



DANISH PATENT AND TRADEMARK OFFICE

The Danish Patent
and Trademark Office

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Ministry of Business
and Growth

Danish Patent and Trademark Office Deposit Account Agreement

Between

The Danish Patent and Trademark Office, 81 Helgeshoj Allé, 2630 Taastrup, Denmark
(*hereinafter referred to as "DKPTO"*)

and

Customer name (*hereinafter referred to as "Account Holder"*)

Business registration number (*for Danish companies CVR-no.*)

Business area

Address

Postcode and town

Country

Telephone and fax no.

E-mail

Website

from this day forth enter into a Deposit Account Agreement at DKPTO.

The Deposit Account Agreement shall be governed by the "Terms and Conditions for a Deposit Account Agreement for the payment of IPR fees and other services offered by the Danish Patent and Trademark Office and the Board of Appeal for Patents and Trademarks". The Terms and Conditions are set out in continuation of this contract and shall be deemed accepted by the Account Holder upon signing this contract. The Terms and Conditions may be changed by DKPTO, who shall ensure the Account Holder receives one month's written notice thereof; see § 7 section 1 of the Terms and Conditions. Should the Account Holder not wish to continue his Deposit Account Agreement upon implementation of such amendments, the Account Holder can terminate the Deposit Account Agreement in accordance with § 7 section 2 of the Terms and Conditions before the amendments to the Terms and Conditions come into effect.

With reference to § 2 section 2 of the Terms and Conditions, the Account Holder does hereby authorize DKPTO to debit the Account Holder's account at DKPTO ("DKPTO Deposit Account"), upon request therefor by the Account Holder, for payment of IPR fees and other services offered by the DKPTO or the Board of Appeal for Patents and Trademarks (hereinafter referred to as the "Board of Appeal").

With reference to § 2 section 3 of the Terms and Conditions, the Account Holder does hereby authorize DKPTO and the Board of Appeal, in full discharge, to credit the Account Holder's DKPTO Deposit Account in all instances where DKPTO or the Board of Appeal is to reimburse an amount of money to the Account Holder.

In the event that the Account Holder has entered into a deposit account agreement with DKPTO prior to signing this Deposit Account Agreement and wishes to continue the account under this new contract including the enclosed Terms and Conditions, the Account Holder shall retain the account under the same account number, in that this Deposit Account Agreement, including the enclosed new Terms and Conditions, fully replaces the previous deposit account agreement between the Account Holder and DKPTO.

The Deposit Account Agreement comes into force on:

Signature Account Holder:

Signature DKPTO

Date

Date

Name

Name

Title

Title

Signature

Signature

Terms and Conditions for a Deposit Account Agreement for payment of IPR fees and other services offered by the Danish Patent and Trademark Office and the Board of Appeal for Patents and Trademarks

Establishing a DKPTO Deposit Account

§ 1

1. The following persons are entitled to hold one or more accounts at the Danish Patent and Trademark Office (hereinafter referred to as "DKPTO"):
 - a) natural and legal persons whom, in accordance with current law, may be either holders of any one of the rights administered by DKPTO or customers of other services offered by DKPTO.
 - b) persons who, pursuant to DKPTO's common practice can represent those, as mentioned in a), natural and legal persons in their transactions with DKPTO.

§ 2

1. Establishing an account or multiple accounts at DKPTO (hereinafter "DKPTO Deposit Account"/"DKPTO Deposit Accounts") can only be effected upon written agreement between the Account Holder and DKPTO for each separate DKPTO Deposit Account.
2. The written agreement shall give DKPTO the authority, at the request of the Account Holder, see § 4, to debit the Account Holder's DKPTO Deposit Account for the payment of IPR fees and other services offered by DKPTO and the Board of Appeal for Patents and Trademarks (hereinafter referred to as the "Board of Appeal").
3. The written agreement shall furthermore give DKPTO and the Board of Appeal the authorization, in instances where DKPTO or the Board of Appeal is to reimburse an amount of money to the Account Holder, to transfer such amount of money to one of the Account Holder's DKPTO Deposit Accounts in full discharge for DKPTO and the Board of Appeal respectively.
4. DKPTO shall inform the Account Holder of the account number once the DKPTO Deposit Account has been established.

Using a DKPTO Deposit Account

§ 3

1. A DKPTO Deposit Account can only be credited or debited in Danish Kroner (DKK). If deposits into a DKPTO Deposit Account are undertaken in currencies other than Danish Kroner, the Account Holder will bear the risk of exchange rate differences, which thus affects the conversion of deposits into Danish Kroner. The Account Holder also bears, at all times, all costs associated with transfer of deposits to DKPTO's bank account, including all fees to DKPTO's bank. Thus, the actual amount credited to the DKPTO Deposit Account, upon deposit into a DKPTO Deposit Account, will always be the amount remaining in Danish Kroner after all costs incurred through the transfer of monies to DKPTO's bank account have been paid, including all fees to DKPTO's bank.
2. Deposit into a DKPTO Deposit Account shall be paid by transfer to DKPTO's bank account. DKPTO's bank details can be found on DKPTO's website; <http://www.dkpto.org/>. The Account Holder must at the same time state which DKPTO Deposit Account, see § 2 section 4, the deposit is to be paid into. When the deposit has been transferred to the Account Holder's account, DKPTO will send a statement of account to the Account Holder showing the balance of the DKPTO Deposit Account which the deposit has been paid into.
3. A DKPTO Deposit Account can only be debited for payment of IPR fees and other services offered by DKPTO and the Board of Appeal.
4. For each payment transfer (transaction) executed per case, the DKPTO Deposit Account will be simultaneously debited a fee of DKK 5 to cover the costs involved in DKPTO's administration of the DKPTO Deposit Account Agreement.

5. The Account Holder is responsible for ensuring that there are sufficient funds at all times in any given DKPTO Deposit Account for which the Account Holder has ordered DKPTO to debit said DKPTO Deposit Account for payment of fees and other services mentioned in section 3 and 4. In the event that the Account Holder has ordered DKPTO to debit a particular DKPTO Deposit Account for an amount of money and for which account there are insufficient funds to effect full payment of the requested payment transfer, inclusive of DKPTO's administration fee (see section 4), then the order to debit the account shall not be executed. DKPTO bears no responsibility to inform the Account Holder thereof.
6. The Account Holder shall receive, at the end of each month, a statement of account showing registered transactions and the balance of the Account Holder's DKPTO Deposit Account. The Account Holder shall, upon receipt of a statement of account, promptly inform DKPTO of any errors in the statement of account.
7. A DKPTO Deposit Account does not accrue interest.

§ 4

1. A DKPTO Deposit Account can only be debited upon receipt by DKPTO of a written order therefor by the Account Holder, either in Danish or English.
2. The written payment order to be processed via a DKPTO Deposit Account must be clear, unambiguous and unconditional and shall include the following information;
 - a) Account Holder's name and account number of the DKPTO Deposit Account from which the amount is to be debited.
 - b) which IPR case at DKPTO or the Appeal Board the payment transfer concerns (case number and the name of the applicant/owner), or, if the payment is for other services offered by DKPTO; invoice number and case number (SE-number).
 - c) clear and precise indication of both the amount to be debited from the DKPTO Deposit Account and which service or type of IPR fee the payment order is for.

3. The written payment order via a DKPTO Deposit Account must be sent either by e-mail to pvs@dkpto.dk, by fax to fax number +45 43 50 80 01 or by post to:

Danish Patent and Trademark Office
att: Kassen
81 Helgeshoj Allé
2630 Taastrup
Denmark

4. In the event that the written payment order via a DKPTO Deposit Account does not contain such information as is necessary and sufficient to DKPTO promptly being able to recognize the object of the payment order, including the information required in accordance with section 2, then DKPTO can ignore the order for transfer of payment.
5. DKPTO provides a printed form for written payment orders which the Account Holder can use to ensure that his written payment order contains the necessary information. The printed form can be downloaded from the DKPTO's website; <http://www.dkpto.org/>.

§ 5

1. A written payment order via a DKPTO Deposit Account must be received by DKPTO no later than 24.00 hours on the day for which the payment transfer is ordered executed.
2. The debiting of a DKPTO Deposit Account shall be effected and valid from the day on which DKPTO receives from the Account Holder the order to transfer such payment.

3. Debit transactions from a DKPTO Deposit Account will be processed by DKPTO in the order dictated by the normal case processing procedures and routines etc. at DKPTO and until such point where the balance of the DKPTO Deposit Account no longer contains sufficient funds to fully cover a requested payment transfer inclusive of DKPTO's administration fee, see § 3, section 4. Thus DKPTO is under no obligation to ensure that individual payment orders are debited in the order in which they are received by DKPTO.
4. DKPTO does not accept part payments via a DKPTO Deposit Account. Nor is it possible to use two or more DKPTO Deposit Accounts for payment of one IPR fee to DKPTO or the Board of Appeal or for payment of one invoice for other services offered by DKPTO. In the event that the Account Holder has requested a payment transfer via a particular DKPTO Deposit Account for which there are insufficient funds to effect full payment of the requested payment order, inclusive of DKPTO's administration fee (see § 3, section 4), then the order to debit the account shall not be executed. This rule applies regardless of whether the amount can be covered by means of the Account Holder's other DKPTO Deposit Accounts.
5. In the event that the Account Holder submits, in a single written communication, a request for several payment transfers (transactions) to be debited from the same DKPTO Deposit Account and for which DKPTO Deposit Account there are insufficient funds to fully cover all requested payment transfers, inclusive of DKPTO's administration fees (see § 3, section 4), then none of these payment orders shall be executed. Thus DKPTO is under no obligation to apportion available funds in a DKPTO Deposit Account to specific payment orders in preference to others. DKPTO is neither obligated to establish whether the payment orders could be executed by apportioning funds between the Account Holder's DKPTO Deposit Accounts, nor shall DKPTO take it upon itself to contact the Account Holder regarding such an option or to initiate such action of own accord.

authorization of the Account Holder. DKPTO is under no obligation to ensure the proper administration by the Account Holder of its DKPTO Deposit Account or whether the Account Holder's personnel operate within the bounds of their authorization.

2. The Account Holder is responsible for ensuring that the information which is required pursuant to § 4 is accurate and complete when submitted to DKPTO.
3. In the event that the Account Holder is of the opinion that a payment order via a DKPTO Deposit Account has been, by DKPTO, incorrectly executed or not executed in due time, the Account Holder shall upon discovery thereof immediately convey to DKPTO precise details of the error. If DKPTO agrees that the payment order has been incorrectly executed or not executed within the required time by DKPTO, DKPTO shall, where possible, correct the error with retroactive effect. DKPTO shall not be held responsible for errors which could have been corrected had the Account Holder, pursuant to § 3, section 6, duly informed DKPTO of any errors.
4. Should the Account Holder otherwise become aware of conditions concerning the Account Holder's DKPTO Deposit Account which may involve or lead to claims against and/or liability for DKPTO, the Account Holder shall likewise immediately inform DKPTO in writing thereof, so that DKPTO can take the steps necessary to avoid or limit loss and liability.
5. The Account Holder shall not issue any claims against DKPTO unless the Account Holder has exhausted all possible avenues to avoid and limit loss and liability.
6. DKPTO shall not be liable for erroneously executed or non-executed payment orders which are a result of incorrect, incomplete or misleading information from the Account Holder.
7. DKPTO shall not be liable for operational disturbances, power cuts or IT problems in consequence of which payment orders are not executed or which has led to delays, errors or deficiencies in the execution of payment orders.
8. DKPTO shall not be liable for indirect loss or damage, including lost profit, operating loss or other indirect damage.
9. DKPTO shall not be liable in circumstances that are out of the ordinary and which DKPTO has been unable to prevent despite the most diligent efforts.
10. DKPTO shall not be liable for damages occurring as a result of force majeure, including breakdown of computer systems, downtime, strikes, political unrest, war or actions by persons with no affiliation to DKPTO.
11. DKPTO offers the DKPTO Deposit Account Agreement as a service to the Account Holder and to facilitate the Account Holder's execution of payment transfers to DKPTO and the Board of Appeal. Under no circumstances shall DKPTO's liability, including damage liability, pursuant to the DKPTO Deposit Account Agreement between the Account Holder and DKPTO, exceed DKK 50,000 per injurious event. In this respect, errors that are connected to a single-action written order from the Account Holder to DKPTO for transfer of payment, even though the written order may contain several payment transfers (transactions), are regarded as one and the same injurious event.

Termination of a DKPTO Deposit Account

§ 6

1. A DKPTO Deposit Account Agreement can be terminated by the Account Holder or by DKPTO upon one month's written notice thereof to the other party.
2. The Account Holder can for example expect DKPTO to issue notice of termination of the DKPTO Deposit Account Agreement in the event that a payment transfer requested by the Account Holder cannot be executed due to insufficient funds in the account and such event being a recurring one.
3. The DKPTO Deposit Account will be terminated immediately upon expiration of the period of notice and DKPTO shall return to the Account Holder any balance remaining in the DKPTO Deposit Account.

Amendments to Terms and Conditions

§ 7

1. DKPTO reserves the right to change the Terms and Conditions of the Deposit Account Agreement and shall submit in writing to the Account Holder full details of the forthcoming changes with one month's prior notice to the implementation thereof.
2. In the event that the Account Holder does not wish to accept a change to the Terms and Conditions pursuant to section 1, the Account Holder can terminate the DKPTO Deposit Account Agreement, for which DKPTO requires a mandatory 14 day's written notice of termination, ensuring that the DKPTO Deposit Account is terminated no later than the date on which the changes to the Terms and Conditions would have come into effect. In this event the DKPTO Deposit Account will be terminated as described in § 6, section 3.

Disclaimer

§ 8

1. The Account Holder guarantees that its personnel shall use the DKPTO Deposit Account Agreement in accordance with the

Applicable Law and Jurisdiction

§ 9

1. The DKPTO Deposit Account Agreement, including both the signed contract and these Terms and Conditions, shall be governed by Danish law except the Danish conflict of laws rules. The DKPTO Deposit Account Agreement concerns the delivery of services and The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) does not apply by analogy.
2. Any dispute arising out of or in connection with this DKPTO Deposit Account Agreement shall be finally resolved by the Danish courts.