

Applicant



Provider

World International Patent and Trademark Observer (WIPTO)

Zlota street 7/18, Warsaw, 00-19,

Poland

Email: contacts@wipto.net

Contract number

Date of issue

13.02.2020

Registration of the International Trademark

Trademark status

filled application

Trademark



Date of filling

23.01.2020

Vienna Classification

26.04.01, 26.04.02, 26.04.09, 26.04.98, 27.05.21, 27.99.04, 29.01.03, 29.01.04.

Nice classification

9, 37, 42

Designation(s) under the Madrid Agreement

Subject	Amount, EUR
Registration Fee	1120,00
Processing Fee	25,00
Additional Fee	0,00
VAT (reverse-charged)	0,00
Total	1145,00

Payment methods

	Payment by transfer	
Beneficiary	WIPTO	
VAT (Tax number)	PL5252792492	
Legal address	Zlota street 7/18, Warsaw, 00-19, Poland	
Bank name	Santander Bank Polska S.A.	
SWIFT/BIC	WBKPPLPP	
IBAN	PL11 1090 2590 0000 0001 4305 3459	
Bank address	Aleja Jana Pawła II 17, 00-854, Warsaw, Poland.	
Purpose of payment	13.02.2020 invoice Nr. 186844	

WIPTO

To properly activate the service please pay total amount before 04.03.2020

Don't forget to quote the purpose of payment.

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. The publishing forms the basis of this offer. Please note, registration is not affiliated with the publication of the official International Trademark Application registration and is not a registration by a government entity. By signing or by paying this Agreement, the Applicant signs a binding "Registration WIPTO database" service provided by the provider specified in the General Business Term clause 1.5. and undertakes to pay the provider 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. By signing this contract or making payment, the Contracting Authority agrees that the contracting relationship is governed by the General Business Terms of the provider, which are listed on the other side of this Form and are governed by Suss LawChe Applicant declares that he has read General Business Terms and the scope of the service provided, and he further declares that they agree with their wording

> Accountant Paul Ross

General Business Terms

The present Offer by WIPTO (hereinafter also referred to as – "World International Patent and Trademark Observer"), with its registered branch office at Zlota street 7/18, Warsaw, 00-19, Poland, addressed to the Applicant and which is a private proposal to conclude a trademark registration or renewal service contract.

1. Used terms and definitions

- 1.1. "Applicant" means an individual or a legal entity, whose particulars are given on the front page of the Offer, who has entered into the contract with World International Patent and Trademark Observer.
- 1.2. "Database" means a database, which is the property of World International Patent and Trademark Observer, where trademarks of various applicants are being registered. World International Patent and Trademark Observer guarantees the confidentiality of information kept in the database.
- 1.3. "Offer" means an addressed to the Applicant written offer of transaction under the terms and conditions set forth in the present General Business Terms and on the front page of the Offer.
- 1.4. "Front page" of the Offer means the side of the document on the reverse of the present General Business Terms, on which a particular offer to the Applicant is set out as to the trademark registration or renewal (type and specific characteristics of the trademark, registration fee and other conditions).
- 1.5. "Trademark registration" means the service for registration of the trademark set out in the Offer with World International Patent and Trademark Observer database.
- 1.6. "Trademark renewal" means the service for additional registration of the trademark registered with other registers and set out in the Offer with World International Patent and Trademark Observer database.

2. General terms and conditions

- 2.1. The Applicant undertakes to accept this Offer, by paying to World International Patent and Trademark Observer the total value of the service by the date indicated in the offer. Acceptance of the Offer signifies unconditional acceptance of all the terms and conditions set forth herein.
- 2.2. World International Patent and Trademark Observer undertakes to register the trademark or to renew it with the Database in the name of the Applicant within a maximum period of 30 days after the acceptance of the Offer by the Applicant.

3. Service Fees and Payment Policy

- 3.1. The service charges, currency, payment terms and bank details are indicated on the front page of the Offer.
- 3.2. The Applicant undertakes to pay the fee for the trademark registration or renewal services by paying the total value of the service to the bank account indicated in the Offer.
- 3.3 In the event of delay in payment for the services, the Offer shall be deemed not to have been accepted. In such circumstances, the World International Patent and Trademark Observer is free to deprive the Applicant of the right to the registration or renewal of the trademark.
- 3.4. The Applicant is free to renounce the services of World International Patent and Trademark Observer within 48 hours after acceptance of the Offer and payment for the services. In this case, the Applicant must address a request for reimbursement to the World Patent and Trademark Observer. This request must be sent immediately to the official e-mail address contacts@wipto.net, as well as to the headquarters of the World International Patent and Trademark Observer.
- 3.5. The time limit for examining the request for reimbursement is 15 working days, after which the official reply must be sent to the Applicant's e-mail address. The World International Patent and Trademark Observer has the right not to examine such applications and not to refund the money, if the request for refund of the money is not filed within 72 hours after payment for the service.

4. Intellectual Property Rights

- 4.1. The Applicant assumes responsibility for the information and data that constitute the registration data as identified on the cover page hereof. The Applicant hereby declares that he is aware of the contents of the registration data prior to acceptance of the offer, and that he is the authorized owner/applicant of the copyright application, which is the subject of the registration.
- that he is the authorized owner/applicant of the copyright application, which is the subject of the registration.
 4.2 Any liability for infringement of the World International Patent and Trademark Observer's copyrights is excluded.
- 4.3. The World International Patent and Trademark Observer rejects any claims for damages resulting from the violation of the trademark rights of the third party invoked against it.
- 4.4. The Applicant is obliged to indemnify World International Patent and Trademark Observer and any other entitled party for any damage caused by a technical or legal defect in the registration data, namely, by the fact that the publication of the registration data has infringed copyright, trademark rights or instructions governing economic competition.

5. Applicable Law, Determination of Jurisdiction and Partial Invalidity

- 5.1. These General Business Terms and the contractual relationship as such are governed by Swiss law.
- 5.2. Any dispute, controversy or claim arising out of or in connection with this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers. Arbitration institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be in Basel, Switzerland. The arbitral proceedings shall be conducted in German.
 5.3. Agreements, exceptions, changes and modifications must be signed in writing.
- 5.4. If parts of these general terms and conditions of sale cease to be valid, the other parts shall remain in force. If, in the course of cooperation, other provisions should become invalid, the validity of the remaining provisions or agreements shall not be affected. In such a case, the contracting parties are obliged to render or amend the article invalid in such a way as to respect the will of the parties and Swiss