

## ITMA ASIA + CITME, Singapore 2025

### Trademark and Intellectual Property Service REGULATION (“IP Regulation”)

During ITMA Asia + CITME, Singapore 2025, a Trademark and Intellectual Property Service (“**IP Service**”) will be set up on-site by ITMA Services Pte Ltd (“**Organiser**”) to provide support to exhibitors (“**Exhibitors**”) on matters relating to intellectual property rights.

By participating in the ITMA Asia + CITME, Singapore 2025, Exhibitors agree to adhere to the IP Regulation as set out below:

<p><b>Introduction</b></p>
<p>Trade shows, like ITMA ASIA + CITME, Singapore 2025, are considered one of the most effective promotional platforms for companies to present and market their products and services to targeted customers. Many companies also use trade shows to launch new products and services.</p>
<p>It may be possible that exhibitors discover at such trade shows other displayed products that allegedly infringe the intellectual property rights subsisting in their exhibits. This is similarly the case for ITMA ASIA + CITME, Singapore 2025.</p>
<p>It is important to note that any proceeding administered as part of the IP Service during ITMA ASIA + CITME, Singapore 2025 is not a legal proceeding and does not carry the weight of such. Proceedings administered as part of the IP Service are governed by this IP Regulation and the terms of any other agreement entered into by Exhibitors in relation to ITMA ASIA + CITME, Singapore 2025. Although such proceedings may be useful for obtaining evidence documenting any alleged infringement, they do not prevent the alleged infringer from exhibiting or distributing the exhibits and/or materials at issue (“<b>Offending Exhibits</b>”) outside of ITMA ASIA + CITME, Singapore 2025.</p>
<p>The IP Service is a service meant to provide quick and effective intervention for Exhibitors to protect their intellectual property rights during ITMA ASIA + CITME, Singapore 2025.</p>
<p>This IP Regulation prescribes the regulations that Exhibitors, by participating in ITMA ASIA + CITME, Singapore 2025, agree to abide by, and is not intended to replace or in any way affect the application of any relevant laws or regulations.</p>
<p><b>The objectives of the IP Service are as follows:</b></p>
<p>1) to inform Exhibitors of the current state of Singapore law pertaining to intellectual property rights, as well as the available options for intellectual property rights protection;</p>
<p>2) to assist Exhibitors alleging infringement of intellectual property rights subsisting in their exhibits in relation to other products and display and/or materials made available at ITMA ASIA + CITME, Singapore 2025 (together, “<b>Claimants</b>”, and each a “<b>Claimant</b>”);</p>
<p>3) to investigate such allegations of infringement at ITMA ASIA + CITME, Singapore 2025, assist Exhibitors in obtaining relevant evidence, and/or minimise the exposure of the Offending Exhibits as the Panel (as defined in Article 2 below) deems appropriate by removing the same from the exhibition venue or covering and removing from view.</p>

#### Article 1 – IP Service

1.1 The IP Service is set up with the aim of protecting the interests of the Exhibitors in relation to their intellectual property rights during ITMA ASIA + CITME, Singapore 2025. The IP Service will be available for the duration of ITMA ASIA + CITME, Singapore 2025, from 27 to 31 October 2025, between 9 am and 5 pm (Singapore time). All Exhibitors must adhere to this IP Regulation, as well as the ITMA ASIA + CITME, Singapore 2025 - General Regulations and the terms of any other agreement they enter into in relation to ITMA ASIA + CITME, Singapore 2025, and all applicable laws and regulations.

#### Article 2 – Role of the IP Service

The role of the IP Service is to:

- a) respond to Exhibitors’ general queries on the protection of intellectual property rights in Singapore (“**Information Service**”);
- b) investigate and document on behalf of the Claimant the alleged infringement by way of a report comprising, among others, photographs of the Offending Exhibit (“**Infringement Investigation Service**”); and
- c) convene a panel (“**Panel**”) to conduct an inquiry to assess if the Claimant’s intellectual property rights have been infringed and, on a finding of infringement, order that the Offending Exhibit be removed from the exhibition venue or, if such removal is unfeasible, that the Offending Exhibit be covered and removed from view (“**Removal Order Service**”).

#### Article 3 – IP Service Personnel

3.1 During ITMA ASIA + CITME, Singapore 2025, the IP Service will be managed on behalf of the Organiser by David Llewelyn & Co LLC.

The IP Service will be available from 27 to 31 October 2025 between 9 am and 5 pm (Singapore time) and will comprise representatives from David Llewelyn & Co LLC, as well as any other experts specialising in any or all of the fields of patents, trademarks, industrial designs and copyright (together, “**Service Personnel**”).

3.2 The Service Personnel will make available to Exhibitors a list of Singapore-qualified lawyers, which shall be posted by the Organiser on the online Exhibitor Centre by 29 April 2025. On being notified of an infringement complaint, the alleged infringer, as represented by its assigned personnel at the relevant exhibition booth (“**Alleged Infringer**”), shall have the discretion to engage one of the listed Singapore-qualified lawyers or any other lawyer that it may deem fit. Such engagement shall be on terms separately agreed upon between the Alleged Infringer and the lawyer engaged, and any fees that may be chargeable shall be paid directly by the Alleged Infringer to the lawyer engaged.

#### Article 4 – Information Service

4.1 Exhibitors with general queries on intellectual property rights in Singapore and who wish to find out more about intellectual property rights protection may approach the Service Personnel with their queries.

4.2 The Information Service is free and reserved for Exhibitors only.

#### Article 5 – Infringement Investigation Service

5.1 Through the Infringement Investigation Service, Claimants can obtain documentation of the Offending Exhibit.

5.2 The Service Personnel shall only commence Infringement Investigation Service if it assesses that, based

on the available information, there is a *prima facie* case of infringement.

5.3 Following a finding of a *prima facie* case of infringement, an Infringement Investigation Service shall commence with the objective of documenting the alleged infringement.

5.4 A Claimant who wishes to have the Offending Exhibit removed shall make a request for Removal Order Service (as defined in Article 8.1 below) to the Service Personnel on the conclusion of the Infringement Investigation Service.

5.5 The applicable fee for Infringement Investigation Service shall be SGD500.00 (Singapore Dollar five hundred), which shall be paid directly by the Claimant to Service Personnel.

#### Article 6 – Request for Infringement Investigation Service

6.1 A Claimant who wishes to request for Infringement Investigation Service shall submit to the Service Personnel the required application form, including the grounds of the complaint, requisite payment, as well as proof of validity of registration in Singapore of the intellectual property rights allegedly infringed and the Claimant’s standing to make the complaint as the proprietor or exclusive licensee of such intellectual property rights.

6.2 A sum of SGD500.00 (Singapore Dollar five hundred), being the fee for the Infringement Investigation Service, is payable by the Claimant to the Service Personnel at the time of submitting the relevant application form, and the Service Personnel shall collect all information necessary for such billing.

6.3 After reviewing the submitted application and information, the Service Personnel shall invite the Alleged Infringer to provide proof of valid registration in Singapore of the intellectual property rights subsisting in the Offending Exhibit. On provision of documents showing that the Claimant’s intellectual property rights are validly registered in Singapore and without the same from the Alleged Infringer, the Service Personnel shall grant the application and appoint at least two (2) members of the Service Personnel to access and take photographs of the Offending Exhibit (“**Infringement Investigation**”). The Alleged Infringer may request that the Infringement Investigation be conducted in the presence of its legal representative (whether it be one of the Singapore-qualified lawyers referred to in Article 3.2 above or another appointed counsel), provided the Service Personnel does not deem that the presence of such legal representative will cause unreasonable delay to the Infringement Investigation or negatively affect the rights of the Claimant.

6.4 On being notified of a complaint against it, the Alleged Infringer:

- a) must allow the Service Personnel to access and take photographs of the Offending Exhibit;
- b) shall, if requested by the Service Personnel, sign the formal written notification;
- c) may submit statements in relation to the complaint within 24 hours, to be included in the Investigation Report referred to in Article 6.5.

6.5 The Service Personnel shall prepare a report recording the details of the complaint, including statements by the Claimant and Alleged Infringer, and, where applicable, their respective appointed experts, as well as photographs taken of the Offending Exhibit (“**Investigation Report**”). There shall be three (3) copies of the Investigation Report, with one copy to the Claimant, Alleged Infringer and Service Personnel respectively.

6.6 Where the Alleged Infringer refuses or fails to comply with Article 6.4 above, the Service Personnel shall immediately inform the Organiser of the same, and the Organiser, in turn, reserves the right to adopt any measure as it deems appropriate in response.

Article 7 – Investigation Report

The Investigation Report shall be final and conclusive, whether or not it has been signed by the Claimant or the Alleged Infringer.

Article 8 - Removal Order Service

8.1 A panel comprising three (3) members of the Service Personnel (“**Panel**”) shall be convened to decide if an order for an Offending Exhibit to be removed from the exhibition venue or covered from view at ITMA ASIA + CITME, Singapore 2025 (“**Removal Order**”) should be made.

8.2 The Removal Order Service shall cost SGD1,000.00 (Singapore Dollar one thousand), which shall be paid directly by the Claimant to Service Personnel.

8.3 Where there is refusal or failure to comply with any Removal Order, the Panel shall immediately inform the Organiser of the same, and the Organiser, in turn, reserves the right to adopt any measure as it deems appropriate in response.

Article 9 – Request for Removal Order Service

9.1 Any Claimant who wishes to obtain a Removal Order must submit to the Service Personnel the required application form for Removal Order Service, including the grounds of the complaint, and requisite payment of SGD1,000, as well as proof of valid Singapore registration of the intellectual property rights allegedly infringed and the Claimant’s standing to make the complaint as the proprietor of or exclusive licensee to such intellectual property rights.

9.2 A sum of SGD1,000.00 (Singapore Dollar One thousand), being the fee for the Removal Order Service, is payable by the Claimant to the Service Personnel at the time of submitting the relevant request form, and the Service Personnel shall collect all information necessary for the billing.

9.3 After reviewing the submitted application and upon assessing that the information provided is sufficient, the Panel shall grant the application and schedule an inquiry for the purpose of determining if a Removal Order should be granted. The Panel shall notify the Claimant and Alleged Infringer of the scheduled date and time of the inquiry and invite them to attend the same. A duration of at least twelve (12) hours must have lapsed after notice is given to the Alleged Infringer before the inquiry is held to allow the Alleged Infringer to gather any necessary material and prepare its defence. After such notice to the Alleged Infringer and before the inquiry, the Panel shall, at its discretion, access and take photographs of the Offending Exhibit for the purpose of assisting its assessment during the inquiry.

9.4 During the inquiry, the Claimant and Alleged Infringer shall present their respective cases to the Panel in order to enable the Panel to assess the existence and validity of the Claimant’s intellectual property rights and whether these rights have, in the view of the Panel, been infringed by the Alleged Infringer as claimed.

9.5 The Alleged Infringer shall have the discretion to engage one of the listed Singapore-qualified lawyers or any other lawyer that it may deem fit. Such engagement shall be on terms separately agreed upon between the Alleged Infringer and the lawyer engaged, and any fees that may be chargeable shall be paid directly by the Alleged Infringer to the lawyer engaged.

9.6 The Panel shall, as far as possible, encourage an amicable resolution between the Claimant and the Alleged Infringer.

9.7 On being notified of a complaint against it, the Alleged Infringer:

- a) must allow any of the member of the Panel to access the booth and take photographs of the Offending Exhibit, if so requested by the member of the Panel;
- b) shall, if requested by the Panel, sign the formal written notification; and
- c) may submit statements in relation to the complaint, which shall be included in the Panel Report referred to in Article 9.8.

9.8 Following the inquiry, the Panel shall prepare a report including the details of the complaint, statements by the Claimant and Alleged Infringer, and, where applicable, their respective appointed experts, as well as photographs of the Offending Exhibit (“**Panel Report**”). There shall be three (3) copies of the Panel Report, with one copy to the Claimant, Alleged Infringer and Service Personnel respectively.

9.9 The Panel shall inform the Claimant and the Alleged Infringer of its decision within four (4) hours of the inquiry. Where the Panel determines that the Claimant’s intellectual property rights have been infringed, the Panel shall issue a Removal Order ordering the removal of the Offending Exhibit from the exhibition venue. Where possible, a sample of the Offending Exhibit shall also be retained by the Organiser. If the nature of the Offending Exhibit does not allow for its removal, all or part of the Offending Exhibit shall be covered, as the Panel deems appropriate.

9.10 Where the Alleged Infringer refuses or fails to comply with any direction given by the Panel (including a Removal Order), the Panel shall immediately inform the Organiser of the same, and the Organiser, in turn, reserves the right to adopt any measure as it deems appropriate in response.

9.11 The decision of the Panel shall be final and conclusive, and the Alleged Infringer shall comply with any Removal Order that may be granted, whether or not it has been signed by the Claimant or the Alleged Infringer.

#### Article 10 – Confidentiality

10.1 Any information disclosed in connection with the Claimant’s infringement complaint and the resolution thereof that is not already in the public domain as at the date of the disclosure shall be kept confidential by the receiving party.

10.2 The Service Personnel shall be obliged to respect the confidential nature of the information collected, and may not use it for purposes other than the performance of the IP Service.

#### Article 11 – Liability

11.1 Any complaint, Infringement Investigation or finding by the Panel shall not limit the right of the Claimant to file a claim for infringement in any court of law under any relevant legislation.

11.2 The Claimant is alone is responsible for the validity and accuracy of any information it provides in relation to its infringement complaint, as well as any liability that may arise therefrom, including any error and/or omission in such information. The Claimant holds the Organiser and the Service Personnel harmless from any liability that may arise from its use of such information for the purpose of the IP Service.

11.3 The Exhibitors acknowledge that any request for Infringement Service or Removal Order may be disruptive to ITMA ASIA + CITME, Singapore 2025. Exhibitors shall therefore only make a complaint where it believes in good faith that the intellectual property rights subsisting in its exhibit and/or material have been infringed. Claimants shall be fully liable for any damages or losses resulting from or in connection with their complaints.

11.4 The Organiser and Service Personnel shall be in no way liable for any damages or losses resulting from or in connection with the provision of the IP Service, including but not limited to any Infringement Investigation or Removal Order.

Article 12 – Dispute Resolution

In the event of any dispute, controversy or claim arising out of or in connection with this IP Regulation and/or the IP Service, the parties shall submit the dispute to be resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Article. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

The Organiser reserves the right to amend this IP Regulation.

The Organiser, ITMA Asia + CITME, Singapore 2025  
Dated 27 Mar 2025