Unified Patent Court
Einheitliches Patentgericht
Juridiction unifiée du brevet

Milan - Central Division – Court of First Instance -

UPC_CFI_1167/2025

Final Order pursuant to Rules 354.3, 262. 2 and 262A RoP

of the Court of First Instance of the Unified Patent Court

issued on 4 December 2025

Applicant

INSULET Co 100 Nagog Park - MA 01720 - Acton – US Massachusetts

Represented by Marc Grunwald and Frank Peterreins

Defendant

EOFLOW Co. Ltd 302Ho, HUMAX VILLAGE, 216 - 13595 - Hwangsaeul-ro, Bundang-gu, Seongnam-si, Gyeonggi-do - KR

Represented by Mirko Weinert and Christopher Pierce

Patent number **EP4201327**

The decision is issued by the first instance panel (Rule 354.4) composed of:

Andrea Postiglione	Presiding judge and judge-rapporteur
Anna-Lena Klein	Legally qualified judge
Uwe Schwengelbeck	Technically qualified judge

The language of the proceedings is English.

On 14 October 2025, INSULET filed an application with this Court for the determination of a penalty payment with regard to the following proceedings: UPC_CFI_597/2024 (Revocation Action); UPC_CFI_787/2024 (Counterclaim for infringement); ORD_22491/2025 ACT_56003/2024

Proceedings for Interim Relief (Court of Appeal, Luxembourg); UPC_CoA_768/2024 APL_64374/2024 ORD_69078/2024.

INSULET requested that:

I. The Respondent be ordered to pay penalty payments for non-compliance with the obligations contained in Section II.I. of the ruling of the Court of Appeal's Order in the preliminary injunction proceedings dated 30 April 2025 (ORD_69078/2024, UPC_CoA_768/2024, APL_64374/2024) and in item a) of the ruling of the Decision on the Merits of the Central Division Milan dated 22 July 2025 (ORD_22491/2025, ACT_56003/2024) . As expressly stated in the respective rulings, penalty payments are requested for each violation and for each day on which the infringement continues, with the exact amount of the penalty left to the discretion of the Court;

II. the Respondent bear the costs of the proceedings.

The Applicant maintained that EOFLOW had breached its obligations arising from the injunctive relief issued by the Court of Appeal's Order dated 30 April 2025[1] (the "Preliminary Injunction") and the Decision on the Merits of the Central Division Milan dated 22 July 2025[2] (the "Decision on the Merits") by unlawfully supplying infringing products to Italy and Sweden despite having full knowledge of the content of the injunction. Both decisions expressly stated that the import, export and supply of infringing embodiments into UPC territory were subject to penalty payments.

[1] The CoA ordered EOFlow to refrain from making, offering, placing on the market, using or possessing for the purposes mentioned, or importing or storing the product for those purposes in the territories of the Republic of Austria, the Kingdom of Belgium, the Republic of Bulgaria, the Kingdom of Denmark, the Republic of Estonia, the Republic of Finland, the French Republic, the Federal Republic of Germany, the Italian Republic, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, the Republic of Malta, the Kingdom of the Netherlands, the Portuguese Republic, the Republic of Slovenia and/or the Kingdom of Sweden a fluid delivery device comprising: a fluid reservoir; a transcutaneous access tool fluidly coupled to the fluid reservoir; and a drive mechanism for driving fluid from the reservoir, the drive mechanism comprising: a drive wheel; a plunger received in the reservoir; and a leadscrew extending from the plunger; characterized in that the drive mechanism further comprises: a nut threadably engaged with the leadscrew; and a clutch mechanism coupled to the drive wheel, wherein the clutch mechanism is configured to allow the nut to pass through the clutch mechanism when disengaged and is configured to grip the nut when engaged such that the drive wheel rotates the nut to advance the leadscrew and the plunger into the reservoir, such as the insulin pumps shown in the pictures below, inter alia offered under the tradenames "EOPatch" and/or "GlucoMen Day Pump" III. If EOFlow fails to comply with the order I.1 the Court provides for periodic penalty payments payable to the Court of up to EUR 250,000 for each individual violation, and if it fails to comply with the order II.2, the Court provides for periodic penalty payments payable to the Court up to EUR 100,000 for each day that the violation continues, a part of a day counting as an entire day; IV. declares the order to be immediately enforceable;

[2] a) The Court ordered EOFLOW to refrain from making, offering, placing on the market, using or possessing, for the purposes mentioned, as well as from importing or storing a fluid delivery device comprising: a fluid reservoir; a transcutaneous access tool fluidly coupled to the fluid reservoir; and a drive mechanism for driving fluid from the reservoir, the drive mechanism comprising: a drive wheel; a plunger received in the reservoir; and a leadscrew extending from the plunger; wherein the drive mechanism further comprises: a nut threadably engaged with the leadscrew; and a clutch mechanism coupled to the drive wheel, wherein the clutch mechanism is configured to allow the nut to pass through the clutch mechanism when disengaged and is configured to grip the nut when engaged such that the drive wheel rotates the nut to advance the leadscrew and the plunger into the reservoir, such as the pump "EOPatch"/ "GlucoMen Day Pump" [...]. If EOFlow fails to comply with the orders set out in lit. a) above, a penalty of EUR 30,000 per day will be imposed. Such a penalty must be paid to the Court. If EOFlow fails to comply with the orders set out in lit. b), c), d) and e) above, a penalty of EUR 15,000 per day will be imposed. Such a penalty must be paid to the Court. These decisions are enforceable under Rules 350.2, 118.8, 354.1 RoP.

On 30 October 2025, EOFLOW, represented by Mr. BOTHE, filed a defence brief in which it asserted that the acts of importation into the European territory had been carried out exclusively by the Italian company Menarini Diagnostics s.r.l. (hereinafter 'Menarini'), bound to INSULET by a settlement agreement that provided for continued supply for patients still undergoing treatment with the infringing pumps.

EOFLOW therefore argued that no penalty could be imposed.

EOFLOW further argued that these activities had been carried out outside the territory of UPC Member States, and therefore outside the UPC jurisdiction, as the purchase occurred solely at MENARINI's warehouses in Korea and well before the CD Milan issued its final injunction in July 2025. According to EOFLOW, '*these shipment dates fall within the period after the order of the CoA in the PI case (30 April 2025) but before the decision on the merits of the Court (22 July 2025*)'.

In fact, the intermediate recipient of the goods on behalf of Menarini was to be considered the Italian Company Florence Shipping s.r.l. (Exhibit No. 3), which had concluded a specific agreement with Menarini and the Korean-based shipping company Nesura to collect and ship the goods to Italy.

EOFLOW pointed out that even if this supply were to be regarded as a breach of the Court of Appeal's order, the April 2025 order did not provide for a specific penalty for each product placed on the market but only set a maximum penalty ceiling, which did not, however, satisfy the requirements of Rule 354.3, as interpreted in the Fujifilm/Kodak Order of the Court of Appeal (UPC_CoA_699/2025, Order of 14 October 2025), with the result that the Court would not be in a position to apply a penalty payment based only on the order of the CoA.

In fact, in the Order of 30 April 2025, the Court of Appeal merely set a maximum penalty of EUR 250,000 for non-compliance with the order, without predetermining an amount in relation to each specific violation.

Furthermore, EOFLOW would, in the worst-case scenario, be subject to a single assessment of the violation of the order and therefore liable only up to the ceiling set by the Court of Appeal, namely EUR 250,000.

Moreover, this limit had to be duly assessed by the Court in the light of the nature of the infringement and the modest profits obtained by EOFLOW. The Court should consider that the supply was made in good faith only in the light of Menarini's need to procure supplies covered by its settlement agreement with INSULET itself.

In EOFLOW's view, the more specific and strict penalties laid down by the Central Division Milan in its decision issued on 22 July 2025 could not be applied retroactively to the case at hand, as the shipment had undisputedly occurred before the Central Division Milan issued its order and before the order was deemed to be enforceable, on 27 July 2025.

Finally, EOFLOW denied any shipment to the Swedish market (indicated in PS 10, para. 22 of the Application as "GlucoMen Day Pump Patch Sweden"), noting that the indication "Sweden" appeared

separately in the account details solely because Menarini had paid a different price for these devices to the Respondent.

INSULET responded that, contrary to EOFLOW's assertions, any reference to the Kodak v. Fujifilm Order of the Court of Appeal (UPC_CoA_699/2025, Order of 14 October 2025) was misplaced, given the Court's discretionary authority to determine the quantum of any penalty pursuant to R. 354.4 RoP. The Kodak v. Fujifilm order concerned, in INSULET's view, a fundamentally different situation, in which no penalty clause had been included at first instance in the ruling of the decision.

By contrast, both the Court of Appeal's Order dated 30 April 2025 and the Central Division Milan's Decision dated 22 July 2025 (to be applied retrospectively in INSULET's view) contained express and enforceable penalty provisions, each issued in full compliance with R. 354.3 RoP. The Court of Appeal had imposed "periodic penalty payments of up to EUR 250,000 for each individual infringement," whereas the Central Division Milan had ordered "a penalty of EUR 30,000 per day" for any continued non-compliance. INSULET maintained that all these provisions fully satisfied the requirements of R. 354.3 RoP by clearly identifying both (i) the triggering event, namely, non-compliance with the injunction, and (ii) the applicable penalty framework.

Finally, INSULET argued that the Menarini/INSULET Settlement Agreement did not confer upon EOFLOW any corresponding right or authorization to supply Menarini with infringing products and did not override the obligations arising from the injunctions imposed by the Courts on EOFLOW in April and July 2025.

The Court observes that the issues to be determined are the following:

1. The jurisdiction of the UPC Court

1.1. The Central Division Milan of the UPC has jurisdiction to adjudicate the present application.

1.2 Art. 82(3) UPCA stipulates that 'if a party does not comply with the terms of an order of the Court, that party may be sanctioned with a recurring penalty payment payable to the Court. The individual penalty shall be proportionate to the importance of the order to be enforced and shall be without prejudice to the party's right to claim damages or security'.

1.3 The same applies to preliminary injunctions under Art. 62 UPCA, whereas the Court is called upon to 'prevent any imminent infringement, to prohibit, on a provisional basis and subject, where appropriate, to a recurring penalty payment, the continuation of the alleged infringement'. Preliminary injunctions are also court orders within the meaning of Article 82 UPCA.

1.4 Art. 82(3) UPCA further provides that the law of the Contracting Member State in which enforcement takes place applies without prejudice to the UPCA and the Statute of the Court.

1.5 Therefore, an order issued under Art. 82.4 UPCA, such as a preliminary injunction issued under Art. 62 UPCA, may also be enforced by the UPC itself. In fact, Rule 354.4 stipulates 'If it is alleged that a party has failed to comply with the terms of the order of the Court, the first instance panel of

the division in question may decide on penalty payments provided for in the order upon the request of the other party or of its own motion'.

2. The jurisdiction of the Central Division Milan

2.1 The Central Division of Milan has jurisdiction because it issued the order of July 22, 2025, and adjudicated on the preliminary injunction on which the CoA ruled on April 30, 2025.

2.2 A similar conclusion follows from Art. 62(1) UPCA, which provides for the immediate imposition of penalties in the event that the party concerned fails to comply with the injunction.

2.3 Pursuant to R. 354.3 RoP, the determination of penalty payments for the enforcement of these orders or decisions lies within the competence of the relevant division of the UPC at first instance. This jurisdiction, therefore, also extends to the enforcement of decisions issued by the Court of Appeal at second instance.

3. Retroactive application of the Order issued by the CD Milan on July 22

3.1 Contrary to INSULET's position, for events occurring between the date on which the Court of Appeal issued its injunction and the subsequent injunction issued by Central Division Milan, only the injunction issued by the Court of Appeal is enforceable, in accordance with the principle of non-retroactivity of judicial measures.

3.2 The principle of non-retroactivity is a general principle of law that clearly extends to the jurisdiction of the UPC. It prevents legal changes, such as those introduced by a legal provision or by a judicial order, from applying retroactively to a period during which the order had not yet been issued. Only judgments that are purely interpretative of (already) established legal provisions may be applied retroactively, as it is the case of the interpretation of EU law delivered by the CJEU, which exercises an interpretative jurisdiction.

3.3. In the present case, however, the more detailed prohibitions set out in the Central Division Milan's decision, namely the penalties applicable to each item imported in violation of the order, cannot be applied retrospectively to the Court of Appeal's order, even by way of interpretation, since the party affected by the injunction is bound solely *ratione temporis* by the order in force at that very moment and by the terms as specified therein.

3.4 A party cannot be forced to comply with terms that will only be specified in detail at a later date, unless the subsequent specification can already be clearly and unequivocally inferred from the previous order, which is not the case here.

3.5 In fact, this Court did more than just interpret or specify the CoA's order; it issued a new order that preserved the previous prohibitions issued by the CoA. The CD Milan assumed that a full knowledge of the facts in dispute would not only lead to the conservation of the CoA's injunction but also its ultimate reinforcement.

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3.6 The penalty requested by INSULET will therefore be assessed solely on the basis of the violation of the Court of Appeal's order issued on 30 April 2025.

3.7 The Court of Appeal's Order was served on EOFLOW on 1 May 2025. Pursuant to Rules 118.8 and 352 RoP, decisions and orders of the Court are directly enforceable from the date of their service by the Registrar, which in this case is 1 May 2025.

4. The Court of Appeal's order dated 30 April 2025 is sufficiently clear and enforceable

4.1 The order is enforceable by the same statement of the CoA. Furthermore, orders under Art. 62 UPCA are immediately enforceable (LD Munich UPC_CFI_2/2023 ACT_459746/2023 App_577241/2023 issued on 05.12.2023). This conclusion follows from an interpretation of Art. 62 in conjunction with Articles 60(8) and (9) UPCA, the latter providing for compensation to the addressee if the order is revoked.

4.2 The Court of Appeal's Order dated 30 April 2025 contains enforceable penalty provisions, in full compliance with R. 354.3 RoP, and therefore constitutes a valid legal basis for enforcement pursuant to R. 354.4 RoP.

4.3 The Court of Appeal imposed "periodic penalty payments of up to EUR 250,000 for each individual infringement".

4.4 These provisions satisfy the requirements of R. 354.3 RoP by clearly identifying both (i) the triggering event, namely, the circumstance upon which a specified penalty sum may be forfeited, and (ii) the amount of the penalty which may be forfeited.

4.5. Accordingly, there is no lacuna that would require the Court of Appeal to issue any, more precise, further penalty order. The Court of Appeal expressly linked the payment of the penalty to non-compliance with Order I.1, up to an amount of € 250,000 for each individual violation'.

4.6. In this case, the Court interprets the prescription in the order as referring to the type of violation established, i.e. the import or export of infringing goods, rather than to each individual product that was illegally exported. An interpretation applying a penalty of €250,000 for each individual act of importation or trade would be completely out of step with the market for the product and the market size of the parties involved.

4.7 Furthermore, if there is any uncertainty regarding the interpretation of the prescription of the CoA, the construction that is most favourable to the infringer must be adopted (*in dubio pro reo*). Anyone who violates a provision must be held accountable only for what the provision unambiguously states.

4.8. The reference to the Court of Appeal case Fujifilm/Kodak is likewise irrelevant. In that case, the minimum requirements for the order to be considered coercive were not met. Conversely, the range for a penalty specified by the Court of Appeal in April 2025 is sufficient and satisfies the principle of legal certainty, as EOFLOW was fully aware that any further violation of the existing infringing activity, be it achieved as the mere prosecution of the infringement carried out before the order, or as a

disposition of a new infringing activity, would result in a penalty within the specified range, and therefore up to a ceiling of 250,000 Euro.

4.9 The specific amount to be imposed on EOFlow as a penalty may be assessed (below) in the light of the relevant factors, including intent, scope, duration of the infringement, where the intentional or negligent nature of the violation will play a predominant role.

4.10 Furthermore, R. 354.3 refers to Article 82(4) UPCA, which states that "*[i]f a party fails to comply with the terms of an order of the Court, it may be sanctioned with a recurring penalty payable to the Court*." The amount may well be expressed in terms of maximum penalty by the Court, in order to adjust the penalty to the extent of the potential future infringement. This does not, however, imply that the amount of the penalties is vague or insufficiently determined.

4.11 The purpose of R. 354.4 RoP is rather to enable the effective enforcement of injunctions. It ensures that the Court retains the flexibility to tailor penalties to the seriousness, duration and wilfulness of the infringement. In fact, in a similar case the Local Division Munich decided to apply a capped sum under both R. 354.3 and R. 354.4 RoP stating that "*[t]he legal basis for the order requiring each defendant to pay the court a penalty of up to EUR 250,000.00 per violation for each violation of the orders under A.I. to A.IV. is Rule 354(3). The indication of a maximum amount is appropriate in relation to the value of sales of the contested embodiments under 1 and, in the case of other embodiments, leaves the court the necessary leeway to set an appropriate penalty under Rule 354(4).*" (Local Division Munich, UPC CFI 2/2023, 09/19/2023).

4.12 Finally, EFLOW's objection that the amount set by the Court of Appeal was merely indicative cannot be sustained. Were that interpretation correct, the Court of Appeal would have issued an order devoid of practical effect and therefore unenforceable, which would run counter to the very purpose of the order issued.

5. EOFLOW violated the CoA's order

5.1 Art. 62 UPCA allows the Court, by way of order, to grant injunctions against an alleged infringer. Art. 63 UPCA further stipulates that '[w]here a decision is taken finding an infringement of a patent, the Court may grant an injunction against the infringer aimed at prohibiting the continuation of the infringement'. 'Where appropriate, non-compliance with the injunction referred to in paragraph 1 shall be subject to a recurring penalty payment payable to the Court'.

5.2 The imposition of penalty payments is always intended to secure compliance by the addressee with the legal situation definitively (or interim) established by the Court. Such penalties serve both to deter infringers from engaging in unlawful conduct and to restore fair market conditions.

5.3 The UPC has consistently confirmed the function of penalty payments. In Philips v. Belkin (Local Division Munich, Order of 17 December 2024, UPC_CFI_390/2023, ACT_583273/2023), the Court emphasized their dual purpose, namely: to compel compliance (coercive function) and to sanction non-compliance (punitive function). Similarly, in myStromer v. Revolt Zycling, the Local Division

Düsseldorf (Order of 18 October 2023, UPC_CFI_177/2023, ORD_557761/2023) stressed that penalty payments are an essential mechanism to safeguard the effectiveness of UPC decisions.

5.4. In the case at hand, the Court of Appeal ordered EOFlow '*to refrain from making, offering, placing on the market, using or possessing for the purposes mentioned, or importing or storing the product for those purposes in the territories of the Republic of Austria, the Kingdom of Belgium, the Republic of Bulgaria, the Kingdom of Denmark, the Republic of Estonia, the Republic of Finland, the French Republic, the Federal Republic of Germany, the Italian Republic, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, the Republic of Malta, the Kingdom of the Netherlands, the Portuguese Republic, the Republic of Slovenia and/or the Kingdom of Sweden" …*

If EOFlow fails to comply with the order (1) the Court provides for periodic penalty payments payable to the Court of up to EUR 250,000 for each individual violation, and if it fails to comply with the order I(2) the Court provides for periodic penalty payments payable to the Court up to EUR 100,000 for each day that the violation continues, a part of a day counting as an entire day; Declares the order to be immediately enforceable'.

5.5. EOFLOW violated the order to export infringing items.

5.6. INSULET provided this Court with an Excel spreadsheet obtained by EOFLOW as part of its accounting (Exhibit PS 5). This document shows that, notwithstanding the Court of Appeal's Order of 30 April 2025, EOFLOW, between May and July 2025, carried out unauthorized exports of infringing goods by selling a total of 11,520 infringing products to Europe and, in particular, to Italy, since its shipments were directed to its main distributor in Europe, Menarini Diagnostic s.r.l., headquartered in Florence.

Number of products sold worldwide

Middle East	
Month	Total Q'ty
Jun 24	
Jul 24	
Aug 24	
Sep 24	1.095
Okt 24	
Nov 24	50
Dez 24	
Jan 25	1.215
Feb 25	
Mrz 25	
Apr 25	2.160
Mai 25	
Jun 25	
Jul 25	
Aug 25	

Europe	
Month	Total Q'ty
Jun 24	12.069
Jul 24	6.570
Aug 24	12.060
Sep 24	16.461
Okt 24	
Nov 24	
Dez 24	6.237
Jan 25	11.466
Feb 25	12.897
Mrz 25	1.800
Apr 25	
Mai 25	2.700
Jun 25	1.620
Jul 25	7.200
Aug 25	

5.7. EOFLOW commissioned the company NESURA in Korea to dispatch the infringing devices to Milan Malpensa in Italy (a UPC Contracting Member State), as evidenced by Exhibit no. 6 (Airway bill dated 10 July 2025, no. 93740684).

235 ICN 9374 0684 KNC2507011

Shipper's Name and Address / Shipper's Account Number
EOFLOW CO.,LTD.
187,JINGWANG-RO, IWOL-MYEON,JINCHEON-GUN,
CHUNGCHEONGBUK-DO, 27819, REPUBLIC OF KOREA
ATTN:JASON.YOON(SH.YOON@EOFLOW.COM)
CONTACT : +82 10 9206 1724

Not Negotiable
Air Waybill
Issued by
NESURA EXPRESS CO., LTD.
TEL :82-2-2654-8801 FAX :82-2-2654-8729

Copies 1,2 and 3 of this Air Waybill are originals and have the same validity

Consignee's Name and Address / Consignee's Account Number
A.MENARINI DIAGNOSTICS
VIA SETTE SANTI, 3 50131 FIRENZE - ITALY
ATTN: ROINI, SCILLA <SROINI@MENARINI.IT>
CONTACT: +39 055 56 80 7844
EORI# IT05688870483

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted)for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILTY. Shipper may increase such limitation of liability by

Issuing Carrier's Agent Name and city
NESURA EXPRESS CO., LTD.
SEOUL KOREA

Accounting Information
SAME AS CONSIGNEE

5.8. In this airway bill, it is evident that the shipper is the company EOFLOW, whereas NESURA acts merely as the carrier. NESURA clearly specifies its limitation of liability as a simple carrier (see the section highlighted in green). Also Florence Shipping s.r.l., thus, the intermediate carrier, receiving the goods on behalf of Menarini, at Malpensa Airport and arranging their onward delivery via Bomi Italia to Menarini, took care to specify that the shipper/exporter was EOFLOW. This is apparent from Exhibit HRM 4 submitted by EOFLOW.

Voce	Descrizione Voce	Importo	AS
032	SPEDITORE / ESPORTATORE: EOFLOW HEALTHCARE INNOVATION PARK		

5.9. The same invoice clearly identifies Menarini as the recipient (and not the shipper) and this Court does not believe there are elements to think otherwise. Menarini therefore does not received the goods in Korea, as claimed by EOFLOW, but directly at Malpensa airport, and instructed Florence Shipping s.r.l. to receive the goods in Italy and deliver them to the Spino d'Adda distribution center. See invoice below:

FATTURA **Numero 201020 del 06/06/2025**

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P.I./C.F.	IT05688870483	Pagamento	BONIFICO BANCARIO-45 GG	Prima Scadenza:	06/07/2025
Spediz.	02/25/00030137	del	01/06/2025	Servizio	P2 PHARMA AIR IMPORT
Resa	COLLECT IMPORT			N° LTA	235 / 93662203 N° HAWB 2505053
Partenza	INCHEON AIRPORT,KR - KR			Destino	MILAN MALPENSA - IT

Mittente:	EOFLOW HEALTHCARE INNOVATION PARK H2102 DOLMA RO 172 BUNDANG SEONGNAM 13605 GYEONGGI KOREA KR	Destinatario:	A.MENARINI DIAGNOSTICS S.R.L. VIA SETTE SANTI 3 50131 FIRENZE IT
Ritiro:	FLORENCE SHIPPING S.R.L. TORRE D, 5° PIANO, CARGO CITY 21010 AEROPORTO MALPENSA IT Tel.: 0258583105	Consegna:	BOMI ITALIA S.P.A.- ********* VIA MADONNA DEL BOSCO, 7B 26016 SPINO D'ADDA IT Pers. da Contattare: Sig.ra Mariangela Begni Tel.: 02 90993236

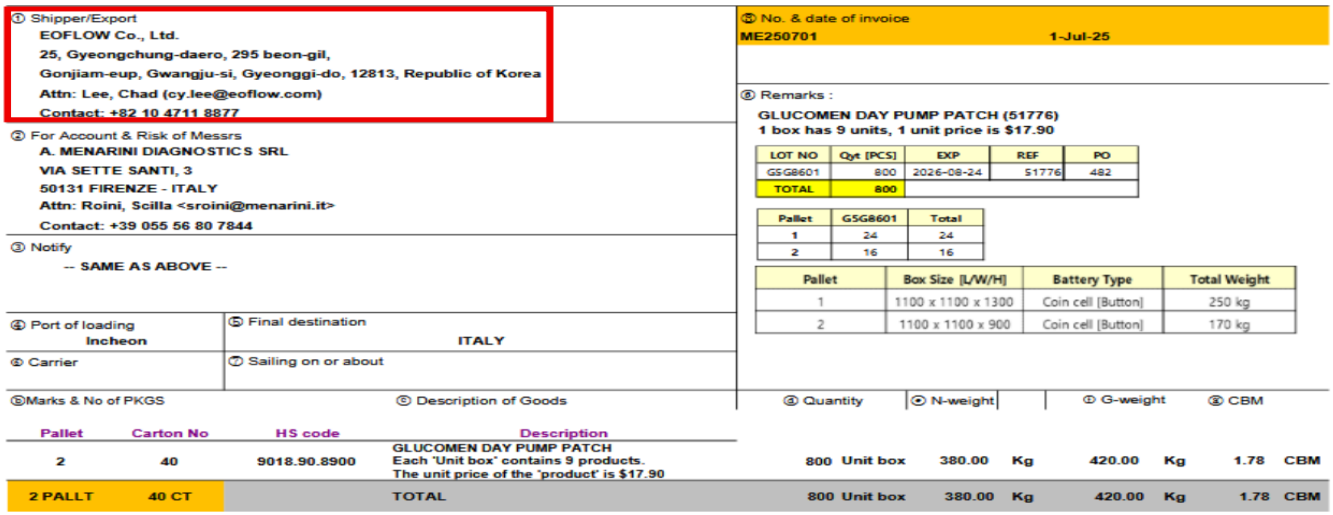
Colli	Imballo	Descrizione Merce	Peso Lordo	Volume	MTL	Valore Merce
1	PALLET	+15°/+25°C	153,00	1,13	USD	47.376,00

Cll. 1 - cm 110,00 x 110,00 x 93,00

Voce	Descrizione Voce		Importo	AS
032	SPEDITORE / ESPORTATORE: EOFLOW HEALTHCARE INNOVATION PARK			
	A R E S		3,50	56
035	INDENNITA'DOGANALI		25,00	56
069	NOS (NULLA OSTA SANITARIO)		146,90	56
104	NOLO AEREO (IMPORT)	188,00 x 8.84	1.661,64	56
115	OPERAZIONE DOGANALE	% 41.503,29 x 0.00	113,60	56
117	SPESE DI MAGAZZINAGGIO		197,98	58
118	TASSA SBARCO		21,32	58
119	CC FEE		49,85	24
147	CONSEGNA IMPORT		250,00	24
910	DIRITTO FISSO		15,00	24
999	BOLLO ASSOLTO VIRTUALMENTE - ART 15 DPR 642/72		2,00	58

5.10 INSULET also filed with this Court the packing list for the shipped pumps, which clearly identifies EOLOW as the only shipper. The shipment of over 400 kg of GLUCOMEN DAY PUMP PATCH (2 pallets

and 40 cartons) to Menarini bears the same code 9018.90.8900, both in Exhibits 8 and 9, the first one being the packing list of the exported items and the second the relative invoice:



① Shipper/Export
EOFLOW Co., Ltd.
25, Gyeongchung-daero, 295 beon-gil,
Gonjiam-eup, Gwangju-si, Gyeonggi-do, 12813, Republic of Korea
Attn: Lee, Chad (cy.lee@eoflow.com)
Contact: +82 10 4711 8877

② For Account & Risk of Messrs
A. MENARINI DIAGNOSTICS SRL
VIA SETTE SANTI, 3
50131 FIRENZE - ITALY
Attn: Roini, Scilla <sroini@menarini.it>
Contact: +39 055 56 80 7844

③ Notify
-- SAME AS ABOVE --

④ Port of loading: Incheon
⑤ Final destination: ITALY
⑥ Carrier
⑦ Sailing on or about

⑫ No. & date of invoice
ME250701 1-Jul-25

⑧ Remarks :
GLUCOMEN DAY PUMP PATCH (51776)
1 box has 9 units, 1 unit price is $17.90

LOT NO	Qyt [PCS]	EXP	REF	PO
GSG8601	800	2026-08-24	51776	482
TOTAL	800			

Pallet	GSG8601	Total
1	24	24
2	16	16

Pallet	Box Size [L/W/H]	Battery Type	Total Weight
1	1100 x 1100 x 1300	Coin cell [Button]	250 kg
2	1100 x 1100 x 900	Coin cell [Button]	170 kg

⑨Marks & No of PKGS			⑩ Description of Goods	⑪ Quantity		⑬ N-weight		⑭ G-weight		⑮ CBM	
Pallet	Carton No	HS code	Description								
2	40	9018.90.8900	GLUCOMEN DAY PUMP PATCH Each 'Unit box' contains 9 products. The unit price of the 'product' is $17.90	800	Unit box	380.00	Kg	420.00	Kg	1.78	CBM
2 PALLT	40 CT		TOTAL	800	Unit box	380.00	Kg	420.00	Kg	1.78	CBM

In the invoice is specified that the payment of the goods must be carried out in Korea at the Woori Bank Swift Code : HVBKKRSEXXX - Beneficiary Name : EOFLOW Co., Ltd. - Beneficiary Telephone Number : +82-317380202 - Beneficiary Account Number : 1081500669650. Goods were therefore loaded in Incheon and shipped to Menarini in Italy directly by EOFLOW.

5.11 Moreover, Nesura's invoices (Exhibit PS 7) show clearly that EOFLOW paid the pickup charge and customs clearance fees in Korea, so it must be ultimately concluded that EOFlow was the contracting party for the shipment from Korea to Italy, while Menarini was responsible *in situ* for the distribution of the goods from Malpensa Airport to the respective final destinations.

5.12 Finally, this whole pattern of conduct (shipment/payment) corresponds to what was already presented to both the Central Division Milan and the Court of Appeal during the injunction phase, making it highly unlikely that the parties altered their usual modus operandi. It is likely that Menarini and EOFLOW simply continued their previous import-export business despite the injunction. The causal link between behaviour and event must be measured on the principle of 'more likely than not'.

6. The Menarini Agreement

6.1. The injunctions issued by both the Court of Appeal and the Central Division Milan apply directly to EOFLOW. They unambiguously prohibit EOFLOW from making, offering, placing on the market, exporting, or otherwise contributing to the availability of the infringing products within UPC territory and remain fully in force irrespective of any private contractual arrangements between third parties, namely INSULET and Menarini.

6.2 EOFLOW provided the court with an alternative interpretive framework. According to that framework, based on circumstantial evidence, Menarini requested EOFLOW to supply the pumps to a shipping center in Korea. So, according to the settlement agreement signed with Insulet, Menarini would be the importer and EOFLOW would not be liable for introducing the goods into UPC territory.

6.3 Regardless of the Court's disregard for such reconstruction as artificial and not evidence-based, the agreement with Menarini remains unrelated to EOFLOW's obligation towards INSULET.

6.4 There is no need for the Court to interpret the agreement between Menarini and INSULET, particularly as it has not been made available in its full extent.

6.5. If the supply had taken place at Menarini's request, the only evidence that would have had to be provided to the Court, yet was not, is the order placed by Menarini, possibly signed for acceptance by INSULET. The agreement would, in fact, only constitute the framework within which the order would be placed. The order remains the essential element for the validity of the export. It is only Menarini that could, in case, legitimately import the infringing goods. Exporting without an order from Menarini is and remains illegal.

6.6. Menarini's order cannot be inferred from the context.

. Additionally, according to the principles of legal certainty and reasonableness, the import of infringing products to a UPC country under the shield of a derogatory agreement would only have occurred with the explicit consent or under surveillance of the injunction beneficiary. After months of contentious litigation and with an injunction issued by the Court of Appeals still in force, it would be highly unreasonable, if not preposterous, to assume that Menarini would purchase potentially infringing supplies from EOFLOW without directly involving the patent holder - the beneficiary of the injunction- the company with which it had just settled.

6.7 It is noteworthy that, at the final stage of these proceedings, EOFLOW did actually file Document no. 5, inferring a potential consent on the part of Menarini of the import/export activity.

6.8 Even though exhibiting a document suggesting an order placed by Menarini only at the final stage of the proceedings looks like a sheer violation of the front-loaded nature of the procedure, this document demonstrates precisely the opposite. In Document no. 5, there is no hint of a supply order; Menarini does not even claim that it placed any order to supply products in accordance with the settlement agreement for supplying patients who were still being treated with the EOpatch.

Menarini merely states:

1) that it is aware of the dispute concerning penalty payments (which is irrelevant for the proceedings and almost obvious);

2) that it continues to supply certain patients with EOpatch pumps (which is undisputed since it was acknowledged before both the Central Division Milan and the Court of Appeal);

3) that it oversees imports, including the selection of courier and transport methods (which is likewise unsurprising, given that MENARINI is the sole entity alleged to have entered into a distribution agreement with INSULET following the infringement action);

4) that it collects GlucoMen Day pumps from EOFLOW's manufacturing sites (presumably in Korea), a circumstance relating to INCOTERM EWX, which is nevertheless irrelevant since the injunction towards INSULET also applied to offers and supplies on the market.

6.9. What Menarini does not state there, in fact, is that EOFLOW has supplied those 11,520 infringing products in Korea under Incoterm EXW terms at Menarini's direct request. If there had been an order, EOFLOW would certainly have been in the position to present it to the Court.

6.10. In the absence a formal order placed by MENARINI, EOFLOW'S activity must still be considered a violation of the Court of Appeal's Order, irrespective of whether EOFLOW is an exporter, an Incoterm EXW supplier or an offeror of the infringing goods to be supplied into the UPC territory. Even the sale of a product abroad under Incoterm EXW conditions, without a specific order by Menarini, involves an offer by the manufacturer and therefore falls within the scope of the injunction. If it is the purchaser who has solicited the offer, the supplier must provide proof of the request for sale.

6.11 Parties are expected to interpret the Court's orders reasonably. When the Court imposes a provisional measure pursuant to Art. 62 UPCA, any activity that notionally falls within the scope of the injunction imposed by the Court shall be considered infringing unless clear evidence to the contrary is provided, and such evidence must be provided by the alleged infringer straightforwardly and without proposing alternative theories.

7. The sales in Sweden

7.1 The spreadsheet in Exhibit No. 10 provided by INSULET clearly shows that supplies were also made to Sweden, a country in which Menarini does not appear to have been involved and which therefore appears to fall outside the scope of the settlement-based defence advanced by EOFLOW. In this sense, too, EOFLOW's defence is fallacious.

7.2. Significantly, EOFLOW has not taken a position on these supplies, maintaining that the '*respondent did not engage in any direct shipping to Sweden*' (SoD, point 52). Nevertheless, in its letter of 30 September 2025, the EOFLOW's legal team informed INSULET that:

> 7 The transactions with Menarini are fundamentally conducted on an EXW basis, i.e. Menarini picks the produced devices up in Korea. Our client therefore does not keep track of any shipping destinations in Europe nor are the invoices separated according to destinations. There is only one exception regarding Sweden due to the different pricing, but that has already been laid open.

7.3 It was therefore to be expected that EOFLOW would provide a justification for the supply of products in Sweden, for which the Incoterm EXW terms do not appear to apply. Accordingly, if Menarini is not operating under Incoterm EXW terms for Sweden and evidence indicates that an EOFLOW patch pump is being sold in Sweden (see Exh. N. 9 showing the sale of 100 items of EoPatch pump to Sweden), it can be concluded that EOFLOW is carrying out the sale directly, in clear breach of the CoA's order.

7.4 The following picture shows the sales made in Sweden in the period between May and July 2025.

Actual Exported AMD Products (Based on Invoice)

Date of invoice	Date of shipment	Date of Manufacturing	Item No.	Description	Quantity (Unit box)	Quantity (pcs)	Invoice Amount(USD)
13. Jun 24	28. Jun 24	07-Jun-24, 11-Jun-24	51776	GLUCOMEN DAY PUMP PATCH	531	4.779	$85.544,00
27. Jun 24	07. Jul 24	14-Jun-24, 20-Jun-24	51776	GLUCOMEN DAY PUMP PATCH	760	6.840	$122.436,00
27. Jun 24	07. Jul 24	14. Jun 24	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	50	450	$6.862,50
11. Jul 24	22. Jul 24	28-Jun-24, 08-Jul-24, 10-Jul-24	51776	GLUCOMEN DAY PUMP PATCH	730	6.570	$117.603,00
19. Aug 24	25. Aug 24	16-Jul-24, 25-Jul-24, 09-Aug-24	51776	GLUCOMEN DAY PUMP PATCH	1.240	11.160	$199.764,00
19. Aug 24	25. Aug 24	17. Jul 24	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	100	900	$13.725,00
10. Sep 24	08. Sep 24	19-Aug-24, 20-Aug-24, 23-Aug-24, 26-Aug-24	51776	GLUCOMEN DAY PUMP PATCH	1.829	16.461	$294.651,90
09. Dez 24	11. Dez 24	31-Oct-24, 18-Nov-24	51776	GLUCOMEN DAY PUMP PATCH	632	5.688	$101.815,20
09. Dez 24	11. Dez 24	21. Nov 24	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	61	549	$8.372,25
23. Jan 25	26. Jan 25	31-Oct-24, 18-Nov-24, 15-Jan-25	51776	GLUCOMEN DAY PUMP PATCH	1.215	10.935	$195.736,50
23. Jan 25	26. Jan 25	18-Nov-24, 15-Jan-25	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	59	531	$8.097,75
27. Feb 25	07. Mrz 25	15-Jan-25, 07-Feb-25, 23-Feb-25	51776	GLUCOMEN DAY PUMP PATCH	1.433	12.897	$230.856,30
25. Mrz 25	04. Apr 25	18. Mrz 25	51776	GLUCOMEN DAY PUMP PATCH	200	1.800	$32.220,00
20. Mai 25	29. Mai 25	14. Mai 25	51776	GLUCOMEN DAY PUMP PATCH	260	2.340	$41.886,00
20. Mai 25	29. Mai 25	15. Mai 25	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	40	360	$5.490,00
04. Jun 25	12. Jun 25	28. Mai 25	51776	GLUCOMEN DAY PUMP PATCH	160	1.440	$25.776,00
04. Jun 25	12. Jun 25	29. Mai 25	56490	GLUCOMEN DAY PUMP PATCH SWEDEN	20	180	$2.745,00
01. Jul 25	10. Jul 25	25. Jun 25	51776	GLUCOMEN DAY PUMP PATCH	800	7.200	$128.880,00
							$1.622.461,40

8. The assessment of the penalty

8.1 The deliberate and knowing continuation of infringing conduct, in clear and conscious defiance of binding judicial authority, demonstrates a particularly high degree of fault on the part of EOFLOW. This intentional disregard of court decisions demonstrates that EOFLOW acted deliberately rather than negligently.

8.2 Art. 82(4), second sentence, UPCA requires that penalty payments be proportionate to the importance of the order to be enforced. In determining the appropriate amount, the Court must consider the nature, scope and duration of the violations, the degree of fault, the risk of repetition, and the importance of the orders to the Applicant (cf. Local Division Munich, Order of 5 December 2023, UPC_CFI_2/2023 – 10x Genomics v. NanoString; Local Division Düsseldorf, Order of 18 October 2023, UPC_CFI_177/2023 – myStromer v. Revolt Zycling[3]).

8.3. This court considers that, even if the export ban resulting in the further supply of 11,520 items is considered a single offence, it is a serious, deliberate offence that is detrimental to the interests of the applicant. It should also be considered that, after the injunction was issued by CD Milan, the export activity no longer took place, so that the order issued by CD Milan appears to have constituted

[3] „Das Verhalten des Schuldners in der Vergangenheit stellt ein maßgebliches, wenn auch nicht zwingend das alleinige Indiz für die Höhe des zu verhängenden Zwangsgeldes dar. Je häufiger und intensiver der Schuldner gegen das ihm auferlegte Unterlassungsgebot verstoßen hat, desto klarer hat er seinen Unwillen zum Ausdruck gebracht, sich der Unterlassungsanordnung zu beugen. Dem hat die Bemessung des Zwangsgeldes Rechnung zu tragen: Hat der Schuldner in der Vergangenheit bereits mehrfach gegen die Unterlassungsanordnung verstoßen, erhöht sich der notwendige Druck, um ihn zukünftig zu einem anordnungsgemäßen Verhalten zu zwingen. Entsprechend höher muss daher das betreffende Zwangsgeld ausfallen. Hat sich der Schuldner demgegenüber ernsthaft darum bemüht, der Unterlassungsanordnung Folge zu leisten, ist dies zu seinen Gunsten zu berücksichtigen."

a valid deterrent for the future with no risk of repetition. For these reasons, being the Court bound by the maximum cap set by the Court of Appeal, this panel considers an amount at the upper limit of the maximum amount set by the CoA to be adequate. The sum of €150,000 seems appropriate, as it cancels out any potential profits that EOFLOW might have made from selling products in Italy and Sweden, while also serving as an adequate penalty for deliberately violating the order.

8.4. EOFLOW shall pay to INSULT a penalty of EUR 150,000. This sum is to be paid to the Court's Registrar (R. 354.3 RoP) at the IBAN provided below in the operative part.

9. Confidentiality requests pursuant to Rules 262.1 and 262A

9.1. On 10 November 2025, EOFLOW filed an application under R. 262.2 concerning the following submissions contained in its reply:

Para.	Description
Response to Application: - para. 13-14 - para. 35-49 including screenshots - para. 64	Business information of Respondent
Application: - para. 10 incl. screenshot; - para. 13 - screenshots in paras. 14, 17, 19, 22	Business information of Respondent
Exhibits: - HRM 2-4, - PS 5-11	Business information of Respondent

9.2. EOFLOW maintained that the information should be kept confidential, as it related to business agreements with the Respondent's exclusive European distributor, A. Menarini Diagnostics srl, and involves trade secrets within the meaning of Art. 2 (1) of Directive (EU) 2016/943 ("Trade Secrets Directive").

9.3. EOFLOW argued that the information has commercial value, is not generally known, and is not available to third parties. EOFLOW further informed the Court that it had also applied appropriate confidentiality measures with regard to this information. Accordingly, the Respondent has a legitimate interest in continuing to keep the information confidential.

9.4. INSULET also filed a motion under Rules 262 and 262A on 10 November 2025 in their 'Reply to comments regarding the application for a penalty payment', maintaining that the following information should be classified as confidential in accordance with R. 262A and R. 262.2 RoP:

- The statements concerning the Settlement Agreement between Insulet and Menarini under margin nos. 17 to 22 of the Reply, highlighted in grey (relating to the salient aspects of the agreement with Menarini), and

- The two excerpts taken from the Settlement Agreement under margin no. 17 of the Reply;

9.5. On 11 November 2025, the judge requested EOFLOW to comment on these confidentiality issues and on 17 November 2025, EOFLOW filed a final defence and lodged an additional application for confidentiality concerning the following documents: - *paras. 32-34 - paras. 38-46 - paras. 51-62 (Business information of Respondent); Exhibits: - HRM 5.*

9.6. EOFLOW further maintained in this case that '*[t]he information to be kept confidential relates to business dealings with the Respondent's exclusive European distributor, A. Menarini Diagnostics srl, and thus constitutes trade secrets within the meaning of Art. 2 (1) of Directive (EU) 2016/943 ("Trade Secrets Directive"). The information has commercial value, is not generally known, and is not available to third parties. The Respondent has also taken appropriate confidentiality measures with regard to this information. There is a legitimate interest on the part of the Respondents in continuing to keep the information secret, and a legitimate expectation to this effect is generally indicated*'.

9.7. INSULET was allowed to comment on these issues within two days and on 19.11.2025 maintained that '*We agree that the information arising from and relating to the Menarini Settlement Agreement, i.e. marg. nos. 32–34 and 45–46, as well as Exhibit HRM 5, should be treated as confidential. This is in line with Insulet's own confidentiality request submitted with the Reply dated November 10, 2025. The remaining information is not confidential, since it is based on accounting data that EOFlow provided in compliance with the Court of Appeal's order dated April 30, 2025, and the Central Division Milan's decision of July 22, 2025. This information was not subject to any confidentiality restrictions and was therefore made available to Insulet without any corresponding confidentiality obligations'*.

9.8. Pursuant to Rules 262.2 and 262A.3, redacted and unredacted copies of the written submissions were filed. As a result, a " confidentiality club" is expected to be formed, comprising the lawyers and employees of the law firm who are authorised to handle the present proceedings.

9.9. The applications are therefore admissible.

9.10 The applications are, however, not well-founded for both parties.

9.11 Confidentiality under Rules 262 and 262A relates to trade secrets within the framework of Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information against their unlawful acquisition, use and disclosure.

9.12 Not every item of sensitive information merits protection under Rules 262 and 262A; only information relating to trade secrets or confidential aspects of a client's case (see ORD_24048/2025 in ACT_61148/2024 in UPC_CFI_382/2025 which states that '*[t]he confidentiality protection under by Rule 262A RoP has a different scope than withholding attorney-client information and is more specifically related to the protection of know-how and trade secrets as defined in Art. 9 of the 'Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information against their unlawful acquisition, use and disclosure'. Rule 262A RoP refers to information 'contained in its pleadings' and evidence thereof and, therefore, to information identifiable as company secrets and not to information under Rule 118.5. Costs for representation do not fall per se within the scope of confidentiality protection under Art. 58 UPCA and Rule 262A RoP, unless they disclose trade information).*

9.13 However, the parties are, as a general rule, required to prove that the information for which they are requesting confidentiality, both with respect to the creation of a confidentiality club pursuant to Rule 262A and regarding access by third parties, has economic value, is secret, and is subject to mechanisms whereby confidentiality is effectively ensured by the party.

9.14 It is not sufficient to assert that such conditions exist or to passively (and in general terms) refer to the legal provisions of the aforementioned Directive, unless the confidential nature of the information is self-evident (like in FRAND defences) the parties are always required to prove that the conditions laid down in the Directive are met: that the information has market value, is subject to forms of control and protection, and is not otherwise accessible to third parties.

9.15 These facts cannot simply be accepted as undisputed by the parties. Only the evidence on these elements enables the judge to assess the balance between the parties' interest in confidentiality and the general principle of the publicity of judicial proceedings set out in Art. 45, in conjunction with the conditions set out in Art. 58 UPCA.

9.16 In the case at hand, most of these pieces of information were obtained on the basis of an order issued by this same court. INSULET invoked the confidentiality nature of Menarini settlement (with its attorney considering almost all of the arguments contained in the submission of 10 November 2025 to be confidential), while EOFLOW referred to delivery and shipment details; however, neither Exhibit No. 5 nor paragraphs 45 and 46, nor shipment details appear to be confidential. Even less so are legal arguments contained in the pleadings.

9.17 Eventually, there is no evidence that all this information was kept secret through protective measures taken by the parties and the Menarini agreement itself has already been discussed at length in the IC and at the oral hearing, both of which are publicly available. The information for which confidentiality is requested is either already disclosed or lacks specificity and economic value and, in any case, lacks safeguards to maintain its secrecy.

10. Costs of the proceedings

10. 1 INSULET requested that this Court order the Respondent, as the unsuccessful party, to bear the costs of these proceedings pursuant to R. 118.5, first sentence, RoP, applied by analogy (cf. Local

Division Düsseldorf, Order of 18 October 2023, UPC_CFI_177/2023, ACT_525740/202, page 17 – myStromer v. Revolt Zycling) or, alternatively, pursuant to Art. 69 UPCA (cf. Local Division Munich, Order of 17 December 2024, UPC_CFI_390/2023, ACT_583273/2023, p. 14 – Philips v. Belkin).

10.2 In its decision rendered on 15 October 2025, this Court already stated that all costs relating to enforcement fall outside the scope of R. 151 RoP, as the wording of R. 150 RoP does not permit compensation of costs incurred after publication of the decision. It therefore appears possible to address separately the costs arising directly from the enforcement phase through the direct application of Art. 69 UPCA.

10.3 The Court is of the opinion that EOFLOW is to be considered the unsuccessful party in these proceedings and consequently orders it to pay to the Court the amount of EUR 150,000 as a penalty.

10.4 EOFLOW shall therefore reimburse INSULET for the legal costs incurred in preparing the defence briefs in these proceedings, which, in the absence of an expense report, are reasonably assessed at EUR 10,000.

FOR THESE REASONS

The Court declares:

I. EOFLOW is ordered to pay EUR 150,000 penalty payments for non-compliance with the obligations set out in Section II.I. of the ruling contained in the Court of Appeal's Order in the preliminary injunction proceedings dated 30 April 2025 (ORD_69078/2024, UPC_CoA_768/2024, APL_64374/2024);

II. The sum referred to in point I. is to be paid immediately to the Court to this bank account:

Jurisdiction Unifiée du Brevet

LU380019735519008000 BANK SPUERKEESS Place de Metz L 2954 LUX

BIC: BCEELULL.

III. The applications under Rules 262.2 and 262A RoP are dismissed;

IV. EOFLOW shall bear the costs of the proceedings in the amount of EUR 10.000, payable to the applicant;

Milan, 4 December 2025

Judge-rapporteur

Andrea Postiglione

ANDREA POSTIGLIONE

Firmato digitalmente da ANDREA POSTIGLIONE
Data: 2025.12.04 12:29:24 +01'00'

Legally qualified judge

Anna-Lena Klein

ANNA-LENA KLEIN

Firmato digitalmente da ANNA-LENA KLEIN
Data: 2025.12.04 15:52:06 +01'00'

Technically qualified judge

Uwe Schwengelbeck

Uwe Schwengelbeck

Digitally signed by Uwe Schwengelbeck
Date: 2025.12.04 14:28:13 +01'00'

For the Sub Registrar

Valeria Molinari

VALERIA MOLINARI

Firmato digitalmente da VALERIA MOLINARI
Data: 2025.12.04 12:49:48 +01'00'

Note:

The imposition of a penalty is subject to appeal under Rule 354.4.

Leave to appeal the order on confidentiality issues is granted. The Registrar shall ensure that every access request for the documents for which confidentiality has been requested shall not be processed within the deadline for filing an appeal or pending an appeal pursuant to Rule 220.2.