

By courier and in advance via email [ceo@taler.net](mailto:ceo@taler.net)  
and [grothoff@taler.net](mailto:grothoff@taler.net)

Taler Systems SA  
7 rue de Mondorf  
L-5421 Erpeldange  
LUXEMBURG

GNUet e.V.  
c/o Technische Universität München  
Herr Christian Grothoff  
Boltzmannstraße 3  
85748 Garching b.München

Dr. Eva Fischbach  
Rechtsanwältin

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Our ref 798 fr1155900  
Matter ref 1JD776.003884

02 May 2018

**URGENT!! Short deadline!**



**USE OF SIGNS  
10 AM**

**AND**

**<Taler>**

**IN THE EUROPEAN UNION – DEADLINE 7 MAY 2018,**

Dear Sir or Madam, dear Mr. Grothoff,

We refer to our warning letter of 24 April 2018.

1. In addition, our client Deutsche Telekom AG ("DTAG") has become aware that you intend



to use the sign for e-payment services.

DTAG's representative, Eva Fischbach from Hogan Lovells International LLP, contacted Mr. Grothoff today since the deadline set in our letter of 24 April 2018 has lapsed without an answer from GNUet e.V. or Taler Systems SA.

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Mr Grothoff informed us that the sign currently used on the website

<https://www.taler.net/de/index.html>,  , will be replaced by the following sign:




Since Taler Systems SA applied for an EUTM 17871948,   , consisting of



the two signs pictured above and a third sign,  , there is a serious risk that



you also intend to use the sign  by itself.

For legal details, please refer to our letter of 24 April 2018, which apply here accordingly.

2. Before today's call with Mr. Grothoff our client DTAG did not know that you intend to use



not only the EUTM 17871948 and the sign  , but that you also intend to use every element of the EUTM 17871948 by itself.

3. Again, we would like to emphasize that this is a very important matter to DTAG and DTAG



is therefore fully prepared to seek injunctive relief against the registration of 

and use of the signs  ,  and/or  by itself before the German courts and file an opposition against the trademark before the EUIPO in order to protect its trademark rights.

Yet, as mentioned in today's call, DTAG would prefer to settle this matter amicably. Please note that in Germany, a written undertaking carrying a penalty is an indispensable element of any amicable settlement, because it is the only means by which the risk of repeated infringement and hence our client's claims against Taler Systems SA and GNUnet e.V. can be discharged. To this end, DTAG demands that

- Taler Systems SA



refrains from using the signs , , , and/or any other sign comprising of the single letter "T" in the field of information technology, software and e-payment, in the course of business in the European Union and withdraws the trademark application EUTM 17871948;

- GNUnet e.V.



refrains from using the sign , , and/or any other sign comprising of the single letter "T" in the field of information technology, software and e-payment, in the course of business in the European Union.

We therefore ask you to execute the attached draft undertaking reflecting the latest developments in this matter and return it to us no later than

**07 May 2018, 10 am.**

A scan of the original document in advance by email is sufficient to meet the deadline.

If you would like to discuss this matter, we would be happy to speak with you at a mutually convenient time.

Nothing in this letter shall be construed as an admission or a waiver of any rights, remedies or causes of action by DTAG.

Yours sincerely,

Dr. Eva Fischbach  
Rechtsanwältin

**Encls:**

Amended Cease and Desist Declarations

## CEASE AND DESIST DECLARATION

Taler Systems SA, 7 rue de Mondorf, L-5421 Erpeldange, Luxembourg

hereby undertakes towards

Deutsche Telekom AG, Friedrich Ebert-Allee 140, 53113 Bonn, Germany

as follows:

1. In the European Union, to cease and desist from using in the course of business for any goods and/or services related to information technology, software and e-payment any of the following signs:



a)



b)



c)



d)



- e) and/or any other sign comprising the single letter "T".



2. To fully abandon trademark registration EUTM 17871948 and to prove the withdrawal to Hogan Lovells International LLP, Alstertor 21, 20095 Hamburg.
3. For each future infringement of number 1. above, to pay to Deutsche Telekom AG a penalty of a reasonable amount, minimum 10,000 Euro (ten thousand Euro) , to be determined by

Deutsche Telekom AG in each individual case. The amount of the penalty, if contested by Taler Systems SA, shall be made subject to judicial control of the Regional Court Hamburg.

4. The payment of such penalty is not to be understood as a waiver of any rights Deutsche Telekom AG may have and shall not be counted towards any damages to which Deutsche Telekom AG may be entitled.

.....  
Place/date

.....  
Print name

.....  
Function

.....  
Signature