



Mannheim local division
UPC_CFI_1291/2026

Order
of the Court of First Instance of the Unified Patent Court
issued on 20 April 2026
concerning EP 3 799 333 (UPC_CFI_662/2025) and EP 4 090 075
(UPC_CFI_661/2025)

APPLICANTS

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- 2) **Nokia Solutions and Networks Oy**
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Applicants represented by: Tim Smentkowski

RESPONDENTS:

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- 2) **Hangzhou Geely New Energy Vehicle**
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PATENTS:

European Patents No. EP 3 799 333 and EP 4 090 075

PANEL/CHAMBER:

Panel of the Mannheim local division

JUDGES: This order was issued by the presiding judge Tochtermann, the legally qualified judge Sender as judge-rapporteur, and the legally qualified judge Kupecz.

LANGUAGE OF THE PROCEEDINGS: German

SUBJECT: R. 206 RoP – Application for provisional measures, in this case: Anti-Anti Suit Injunction concerning an application for the grant of an ‘Interim Licence’ or other equivalent measures.

BRIEF STATEMENT OF THE FACTS:

1. The applicants are seeking an interim order against the respondents, which they refer to as an ‘anti-anti-suit injunction’. The order is to be issued *ex parte*. The applications are set out below:

I. Den Antragsgegnerinnen wird im Wege der einstweiligen Maßnahme untersagt, eine Anti-Suit-Injunction in Form einer Interimslizenz zu beantragen und/oder eine andere gleichwertige gerichtliche oder behördliche Maßnahme zu ergreifen, aufgrund derer die Antragstellerinnen unmittelbar und/oder mittelbar daran gehindert werden und/oder werden sollen, Patentverletzungsverfahren aus ihren der Zuständigkeit des EPG unterliegenden Europäischen Patenten vor dem EPG im Geltungsbereich des EPGÜ zu betreiben oder fortzusetzen, und/oder daraus resultierende Urteile und/oder Maßnahmen zu vollstrecken,

insbesondere wenn dadurch

die Antragstellerinnen daran gehindert werden und/oder werden sollen,

1. die Patentverletzungsverfahren UPC_CFI_662/2025 und/oder UPC_CFI_661/2025 fortzuführen,
2. Urteile und Maßnahmen zu vollstrecken, die in den Patentverletzungsverfahren UPC_CFI_662/2025 und/oder UPC_CFI_661/2025 gegen die Antragsgegnerinnen oder die weiteren Beklagten oder verbundene Konzernunternehmen oder weitere Unternehmen des Geely-Konzerns ergehen;

wobei diese Unterlassungsverpflichtung insbesondere auch umfasst:

3. das Gebot, den Interimslizenz-Antrag vom 8. April 2026 im Verfahren (2025) Zhe 01 Zhi Min Chu No. 83 vor dem Hangzhou Intermediate People's Court unverzüglich aber spätestens innerhalb einer Frist von 24 Stunden nach Zustellung dieses Verfügungsbeschlusses mit Wirkung für das vom EPGÜ erfasste Gebiet zurückzunehmen oder andere prozessual geeignete Mittel zu ergreifen, um eine solche Interimslizenz mit Wirkung für das vom EPGÜ erfasste Gebiet zu widerrufen;

4. das Verbot, das Interimslizenz-Verfahren (2025) Zhe 01 Zhi Min Chu No. 83 vor dem Hangzhou Intermediate People's Court außer zum Zweck der Antragsrücknahme oder zur Abgabe einer sonstigen Erklärung zum Zwecke

des endgültigen Widerrufs mit Wirkung für das vom EPGÜ erfasste Gebiet weiter zu betreiben;

5. das Verbot, den Antragstellerinnen durch eine gerichtliche oder behördliche Anordnung gerichtet auf Untersagung des vorliegenden Verfahrens verbieten zu lassen, Patentverletzungsverfahren aus ihren Patenten vor den zuständigen Kammern des EPG zu führen und/oder daraus resultierende Urteile zu vollstrecken;

wobei die vorstehenden Ge- und Verbote auch umfassen, auf konzernverbundene Gesellschaften unter Ausschöpfung konzernrechtlicher Möglichkeiten entsprechend einzuwirken

und wobei das Betreiben des Hauptsache-Ratenfestsetzungsverfahrens (2025) Zhe 01 Zhi Min Chu No. 83 vor dem Hangzhou Intermediate People's Court in der Form vom 23. Juli 2025 von der vorstehenden Unterlassungsverpflichtung nicht umfasst ist.

- II. Im Falle jeder Zuwiderhandlung gegen die Anordnung nach Ziffer I. haben die Antragsgegnerinnen an das Gericht jeweils ein (ggf. wiederholtes) Zwangsgeld in Höhe von bis zu EUR 250.000,00 für jeden Tag der Zuwiderhandlung zu zahlen.
- III. Die Anordnung ist ohne Sicherheitsleistung sofort vollstreckbar.

Hilfsweise:

Die Anordnung ist zunächst ohne Sicherheitsleistung sofort vollstreckbar. Die Vollstreckbarkeit dieser Anordnung endet, wenn die Antragstellerinnen zugunsten der Antragsgegnerinnen nicht innerhalb von 20 Tagen eine Sicherheit in Form einer Hinterlegung oder Bankbürgschaft geleistet haben, deren Höhe wir in das Ermessen des Gerichts stellen.

- IV. Es wird gemäß R. 13.1 (q) VerfO angeordnet, dass englischsprachige Unterlagen, insbesondere die mit der Antragsschrift eingereichten Anlagen, nicht übersetzt zu werden brauchen.
- V. Die gerichtliche Anordnung wird mit der Antragsschrift, jedoch ohne deren Anlagen an die Antragsgegnerinnen zugestellt.
- VI. Die Antragsgegnerinnen tragen die Kosten des Verfahrens.
- VII. Die angeordneten einstweiligen Maßnahmen werden auf Antrag der Antragsgegnerinnen, unbeschadet etwaiger Schadensersatzforderungen, aufgehoben oder auf andere Weise außer Kraft gesetzt, wenn die Antragstellerinnen nicht innerhalb einer Frist von 31 Kalendertagen oder 20 Werktagen – je nachdem, welcher Zeitraum länger ist – ab Abschluss etwaiger Rechtsmittelverfahren gegen diese Maßnahmen oder fruchtlosem Verstreichen entsprechender Rechtsmittelfristen gerechnet beim EPG das Verfahren in der Hauptsache einleiten.

2. The corporate groups of the applicants and the respondents are involved in global patent infringement disputes concerning the alleged infringement of various

standard-essential patents (SEPs) held by the applicants, which they are asserting against the respondents' group of companies. Following the filing of claims in July 2025, the disputes are being heard, inter alia, before the Court of First Instance of the UPC, specifically the local divisions in Mannheim (UPC_CFI_662/2025) and Munich (UPC_CFI_661/2025). In these proceedings, the first applicant is the claimant in the proceedings before the Munich local division, and the second applicant is the claimant in the proceedings before the Mannheim local division, with the first respondent being one of the defendants. In addition, the corporate groups are facing each other in disputes before the Regional Court of Munich I.

3. In response to the infringement actions brought, the respondents on
On 23 July 2025, the respondents initiated a rate-setting proceeding against the applicants before the Hangzhou Intermediate People's Court in China, in which the Chinese court is to determine the terms of a worldwide (FRAND) licence (Case No. (2025) Zhe 01 Zhi Min Chu No. 83). In particular, the respondents in these proceedings seek a ruling from the Chinese court determining the global licence terms for all SEPs held by the applicants' group of companies that are essential to the standards relating to 2G to 5G and Wi-Fi technology, and which are held by the applicants or are licensable by them, and furthermore to find that the applicants breached their FRAND obligations during the licence negotiations (see the English translation of the statement of claim dated 23 July 2025, under 'Claims', clauses 1 and 2, submitted as Annex AR1).
4. In accordance with the applicants' express statement, the present application is not directed against the rate-setting proceedings in the main action.
5. As part of these proceedings before the Hangzhou Intermediate People's Court in China, the respondents have now, on 8 April 2026, filed a supplementary application for the grant of an 'Interim Licence'. The application was served on the applicants here on 15 April 2026.
6. The application is entitled (in English translation from the Chinese):

"Application for an Act Preservation Ordering Nokia and Geely to Enter into a Global Interim Licence Agreement and Application for Confidentiality".

7. According to the applicants' submissions, the respondents have also applied to the Hangzhou Intermediate People's Court for the application for an "Interim Licence" itself, as well as certain evidence, to be classified as confidential. The applicants are therefore currently unable to submit the application in the present proceedings.
8. The list of non-confidential evidence also submitted by the respondents in the proceedings for an "Interim Licence" reads, in part, as follows in English translation (submitted as Annex AR3, with highlights in yellow added by the applicants).

(2025) Zhe 01 Zhi Min Chu No. 83

Plaintiff's List of Non-Confidential Evidence in Support of the Application for an Interim Licence

Submitted by: Zhejiang Geely Holding Group Co., Ltd., Hangzhou Geely New Energy Vehicle Sales Co., Ltd.
Date of Submission: 8 April 2026

No.	Evidence Title	Purpose of Evidence	Source of Evidence	Page
<p>Group 3 Evidence: Nokia has long used the threat of an injunction to coerce numerous implementers into accepting licensing terms that do not comply with the FRAND principles. During licence negotiations with Geely, Nokia used the threat of an injunction to coerce Geely into accepting licence terms that do not comply with the FRAND principles; an injunction is now imminent.</p>				
Evidence 9	Daimler Found <u>infringing SEP</u> ; German Court Issues Sales Ban on Vehicles	For a long time, Nokia has used the threat of injunctions to force companies including Daimler, OPPO, Lenovo and <u>Samsung</u> , among others, to accept licensing terms that do not comply with the FRAND principles	Unitrust Time Stamp Service Centre	302-305
Evidence 10	Ending Global Litigation! An Overview of OPPO and Nokia's 86 Cases Worldwide		Unitrust Timestamp Service Centre	306-313

Group 4 Evidence: The granting of an interim licence by way of an act preservation order is a consensus expectation among many judges and scholars in the Chinese intellectual property sector, and has a legal basis.

9. The Hangzhou Intermediate People's Court has scheduled an oral hearing on the application for 23 April 2026.
10. According to an affidavit (submitted as Annex AR2) from a Chinese legal representative of the applicants, who represents them in the aforementioned proceedings,

representing the applicants before the Chinese courts, the arguments put forward by the applicants indicate that, under Chinese law, sanctions such as fines or the imprisonment of the person primarily responsible may be imposed in the event of a breach of a so-called '*act preservation order*'. Accordingly, in the event of a breach of an interim licence issued by the Hangzhou Intermediate People's Court, the applicants face – in light of practice in comparable proceedings – a penalty payment of 1 million RMB (currently just over 124,000.00 EUR) per day. According to the affidavit, for example, the Supreme People's Court (SPC) in the case of "Huawei v Conversant" issued an "*act preservation order*" in favour of Huawei, which, amongst other things, prevented Conversant from enforcing a permanent injunction issued by the Regional Court of Düsseldorf regarding a patent infringement, whilst at the same time stipulating that any breach would be punished with a daily penalty payment in the aforementioned amount.

11. The present application in summary proceedings is directed against this application for the grant of an "Interim Licence" ("*Act Preservation Ordering Nokia and Geely to Enter into a Global Interim Licence Agreement*").
12. The applicants argue that, as patent holders and Claimants in patent infringement proceedings falling within the jurisdiction of the UPC, they are entitled to bring this application. The respondents' urgent application of 8 April 2026 for a worldwide interim licence is aimed at effectively preventing the applicants from asserting or enforcing claims for an injunction in other jurisdictions. The granting of such a licence would have direct legal implications (also) for the ongoing proceedings before the UPC, as the defendants would most likely seek to appeal against the licence defence 'on the basis of the existing interim licence'. The granting of an interim licence would unlawfully and significantly impair the value and enforceability of the applicants' patent rights due to the expected licence defence. Furthermore, failure to comply with the court's order to grant an interim licence could have a negative impact on further findings by the Chinese court in the main proceedings. There was also a risk of significant repercussions for ongoing licence negotiations. The grant of an interim licence was imminent on 23 April 2026. The impending grant of a worldwide interim licence constituted an infringement of the applicants' patent rights which must be prevented by the present application. Regarding the substance of the

The patent also includes its enforceability in the local courts, which is to be secured by the injunction sought. Furthermore, the application is urgent and the balance of interests favours the applicants, as the application does not entail any encroachment on the jurisdiction of other courts. The Mannheim local division has international, subject-matter and territorial jurisdiction. A prior hearing is impracticable, as there is otherwise a risk that legal protection would be frustrated. No security is required in the present context.

13. For further factual and legal arguments, reference is made to the application of 16 April 2026 and its annexes.

GROUNDS FOR THE ORDER:

14. The Mannheim local division of the UPC has jurisdiction over the application for provisional measures (see I.). The application is also well-founded (II.) and justifies the relief sought (see III.).

I. Jurisdiction

15. The jurisdiction of the Mannheim local division of the UPC over the application for provisional measures against the respondents arises from Art. 31, 32(1)(c) of the UPC Agreement in conjunction with Art. 7(2), Article 71b(2) of Regulation (EU) No 1215/2012 and Article 33(1)(a) of the UPC Agreement. The place where the threatened infringement of the applicants' patent rights is to occur lies within the jurisdiction of the UPC. The applicants would be prevented from enforcing their patents, which fall within the exclusive jurisdiction of the UPC, before the local divisions in Mannheim and Munich in the context of the infringement proceedings initiated, for which the court has jurisdiction under Article 32(1)(a) of the UPC Agreement.
16. An (imminent) infringement of a patent within the meaning of Article 32(1)(a) of the UPC Agreement is not only its unlawful use, but also the infringement of the patent holder's property rights through the application for an injunction to enforce patent rights in the present common forum of the UPC Agreement contracting states. This right may also be the subject of interim relief under Article 32(1)(c) of the UPC Agreement (see LD München, CFI_112/2025 (Nokia/Sunmi), in particular headnotes 2 and 3, CFI_755/2024 (Avago/Realtek), para. 30 and CFI_791/2024 (Huawei/Netgear), p. 10; Grabinski/W. Tilmann, in Tilmann/Plassmann, Unitary Patent, Unified Patent Court, 2nd ed., Art. 32 para. 61a). Therefore, it follows

to secure jurisdiction on the basis of ancillary jurisdiction, in order to safeguard the claim for damages under Article 32(1)(a) UPC Agreement. The applicants' patent rights are at risk of being undermined in this district and also, insofar as the proceedings before the Munich local division (CFI_661/2025 concerning EP 4 090 075) are concerned. Article 33(1)(a) UPC Agreement merely requires an actual or threatened infringement in the Contracting Member State to establish the territorial jurisdiction of a local division established in that State (see Munich Local Division, CFI_112/2025 (Nokia/Sunmi), para. 24). Whether the measures at issue here actually constitute such an infringement of property rights is a question of the merits (see, on the whole, Mannheim LD, Order of 30 September 2025, UPC_CFI_936/2025 (Interdigital/Amazon), para. 11).

17. Finally, the pursuit of a parallel application before the national courts at the Regional Court of Munich I does not give rise to any other pending proceedings on the same matter, as that case concerns the enforcement of other intellectual property rights in the national forum, which are to be protected by an AASI.

II. Merits

18. The application, which is therefore admissible, is also well-founded.

General principles

19. The applicants are entitled to assert their patent rights in legal proceedings before this court. This right is inherent in the asserted patent, because, in addition to its substantive content, the patent is also inherently enforceable in legal proceedings (Mannheim local division, judgment of 22 November 2024, UPC_CFI_210/2023, para. 172 (Panasonic/Oppo); Order of 30 September 2025, UPC_CFI_936/2025, para. 12 (Interdigital/Amazon)). The claim derives from the powers set out in the Convention and granted to the Court for the enforcement of patent law pursuant to Art. 62 et seq. UPC Agreement and thus from the Convention itself, without it being necessary to resort to national law (deviating in the doctrinal derivation: LD München – German law: LD Munich, CFI_112/2025 (Nokia/Sunmi), para. 29 and LD Munich, CFI_791/2024 (Huawei/Netgear), page 11 at the bottom, or national law with regard to further parts of the patent bundle or as a common legal principle regarding unitary patents) in conjunction with Article 47 of the EU Charter and Article 6 of the ECHR.

The fact that the procedural enforceability of intellectual property rights is a central aspect of such rights is confirmed not least by Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights (Enforcement Directive) in recitals 3 et seq. and Articles 3, 4(a), 9(1)(a) and 11 thereof. The procedural enforceability of substantive patent law is thus also safeguarded under European law. The powers to issue orders under Article 62 et seq. of the UPC Agreement serve this enforcement (see Mannheim local division, Order of 30 September 2025, UPC_CFI_936/2025, para. 12 (Interdigital/Amazon)).

20. Furthermore, under Article 47(1) of the Charter of Fundamental Rights of the European Union, everyone whose rights or freedoms guaranteed by Union law have been infringed has the right to an effective remedy before a court. Article 47(2) of the EU Charter grants every person the right to have their case heard by an independent and impartial tribunal previously established by law, in a fair hearing, in public and within a reasonable time. Article 47 of the EU Charter thus guarantees a general right to justice at European level, which, pursuant to Article 20 of the UPC Agreement, also applies to the EPG. In accordance with Article 17(2) of the EU Charter, intellectual property rights are, in any event, rights akin to property rights, which must be protected under the Charter. Consequently, Article 47(1) and (2) of the EU Charter also protect a person's access to the UPC for the purpose of asserting a (alleged) unlawful use of a patent (see Mannheim local division, Order of 30 September 2025, UPC_CFI_936/2025, para. 13 (Interdigital/Amazon); similarly LD Munich, CFI_112/2025, (Nokia/Sunmi) (Panel 2); CFI_755/2024 (Avago/Realtek) (Panel 2); CFI_791/2024 (Huawei/Netgear) (Panel 1); CoA UPC_CoA_22/2024, of 28 May 2024, (Carrier/Bitzer), 1st paragraph and para. 22).

21. This fundamental right of access to court proceedings and a final decision also derives from Article 6 of the ECHR (ECHR judgment of 18 February 1999, NJW 1999, 1173 No. 50 – Waite and Kennedy v. Germany; ECHR judgment of 19 March 1997, Reports 1997-II, p. 510 No. II40 = ÖJZ 1998, 236 – Hornsby v. Greece; ECtHR judgment of 1 March 2002, 48778/99 No. 25, Reports 02-II – Kutiá v. Croatia). These principles also form part of the core of *the acquis communautaire* and have been recognised by the Court of Justice of the European Union (hereinafter: 'CJEU') (CJEU, judgment of 27 April 2004 – C-159/02 Turner v Grovit and Others, EuZW 2004, 468, 469; see also CJEU (Grand Chamber), judgment of 10 February 2009 – Case C-185/07 Allianz SpA v West Tankers Inc., SchiedsVZ 2009, 120, 121 et seq.) and are therefore binding on the UPC as a common

court of the Member States (cf. Mannheim local division, Order of 30 September 2025, UPC_CFI_936/2025, para. 15 (Interdigital v Amazon)).

Application in the present case

22. In light of this, the present application is well-founded. It is highly probable that the applicants, who are registered as proprietors of European patents in the Register, are entitled to continue the proceedings already initiated without hindrance and to initiate further proceedings before the UPC. Furthermore, the applicants have demonstrated to a sufficient degree that there is a serious threat of infringement of their patent rights in the sense described above.
23. The measure applied for before the Chinese courts on 8 April by way of a ‘preservation order’ as a globally valid ‘interim licence’ constitutes – should it be ordered – according to the applicants’ comprehensible and sufficiently substantiated submissions with regard to foreign forums, in substance constitutes an ‘anti-suit injunction’ directed exclusively against patent holders/plaintiffs who wish to enforce their (from a Chinese perspective) foreign intellectual property rights in foreign jurisdictions and thus also before the UPC.
24. There is, in principle, no justifiable reason for such an order to be made against a party which (from the perspective of the court hearing the application for an ‘interim licence’) is enforcing or seeks to enforce its foreign patent rights (also) in a foreign court. In particular, an ‘interim licence’ is not required to safeguard the domestic Chinese rate-setting proceedings (see LD Mannheim, Order of 22 December 2025, UPC_CFI_936/2025, para. 44 et seq. (Interdigital/Amazon) regarding a corresponding proceeding in the UK).
25. According to the applicants’ sufficiently substantiated submissions, the concept of the ‘interim licence’ sought before the Chinese courts is, rather, aimed at preventing the enforcement of the applicants’ patent rights (which are foreign from a Chinese perspective) in foreign jurisdictions, such as, in particular, in proceedings before the UPC. The respondents’ application is therefore directed at ordering the applicants, by way of a so-called ‘preservation order’, to enter into a worldwide ‘Interim Licence Agreement’. As evidenced by the list submitted as Annex AR3,

With regard to non-confidential evidence, the express purpose of this application is to prevent impending injunctions in other jurisdictions (see Annex AR3, 'Group 3 Evidence'), which are classified as a means of enforcing non-FRAND-compliant claims, as demonstrated by the reference to corresponding infringement proceedings brought by the applicants' group of companies and the application for a globally valid 'interim licence'. At the same time, the applicants have demonstrated with sufficient substantiation that the Chinese courts are prepared to issue such 'preservation orders' and that these will be accompanied by substantial financial penalties, such as €124,000 per day (see the affidavit submitted as Annex AR2). This is also well-established in the context of 'classic anti-suit injunctions' issued by Chinese courts and has also been recognised in the WTO report of 21 July 2025, WT/DS611/ARB25, in which it was found that the People's Republic of China had breached the TRIPS Agreement through its 'ASI Policy', as the Agreement also prohibits the infringement of foreign patents in the relevant foreign country. Accordingly, the respondents themselves, in the list of evidence set out in Annex AR3, have relied on the fact that the possibility of granting an 'interim licence' by way of a 'preservation order' in response to the impending injunction is a matter of consensus among many Chinese judges active in the field of Chinese intellectual property.

26. The granting of an 'interim licence' means that the patent holders face a contractual licence defence not only in the People's Republic of China. As already explained, the very purpose of the sought-after provisional licence is (see Annex AR3, 'Group 3 Evidence') to provide the respondents with a means of defence in foreign courts in order to prevent injunctions from being issued there on the basis of (from a Chinese perspective) foreign patents. This procedural conduct on the part of the respondents is, for the reasons already set out in the order of the Mannheim local division of the Chamber of 22 December 2025, UPC_CFI_936/2925, para. 44 et seq. (Interdigital/Amazon). The reasons are summarised below:
27. As already explained, an '*interim licence*' with worldwide effect is not required to safeguard the Chinese proceedings. These proceedings are in the hands of the Chinese courts, particularly as the applicants, according to their application in the present proceedings, explicitly do not object to the rate-setting proceedings in the main action.

In this respect, the scope of the application in the present Chinese rate-setting proceedings in the main action differs from the scope of the application for 'final rate setting' before the UK High Court in case UPC_CFI_936/2025.

28. Conversely, however, it constitutes an unacceptable procedural tactic on the part of the respondents and violates the principles of 'comity' and the 'acquis communautaire' of the European Union and the contracting states of the UPC to use an appeal to prevent the applicants from exercising their fundamental (from a Chinese perspective) foreign (intellectual) property rights and their access to justice before an EU court, or to deter them from exercising their rights. The applicants are therefore entitled to an order protecting these fundamental rights.
29. In the present case, the applicants have argued in substance that a provisional licence has a deterrent effect on SEP holders seeking to enforce their patent rights before the UPC and is specifically intended for this purpose by virtue of its worldwide effect. For the effect of the 'interim licence' sought by the respondents is by no means limited to obtaining a 'contractual' defence against an infringement action in China. Rather, the aim is to compel the patent holder to accept the terms of the provisional licence in respect of any pending infringement action before the UPC, in order to provide the respondents with a corresponding defence and thereby prevent an order for an injunction.
30. If this were accepted, the 'Interim Licence' would impose an unreasonable burden on the claimants, requiring them to defend themselves before the foreign court against a potential 'contractual' defence derived from it. The applicants would not only be forced to spend considerable sums on their legal advisers before the UPC and in China, but they would also effectively be compelled to agree to or accept such an 'interim licence' if they do not wish to convey the impression before the Chinese courts that they are disregarding court orders and decisions and thereby acting 'unlawfully', even such a court order would, at least within the European Union, be non-recognisable and non-enforceable on grounds of *public policy* (see in detail: Mannheim local division, Order of 22 December 2025, UPC_CFI_936/2025 para. 52 et seq. (Interdigital/Amazon)).

31. Even if the applicants were prepared to take this risk – and the applicants have further argued that a breach of a ‘preservation order’ would result in substantial daily penalty payments – they would nevertheless be placed in a position where they would have to defend themselves against an objection which, as stated above, would not be recognised in the European Union. There is no justification as to why the applicants should have to accept this.
32. The key point is that a patent holder who does not grant an ‘interim licence’ must seriously anticipate negative consequences solely for that reason, particularly if they instead continue and/or bring patent infringement proceedings before the UPC because they believe they are not obliged to conclude an ‘interim licence’ or that such a licence has no effect within the UPC’s jurisdiction. These negative consequences may deter him from seeking judicial enforcement of his rights before the UPC, which is protected by fundamental rights. Furthermore, according to the applicants’ substantiated submissions, the measure sought by the respondents would be directly enforceable by means of fines and coercive detention. Consequently, this would lead to the unacceptable enforcement of the Chinese decision within the jurisdiction of the UPC without the Chinese decision having first been declared admissible for recognition and enforcement, which constitutes a breach of fundamental principles of international civil procedure law.

Risk of infringement

33. On 8 April 2026, the respondents had already filed an application for the order of a global ‘interim licence’ intended to produce the effects described above. A pre-trial request to the respondents to withdraw this application was not warranted in the present case, given the realistic possibility that they, for their part, would apply to the Chinese courts for an AASI or comparable measures in order to secure their application for the grant of an ‘interim licence’.

Urgency and balancing of interests

34. The granting of the provisional measure is objectively urgent. The impending issuance of an ‘interim licence’ in the form of a ‘preservation order’ is due to take place on 23 April

2026 or shortly thereafter, meaning that the applicants cannot be referred to proceedings on the merits.

35. Furthermore, for the reasons set out above regarding the effect of an ‘interim licence’, the balancing of interests to be carried out pursuant to Art. 62(2) of the UPC Agreement, R. 211.3 of the RoP, favours the applicants. In balancing interests, the interests of the parties must be weighed against one another, taking into account the circumstances of the individual case. In particular, account must be taken of the damage that might be caused to one of the parties by the granting of the order or the dismissal of the application (see Appeal Court, Order of 25 September 2024, UPC_CoA_182/2024, GRUR-RS 2024, 25707, para. 225).
36. Given that the Unified Patent Court is bound by EU law, the case law of the Court of Justice of the European Union and the resulting obligation to assist in the enforcement of EU competition law within its jurisdiction, the impending encroachment is unacceptable. On the one hand, this encroachment affects the patent rights of rights holders, which are constitutionally guaranteed in the EU Member States and protected under EU law by the Enforcement Directive and the Charter, and under international law by the TRIPS Agreement; on the other hand, it encroaches upon the judicial sovereignty of other states. Of particular relevance in the present case is that, pursuant to Article 20 of the UPC Agreement, the UPC must ensure the primacy of European law for the purposes of enforcement. This is only possible if the proceedings concerning a standard-essential patent are conducted in compliance with the EU competition law relevant to the present dispute within the meaning of Articles 101 and 102 TFEU, and any questions requiring clarification can be referred to the CJEU pursuant to Article 267 TFEU. These questions also include whether the enforcement of the rights to prohibit use under the SEP complies with EU competition law. This touches upon a central area of regulation within the patent law applicable to the EU internal market. Among the issues to be decided is, for example, whether, during negotiations for a FRAND licence and when calculating its fee and the factors to be applied for this purpose – which are used in a comparison with third-party licences to establish comparability – the SEP holder applies criteria that comply with competition law. Conversely, the ‘interim licence’ may result in the SEP holder being de facto compelled to accept an offer (at least for the time being) that lies at the lower end of the FRAND corridor or, depending on the amount of the implementer’s offer, even outside it. This question must also be examined against the backdrop of EU competition law.

address and form the subject matter of the proceedings brought by the EU against the People's Republic of China before the WTO, in which the EU considers the setting of licence fees falling within the scope of infra-FRAND through Chinese rate-setting procedures without the consent of both parties to be contrary to international law. If an EU court, in this case the UPC, were prevented from carrying out this assessment, this could result in courts not bound by EU law making determinations regarding (F)RAND licences which, in any event, cannot be legally valid within the legal sphere of the European Single Market and may even be contrary to public policy. Furthermore, it is essential to bear in mind that the present application is intended solely to safeguard, within the international context of multinational disputes, what in any case – in the absence of relevant legislation on procedural coordination – corresponds to a requirement under international law: respect for the foreign forum, within the scope of the judicial power conferred upon it, uninfluenced by foreign courts which have no jurisdiction in the matter, to be able to assert property rights of constitutional rank and to exercise judicial powers undisturbed. This principle is recognised by the case law of the ECJ (ECJ, judgment of 25 February 2025 – BSH v Electrolux, paras. 71, 73; see, in relation to the foregoing as a whole: LD Mannheim, Order of 30 September 2025, UPC_CFI_936/2025, para. 48 (Interdigital/Amazon)).

37. Finally, in weighing up the interests, it must be noted that the present order is exclusively defensive in nature and is intended to shield the proceedings to be conducted before the UPC. Neither are the respondents themselves prohibited from pursuing their patent rights in foreign courts, nor is there any interference with the jurisdiction of foreign courts. Furthermore, unlike in the case UPC_CFI_936/2025, the present order is not directed against the proceedings for the determination of costs in the main action brought by the respondents. The applicants expressly did not make these proceedings the subject of their application. The applications in the proceedings for the determination of instalments in the main action in case UPC_CFI_936/2025 and the applications in the proceedings for the determination of instalments before the Chinese court differ in this respect.
38. This balancing of interests also supports an order without prior hearing of the opposing party (R. 206.3, 209(c), 212.1 of the RoP), as it has been credibly demonstrated that, without the issuance of an ex parte order, the applicants would, due to the inclusion of the

If the other party causes a delay, there is a risk of irreparable harm, as they will apply to the foreign court for an 'interim licence', an ASI or a similar measure.

III. Legal consequences

39. The order for a preliminary injunction is justified to the extent requested.

40. Nor are there any objections to the wording of the application in so far as it extends to equivalent judicial or administrative orders, since what matters in this respect is not the formal designation of the judicial or administrative order as an 'anti-suit injunction' or 'Interim Licence', but rather on whether it has the same legal effect, even if the order is issued under a different name or in a different procedural form.

41. Accordingly, there is also no objection to obliging the respondents, as requested, within the scope of their powers of control and influence under group law, to exert such influence on group companies that they, for their part, do not initiate any corresponding measures. This, too, contributes to preventing actions that have the same legal effect.

42. Finally, the requirement to withdraw immediately any applications for a (de facto) injunction against proceedings, or to take other appropriate procedural steps to definitively revoke such an application with effect for the scope of the UPC Agreement, constitutes, in the present context, a provisional measure and protective measure within the meaning of Article 32(1)(c) of the UPC Agreement, because they must be issued on grounds of urgency in order to provisionally maintain the existing factual and legal situation until the conclusion of the main proceedings, the recognition of which may also be sought in the main proceedings before the UPC (cf. regarding the corresponding determination of the nature of provisional measures within the meaning of Article 35 of the Brussels Ia Regulation: ECJ EuZW 1992, 447 para. 34 – Reichert II; EuZW 1999, 413 para. 37 – van Uden; EuZW 2005, 401 para. 13 – St. Paul Dairy).

Threat of a penalty payment

43. The imposition of a penalty payment is based on Rule 354.3 of the RoP (see, in this regard, Mannheim Regional Court, Order of 22 December 2025, UPC_CFI_936/2025, para. 84 et seq. (Interdi-gital/Amazon)).

44. The amount of the penalty payment is set by the court, taking into account the significance of the order in question. This amount must be sufficiently deterrent to have a binding effect, but must also remain within reasonable limits so that it constitutes an appropriate (proportionate) penalty (CoA, Order of 14 October 2025, UPC_CoA_699/2025, Headnote 4). The penalty notice must also specify the event triggering a particular penalty payment, e.g. as a lump sum or (preferably) in the event of non-compliance per specified period, per item, per act, etc. Where appropriate, the warning may also specify a maximum amount that may be payable per order or in total. However, this does not prevent the court from increasing this maximum amount in a subsequent order, e.g. in enforcement proceedings concerning future further breaches, provided the circumstances of the case so require (see CoA, *ibid.*, Headnote 5).
45. Taking into account the fact that the value in dispute in the proceedings pending before the UPC (CFI_661/2025 and CFI_662/2025) already amounts to €5 million in each case, and taking further into account the scope of a potential ‘interim licence’, which would cover numerous other (standard-essential) patents of the applicants’ group of companies relating to 2G , 5G and Wi-Fi technology, the penalty payment to be paid to the Court shall, in order to act as a sufficient deterrent, be set at a maximum of €50,000,000. This amount must be set at a level that covers even serious infringements, since – in accordance with the aforementioned decision of the Court of Appeal – the court may only reduce this amount in favour of the respondents, but may not subsequently increase the penalty specified in the warning. In order to cover serious breaches as well, the maximum amount must be set sufficiently high. The maximum amount set is therefore appropriate and sufficient as a deterrent in the context of the present dispute, which is of significant economic importance.
46. In the event of a continuing breach, after an initial penalty payment has been set and the relevant Order has been served on the respondents, an additional penalty payment of up to €500,000 per day, payable to the court, shall be imposed for each further day of non-compliance.

47. The court also reserves the right to further increase these penalty payments in the event of continued non-compliance and in the event that the applicants are ordered to pay fines by a foreign court.

Security

48. In the present case, the court does not refrain from ordering a security deposit, which is generally at the court's discretion.

49. Pursuant to Article 62(5) in conjunction with Article 60(7) of the UPC Agreement, Rule 211.5 of the RoP may order the applicant to provide adequate security for any reasonable compensation that the applicant may be required to pay to the defendant in the event that the court lifts the provisional measures, in respect of the damage the defendant is likely to suffer. In the case of an ex parte order, security shall normally be provided, unless special circumstances militate against this, Rule 211.5, second sentence, of the RoP. The effectiveness of the order for provisional measures depends on the proper provision of security (Rule 211.5, fourth sentence, of the RoP). The provision of security takes account of the fact that, in the typical case of an alleged patent infringement, the order for provisional measures involves merely a preliminary assessment, in particular of the patent infringement in the sense of an use of the protected inventive concept, and serves as compensation for the fact that the defendant's legal rights are already being infringed upon on the basis of a preliminary assessment, which is consequently subject to a regular reduction in terms of substantive accuracy (see Düsseldorf local division, Order of 31 October 2024, UPC_CFI_368/2024, V.4 (p. 38)).

50. In the present case, there are no special circumstances that would render the ordering of a security deposit unnecessary. However, the respondents cannot suffer any significant damage as a result of the order for provisional measures in the present context (see also LD Munich, Order of 19 February 2025, CFI_112/2025, para. 64), which would exceed the legal costs of the present case – costs which are insignificant in relation to the financial value of the dispute as a whole – which is why a low security deposit, which certainly covers the cost risk given the stated value in dispute of €5 million, is sufficient. In this regard, the security deposit need only cover the costs of the present proceedings, but not

in the main proceedings or on appeal, as further orders may then be made there if necessary. Having weighed up the interests involved, the applicants were, however, granted immediate enforceability on account of the particular urgency of preventing a measure directed against them abroad; this shall, however, lapse if security is not provided within 20 days (see also LD Munich, order of 11 December 2024, UPC_CFI_791/2024, p. 15).

Decision on costs and subsequent main proceedings

51. In the present case, a preliminary ruling on costs was required under the case law of the Court of Appeal of the UPC on provisional measures (Court of Appeal, Order of 16 September 2024 – ICPillar v. SVF Holdco, UPC CoA 301/2024, para. 41).

52. Furthermore, pursuant to Rule 213.1 of the RoP, a time limit had to be set for the commencement of proceedings on the merits. This is not at the discretion of the court (Munich local division, Order of 9 December 2024, CFI_755/2024, para. 73 – Avago v Realtek; Munich local division, Order of 19 February 2025, CFI_112/2025, para. 66). In this respect, a period of 31 calendar days or 20 working days, whichever is longer, from the service of the order – and not, to the extent that the further application is dismissed, from the conclusion of any appeal proceedings against these measures or the fruitless expiry of the relevant appeal periods – is appropriate for the respective respondent.

Notification of the EU authorities

53. In view of the potential implications of this legal dispute for EU competition law, and having regard to Articles 1 and 20 of the UPC Agreement as well as Articles 101 and 102 TFEU, the European Commission, pursuant to Articles 6 and 15(2) of Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (ECJ, 28 February 1991 – C-234/89 – Delimitis v Henninger Bräu; ECJ, 2 October 2003 – C-172/01 P – International Power v NALOO) regarding the present order. There is also a particular interest in this information due to the proceedings brought by the EU against the People's Republic of China before the WTO.

ORDER:

- I. The respondents are hereby prohibited, by way of a provisional measure, from applying for an anti-suit injunction in the form of an interim licence and/or from taking any other equivalent judicial or administrative measure which would directly and/or indirectly prevent and/or is intended to prevent the applicants pursue or continue patent infringement proceedings before the UPC in respect of their European patents falling within the jurisdiction of the UPC, within the scope of the UPC Agreement, and/or to enforce any resulting judgments and/or measures,

in particular where this

the applicants are and/or are intended to be prevented from

1. to continue the patent infringement proceedings UPC_CFI_662/2025 and/or UPC_CFI_661/2025,
2. to enforce any judgments and measures issued in the patent infringement proceedings UPC_CFI_662/2025 and/or UPC_CFI_661/2025 against the respondents or the other defendants or affiliated group companies or other companies within the Geely Group;

whereby this injunction also includes:

3. the requirement to withdraw the application for an interim licence dated 8 April 2026 in proceedings (2025) Zhe 01 Zhi Min Chu No. 83 before the Hangzhou Intermediate People's Court with immediate effect, but at the latest within 24 hours of service of this injunction order, with effect for the territory covered by the UPC Agreement, or to take other procedurally appropriate measures to revoke such an interim licence with effect for the territory covered by the UPC Agreement;
4. a prohibition on continuing the interim licence proceedings (2025) Zhe 01 Zhi Min Chu No. 83 before the Hangzhou Intermediate People's Court, except for the purpose of withdrawing the application or making any other declaration for the purpose of final revocation with effect for the territory covered by the UPC Agreement;
5. a prohibition on the applicants seeking, by means of a court or administrative order aimed at prohibiting the present proceedings, to conduct patent infringement proceedings based on their patents before the competent divisions of the UPC and/or to enforce any resulting judgments;

whereby the above requirements and prohibitions also include taking appropriate action in respect of affiliated companies, making full use of the possibilities available under group law

and whereas the proceedings in the main action for the determination of rates (2025) Zhe 01 Zhi Min Chu No. 83 before the Hangzhou Intermediate People's Court, as at 23 July 2025 is not covered by the above injunction.

- II. In the event of a breach of any of the orders under Section I by one or all of the respondents, a penalty payment of up to €50,000,000 may be imposed.
- III. For each day of continued non-compliance with any of the orders under Section I, a penalty payment of up to €500,000 per day may be imposed.
- IV. The order is initially enforceable without the provision of security. However, enforceability shall cease if the applicants have not, within 20 days, provided security in the form of a deposit or bank guarantee in the amount of €600,000 in favour of the respondents.
- V. The provisional measures ordered shall, on application by the respondents and without prejudice to any claims for damages, be revoked or otherwise rendered ineffective if the applicants do not, within a period of 31 calendar days or 20 working days – whichever is the longer – from the date of issue of this order, initiate proceedings on the merits before the Unified Patent Court.
- VI. In all other respects, the application is dismissed.
- VII. The respondents shall bear the costs of the proceedings.
- VIII. The value in dispute is set at €5 million.
- IX. The Registry of the Court shall forward a copy of this order to the European Commission.

NOTE TO THE RESPONDENTS

The respondents may apply for a review of the order within 30 days of the measure being enforced (Art. 62(5), 60(6) UPC Agreement, Rules 212.3 and 197.3 RoP).

Issued in Mannheim on 20 April 2026

NAMES AND SIGNATURES

<p>Presiding Judge Tochtermann</p>	<p>PeterMichaelDr. Tochtermann Digitally signed by Peter Michael Dr. Tochtermann Date: 20 April 2026 11:48:15 +02'00'</p>
<p>Legally qualified judge Sender</p>	<p>Tobias Sender signed by Digital Date: 20 April 2026 10:44:17 +02:00</p>
<p>Legally qualified judge Kupecz</p>	<p>AndrásFerenc Kupecz Digitally signed by András Ferenc Kupecz Date: 20 April 2026 10:50:38 +02:00</p>
<p>On behalf of the Deputy-Registrar: Kranz, Clerk, Mannheim LD Court</p>	<p>Digitally signed Andreas Michael Kranz 20 April 2026 12:03:17 +0200 Unified Patent Court Einheitliches Patentgericht Jurisdiction unifiée du brevet</p>