



Complaint and Settlement Provisions of Being Suspected of Infringement on Intellectual Property Rights

Section 1 General Principles

1. This *Complaint and Settlement Provisions of Being Suspected of Infringement on Intellectual Property Rights* is formulated according to *the Patent Law*, *the Trade Mark Law*, *the Copyright Law* and *the Measures for the Protection of Intellectual Property Rights during Exhibitions* for the purpose of safeguarding the order in China International Auto Parts Expo (hereinafter referred to as CIAPE), intensifying the awareness of protection of Intellectual Property Rights (IPRs) and protecting the legitimate rights and interests of the exhibitors and owners of related IPRs.
2. All exhibitors shall accept and abide by all the stipulations of CIAPE on IPRs protection when signing *the Exhibition Contract* (meaning *the Terms & Conditions* and *the Exhibitor Application Form*) with the organizer. All exhibitors shall undertake to ensure that all exhibits and the packaging, promotional materials, catalogues, software or hardware used for on-site presentation and all parts of the exhibition in the stands comply fully with relevant laws and regulations and do not infringe upon other's rights, including intellectual property rights.
3. The regulations are only applicable to the protection of IPRs during the period of CIAPE.
4. The exhibitor shall sign *Letter of Undertaking (1)* with the IPRs Protection Office of CIAPE. Exhibitors who fail to do so will not be granted the Exhibitor Badge.

Section 2 Management of Complaints

1. The IPRs Protection Office (hereinafter referred to as "the Office") established by CIAPE is the only department coordinating and dealing with complaints concerning IPRs infringement. And CIAPE has invited relevant government administrative department of IPRs to work with the Office.
2. The Office shall accept and hear complaints concerning with being suspected to commit any infringement on IPRs (hereinafter referred to as infringement) arising in the exhibition halls during the period of CIAPE.
3. All disputes concerning IPRs during CIAPE shall be settled in accordance with complaint procedures stipulated herein. Those who tend to avoid the Office and negotiate with the infringing party directly thus cause a disorder in the exhibition shall be settled as disobey the Exhibition Order Managing Regulations.
4. In the case that the exhibitor's exhibits, packaging of exhibits, promotional materials and any part of his stand has independent IPRs, the exhibitor shall bring the certificate documents of ownership for inspection.
5. In the case that the exhibitor violates relevant agreements signed with CIAPE, he shall be obliged to compensate for all expenses and losses in case of disputes arising from his exhibits, packaging of exhibits, promotional materials and any part of his stand infringement on IPRs of others.
6. In the case that the appellant lodges a complaint to the Office and requests the Office to deal with the defendant as per regulation herein defined, the appellant shall accordingly agree to pay for all expenses incurred to the Office and compensate to the defendant for all losses arising therefrom.

Section 3 Complaint Procedures

1. Exhibitor with a valid badge of CIAPE may file a complaint with the Office in the case that any infringements have been detected in the exhibits, promotional materials in the stand or in any displaying parts of the stand.
2. The appellant shall be required to show the ownership certificate to the staff in the Office. Appellant shall be



further required to demonstrate relevant follow up legal documents if such patent and copyright infringement is a repetition of previous session of CIAPE, which has been settled by this Office in previous session of CIAPE. The case will not be accepted unless relevant documents from the appellant have been furnished. A repeated complaint upon the same defendant for the same infringement on IPRs will not be accepted by this Office.

3. The appellant shall be required to fill out the *Letter of Complaint* upon verification of the above documents by the staff of the Office.
4. The Office shall nominate staff to deal with the case upon reception of the *Letter of Complaint*. The defendant shall cooperate with the Office to deal with the case.
5. Principle of Invert the Burden of Proof shall be employed to handle cases of infringement on patent and copyright. In the event that he shall be accused of being suspected of infringing in his exhibits, promotional materials or any parts of his exhibits, the defendant should immediately prove his non-infringement by demonstrating relevant certificate of rights or other evidences to prove that he is in possession of legitimate rights and interests for the items alleged. The defendant shall accordingly be required to examine the alleged items with the staff of the Office.
6. In the case that the defendant shall be unable to effectively prove his non-infringement immediately, the accused items shall be temporarily detained by the Office. The defendant shall be meanwhile signed on the *Letter of Undertaking (2)* to commit that he shall not operate or exhibit the accused items in case of his inability of furnishing effective evidences subsequent to such accuse. The *Letter of Undertaking (2)* shall be made in duplicate and the defendant and the Office shall hold one copy respectively.
7. In the case that he disagrees with the settlements of the Office, the defendant shall furnish supplement evidences of non-infringement to the Office within a workday (based on the schedule of CIAPE). The temporarily detained items should be immediately returned to the exhibitor provided that the proof be effective; otherwise, those items shall be confiscated by the Office and forbidden in the exhibition.
8. The appellant commits not to take any legal measures against the defendant in the exhibition hall prior to the conclude of CIAPE and subsequent to the Office has settled the case in accordance with the regulations herein defined and the outcomes have been accepted by the defendant.
9. Subsequent to the conclude of CIAPE, the Office will analyze related complaint data and report the name list of the exhibitors suspected to have infringed on IPRs to related departments.

Section 4 Punishment

1. Responsibility for all infringement happened in the stand shall be borne by the exhibitor who has entered into *the Exhibition Contract* with CIAPE and been registered by CIAPE. The exhibitor shall accordingly accept the settlements finalized by CIAPE.
2. Any complaint involving infringement on trademark shall be resolved according to *the Trademark Law* by the Office cooperating with relevant government trademark administrative departments. Where any infringement committed by the exhibitor is established, the exhibitor shall be treated as infringement and be punished in accordance with *the Trademark Law* of P. R. China.
3. Any complaint involving patent and copyright infringement will be settled by the Office as per procedures stipulated herein. Exhibitor who is unable to prove himself as “non-infringement” shall be regarded as being “suspected of infringement” and the infringing exhibits will be forbidden in the exhibition and be disposed as per regulations herein defined.
4. In the case that the exhibitor’s staff refuses to cooperate with the Office regarding any kinds of investigation and inspection, the Office and the security office of CIAPE shall be authorized to confiscate the badge of such



person and stop such person from entering the hall afterwards subsequent to an invalid persuasion of the staff of the Office.

5. Should the exhibitor be found out to exhibit the same infringing exhibit in the same stand subsequent to an initial settlement has been performed by the Office, the Office and the security office of CIAPE shall be authorized to confiscate the badges of the said participants in such stand, stop them from taking part in this exhibition afterwards and circulate a notice of criticism of the exhibitor on Newsletter of CIAPE.
6. In the case that during the same session of CIAPE, several stands in one exhibition hall or several exhibits in one stand is suspected of infringement on IPRs, and one exhibit is suspected of infringement on two ownership No.s, participation of these exhibitors for next session of CIAPE shall be disqualified by the Organizer.
7. Those exhibitors who are suspected to have committed infringement for two consecutive sessions shall be given written warning by CIAPE; those exhibitors who are suspected to have committed infringement for three consecutive sessions shall be prohibited from participating in CIAPE.

Section 5 Interpretation of Terminologies

1. Intellectual Property Rights, in accordance with **TRIPRS (Agreement On Trade-related Aspects of Intellectual Property Rights)** of WTO, shall include the following:
 - (1) Copyright and Related Rights
 - (2) Trademarks
 - (3) Geographical Indications
 - (4) Industrial Designs
 - (5) Patents
 - (6) Layout-Designs (Topographies) of Integrated Circuits
 - (7) Protection of Undisclosed Information
2. Exhibitor – the herein defined exhibitor who is responsible for infringement on IPRs shall be the one who has entered into **the Exhibition Contract** with CIAPE and has been recorded by CIAPE (i.e. the company shown on the fascia board).
3. Preliminary act – writ of ownership of IPRs including certification documents required by the Laws and Regulations of the People's Republic of China and documents required by the Office from the appellant or the defendant as per actual situation.

Section 6 Supplementary Provisions

1. Whether the defendant has been punished by the Office or not, any further legal measures undertaken by the appellant or the defendant subsequent to CIAPE shall be conducted through the local administrative or judicial authorities pursuant to the closure of CIAPE, and has no further connection to CIAPE and its organizer.
2. China International Auto Parts Expo shall be responsible for the interpretation of the regulations.
3. The regulations come into force as of the day of promulgation.
4. This English version for your reference is subject to the Chinese one.



Form A Letter of Undertaking (1)

I Deadline: August 31st, 2010

I This form shall be filled in and submitted prior to the deadline. The service herein shall be free.

Please submit this form to: _____ The IPRs Protection Office of CIAPE

Contact person: _____ Wang He _____ Tel: _____ 86-10-68991892

Fax: _____ 86-10-68991422 _____ E-mail: _____ wanghe@exh.genertec.com.cn

● Undertaking

We hereby undertake that all exhibits (including exhibit package), promotional articles and any displaying parts of the exhibition stand we exhibit during the course of China International Auto Parts Expo (September, 25-27, 2010) shall not violate any related laws and regulations or infringe any rights of any other people including all IPRs.

In case of violation of this undertaking, we shall accept the settlements from the IPRs Protection Office of China International Auto Parts Expo in accordance with the provision of "Complaint and Settlement Provisions of Being Suspected of Infringement on IPRs" stipulated in the Exhibitors' Manual for the China International Auto Parts Expo, and we shall compensate for all the expenses and losses of the involved parties incurred here from.

● Remarks

This form shall only be accepted by express delivery, fax or direct submission. E-mail shall be rejected.

Stand No.: _____

Company Name: _____ (Company Seal)

Contact Person: _____ Authorized Signature: _____

Tel: _____ Fax: _____

Mobile: _____ E-mail: _____



Form B Letter of Complaint

The IPRs Protection Office of China International Auto Parts Expo,

The underwriter hereby formally lodges a complaint to the IPRs Protection Office of China International Auto Parts Expo regarding an infringement on IPRs of my own or of my consigner of professional type _____ with a patent No. _____ by product/article titled _____ exhibited and operated by the exhibitor in stand No. _____ of Exhibition Hall No. _____ of China International Auto Parts Expo. The underwriter hereby commits that the above complaint shall be handled by the IPRs Protection Office of CIAPE in accordance with the provision of "Complaint and Settlement Provisions of Being Suspected of Infringement on IPRs" stipulated in the Exhibitors' Manual of the China International Auto Parts Expo. The underwriter furthermore agrees to pay to the IPRs Protection Office of CIAPE all expenses incurred here from and accordingly promises compensate for all losses may be created against the defendant in case of an incorrect complaint.

Patent Right Owner: _____

Name of Exhibitor: _____

Stand/ Stands No.: _____

Authorizer: _____

Contact Tel.: _____

Date: _____

