



The Hague - Local Division
UPC_CFI_565/2024
UPC-CFI-0002246/2025

Order
of the Court of First Instance of the Unified Patent
Court issued on 28 May 2026
regarding: exchange of licenses & confidentiality club

Claimant:

- | | |
|---|------------------------------------|
| 1) Koninklijke KPN N.V.
Wilhelminakade 123
3072 AP Rotterdam
The Netherlands | represented by
Peter van Gemert |
|---|------------------------------------|

Also "KPN"

Defendant:

- | | |
|---|----------------------------------|
| 1) Oleading B.V.
Weena 505, 15th floor, space B1512
518100 Shenzhen, Guangdong Province
People's Republic of China | represented by
Rien Broekstra |
| 2) Reflection Investment B.V.
Hofplein 20
3032 AC Rotterdam
The Netherlands | represented by
Rien Broekstra |
| 3) Orope Germany GmbH
Graf-Adolf-Platz 15
40213 Düsseldorf
Germany | represented by
Rien Broekstra |
| 4) OTECH Germany GmbH
Graf-Adolf-Platz 15
40213 Düsseldorf
Germany | represented by
Rien Broekstra |

5) Guangdong OPPO Mobile Telecommunications Corp. represented by
No. 18, Haibin Road, Wusha, Chang'an Town Rien Broekstra
Dongguan, Guangdong
Republic of China

Together also "Oppo".

PATENTS AT ISSUE:

EP2337403 and EP3944587

DECIDING JUDGE

Presiding judge **Edger Brinkman**
Judge-rapporteur **Edger Brinkman**

LANGUAGE OF THE PROCEEDINGS: English

Subject-matter of the proceedings:

Infringement action

GROUNDS

Following the case management hearing of 11 May 2026, parties have largely converged on the text of the (amended) order for access to licenses and the confidentiality club. Only a few outstanding issues need to be decided. KPN requests (in red is some additional text as compared to a previous order, marked yellow is contended):

1. *Ultimately within **five weeks after the order**, Claimant will grant access to **external** counsel to Defendants and any external experts hired by Defendants all Claimant's licenses for smartphone manufacturers since 2015, including earlier licenses in case of a renewal of such license in the period since 2015, to the extent not already provided following the Order ORD_17693/2025 of 23 April 2025, including in particular any license agreement concluded with █████ █████ and █████ since 2015 (hereinafter together: the "Materials");*
2. *In case in the proceedings before the LG Düsseldorf, certain employees of Oppo have been granted access to certain license(s), such access is mirrored in these proceedings, and the same conditions will apply. This access excludes access under this Order regarding the license agreement which Claimant has indicated should not have been disclosed under the scope of the disclosure in the context of the proceedings before the LG Düsseldorf, unless the LG Düsseldorf decides differently on the application filed by Claimant on 30 April 2025;*

3. The same confidentiality regime as agreed by the parties in the LG Düsseldorf case (“Geheimhaltungsvereinbarung in den Gerichtsverfahren 4b O 27 /22 und 4b O 44/22”) will apply to the extent that Oppo employees have obtained access;
4. The Court notes that, in the event of a culpable contravention of the obligation in item 3, the Court may impose on the respective party a recurring penalty payment of up to € 250,000 for each contravention;
5. Claimant shall specify to what extent this disclosure corresponds with the German disclosure, i.e. which licenses have been disclosed in both proceedings;
6. In relation to the disclosure of license agreements concluded with Apple, i.e. documents referred to by Claimant as F-BB27A up to and including F-BB27-F in the UPC CFI 2246/2025 matter (“Apple Documents”), the following additional items apply:
 - a. The Defendants will notify counsel for Apple Inc. at Simmons & Simmons LLP within two working days after the Order of the identity of any external expert to which Defendants **currently** intend to provide the Apple Documents and may at any time **following the Order** provide a further notification for a further or new external expert;
 - b. Within five working days of **receiving** the notification in item a., Apple may lodge an objection at the Court against the proposed expert;
 - c. In case an objection as referred to in item b. is timely lodged, the Court shall decide how to proceed in relation to the Apple Documents;
 - d. Any delay caused by this process and, if applicable, dealing with any objection by Apple will **entitle the Defendants to supplement their submissions at a later time equal to the delay in relation to the Apple Documents**;
 - e. If Apple does not lodge objections within the period referred to in item a., counsel for the Defendants shall be entitled to provide Apple Documents to the external expert identified pursuant to item a., provided that the expert provides an undertaking that they will comply with the confidentiality regime set out in the Order **prior to such receipt**. The undertaking may stipulate that liability for non-compliance remains with the Defendants;
 - f. Apple shall be notified as soon as reasonably practicable if either party becomes aware of a breach or suspected breach of confidentiality relating to the Apple Documents and/or other Apple confidential information disclosed under this Order;
 - g. Apple shall be notified of the destruction or deletion of all copies of the Apple Documents and/or other Apple confidential information disclosed under this Order at the conclusion of the proceedings;
7. The deadline for the Statement of Defence shall be **three months and five weeks** after the **date of the order**;

8. The Defendants shall not be precluded from applying for access by one or more natural persons employed by the Defendants to Materials that they deem relevant to their defense. Such an application does not in itself entitle the Defendants to access. The Court shall rule on whether further access is granted and, if so, under what conditions, after hearing the relevant licensee(s) and KPN providing a term of at least 10 working days;
9. Defendants remain entitled to supplement their submissions at a later stage where these supplements relate to Materials which remained insufficiently accessible due to the initial confidentiality restrictions;
10. In the event that in the proceedings concerning EP 3 349 412 before the LD Düsseldorf of the UPC (UPC_CFI_249/2026) allows the use of the Materials in those proceedings, the parties agree that the disclosure and confidentiality arrangements in these proceedings shall apply to such use.

First, Oppo wish to extend the deadline for their statement of defence until full and final disclosure of the licenses that KPN will grant has taken place. KPN rightly opposes this. It was the parties (and JR's) intention in parallel case 565/2024 to indeed arrange the access to KPN licenses first, before the SoD needed to be filed to enable a full defence rather than a defence based on access to licenses for the purposes of a FRAND argument. However, this has resulted in significant delay since KPN granted access to many licenses but not to a few where objections were filed by the counterparties. Further delay, also given the objective of the UPC to handle cases within one year, can no longer be tolerated. Importantly, KPN also indicated it will not oppose to Oppo supplementing "their submissions at a later stage in relation to Materials that remained insufficiently accessible due to confidentiality restrictions". Oppo may therefore amend its defence on that basis. The Court further takes into consideration that Oppo's external expert has already had access for considerable time to all licenses, save for the Apple license. While the parallel case 2246/2025 was initiated much later, it does not make sense to decide differently as it is the same disclosure in both cases.

Second, Oppo wish to limit the response time of any counterparties from 10 to 5 days, regarding an application they may file for access by one or more natural persons employed by the Defendants to Materials that they deem relevant to their defense (number 8). As regards disclosure to in-house personnel, KPN submits that a period of five working days for licensees to lodge objections is insufficient and inconsistent with the legitimate expectations of KPN's licensees. The Court understands that Oppo wants this process to be fast and such counterparties may already anticipate such application and do their "homework". At this point, the Court will therefore side with Oppo. However, in exceptional circumstances a counterparty may request an extension to 10 days. KPN will of course ensure that a counterparty receives notification of such application forthwith.

The below order updates the existing orders. KPN have informed the Court that Apple does not object to the expert proposed by Oppo, so 6.a-6.e have already been complied with (and no further time is lost due to this process).

ORDER

The Court:

1. Ultimately within **five weeks after this order**, Claimant will grant access to external counsel to Defendants and any external experts hired by Defendants all Claimant's licenses for smartphone manufacturers since 2015, including earlier licenses in case of a renewal of such license in the period since 2015, to the extent not already provided following the Order ORD_17693/2025 of 23 April 2025, including in particular any license agreement concluded with █████ █████ and █████ since 2015 (hereinafter together: the "Materials");
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3. The same confidentiality regime as agreed by the parties in the LG Düsseldorf case ("Geheimhaltungsvereinbarung in den Gerichtsverfahren 4b O 27 /22 und 4b O 44/22") will apply to the extent that Oppo employees have obtained access;
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 - b. Within five working days of receiving the notification in item a., Apple may lodge an objection at the Court against the proposed expert;
 - c. In case an objection as referred to in item b. is timely lodged, the Court shall decide how to proceed in relation to the Apple Documents;

- d. Any delay caused by this process and, if applicable, dealing with any objection by Apple will entitle the Defendants to supplement their submissions at a later time equal to the delay in relation to the Apple Documents;
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11. The deadline for the Statement of Defence shall be **three months** and five weeks after the date of the order;
 12. The Defendants shall not be precluded from applying for access by one or more natural persons employed by the Defendants to Materials that they deem relevant to their defense. Such an application does not in itself entitle the Defendants to access. The Court shall rule on whether further access is granted and, if so, under what conditions, after hearing the relevant licensee(s) and KPN providing a term of at least 5 working days;
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 14. In the event that in the proceedings concerning EP 3 349 412 before the LD Düsseldorf of the UPC (UPC_CFI_249/2026) allows the use of the Materials in those proceedings, the parties agree that the disclosure and confidentiality arrangements in these proceedings shall apply to such use.

<p>Presiding Judge and Judge Rapporteur</p>	<p>Edger Frank BRINKMAN</p> <p>Digitally signed by Edger Frank BRINKMAN Date: 2026.05.28 17:28:16 +02'00'</p>
<p>For the Deputy Registrar</p>	<p>Larissa Donata Hageman</p> <p>Digitally signed by Larissa Donata Hageman Date: 2026.05.28 17:13:29 +02'00'</p>