

Registration of the International Patent


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(51) Int Class: <input type="text"/>	(54) Title: <input type="text"/>
(71) Applicant(s): <input type="text"/>	(72) Inventor(s): <input type="text"/>

Registration of the International Patent

 Offer Number:

Dear customer!

The registration includes neither the response to the significant objections raised to the office of the United States Patent and Trademark Office (USPTO), nor the protest of any third party raised against the international patent application. This form is the offer of our company for the annual registration of your international patent application in our internet database of the international patent applications published in www.wdtp.biz. Applicant in the sense of the provision § 275 para 4 law no. 513/1991 Coll., Commercial Code, accepts this motion of Provider to the concluding of the contractual relationship by the execution of the non-cash settlement of the annual registration price to the account of Provider. By the settlement of the price Applicant agrees that the contractual relationship shall be governed by the company general terms of business, specified on the second page of this application; the issues not modified by these terms shall be governed by the law no. 513/1991 Coll., Commercial Code. By the acceptance of this motion Applicant hereby declares to familiarize himself with the General Terms of Business and to read them; furthermore, he declares to agree with their wording.

Pos.	Subject	Curr.	Amount
1	Filing Fee	USD	2.329,00
2	Additional Fee	USD	0,00
3	Total Filing Fee	USD	2.329,00

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Please pay the Amount, within 8 days by wire transfer or cheque! Don't forget to quote the International Application Number!

In case of payment EU-members please also quote the value added tax identification number (VAT reversed).

General Terms of Business

I. Introductory Provisions

1. Registration shall be governed by the following terms of business.
2. General Terms of Business (hereinafter referred to as "GTB"), issued by the company World Intellectual Property Database s.r.o., Prague, Roháčova 188/37, zip code 13000, company identification number : 24689017 (hereinafter referred to as "Provider"), modify all business relationships between Provider and Applicant.
3. Applicant shall be understood as a person (natural or legal) or any other subject ordering the registration (hereinafter referred to as "Applicant").

II. Offer and Concluding of Contract

1. Contract shall be concluded in the moment of the settlement of the annual registration price by Applicant in the sense of the provision § 275 paragraph 1 of the Commercial Code.
2. Provider hereby undertakes to grant the registration in the term of 10 days from the receiving of the annual registration price.
3. Provider hereby undertakes to inform Applicant on the payment acceptance in written, by fax or e-mail, or by delivery of the tax document declaring the settlement of the annual registration price by Provider.

III. Scope of Deliveries and Services

1. Provider shall grant the registration in the registration catalogue in the portal of Provider, available in the internet address (URL) www.wipd.cz. Provider shall register all data of Applicant as specified in the front page of this form.
2. Provider shall enable Applicant the access to the database WIPD.
3. Unless the data specified in the form correspond with the reality, Applicant shall be obliged to notify immediately Provider on the change of 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 of Applicant harbouring legitimate doubts about the fact whether Applicant disposes with necessary rights (especially copyright or trademark) requisite for its publication, till the moment of the credible proving of Applicant's right to Provider by Applicant. Nevertheless, Applicant is not entitled to claim Provider back for the aliquot part of the registration price for the period of registration suspension on the grounds of such a reason.
6. Provider shall be entitled to cancel the registration should the third party prove Provider its rights to the trademark or the patent application. Provider shall inform Applicant on this fact appropriately. However, Applicant shall not be entitled to claim Provider back for the return of the aliquot part of the registration price.
7. Provider shall be entitled to suspend the registration (i.e. not to grant the registration in the term pursuant to the article II para 3) harbouring justified doubts about the fact whether Applicant disposes with all necessary rights (especially copyright or trademark rights) necessary to publication, till the moment of the justified proving of Applicant's rights to Provider by Applicant.

IV. Contractual Relationship Duration

Registration is stipulated for the definite period of time, being one year, starting on the day of the factual registration by Provider.

V. 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.

VI. 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 author or 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 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.

VII. Trade Secret

1. Both Provider and Applicant hereby undertake neither to use for themselves nor to provide any other third person any confidential information made available to them within the framework of the relationship based on this contract.
2. Any documentation, handed-over by the parties in connection with the fulfillment of this contract, shall remain in their ownership. Without written approval of the other party the parties to this contract shall not be allowed to use these documents, namely to copy them, to reproduce them in any other way or to hand them over to other parties, they shall not make them available or to show their content to any third parties. The same shall apply to the documents not identified as confidential.
3. This commitment shall apply also to the period after the termination of the contractual relationship.

VIII. Choice of Law, Jurisdiction Determination, Partial Invalidity

1. These General Terms of Business and the contractual relation as such shall be governed by the rule of law of the Czech Republic i.e. the law 513/1991 Coll., Commercial Code, as amended, 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 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 of the 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 according to the Czech rule of law.
5. GTB shall be valid and effective as of July 1, 2010.