

Letter of commitment

Use of the "Frutiger for ZKB" font software

Company _____

Street _____

Postcode/City _____

(hereinafter referred to as "Partner")

The Partner acknowledges that the Frutiger for ZKB Font Software is the copyrighted intellectual property of third parties and that Zürcher Kantonalbank (hereinafter referred to as "ZKB") may use the Frutiger for ZKB Font Software for its own business purposes on the basis of a corresponding license agreement with Monotype GmbH.

The Partner who has a contractual relationship with ZKB is entitled to use the **Frutiger for ZKB Font Software** (consisting of Frutiger for ZKB Light, Frutiger for ZKB Light Italic, Frutiger for ZKB Bold, Frutiger for ZKB Bold Italic, Frutiger for ZKB Superior, Frutiger for ZKB Roman, Frutiger for ZKB Italic, Frutiger for ZKB Black) exclusively within the scope of and for the fulfillment of an order from ZKB (hereinafter referred to as "Project"). The Partner also undertakes to use the Frutiger for ZKB Font Software exclusively for the business purposes of ZKB and only until the Project has been completed. The Partner is prohibited from any other use. In particular, the Partner is expressly prohibited from using the Frutiger for ZKB Font Software for its own business purposes or for the provision of services for other customers or other third parties.

The granting of this right of use is of a non-exclusive nature. The Partner is prohibited from modifying, selling, sublicensing or passing on this font software in any way. Furthermore, rights and obligations arising from this declaration of commitment are not transferable.

ZKB reserves the right to withdraw the right of use granted to the Partner at any time and to prohibit further use of the Frutiger for ZKB Font Software without this giving rise to any claims for compensation in favor of the Partner.

The Partner undertakes to return all Frutiger for ZKB Font Software provided within the scope of the Project (regardless of the form) to ZKB together with a handover protocol after the end of the Project or to destroy it at ZKB's request and to confirm this destruction to ZKB in writing.

The Partner bears full responsibility and is fully liable to ZKB for ensuring that it and its employees and subcontractors comply with the obligations set out in this declaration when carrying out their activities.

This declaration of commitment shall be governed exclusively by substantive Swiss law, to the exclusion of the conflict of laws provisions, namely the Swiss Federal Act on Private International Law (PILA).

The exclusive place of jurisdiction is Zurich 1.

Place, date

legally valid signature(s) of the Partner
