



RR 2018/28

**Contract Number: 8182801343**

Sent Date: 25.07.2018

EINGEGANGEN

02. Aug. 2018

Applicant

IPTR s.r.o.  
Nove sady 988/2  
602 00 Brno  
Czech Republic

Tax number: 06764673

Provider

**REGISTRATION DETAILS**

**Trade-/Servicemark:**

**Published:** 2017/34

**Registration Number:** XXXXXXXXXX

**Publication Week:** 2017/35

**Class:** 21 30 35 43

**Sign the document within 14 days** and send it back by e-mail to **office@iptr.biz** or by mail to:  
IPTR s.r.o., Nove sady 988/2, 602 00 Brno, Czech republic.

| Registration Fee              | Amount              |
|-------------------------------|---------------------|
| Renewal Fee for 8182801343    | 1.929,00 EUR        |
| Processing Fee                | 25,00 EUR           |
| <b>Total Registration Fee</b> | <b>1.954,00 EUR</b> |

**Registration of the International Trademark:**

The trademark application has been published in the International Trademark System - MADRID, which is edited by Bureau of the World Intellectual Property Organization. This publishing forms the basis of our offer. Please note, registration is not affiliated with the publication of the official International Patent Application registration and is not a registration by a government entity. By signing this Agreement, the Applicant signs a binding "IPTR Registration" service provided by the provider specified in the GTB article 3 paragraph 1 and undertakes to pay the provider the price stated on this form. Given that this form is exclusively an offer for the conclusion of a contract, the contractual relationship created by this contract arises at the moment of the delivery of this contract to the provider. Effective delivery is deemed to be the delivery of the contract to the address of the provider and the delivery of the contract to the email address of the provider. By signing this contract, the Contracting Authority agrees that the contractual relationship is governed by the General Business Terms and Conditions of the Provider, which are listed on the other side of this Form and are governed by the Act No. 89/2012 Coll. Civil Code. The Applicant declares that he has read and read these General Business Terms and the scope of the service provided, and he further declares that they agree with their wording.

Applicant

Date

Full name

Signature

Provider

**IPTR s.r.o.**<sup>-3-</sup>  
Nove sady 988/2, 602 00 Brno  
Czech Republic  
IC: 06764673

## **General Terms of Business**

### **1. Introductory Provisions**

1. Contract shall be governed by the following terms of business.
2. This form is solely the offer for the concluding of the contract.
3. General Terms of Business (hereinafter referred to as "GTB"), issued by the company IPTR s.r.o., Nove sady 988/2, 602 00 Brno, Czech Republic IC: 06764673 (hereinafter referred to as "Provider"), modify all business relationships between Provider and Applicant.
4. Applicant shall be understood as a person (natural or legal) or any other subject ordering the "IPTR registration" service (hereinafter referred to as "Applicant").

### **2. Offer and Concluding of Contract**

1. This form is exclusively an offer for the conclusion of a contract, the contractual relationship established by this contract arises at the moment of the delivery of this contract to the provider. Effective delivery is deemed to be the delivery of the contract to the address of the provider or the delivery of the contract to the email address of the provider office@iptr.biz.
2. The Provider hereby undertakes to register and give access to the IPTR database within 10 days from the date of delivery of this Contract.

### **3. Scope of Deliveries and Services**

1. The Provider undertakes to provide the "IPTR registration" service to:
  - a) Provider shall grant the registration in the catalogue at the portal of Provider, available on the internet address (URL) [www.iptr.biz/registered/](http://www.iptr.biz/registered/). Provider shall register all data of Applicant as specified in the front page of this form.
  - b) Access to the IPTR Industrial Property Database, which contains more than 3 million updated information on industrial property registrations from around the world, and from different sources.
  - c) Search and watchdog patrols in the IPTR database. Learn more about IPTR database features at [www.iptr.biz/services/](http://www.iptr.biz/services/).
2. Provider shall enable Applicant the access to the database of IPTR. The Applicant has an Contract number as specified on the first page, which also acts as Login. Using that number, the Applicant can access our entire database, available on the internet address (URL) [www.iptr.biz/client/](http://www.iptr.biz/client/).
3. Unless the data specified in the form correspond with the reality, Applicant shall be obliged to notify immediately Provider on the change of such data for the purpose of the publishing of the topical information.
4. Provider shall set the sequence of the registration in the catalogue.
5. Provider shall be entitled to suspend the registration (i.e. not to grant the registration in the term pursuant to the article 2 paragraph 2) harbouring justified doubts about the fact whether Applicant disposes with all necessary rights (especially copyright or trademark rights) necessary to their publication, till the moment of the justified proving of Applicant's rights to Provider by Applicant.

### **4. Contractual Relationship Duration**

1. The contract is concluded for a period of one year from the date of delivery of the contract to the Provider.
2. The contracting parties agree to withdraw from this agreement by written withdrawal made at the correspondence or e-mail address of provider [cancel@iptr.biz](mailto:cancel@iptr.biz) within 10 days from the date of conclusion of the contractual relationship according to article 2, paragraph 1.

### **5. Prices**

1. All sums stipulated in the contracts, purchase orders and other materials of Provider shall be specified without the value added tax (VAT), unless expressly stated otherwise. VAT rate shall be specified by law, and shall be always identified in the tax documents.

### **6. Copyright to Intellectual Property**

1. Applicant shall assume the responsibility for the information and data, forming the registration data, identified in the front page of this form. Applicant hereby declares to make familiar with the content of the registration data before the order acceptance, whereas to be the authorized owner of the copyright or patent application, being the subject of the registration.
2. Any responsibility for the infringement of the copyrights of Provider is excluded.
3. ~~Provider shall refuse any claims for the damage compensation resulting from the infringement of the rights related to the trademark, patents, patent applications, utility models, registered engineering designs or copyrights of the third party raised against him.~~
4. Applicant shall be obliged to compensate Provider and any other entitled subjects for any damage caused by technical or legal defect of the registration data, namely the fact that the publishing of the registration data infringed the copyright, right to the trademark or instructions governing the economic competition.

### **7. Choice of Law, Jurisdiction Determination, Partial Invalidation**

1. These General Terms of Business and the contractual relation as such shall be governed by the rule of law of the Czech Republic, with the exclusion of the UN convention of the international sale of goods (CISG).
2. Any lawsuits resulting directly or indirectly from the mentioned contractual relationship shall be solved by the court of the Czech Republic with the local competence in Prague.
3. Mutual agreements, exceptions, changes and amendments shall be executed in the written form.
4. Should any individual parts of these general terms of business cease to be valid, the other parts shall remain in validity. Should any other provisions cease to be valid within the framework of the co-operation, the validity of other provisions or arrangements shall not be affected. In such a case the contracting parties shall be obliged to make or modify the invalidity article in such a way so as to comply with the will of the parties and the Czech rule of law.
5. GTB shall be valid and effective as of January 18, 2018.