

REGISTRATION OF THE EUROPEAN PATENT PROTECTION RENEWAL



RE 2024/13

Contract Number:

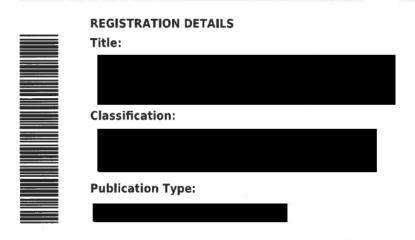
Sent Date: 03.04.2024



EPTP s.r.o. Lidická 700/19 602 00 Brno Czech Republic

Tax number: 08822972

Provider



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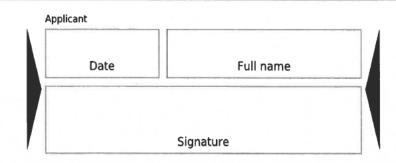
Registration of the European Patent:

The patent application has been published in the European patent reports, which are edited by European Patent Office. 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 "EPTP 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.

Sign the document within 14 days and send it back by e-mail to office@eptp.biz or by mail to: EPTP s.r.o., Lidická 700/19, 602 00 Brno, Czech republic.

Provider





General Terms of Business

1. Introductory Provisions

- 1. The contract is governed by the following terms of business.
- 2. This document is an offer for the conclusion of the contract.
- 3. General Terms of Business (hereinafter referred to as "GTB"), issued by EPTP s.r.o., Lidická 700/19, 602 00 Brno, Czech Republic, ID: 08822972 (hereinafter referred to as "Provider"), regulate all business relationships between the Provider and the Applicant.
- 4. The Applicant is defined as a natural or legal person or any other entity ordering the "EPTP registration" service (hereinafter referred to as "Applicant").

2. Offer and Concluding of Contract

- 1. This document is exclusively an offer for the conclusion of a contract, and the contractual relationship established by this contract arises at the moment of signing and delivery of this contract to the Provider. Effective delivery is considered to be the delivery of the contract to the Provider's address or the delivery of the contract to the Provider's office email address at office@eptp.biz.
- 2. The Provider undertakes to register and provide EPTP within 10 days of the delivery of this Contract.

3. Scope of Deliveries and Services

- 1. The Provider commits to provide the following services:
 - a) The Provider will provide access to the EPTP Industrial Property Database, which contains more than 6 million updated information on industrial property registrations from around the world and from various sources. The Applicant has a contract number as specified on the first page, which also serves as a login. Using this number, the Applicant can access our entire database, available at the internet address (URL) www.eptp.biz/client/.
 - b) The Provider will perform parametric searches using a chain of keywords based on the user's company, trademark, or patent, and their combinations; this research will be conducted on the date of service activation and then regularly once a calendar quarter during the service provision. The Provider, using parametric search, will conduct research from publicly available sources, especially from sources accessible through the internet and social networks, for the purpose of searching for potential unauthorized infringement of the user's trademark. In case of a positive result of possible matching, the Provider will inform the user. The user acknowledges that the research is conducted only to the extent agreed in this article, and therefore the Provider is not responsible for the existence of any potential alternative matches that it is not able to assess due to their minor deviations. The user acknowledges that this service will be performed by a physical person cooperating with the Provider and not by a robot or artificial intelligence.
 - c) As part of the Watchdog service, the user will be able to enter a subject into the Provider's database for the purpose of monitoring "watch dog" for any changes. After entering a request to monitor a subject within the database, the user will be notified of changes that occur with the entered subject.

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 also agree on the automatic extension of the contractual relationship for another year, unless one of the contracting parties notifies the other party that it is not interested in further duration of the contract, no later than one month before the end of the contractual relationship.
- 3. The contracting parties agree to withdraw from this agreement by written withdrawal sent to the Provider's correspondence or email address cancel@eptp.biz within 10 days from the date of conclusion of the contractual relationship according to article 2, paragraph. The Provider will charge a 10% fee for early termination of the contract from the total price of the service.

Prices

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

6. Copyright to Intellectual Property

- 1. The Applicant assumes responsibility for the information and data forming the registration data, identified on the front page of this form. The Applicant hereby declares to have familiarized themselves with the content of the registration data before accepting the order, and 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 Provider's copyrights is excluded.
- 3. The Provider refuses any claims for damage compensation resulting from the infringement of the rights related to trademarks, patents, patent applications, utility models, registered designs, or copyrights of a third party raised against him.
- 4. The Applicant shall be obliged to compensate the Provider and any other entitled entities for any damage caused by the technical or legal defect of the registration data, namely the fact that the publication of the registration data infringed the copyright, the right to the trademark, or regulations governing economic competition.

7. Choice of Law, Jurisdiction Determination, Partial Invalidity

- 1. These General Terms of Business and the contractual relationship as such shall be governed by the law of the Czech Republic, excluding the UN Convention on the International Sale of Goods (CISG).
- 2. Any lawsuits arising directly or indirectly from the aforementioned contractual relationship shall be resolved by the court of the Czech Republic with local jurisdiction in Prague.
- 3. Mutual agreements, exceptions, changes, and amendments must be made in writing.
- 4. If any part of these General Terms of Business becomes invalid, the other parts shall remain valid. If any provisions become invalid within the framework of cooperation, it does not affect the validity of other provisions or agreements. In such a case, the contracting parties are obliged to draft or amend the invalid article in such a way as to comply with the will of the parties and the legal order of the Czech Republic.
- 5. GTB shall be valid and effective as of January 1, 2024.