Licensee's bad faith actions as well as violation of the terms of this Agreement. The Payer shall be liable to the Licensor for the Licensee's proper performance of the terms and conditions of this Agreement, including the Licensee's violation of the exclusive right, as well as for exceeding the scope and ways of using the Font complex.
- 8.5. The Payer has the obligation to familiarize the Licensee with the terms and conditions of this Agreement. Until the Licensee becomes familiar with the terms and conditions of this Agreement, the Licensee may not use the Font complex.
- 8.6. Licensee is deemed to have acceded to this Agreement at the moment of payment of the license fee by the Payer.
- 8.7. When placing an order, the Payer shall specify all necessary data regarding the Licensee.
- 8.8. If the Licensee's required data is not provided by the Payer, or if the specified data is invalid, the Licensee shall not be deemed to have acquired the rights to the Font complex.
- 8.9. A letter with the Font files shall be sent to the email address specified by the Payer when placing the order. If the Payer has provided his/her own e-mail address, he/she is responsible for forwarding this e-mail to the Licensee and is obligated to delete the copy of the Font Software in his/her possession.

## 9. PERSONAL DATA

- 9.1. By acceding to this Agreement, the Licensee (Payer) gives his consent to the processing of his personal data by the Licensor.
- 9.2. Personal data is collected and processed by the Licensor for the conclusion and execution of this Agreement, accounting licenses and royalties, monitoring the legality of the use of intellectual property and the extent of such use, processing applications on the Website, promoting the Licensor's intellectual property in the market by means of direct contacts, as well as sending e-mail newsletters.
- 9.3. The processing of personal data is carried out by the Licensor in accordance with the norms of the current legislation of the Republic of Belarus, as well as the Privacy and Personal Data Processing Policy of the Website, located at: <https://serebryakov.com/privacy-policy/>.

## 10. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

- 10.1. For improper performance of the terms and conditions of this Contract the parties shall be liable in accordance with the current legislation of the Republic of Belarus.
- 10.2. The Party which has not fulfilled or improperly fulfilled its obligations under this Agreement shall compensate the other Party for all losses incurred by it.
- 10.3. The aggregate amount of the Licensor's liability under this Agreement, including the amount of penalties (fines, penalties) and/or recoverable losses under any action or claim with respect to

this Agreement or its performance, shall be limited to the amount of the license fee.

- 10.4. The Parties shall be exempt from liability for full or partial failure to perform obligations under this Agreement if such failure is a consequence of acts of insuperable force (force majeure), including mass riots, prohibitive actions of authorities, natural disasters, fires, disasters, failures in telecommunications and electrical networks, malicious programs, as well as unfair actions of third parties to obtain unauthorized access or disabling of the Site.
- 10.5. All disputes or disagreements, which can arise from this Agreement or in connection with it, if it is impossible to solve them by means of negotiations, shall be settled in court using material and procedural legislation of the Republic of Belarus.

## 11. FINAL CLAUSES

- 11.1. This Agreement shall be deemed to have been concluded from the date of accession and shall be valid indefinitely.
- 11.2. The place of conclusion of this Agreement is the city of Minsk, Republic of Belarus.
- 11.3. By acceding to this Agreement, the Licensee confirms that he/she has been acquainted in advance with the composition and other properties of the Font complex, as well as its suitability for further use.
- 11.4. Licensor is not responsible for the suitability of the Font complex for any specific purpose and intent of Licensee's use. In particular, the Licensor is not responsible for applicability of the Font Suite in an out-of-date version (update) of this or that software.
- 11.5. The Parties have agreed that the granting of rights under this Agreement is confirmed by a primary accounting document, independently drawn up by the Parties in accordance with paragraph 8 of paragraph 1 of the Resolution of the Ministry of Finance of the Republic of Belarus from 12.02.2018 № 13 "On the sole drawing up of primary accounting documents". The Statement of Grant of Rights shall be executed upon transfer of a copy of the Font complex under this Agreement.
- 11.6. This Agreement shall be deemed to be executed in the version published on the Website at the time of acceptance (payment) by the Licensee/Payer.
- 11.7. The Licensor has the right to change the terms of this Agreement at its own discretion.
- 11.8. If Licensor changes the text of this Agreement, the original version of this Agreement shall continue to apply to the parties' previous relations.
- 11.9. Return of the purchased license, as well as refusal to fulfill this Agreement, return of a copy of the Font complex to legal entities is not allowed. No refund of money paid as a license fee under this Agreement is allowed.
- 11.10. The procedure of refund of the purchased license by individuals is regulated by the Law of the Republic of Belarus of January 09, 2002 No. 90-Z "On Protection of Consumer Rights".
- 11.11. When paying by bank payment card, cash refund is not allowed. Settlements in case of refund of the paid royalty shall be made in the same form in which payment was made.
- 11.12. To get a refund to a bank payment card, you need to fill out the "Application for refund" and send it to the following email address: [fonts@serebryakov.com](mailto:fonts@serebryakov.com).
- 11.13. In case of refund of the paid license fee due to technical reasons or due to the rules of the relevant payment or banking system, the license under this Agreement shall not be deemed granted to the Licensee, acceptance of the offer shall not be deemed to have occurred, and the Licensee's use of the Font System shall be deemed illegal.
- 11.14. Termination of this Agreement is possible only in court in cases stipulated by law.
- 11.15. If any provision of this Agreement is unclear, Licensee may contact Licensor at

fonts@serebryakov.com to clarify specific provisions.

#### LICENSOR DETAILS

Serebryakov Denis Rodionovich, Individual Entrepreneur, Tax Number 290447975.

Legal address: Republic of Belarus, 220000, Minsk, Nezavisimosti Ave, 95A, office. 37.

E-mail address: fonts@serebryakov.com