

Nordic Patent Institute Deposit Account Agreement

Between

Nordic Patent Institute, 81 Helgeshoj Allé, 2630 Taastrup, Denmark
(*hereinafter referred to as "NPI"*)

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 NPI.

The Deposit Account Agreement shall be governed by the "Terms and Conditions for a Deposit Account Agreement for payment of services offered by the Nordic Patent Institute". 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 NPI, 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 enter into force.

With reference to § 2 section 2 of the Terms and Conditions, the Account Holder does hereby authorize NPI to debit the Account Holder's account at NPI ("NPI Deposit Account"), upon request therefor by the Account Holder, for payment of services offered by NPI.

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

The Deposit Account Agreement comes into force on:

Signature Account Holder:

Signature NPI:

Date

Date

Name

Name

Title

Title

Signature

Signature

Terms and Conditions for a Deposit Account Agreement for payment of services offered by the Nordic Patent Institute

Establishing an NPI Deposit Account

§ 1

1. The following persons are entitled to hold one or more accounts at the Nordic Patent Institute (hereinafter referred to as NPI):
 - a) natural and legal persons whom, in accordance with current law, may be customers of services provided by NPI.
 - b) persons who can represent those, as mentioned in a), natural and legal persons in their transactions with NPI.

§ 2

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

Using an NPI Deposit Account

§ 3

1. An NPI Deposit Account can only be credited or debited in Danish Kroner (DKK). If deposits into an NPI 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 NPI's bank account, including all fees to NPI's bank. Thus, the actual amount credited to the NPI Deposit Account, upon deposit into an NPI Deposit Account, will always be the amount remaining in Danish Kroner after all costs incurred through the transfer of monies to NPI's bank account have been paid, including all fees to NPI's bank.
2. Deposit into an NPI Deposit Account shall be paid by transfer to NPI's bank account. NPI's bank details can be found on NPI's website; www.npi.int. The Account Holder must at the same time state which NPI 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, NPI will send a statement of account to the Account Holder showing the balance of the NPI Deposit Account which the deposit has been paid into.
3. An NPI Deposit Account can only be debited for payment of services offered by NPI. It is noted that where payment, in accordance with the Patent Cooperation Treaty (PCT) and the body of rules therefor, including the "Regulations under the PCT", has to be made to a receiving office, payment cannot be made via an NPI Deposit Account. In such cases payment shall be directed to the relevant receiving office – possibly via a similar deposit account facility if available.
4. For each payment transfer (transaction) executed per case, the NPI Deposit Account will be simultaneously debited a fee of DKK 5 to cover the costs involved in the administration of the NPI Deposit Account Agreement.
5. The Account Holder is responsible for ensuring that there are sufficient funds at all times in any given NPI Deposit

Account for which the Account Holder has ordered NPI to debit said NPI Deposit Account for payment of fees and other services mentioned in section 3 and 4. In the event that the Account Holder has ordered NPI to debit a particular NPI 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 NPI's administration fee (see section 4), then the order to debit the account shall not be executed. NPI 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 NPI Deposit Account. The Account Holder shall, upon receipt of a statement of account, promptly inform NPI of any errors in the statement of account.
7. An NPI Deposit Account does not accrue interest.

§ 4

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

3. The written payment order via an NPI 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:

Nordic Patent Institute
att: Kassen
81 Helgeshøj Allé
2630 Taastrup
Denmark

4. In the event that the written payment order via an NPI Deposit Account does not contain such information as is necessary and sufficient to NPI promptly being able to recognize the object of the payment order, including the information required in accordance with section 2, then NPI can ignore the order for transfer of payment.
5. NPI 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 NPI's website; www.npi.int.

§ 5

1. A written payment order via an NPI Deposit Account must be received by NPI no later than 24.00 hours on the day for which the payment transfer is ordered executed.
2. The debiting of an NPI Deposit Account shall be effected and valid from the day on which NPI receives from the Account Holder the order to transfer such payment.
3. Debit transactions from an NPI Deposit Account will be processed by NPI in the order dictated by the normal case processing procedures and routines etc. at NPI and until such point where the balance of the NPI Deposit Account

- no longer contains sufficient funds to fully cover a requested payment transfer inclusive of NPI's administration fee, see § 3, section 4. Thus NPI is under no obligation to ensure that individual payment orders are debited in the order in which they are received by NPI.
4. NPI does not accept part payments via an NPI Deposit Account. Nor is it possible to use two or more NPI Deposit Accounts for payment of one IPR fee to NPI or for payment of one invoice for other services offered by NPI. In the event that the Account Holder has requested a payment transfer via a particular NPI Deposit Account for which there are insufficient funds to effect full payment of the requested payment order, inclusive of NPI'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 NPI 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 NPI Deposit Account and for which NPI Deposit Account there are insufficient funds to fully cover all requested payment transfers, inclusive of NPI's administration fees (see § 3 section 4), then none of these payment orders shall be executed. Thus NPI is under no obligation to apportion available funds in an NPI Deposit Account to specific payment orders in preference to others. NPI is neither obligated to establish whether the payment orders could be executed by apportioning funds between the Account Holder's NPI Deposit Accounts, nor shall NPI take it upon itself to contact the Account Holder regarding such an option or to initiate such action of own accord.

Termination of an NPI Deposit Account

§ 6

1. An NPI Deposit Account Agreement can be terminated by the Account Holder or by NPI upon one month's written notice thereof to the other party.
 2. The Account Holder can for example expect NPI to issue notice of termination of the NPI 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 NPI Deposit Account will be terminated immediately upon expiration of the period of notice and NPI shall return to the Account Holder any balance remaining in the NPI Deposit Account.
2. The Account Holder is responsible for ensuring that the information which is required pursuant to § 4 is accurate and complete when submitted to NPI.
 3. In the event that the Account Holder is of the opinion that a payment order via an NPI Deposit Account has been, by NPI, incorrectly executed or not executed in due time, the Account Holder shall upon discovery thereof immediately convey to NPI precise details of the error. If NPI agrees that the payment order has been incorrectly executed or not executed within the required time by NPI, NPI shall, where possible, correct the error with retroactive effect. NPI shall not be held responsible for errors which could have been corrected had the Account Holder, pursuant to § 3 section 6, duly informed NPI of any errors.
 4. Should the Account Holder otherwise become aware of conditions concerning the Account Holder's NPI Deposit Account which may involve or lead to claims against and/or liability for NPI, the Account Holder shall likewise immediately inform NPI in writing thereof, so that NPI can take the steps necessary to avoid or limit loss and liability.
 5. The Account Holder shall not issue any claims against NPI unless the Account Holder has exhausted all possible avenues to avoid and limit loss and liability.
 6. NPI 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. NPI shall not be liable for operational disturbances, power cuts or IT problems in consequence of which payment orders are not executed or which has lead to delays, errors or deficiencies in the execution of payment orders.
 8. NPI shall not be liable for indirect loss or damage, including lost profit, operating loss or other indirect damage.
 9. NPI shall not be liable in circumstances that are out of the ordinary and which NPI has been unable to prevent despite the most diligent efforts.
 10. NPI 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 NPI.
 11. NPI offers the NPI Deposit Account Agreement as a service to the Account Holder and to facilitate the Account Holder's execution of payment transfers to NPI. Under no circumstances shall NPI's liability, including damage liability, pursuant to the NPI Deposit Account Agreement between the Account Holder and NPI, 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 NPI for transfer of payment, even though the written order may contain several payment transfers (transactions), are regarded as one and the same injurious event.

Amendments to Terms and Conditions

§ 7

1. NPI 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 NPI Deposit Account Agreement, for which NPI requires a mandatory 14 day's written notice of termination, ensuring that the NPI 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 NPI Deposit Account will be terminated as described in § 6, section 3.
12. NPI has contracted out the administration of the NPI Deposit Account Agreement such that the Danish Patent and Trademark Office (DKPTO) handles the administration of NPI Deposit Accounts on behalf of NPI, including the execution of payment transfers. The Account Holder accepts that under no circumstances shall the Account Holder, in relation to an NPI Deposit Account Agreement or the administration hereof, issue claims against or claim liability against DKPTO. The Account Holder accepts that such claims can only be made against NPI and in accordance with the conditions of this § 8.

Applicable Law and Jurisdiction

§ 9

Disclaimer

§ 8

1. The Account Holder guarantees that its personnel shall use the NPI Deposit Account Agreement in accordance with the authorization of the Account Holder. NPI is under no obligation to ensure the proper administration by the Account Holder of its NPI Deposit Account or whether the Account Holder's personnel operate within the bounds of their authorization.
1. The NPI 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 NPI 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 NPI Deposit Account Agreement shall be finally resolved by the Danish courts.
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