

关于Neurio纽瑞优品牌产品产地及生产主体的声明

我们近期注意到市场上出现了由广州奥提瓦生物科技有限公司（以下简称：奥提瓦公司）生产并销售的声称为“产自新西兰”的“Neurio纽瑞优”产品。此外，部分奥提瓦公司生产及销售的假冒产地的“Neurio纽瑞优”产品在产品包装上盗用了SUNNYA Pty Ltd（以下简称：SUNNYA公司）的产品条码。

为保障广大消费者权益，进一步打击市场乱象，维护健康的市场经济环境，JATCORP集团及其重要子公司SUNNYA公司特此向广大消费者郑重声明：

一、SUNNYA公司拥有“Neurio纽瑞优”商标在澳大利亚及新西兰地区的所有权

“Neurio纽瑞优”品牌源于澳洲和新西兰，“Neurio纽瑞优”商标在澳大利亚及新西兰地区的所有权均属于SUNNYA公司。

奥提瓦公司的行为罔顾了Sunnya公司作为澳大利亚和新西兰“Neurio纽瑞优”商标所有者的基本事实，罔顾了Sunnya公司作为澳大利亚和新西兰“Neurio纽瑞优”品牌产品唯一合法生产商的基本事实，严重误导了消费者对产品产地与合法性的判断，严重侵犯了Sunnya公司的合法权益。

支持文件：

附件一：新西兰及澳大利亚“NEURIO”、“纽瑞优”商标注册证书

二、奥提瓦公司生产并销售的“产自新西兰”的Neurio纽瑞优产品系假冒产地产品

自2022年12月起，所有Neurio纽瑞优产品均由SUNNYA公司在澳大利亚本土生产，从未在新西兰授权任何企业或个人进行生产。

根据新西兰奥克兰高等法院及澳大利亚新南威尔士州最高法院裁定，禁止广州奥提瓦公司、何英汉（Yinghan He）、陆彦霞（Yanxia Lu）、新西兰美大食品集团（Supermega Market Limited）、新西兰美大乳业有限公司（MegaDairy Limited）等采取任何措施在澳大利亚或新西兰生产任何带有“Neurio纽瑞优”品牌的包装以最终出售给中国消费者。

因此，为保障广大消费者权益，JATCORP集团及SUNNYA公司特此向广大消费者声明：

任何“产自新西兰”的Neurio纽瑞优产品系假冒产地产品。

支持文件:

附件一: 新西兰及澳大利亚“NEURIO”、“纽瑞优”商标注册证书

附件二: 新西兰奥克兰高等法院判决书节选

附件三: 澳大利亚新南威尔士州最高法院判决书节选

附件四: 澳大利亚新南威尔士州上诉法院判决书节选

三、奥提瓦公司盗用SUNNYA公司的产品条形码行为严重误导了消费者

经重庆市第一中级人民法院裁定，奥提瓦公司所生产的部分产品在包装中盗用了SUNNYA公司已注册、登记、使用的条形码编码，严重误导了消费者，侵犯了SUNNYA公司的合法权益。

Neurio纽瑞优系列产品所使用的条形码（GTIN）由澳大利亚权威编码机构 GS1 Australia 注册，其公司前缀号 93476970 所覆盖的完整条码范围为：934769700000 – 934769709999。该编码范围由SUNNYA Pty Ltd独家注册并合法持有，仅授权用于SUNNYA公司在澳大利亚本土生产的Neurio品牌产品。

经核查发现，奥提瓦公司未经授权，擅自在部分Neurio产品中使用了上述条码段中的多个编号，严重侵犯了SUNNYA公司对Neurio品牌产品条形码的所有权及使用权。奥提瓦公司的行为严重涉嫌生产假冒伪劣产品，涉嫌恶意误导消费者对产品产地与合法性的判断。

在SUNNYA公司起诉广州奥提瓦生物科技有限公司的不正当竞争案件中，**法院已明确认定奥提瓦公司擅自使用SUNNYA公司条形码构成侵权行为**，并于2025年3月31日作出一审判决，裁定SUNNYA公司胜诉。相关侵权事实包括条形码使用、包装装潢近似、虚假宣传等内容，均已在法院裁判文书中明确列示。

为保障消费者合法权益，JATCORP集团及SUNNYA公司在此提醒广大消费者，在购买Neurio纽瑞优产品时，应依据以下标准辨识真伪：

- 产地标识为“澳大利亚”，并注明供应商“SUNNYA Pty Ltd”；
- 包装上印有JAT公司独有商标，及澳大利亚制造袋鼠标识；
- 每罐均配有可溯源二维码，可登录 <https://trace.Neurio.com.au> 进行验证。

支持文件:

附件五: 重庆市第一中级人民法院民事判决书节选

附件六: 部分涉案条形码查询结果

四、关于SUNNYA公司起诉纽瑞优（广州）贸易有限公司（“纽瑞优公司”）与广州奥提瓦生物科技有限公司（“奥提瓦公司”）不正当竞争案的进展更新。

2025年3月31日，中国重庆市第一中级人民法院已就SUNNYA起诉奥提瓦公司不正当竞争一案作出判决，认定奥提瓦公司及其他被告**侵权行为成立**，判决内容包括：

1. 被告须立即停止在“纽瑞优Neurio京东自营旗舰店”及线下门店销售侵权产品；
2. 被告须立即停止虚假宣传及一切不正当竞争行为；
3. 被告须在奥提瓦公司官网连续三天刊登声明消除影响，内容须经法院审查；
4. 判令纽瑞优公司赔偿SUNNYA公司经济损失2616912元人民币（约合57.3万澳元），其中奥提瓦公司对其中100万元承担连带责任。

支持文件：

附件五：重庆市第一中级人民法院民事判决书节选

五、关于Jatcorp集团及Sunnya公司诉何英汉、陆彦霞及Easter Wu（吴逸）等相关方案的进展更新

2025年4月24日，澳大利亚新南威尔士州上诉法院在案件编号[2025] NSWCA 79中，针对Sunnya Pty Ltd（以下简称“Sunnya”）与何英汉（Mr Yinghan He）、陆彦霞（Ms Yanxia Lu）及其关联实体（包括广州纽瑞贸易有限公司（Niurui）和广州奥体瓦生物科技有限公司（GABT））（统称“何方”），以及前供应商Easter Wu（吴逸）及其Supermega集团（统称“吴方”）之间的争议，作出全面有利于Sunnya的终审判决。本次判决标志着本案的重要里程碑。

（一）一审认定的事实及判决

在一审判决中，新南威尔士州最高法院确认了以下事实并做出了相关判决：

1. 法院认定了 Sunnya 公司对其澳大利亚和新西兰 Neurio 商标拥有合法权利。
2. 法院认定了何英汉与陆彦霞向法院提供了虚假证据。
3. 法院认定了何方在担任 Sunnya 公司董事期间严重违反受托责任，试图将 Sunnya 拥有的“Neurio”商标非法转移至自身名下。
4. 法院认定了何方与吴方合谋转移本应归属于 Sunnya 的商业机会，这些商业机会受到其

在澳新地区 Neurio 商标权的保护。

5. 法院认定了何英汉与陆彦霞在得知 Sunnya 公司申请冻结令后，进行转账操作以逃避债务，构成“逃避债权人责任”的行为。
6. 法院认定了何方促成并纵容其关联方通过销售带有“NRIO/NRI”品牌标识的产品，实质侵占了 Sunnya 在中国市场的 Neurio 品牌利益。
7. 法院认定了吴方向法院提交了伪造文件和虚假证据。
8. 法院认定了吴方在何方的不当行为中存在共谋，因此应对 Sunnya 公司所遭受的损失承担赔偿责任。
9. 法院发布了针对何英汉、陆彦霞、其关联方以及 Easter Wu（吴逸）与其关联方就“NRIO/Neurio”相关业务行为的永久禁令并判决赔偿，禁止何方及吴方进一步干扰 Sunnya 公司的正常经营。相关禁令主要包括：
 - 1) 禁止何英汉和陆彦霞参与在中国销售 Neurio 品牌产品的商业机会。
 - 2) 禁止何英汉和陆彦霞在澳大利亚或新西兰制造、市场营销、销售、分销或出口任何 NRIO 品牌产品，或任何其他将通过 Neurio 品牌包装在中国销售给最终消费者的产品。
 - 3) 禁止 NZFDA 生产、营销、销售或出口 NRIO 品牌产品，或将其以 Neurio 包装形式销往中国、出售给 Sunnya 以外的第三方。

（二）上诉法院判决

1. 上诉法院认定，何方实施“虚假发票”与“低价销售”行为的目的是不正当的，并且这些行为绝不符合 Sunnya 公司的最佳利益。这一胜诉将使本公司及 Sunnya 公司可获得的最终索赔金额增加数百万澳元以上。
2. 驳回何方与吴方提出的全部上诉请求，其中主要包括：
 - 1) 法院驳回了何方反对一审法院做出的“认为何英汉和陆彦霞对 Sunnya 公司承担的受托义务在上述二人于 2022 年 11 月辞去 Sunnya 董事职务之后仍然持续，从而禁止何英汉和陆彦霞参与在中国销售 Neurio 品牌产品的商业机会”的判令的上诉。

- 2) 法院驳回了何方反对一审法院做出的“禁止何英汉和陆彦霞在澳大利亚或新西兰制造、市场营销、销售、分销或出口任何 NRIO 品牌产品，或任何其他将通过 Neurio 品牌包装在中国销售给最终消费者的产品”的判令的上诉。
 - 3) 法院驳回了何方反对一审法院做出的“认定何英汉和陆彦霞通过转移本应由 Sunnya 公司享有的、在中国销售 Neurio 品牌产品的商业机会，从而违反了对 Sunnya 的受托义务”的判定的上诉。
 - 4) 法院驳回了吴方反对一审关于“禁止 NZFDA 生产、营销、销售或出口 NRIO 品牌产品，或将其以 Neurio 包装形式销往中国、出售给 Sunnya 以外的第三方”的判定的上诉。
 - 5) 法院驳回了吴方反对一审关于“在 2022 年 12 月起明知产品将在中国以 Neurio 或 NRIO 包装销售的前提下，仍与何英汉和陆彦霞签订合同并代工生产配方奶粉小包装，从而协助其违反诚实信用及受托义务”的判定的上诉。
3. 何方与吴方需赔偿本公司及 Sunnya 公司全部上诉阶段的诉讼费用。
 4. 上诉法院同时推翻了一审法院作出的一些对本公司及 Sunnya 公司不利的一审费用裁定，进一步巩固了我方在整体案件中的优势地位。

(三) 后续安排

1. 先前由一审法院作出的禁令及限制令继续有效，何方与吴方仍被禁止干扰 Sunnya 公司在澳大利亚、新西兰及中国市场的 Neurio 产品销售。
2. 案件将进入第二阶段听证程序，以确定本公司及 Sunnya 公司应获得的最终赔偿金额。

支持文件：

附件三：澳大利亚新南威尔士州最高法院判决节选

附件四：澳大利亚新南威尔士州上诉法院判决节选

为进一步明确SUNNYA公司对NEURIO纽瑞优品牌在澳大利亚及新西兰的合法权属，并增强消费者对JAT正品NEURIO系列产品的信心，我们特此在附件中公开新西兰及澳大利亚商标证书、法院判决书节选及条形码归属权查询截图。

ENDS

JATCORP Limited

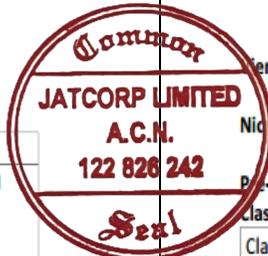


About Jatcorp Limited

Jatcorp (ASX: JAT), at the forefront of innovative technology servicing the world's largest retail markets. With a track record of successful product development and distinguished technology, JAT is a leading producer of supplementary food products, plant-based products and dairy food products

附件一：新西兰及澳大利亚“NEURIO”、“纽瑞优”商标注册证书

<div style="text-align: center;">  <p>Case Details Report Date and Time: 24 Oct 2024 06:19:48 p.m.</p> </div> <p>www.iponz.govt.nz INTERNATIONAL: +64 3 962 2607 NATIONAL: 0508 4 IPONZ (0508 447 669)</p> <p>IP Number: 1158888 Client Reference: SWTM-202009-003 Status: Registered Mark Nature: Trade Mark Mark Type: Combined Series: No Mark Name: Neuroio Intended use: The mark is being used or proposed to be used, by the applicant or with his/her consent, in relation to the goods/services</p> <p>Image:</p> <div style="text-align: center; font-size: 2em; color: #808080;">Neurio</div> <p>Vienna Codes: 27.5.1, 27.5.25</p> <p>Nice Classification Schedule: 11</p> <p>Pre-approved goods/services: Null Classes and Specifications:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Class</th> <th>Goods and Services Descriptions</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5</td> <td>Lacteal flour for babies; infant formula; powdered milk for babies; nutritional supplements; food for babies; syrups for pharmaceutical purposes; air purifying preparations; antiseptic cotton; swim diapers, disposable, for babies; swim diapers, reusable, for babies; diaper changing mats, disposable, for babies; dental mastics; diapers for pets; therapeutic preparations for the bath; glucose dietary supplements; yeast dietary supplements; albuminous preparations for medical purposes; royal jelly dietary supplements; propolis dietary supplements; disinfectants for hygiene purposes.</td> </tr> </tbody> </table> <p>Priority: None</p> <p>Agent:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">BUDDLE FINDLAY</td> <td>Physical : Level 17, Aon Centre, 1 Willis Street, Wellington 6011, NZ Postal : PO Box 2694, Wellington 6140, NZ Service : PO Box 2694, Wellington 6140, NZ Email Address:</td> </tr> </table> <div style="border: 2px solid red; padding: 5px; margin-top: 10px;"> <p>Applicant(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">SUNNYA PTY. LTD.</td> <td>Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU</td> </tr> </table> </div>	Class	Goods and Services Descriptions	5	Lacteal flour for babies; infant formula; powdered milk for babies; nutritional supplements; food for babies; syrups for pharmaceutical purposes; air purifying preparations; antiseptic cotton; swim diapers, disposable, for babies; swim diapers, reusable, for babies; diaper changing mats, disposable, for babies; dental mastics; diapers for pets; therapeutic preparations for the bath; glucose dietary supplements; yeast dietary supplements; albuminous preparations for medical purposes; royal jelly dietary supplements; propolis dietary supplements; disinfectants for hygiene purposes.	BUDDLE FINDLAY	Physical : Level 17, Aon Centre, 1 Willis Street, Wellington 6011, NZ Postal : PO Box 2694, Wellington 6140, NZ Service : PO Box 2694, Wellington 6140, NZ Email Address:	SUNNYA PTY. LTD.	Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU	<div style="text-align: center;">  <p>Case Details Report Date and Time: 24 Oct 2024 06:01:21 p.m.</p> </div> <p>www.iponz.govt.nz INTERNATIONAL: +64 3 962 2607 NATIONAL: 0508 4 IPONZ (0508 447 669)</p> <p>IP Number: 1141429 Client Reference: Neuroio Status: Registered Mark Nature: Trade Mark Mark Type: Combined Series: No Mark Name: Neuroio Intended use: The mark is being used or proposed to be used, by the applicant or with his/her consent, in relation to the goods/services</p> <p>Image:</p> <div style="text-align: center; font-size: 2em; color: #4169E1;">Neurio</div> <p>Vienna Codes: 24.17.4, 27.5.1, 27.5.25</p> <p>Nice Classification Schedule: 11</p> <p>Pre-approved goods/services: Null Classes and Specifications:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Class</th> <th>Goods and Services Descriptions</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">29</td> <td>Milk products; milk and milk products; fruit-based snack food; oils for food; processed vegetables; processed edible seaweed; potato chips.</td> </tr> </tbody> </table> <p>Priority: None</p> <p>Agent:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">BUDDLE FINDLAY</td> <td>Physical : Level 17, Aon Centre, 1 Willis Street, Wellington 6011, NZ Postal : PO Box 2694, Wellington 6140, NZ Service : PO Box 2694, Wellington 6140, NZ Email Address:</td> </tr> </table> <div style="border: 2px solid red; padding: 5px; margin-top: 10px;"> <p>Applicant(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">SUNNYA PTY. 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SUNNYA PTY. LTD.	Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU																



Case Details Report

Date and Time: 24 Oct 2024 06:03:24 p.m.



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INTERNATIONAL: +64 3 962 2607
NATIONAL: 0508 4 IPONZ
(0508 447 669)

IP Number: 1141430
Client Reference: Neuroio
Status: Registered
Mark Nature: Trade Mark
Mark Type: Combined
Series: No
Mark Name: Neuroio

Filing Date: 20 Feb 2020
Registration Date: 21 Aug 2020
Renewal Due Date: 20 Feb 2030
Under Proceeding: No

Intended use: The mark is being used or proposed to be used, by the applicant or with his/her consent, in relation to the goods/services

Image:

Vienna Codes: 24.17.4, 27.5.1, 27.5.25

Nice Classification Schedule: 11

Pre-approved goods/services: Null

Classes and Specifications:

Class	Goods and Services Descriptions
30	Beverages made of coffee; beverages with a coffee base; coffee; coffee-based beverages; coffee-based beverages containing milk; coffee-based drinks; instant coffee; cereal bars; cereal based snack food; breakfast cereals; probiotic chocolate-based snack bars; cocoa-based condiments and seasonings for food and drink; cinnamon powder; beverages with coffee, cocoa, chocolate or tea base; probiotic coffee-based snack bars; rice-based snack food.

Priority: None

Agent:

BUDBLE FINDLAY	Physical : Level 17, Aon Centre, 1 Willis Street, Wellington 6011, NZ Postal : PO Box 2694, Wellington 6140, NZ Service : PO Box 2694, Wellington 6140, NZ Email Address:
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Applicant(s):

SUNNYA PTY. LTD.	Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU
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Case Details Report

Date and Time: 24 Oct 2024 06:20:45 p.m.



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INTERNATIONAL: +64 3 962 2607
NATIONAL: 0508 4 IPONZ
(0508 447 669)

IP Number: 1236103
Client Reference: 015-04
Status: Registered
Mark Nature: Trade Mark
Mark Type: Word
Series: No
Mark Name: NEURIO

Filing Date: 01 May 2023
Registration Date: 25 Jun 2024
Renewal Due Date: 01 May 2033
Under Proceeding: No

Intended use: The mark is being used or proposed to be used, by the applicant or with his/her consent, in relation to the goods/services

Nice Classification Schedule: 12

Pre-approved goods/services: Null

Classes and Specifications:

Class	Goods and Services Descriptions
30	Beverages made of coffee; beverages with a coffee base; cocoa-based beverages; chocolate-based beverages; beverages with coffee, cocoa, chocolate or tea base; coffee; coffee beverages; coffee beverages with milk; coffee drinks; coffee essences; coffee extracts; coffee flavorings; coffee mixtures; coffee-based beverages; coffee extracts for use as substitutes for coffee; extracts, other than essential oils, for flavoring beverages; flavoured coffee; instant coffee; cereal bars; cereal-based energy bars; cereal based snack bars; cereal breakfast foods; rice-based snacks; cereal-based snack bars; grain based snack bars; maize based snack bars; cereal based bars; snack foods made from corn; flour based snack bars; wheat-based snack bars; starch for food.

Priority: None

Agent:

Laura Carter	Postal : PO Box 105921, Auckland City, Auckland 1143, NZ Physical : Floor 13, 23 Customs Street East, Auckland Central, Auckland 1010, NZ Email Address: laura.carter@sangrochambers.co.nz
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Applicant(s):

SUNNYA PTY. LTD.	Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU
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Case Details Report
Date and Time: 24 Oct 2024 06:20:22 p.m.



IP Number: 1235491
Client Reference: 015-01
Status: Registered
Mark Nature: Trade Mark
Mark Type: Word
Series: No
Mark Name: NEURIO

Filing Date: 21 Apr 2023
Registration Date: 25 Oct 2023
Renewal Due Date: 21 Apr 2033
Under Proceeding: No

Intended use: The mark is being used or proposed to be used, by the applicant or with his/her consent, in relation to the goods/services

Nice Classification Schedule: 12

Pre-approved goods/services: Null

Classes and Specifications:

Class	Goods and Services Descriptions
5	Milk for babies; powdered milk for babies; powdered milk for infants; powdered milk for newborns; milk substitutes for babies; milk powder for babies; milk formula for babies; milk powder for nutritional purposes for babies; foods for babies especially powdered milk for babies; foods for babies especially milk powder for babies; breast-milk substitutes; infant formula; nutritional supplements in powder form; nutritional supplements in powder form, not for medical purposes; powdered nutritional supplements; dietary food supplements in powder form; dietary food supplements in powder form, not for medical purposes; food supplements in powder form; nutritional supplements.
29	Milk; powdered milk; milk substitutes; goat milk; milk products; vitamin-enriched milk; powdered goat milk; non-dairy milk substitutes; milk and milk products; milk enriched with protein; dairy products and dairy substitutes; protein enriched milk; milk solids; milk beverages with milk predominating; powdered milk, other than powdered milk for babies; powdered milk, other than for babies.

Priority: None

Agent:

Laura Carter	Postal : PO Box 105921, Auckland City, Auckland 1143, NZ Physical : Floor 13, 23 Customs Street East, Auckland Central, Auckland 1010, NZ Email Address: laura.carter@sangrochambers.co.nz
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Applicant(s):

SUNNYA PTY. LTD.	Physical : SUITE 315 33 LEXINGTON DRIVE, BELLA VISTA NSW 2153, AU
------------------	---



Trade mark 2003876

Words: NEURIO



Image description: DOT IS PART OF LTR N

Status: Registered: Registered/Protected

Priority date: 17 Apr 2019 (Filing)

Classes: 5, 29, 30

Kind: Figurative

Dates:

Renewal due: 17 Apr 2029

Registration advertised / published: 07 Jan 2020

Entered on Register: 07 Jan 2020

Acceptance advertised / published: 21 Oct 2019

Acceptance: 21 Oct 2019

Filing: 17 Apr 2019

Registered from: 17 Apr 2019

Owner:

SUNNYA PTY. LTD.
U 315 33 Lexington Dr Bella Vista, NSW, 2153
AUSTRALIA

Address for service:

TAHOTA LAW SYDNEY PTY LTD
Suite 16.02
Level 16
6 O'Connell Street Sydney, NSW, 2000
AUSTRALIA





Trade mark 2183059

Words NEURIO

Image

Image description DOT IS PART OF LTR N

Status Registered: Registered/Protected

Priority date 01 Jun 2021 (Filing)

Classes 32, 33

Kind Figurative

Dates

Renewal due 01 Jun 2031

Registration advertised / published 11 Jan 2022

Entered on Register 11 Jan 2022

Acceptance advertised / published 02 Nov 2021

Acceptance 06 Jul 2021

Filing 01 Jun 2021

Registered from 01 Jun 2021

Owner

SUNNYA PTY. LTD.
U 315 33 Lexington Dr Bella Vista, NSW, 2153
AUSTRALIA

Address for service

TAHOTA LAW SYDNEY PTY LTD
Suite 16.02
Level 16
6 O'Connell Street Sydney, NSW, 2000
AUSTRALIA



Trade mark 2003877

Words neurio

Image

Image description

Status Registered: Registered/Protected

Priority date 17 Apr 2019 (Filing)

Classes 5, 29, 30

Kind Word

Dates

Renewal due 17 Apr 2029

Registration advertised / published 25 Nov 2019

Entered on Register 25 Nov 2019

Acceptance advertised / published 18 Sept 2019

Acceptance 13 Aug 2019

Filing 17 Apr 2019

Registered from 17 Apr 2019

Owner

SUNNYA PTY. LTD.
U 315 33 Lexington Dr Bella Vista, NSW, 2153
AUSTRALIA

Address for service

TAHOTA LAW SYDNEY PTY LTD
Suite 16.02
Level 16
6 O'Connell Street Sydney, NSW, 2000
AUSTRALIA





Trade mark 2183060

Words neuroio
Image
Image description
Status Registered: Registered/Protected
Priority date 01 Jun 2021 (Filing)
Classes 32, 33
Kind Word

Dates
Renewal due 01 Jun 2031
Registration advertised / published 11 Jan 2022
Entered on Register 11 Jan 2022
Acceptance advertised / published 02 Nov 2021
Acceptance 06 Jul 2021
Filing 01 Jun 2021
Registered from 01 Jun 2021



Owner

SUNNYA PTY. LTD.
U 315 33 Lexington Dr Bella Vista, NSW, 2153
AUSTRALIA

Address for service

TAHOTA LAW SYDNEY PTY LTD
Suite 16.02
Level 16
6 O'Connell Street Sydney, NSW, 2000
AUSTRALIA

附件二：新西兰奥克兰高等法院裁定节选

法院对美大食品（SuperMega Market Limited）、美大乳业（MegaDairy Limited）未经授权使用 Neurio 商标的行为发布禁令，要求立即停止侵权生产与违法销售行为。

To the first defendant, Supermega Market Limited ("**Supermega**"); and
And To the second defendant, Megadairy Limited ("**Megadairy**").

1. The interlocutory application made by the plaintiff, Sunnya Pty Limited ("**Sunnya**") on 21 March 2023 was determined by the Honourable Justice Moore on 28 March 2023 after consideration of the joint memorandum of counsel seeking orders by consent.
2. The determination was made without a hearing and with the consent of the parties.
3. The following orders were made:
 - (a) pending further order of the Court, Supermega and Megadairy are restrained from using, or dealing with in New Zealand (whether by manufacturing, distributing, exporting, or selling any NEURIO branded products) the following registered New Zealand trade marks and any associated copyright:
 - (i) trade mark registration number 1141429 in class 29;
 - (ii) trade mark registration number 1141430 in class 30; and
 - (iii) trade mark registration number 1158888 in class 5;("Neurio Trade Marks")
 - (b) pending further order of the Court, Supermega and Megadairy will not aid any other person to use or deal with in New Zealand (whether by manufacturing, distributing, exporting, or selling any NEURIO branded products) the Neurio Trade Marks and any associated copyright.

Date: 28 March 2023



Signature:


(Registrar/Deputy Registrar)

Ankita Gokhale
Deputy Registrar
Auckland High Court
New Zealand



附件三：澳大利亚新南威尔士州最高法院一审判决及禁令节选

确认了Neurio纽瑞优品牌归属SUNNYA公司，并要求奥提瓦公司、Yinghan He、Yanxia Lu等立即停止侵权生产与违法销售行为。

<p>(32) ORDER that the fifth defendant is restrained from taking any steps to market or sell any other Australian or New Zealand-manufactured products that are to be sold to ultimate consumers in China in packaging bearing the Neuroio brand, to or for any person other than the first plaintiff or persons authorised by the first plaintiff.</p> <p>(33) ORDER that the fifth defendant:</p> <p>(a) pay equitable compensation to the first plaintiff for loss suffered by reason of the fifth defendant's knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (30) above, in an amount to be determined at a subsequent hearing; or</p> <p>(b) account to the first plaintiff for any benefit or gain obtained or received by the fifth defendant by reason of its knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (30) above,</p> <p>at the plaintiffs' election.</p> <p>(34) DECLARE that the third defendant knowingly assisted the breaches of fiduciary duty by the first and second defendants referred to in (22) and (26) above within the meaning of the second limb of <i>Barnes v Ady</i> by:</p> <p>(a) applying to register the NRIO trade mark in China;</p> <p>(b) purchasing or taking delivery of NRIO-branded sachets of formulated milk powder products manufactured in New Zealand by the ninth defendant;</p> <p>(c) packaging those NRIO-branded sachets in tins bearing the Neuroio and NRIO brands, and marketing and selling those tins in China as new or upgraded versions of the Neuroio brand of Australian and New Zealand-manufactured formulated milk</p>	<p>powder products, and thereby causing the NRIO brand to become associated with the established Neuroio brand;</p> <p>(d) by the conduct in (a) to (c) above, diverting to itself the first plaintiff's business of marketing and selling Australian and New Zealand-manufactured Neuroio-branded formulated milk powder products in China, by excluding the first plaintiff from any ongoing role in that business which the first plaintiff had carried on using its rights as the registered owner of the Australian and New Zealand Neuroio trade marks (in cooperation with the third defendant until 21 October 2023).</p> <p>(35) ORDER that the third defendant is restrained from taking any steps to manufacture any NRIO-branded products in Australia or New Zealand, or to market, sell, distribute or export any such products.</p> <p>(36) ORDER that the third defendant is restrained from taking any steps to manufacture in Australia or New Zealand any other products that are to be sold to ultimate consumers in China in packaging bearing the Neuroio brand, or to market, sell, distribute or export any such products, to or for any person other than the first plaintiff or persons authorised by the first plaintiff.</p> <p>(37) ORDER that the third defendant:</p> <p>(a) pay equitable compensation to the first plaintiff for loss suffered by reason of the third defendant's knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (34) above, in an amount to be determined at a subsequent hearing; or</p> <p>(b) account to the first plaintiff for any benefit or gain obtained or received by the third defendant by reason of its knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (34) above,</p>
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Pty Ltd's:

- a. IT systems;
- b. Supply chains;
- c. Manufacturing process;
- d. Contracts with suppliers; and
- e. Contracts with customers."

I FURTHER CERTIFY that the defendants in the said orders includes the following individuals and entity:

- a. First defendant: Yinghan He
- b. Second defendant: Yanxia Lu
- c. Third defendant: Guangzhou Aotea Biological Technology Pte Ltd

I FURTHER CERTIFY that order 14 of the Court order dated 19 April 2024 states as follows:

"ORDER that the third defendant is restrained from taking any steps to manufacture, or cause to be manufactured, in Australia and/or New Zealand, products bearing the Neurio trade mark (being the trade marks with registration numbers 2003876, 2003877, 2003878, 2183059, 2183060 and 2183061 in Australia and registration numbers 1141429, 1141430 and 1158888 in New Zealand) without the express consent of first plaintiff as the registered owner of those trade marks in Australia and New Zealand, or the express consent of any successor in title to whom the first plaintiff may transfer those trade marks after the date of these orders."

I FURTHER CERTIFY that the third defendant refer to the order above is Guangzhou Aotea Biological Technology Pte Ltd in the said proceedings.

IN FAITH AND TESTIMONY
whereof I have hereunto

subscribed my name and affixed my seal of office at Sydney aforesaid this First day of November Two Thousand and Twenty Four.



ZHI-QING ZHU
PUBLIC NOTARY





Issued: 9 May 2024 2:30 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Corporations List
Registry	Supreme Court Sydney
Case number	2022/00329426

TITLE OF PROCEEDINGS

First Plaintiff	Sunnya Pty Ltd
Second Plaintiff	Jatcorp Limited

First Defendant	Yinghan He
Second Defendant	Yanxia Lu
Number of Defendants	3

DATE OF JUDGMENT/ORDER

Date made or given	19 April 2024
Date entered	19 April 2024

TERMS OF JUDGMENT/ORDER

Her Honour, Williams J makes final judgment [2024] NSWSC 403 and makes the following orders:

Proceedings 2022/329426:

- (1) DECLARE that the second defendant contravened s 182 of the Corporations Act 2001 (Cth) by encouraging or endorsing the eighth defendant (as seller) and the third defendant (as buyer) to enter into eleven contracts during the period from 31 October 2022 to 8 November 2022 for the manufacture and supply by the eighth defendant of Neuroio-branded products to be exported to the third defendant's nominated importer in China, and by encouraging or endorsing the eighth defendant's manufacture and supply of Neuroio-branded products to the third defendant under those contracts.
- (2) ORDER that the second defendant pay compensation to the first plaintiff pursuant to s 1317H of the Corporations Act 2001 (Cth) in respect of her contravention of that Act in (1) above, in an amount to be determined at a subsequent hearing.
- (3) DECLARE that the first defendant contravened s 182 of the Corporations Act 2001 (Cth) by encouraging or endorsing the eighth defendant (as seller) and the third defendant (as buyer) to enter into eleven contracts during the period from 31 October 2022 to 8 November 2022 for the manufacture and supply by the eighth defendant of Neuroio-branded products to be exported to the third defendant's nominated importer in China, and by encouraging or endorsing the eighth defendant's manufacture and supply of Neuroio-branded products to the third defendant under those contracts.
- (4) ORDER that the first defendant pay compensation to the first plaintiff pursuant to s 1317H of the Corporations Act 2001 (Cth) in respect of his contravention of that Act in (3) above, in an amount to be determined at a subsequent hearing.
- (5) DECLARE that GABT was involved in the first and second defendants' contraventions of s 182 of the Corporations Act 2001 (Cth) in (1) and (3) above within the meaning of s 79 of that Act.

at the plaintiffs' election.
(34) DECLARE that the third defendant knowingly assisted the breaches of fiduciary duty by the first and second defendants referred to in (22) and (26) above within the meaning of the second limb of Barnes v Addy by:

- (a) applying to register the NRIO trade mark in China;
- (b) purchasing or taking delivery of NRIO-branded sachets of formulated milk powder products manufactured in New Zealand by the ninth defendant;
- (c) packaging those NRIO-branded sachets in tins bearing the Neuroio and NRIO brands, and marketing and selling those tins in China as new or upgraded versions of the Neuroio brand of Australian and New Zealand-manufactured formulated milk powder products, and thereby causing the NRIO brand to become associated with the established Neuroio brand;
- (d) by the conduct in (a) to (c) above, diverting to itself the first plaintiff's business of marketing and selling Australian and New Zealand-manufactured Neuroio-branded formulated milk powder products in China, by excluding the first plaintiff from any ongoing role in that business which the first plaintiff had carried on using its rights as the registered owner of the Australian and New Zealand Neuroio trade marks (in cooperation with the third defendant until 21 October 2023).

(35) ORDER that the third defendant is restrained from taking any steps to manufacture any NRIO-branded products in Australia or New Zealand, or to market, sell, distribute or export any such products.

(36) ORDER that the third defendant is restrained from taking any steps to manufacture in Australia or New Zealand any other products that are to be sold to ultimate consumers in China in packaging bearing the Neuroio brand, or to market, sell, distribute or export any such products, to or for any person other than the first plaintiff or persons authorised by the first plaintiff.

- (37) ORDER that the third defendant:
 - (a) pay equitable compensation to the first plaintiff for loss suffered by reason of the third defendant's knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (34) above, in an amount to be determined at a subsequent hearing; or
 - (b) account to the first plaintiff for any benefit or gain obtained or received by the third defendant by reason of its knowing assistance in the breaches of fiduciary duty referred to in (22), (26) and (34) above.

at the plaintiffs' election.
(38) DECLARE that, by its conduct referred to in (34) above during the period up to and including 10 March 2023 when the first defendant ceased to be a shareholder of the third defendant, the third defendant acted in concert with the first and second defendants to secure the mutual benefit of the diversion to the third defendant of the business referred to in (34)(d) above.

(39) DECLARE that the third defendant is therefore jointly and severally liable with the first and second defendants to:

- (a) pay equitable compensation to the first plaintiff for loss suffered by reason of the first and second defendants' breaches of fiduciary duty referred to in (22) and (26) above in the period up to 10 March 2023, in an amount to be determined at a subsequent hearing; or
- (b) account to the first plaintiff for any benefit or gain obtained or received by reason of the first and second defendants' breaches of fiduciary duty referred to in (22) and (26) above in the period up to 10 March 2023.

at the plaintiffs' election.
(40) DECLARE that the eighth defendant knowingly assisted the breaches of fiduciary duty by Mr He and Ms Lu referred to in (22) and (26) above within the meaning of the second limb of Barnes v Addy in the period from December 2022 by contracting to supply, and by supplying, New Zealand-manufactured NRIO-branded sachets of formulated milk powder with the knowledge that those sachets would be marketed and sold in China in tins bearing the Neuroio and NRIO brands.
(41) ORDER that the eighth defendant is restrained from taking any steps to manufacture or supply any NRIO-branded products, or to market, sell, distribute or export any such products.
(42) ORDER that the eighth defendant is restrained from taking any steps to manufacture or supply any other products that are to be sold to ultimate consumers in China in packaging bearing the Neuroio brand, or to market, sell, distribute or export any such products, to or for any person other than the first plaintiff or persons authorised by the first plaintiff.

(43) ORDER that the eighth defendant:



附件四：澳大利亚新南威尔士州上诉法院判决节选



**Court of Appeal
Supreme Court
New South Wales**

Case Name: **Sunnya Pty Ltd v He**
Medium Neutral Citation: [2025] NSWCA 79
Hearing Date(s): 25 and 26 November 2024
Date of Orders: 24 April 2025
Date of Decision: 24 April 2025
Before: Bell CJ at [1];
Leeming JA at [2];
Basten AJA at [3]



Decision: (1) As to the commercial invoices and under-value sales:

(a) Declare that Mr He and Ms Lu –

- (i) contravened s 181(1)(b) of the *Corporations Act* in causing Sunnya to adopt the practice of issuing commercial invoices; and
- (ii) contravened the *Corporations Act*, s 181(1)(a) and (b) and s 182, and breached their fiduciary duties to Sunnya, by causing or permitting Sunnya in April 2021 to engage in the under-value sales.

(b) Declare that GNT –

- (i) was involved in Mr He and Ms Lu's contraventions referred to in (a) above within s 79 of the *Corporations Act*;
- (ii) knowingly assisted the breaches of fiduciary duty by Mr He and Ms Lu referred to in (a)(ii) above.

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- (c) In respect of the breaches identified at (a) and (b) above, order that each of Mr He, Ms Lu and GNT
 - (i) pay compensation to Sunnya pursuant to of the of the *Corporations Act*, s 1317H, in an amount to be determined; or
 - (ii) account to Sunnya for any benefit or gain obtained,

at the election of Sunnya.

(2) As to the Neuroio product sales:

- (a) Declare that Mr He and Ms Lu breached fiduciary duties owed to Sunnya in relation to the Neuroio product sales.
- (b) Order that Mr He and Ms Lu:
 - (i) pay equitable compensation to Sunnya for loss suffered by reason of Mr He and Ms Lu's breaches of fiduciary duty in relation to the Neuroio product sales, in an amount to be determined; or
 - (ii) account to Sunnya for any benefit or gain, obtained or received, by Mr He and Ms Lu by reason of their breaches of fiduciary duty in relation to the Neuroio product sales,

at the election of Sunnya.

- (c) Declare that each of GABT, GNT, Supermega and Megadairy knowingly assisted the breaches of fiduciary duty by Mr He and Ms Lu in relation to the Neuroio product sales.
- (d) Order that each of GABT, GNT, Supermega and Megadairy:
 - (i) pay equitable compensation to Sunnya for loss suffered by reason of their knowing assistance in the breaches of fiduciary duty in relation to the Neuroio product sales, in an amount to be determined; or

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(ii) account to Sunnya for any benefit or gain, obtained or received, by reason of their knowing assistance in the breaches of fiduciary duty in relation to the Neuroio product sales,

at the election of Sunnya.

(3) As to the Neuroio/NRIO sales:

(a) Declare that GNT knowingly assisted the breaches of fiduciary duty by Mr He and Ms Lu referred to in orders (22) and (26) made by the trial judge.

(b) Order that GNT:

(i) pay equitable compensation to Sunnya for the loss suffered by it by reason of those breaches of duty, in an amount to be determined; or

(ii) account to Sunnya for any benefit or gain, obtained or received, by reason of GNT's knowing assistance in the breaches of duty,

at the election of Sunnya.

(4) As to costs, order that:

(a) the first and second respondents pay the appellants' costs of the appeal;

(b) the NZ parties be jointly and severally liable with the first and second respondents for 20% of the appellants' costs of the appeal.

(5) Liberty to all parties to apply by notice of motion for variation of these orders within 28 days of this judgment.

(6) Direct that these orders not be entered for 28 days.

Catchwords:

CORPORATIONS – directors and officers – directors' duties – directors causing company to engage in fraudulent and unlawful practice – directors causing company to engage in commercial agreements and practices detrimental to company and beneficial to third parties in which directors had an interest – directors apprehending loss of control diverted

Texts Cited: Gower, *The Principles of Modern Company Law* (2nd ed, 1957, Stevens & Sons)

Category: Principal judgment

Parties: Sunnya Pty Ltd (First Appellant)
Jatcorp Pty Ltd (Second Appellant)

Yinghan He (First Respondent)
Yanxia Lu (Second Respondent)
Guangzhou Aotea Biological Technology Pte Ltd (Third Respondent)
Niuruiyou (Guangzhou) Trading Co Ltd (Fourth Respondent)
HWL Investments Pty Ltd (Fifth Respondent)
Supermega Market Ltd (NZ) (Sixth Respondent)
Megadairy Ltd (Seventh Respondent)
NZFDA Ltd (Eighth Respondent)

Representation: Counsel:
R Foreman SC / G Gee (Appellants)
Dr S Baron Levi (First and Second Respondents)
D Zhang (Sixth, Seventh and Eighth Respondents)

Solicitors:
Vincent Zhu - Qing Zhu, Auyeung Hencent & Day Lawyers (Applicants)
Wilson Shen, Shen's Lawyers (First and Second Respondents)
Chang Yan Zhao, Chang Construction Legal (Sixth, Seventh and Eighth Respondents)

File Number(s): 2024/183502

Publication Restriction: Nil

Decision under appeal

Court or Tribunal: Supreme Court of New South Wales

Jurisdiction: Equity – Corporations List

Medium Neutral Citation: [2024] NSWSC 403; [2024] NSWSC 686

Date of Decision: 19 April 2024; 5 June 2024

Before: Williams J

File Number(s): 2022/329426



**Court of Appeal
Supreme Court
New South Wales**

Case Name: **He v Sunnya Pty Ltd; Supermega Market Ltd v Sunnya Pty Ltd**

Medium Neutral Citation: [2025] NSWCA 78

Hearing Date(s): 25-26 November 2024

Date of Orders: 24 April 2025

Date of Decision: 24 April 2025

Before: Bell CJ at [1];
Leeming JA at [121];
Basten AJA at [122]

Decision: *Proceeding 2024/171961 (He Parties' Appeal):*

1. Appeal dismissed.
2. The Appellants pay the First and Second Respondents' costs.

Proceeding 2024/161624 (NZ Parties' Appeal):

1. Appeal dismissed.
2. The Appellants pay the First and Second Respondents' costs.

Catchwords: CORPORATIONS — Directors and officers — Fiduciary duties — Where directors of company resigned — Whether fiduciary duties of directors continued despite resignation — Whether the fact the company may not have been able to exploit commercial opportunity precluded a finding of breach of fiduciary duty by former directors

EQUITY — Equitable remedies — Injunctions — Width of injunctive relief ordered against defaulting fiduciary and knowing assistant

Legislation Cited: Corporations Act 2001 (Cth) ss 180, 181, 182, 237

Cases Cited:

Addstead Pty Ltd (In Liq) v Liddan Pty Ltd (1997) 70 SASR 21; (1997) 25 ACSR 175
Australian Securities and Investments Commission v Hellicar (2012) 247 CLR 345; [2012] HCA 17
Barnes v Addy (1874) LR 9 Ch App 244
Birchnell v Equity Trustees, Executors and Agency Co Ltd (1929) 42 CLR 384; [1929] HCA 24
Canadian Aero Service Ltd v O'Malley [1974] SCR 592; (1973) 40 DLR (3d) 371
Edmonds v Donovan (2005) 12 VR 513; [2005] VSCA 27
Foster Bryant Surveying Ltd v Bryant [2007] EWCA Civ 200
Furs Ltd v Tomkies (1936) 54 CLR 583; [1936] HCA 3
Jagatramka v Wollongong Coal Limited [2021] NSWCA 61
Jones v Dunkel (1959) 101 CLR 298; [1959] HCA 8
Murdoch v Mudgee Dolomite & Lime Pty Ltd (In Liq) (2022) 398 ALR 658; [2022] NSWCA 12
Nicholls v Michael Wilson & Partners Ltd [2012] NSWCA 383
Schmidt v AHRKalimpa Pty Ltd [2020] VSCA 193
Warman International v Dwyer (1995) 182 CLR 544; [1995] HCA 18

Texts Cited:

M Leeming, Common Law, Equity and Statute: A Complex Entangled System (2023, Federation Press)

Category:

Principal judgment

Parties:

Proceeding 2024/171961 (He Parties' Appeal):

Yinghan He (First Appellant)
Yanxia Lu (Second Appellant)
Sunnya Pty Ltd (First Respondent)
Jatcorp Ltd (Second Respondent)
Supermega Market Ltd (Third Respondent)
Megadairy Ltd (Fourth Respondent)
NZFDA Ltd (Fifth Respondent)

Proceeding 2024/161624 (NZ Parties' Appeal):

Supermega Market Ltd (First Appellant)
Megadairy Ltd (Second Appellant)
NZFDA Ltd (Third Appellant)
Sunnya Pty Ltd (First Respondent)
Jatcorp Ltd (Second Respondent)
Yinghan He (Third Respondent)



中华人民共和国
重庆市第一中级人民法院
民事判决书

(2023)渝01民初808号

原告：珊妮娅有限公司（SUNNYA PTY. LTD.），住所地澳大利亚新南威尔士州贝拉维斯塔莱克星顿大道33号315室，邮编2153。

法定代表人：王战，公司董事。

委托诉讼代理人：袁丁荣，泰和泰（天津）律师事务所律师。

委托诉讼代理人：肖越心，泰和泰（北京）律师事务所律师。

被告：纽瑞优（广州）贸易有限公司，住所地广州市天河区林和中路188号附楼三楼A之E189，统一社会信用代码91440106563977659M。

法定代表人：张爱萍，执行董事兼经理。

被告：广州奥提瓦生物科技有限公司，住所地广州市天河区金穗路8号1102，统一社会信用代码91440106665912987Q。

法定代表人：陆彦成，执行董事兼经理。

共同委托诉讼代理人：张锦明，北京市金杜（广州）律师事务所律师。

共同委托诉讼代理人：周玲，北京市金杜（广州）律师事务所律师。

被告：华润万家商业（重庆）有限公司，住所地重庆市沙坪坝区小龙坎正街3号，统一社会信用代码915001067094997506。

重庆



印制有“NR”标识的小条包装产品灌装进同样印制有“NR”标识的与原告产品包装图案相同或相似的罐体中。首先，原告并无证据证明被告纽瑞优公司、奥提瓦公司系“纽瑞优Neurio京东自营旗舰店”的经营主体，亦无证据证明其指控该店铺对外宣称的内容系经被告纽瑞优公司、奥提瓦公司授意使用，故其指控纽瑞优公司、奥提瓦公司通过该店铺发布的宣传内容构成不正当竞争缺乏事实依据，本院不予支持。其次，在案证据显示，微信扫描贴附于被诉侵权产品罐体上的二维码及溯源码，进入相关页面可见其中发布了与在先用于宣传推广原告Neurio产品的基本一致的宣传用语，对于前述宣传内容，纽瑞优公司、奥提瓦公司并未提交相关证据证明其客观真实性，基于被告与原告之前存在多年代理销售关系，该宣传内容会使消费者误以为案涉被诉侵权产品即被告原代理销售的原告Neurio产品，由此构成虚假宣传的不正当竞争行为；再次，被告在被诉侵权产品罐体及罐内小条包装袋上标贴的“NR”标识的行为与前述“商标调整升级 外罐在原有纽瑞优Neurio商标基础上增加NRi商标标志 小袋展示NRi商标标志……”的宣传内容在实质效果上并无二致，均会导致消费者误以为案涉被诉侵权产品即被告原代理销售的原告Neurio产品，由此构成虚假宣传的不正当竞争；又次，商品条码记载着特定市场主体的名称、地址等一系列信息，鉴于商品条码的唯一性，当发生冒用他人商品条码的行为后，会导致相关公众对商品来源及其他商品信息产生混淆与误认，本案被告未征得原告同意，在被诉侵权产品包装上标识原告商品条码的行为，会导致消费者以及相关销售环节对商品来源及相关商品信息产生混淆、误认，侵害了原告的合法权益，损害相关公众利益，违反了市场交易中的诚实信用原则，破坏了公平竞争的市场秩序，应当受到反不正当竞争

(一) 关于消除影响。本案纽瑞优公司、奥提瓦公司实施案涉被诉不正当竞争行为，足以误导消费者，故对于原告主张被告就此公开声明、消除影响的诉请，予以支持。考虑到消除影响的范围应与侵权行为的范围及损害程度等相适应，案涉侵权行为主要发生在网络，故判令被告在奥提瓦公司官网www.neurio.com.cn发布消除声明以消除影响，时间以连续三日为限。逾期拒不履行，本院将在一家全国性发行的媒体上公布判决主要内容，所需费用由被告纽瑞优公司、奥提瓦公司共同负担。

(二) 关于停止侵权。首先，纽瑞优公司自认其实施了委托生产、销售案涉被诉侵权产品的行为，本院予以确认，故珊妮娅公司指控纽瑞优公司实施生产、销售案涉产品的行为成立，本院

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予以支持。其次，在案证据显示，被诉侵权实物罐体上明确标注广州纽瑞贸易有限公司为中国总经销商，罐体上同时标示有奥提瓦公司的微信公众号，其中发布了有关纽瑞优产品的信息，扫描罐底溯源码显示有奥提瓦公司的官网网址及其微信公众号，在无相反证据的情况下，本院认定纽瑞优公司、奥提瓦公司共同实施了销售被诉侵权产品的行为，珊妮娅公司指控奥提瓦公司与纽瑞

(三) 关于赔偿损失。本院在原告因被侵权所受到的实际损失及被告因侵权所获得的利益均难以确定，原告请求适用法定赔偿的情况下，综合考虑以下因素酌定判赔数额：1. “Neurio/纽瑞优”乳粉的知名度。根据在案证据，“Neurio/纽瑞优”乳粉进入市场已近二十年，该产品在中国境内及海外均有销售，且在中国境内众多媒体上进行了持续宣传推广，具有较高的知名度；2. 案涉包装装潢的独特程度。标贴“Neurio/纽瑞优”产品上的文字、图案、色彩及其排列组合具有独特性，通过原告持续的使用，使消费者在看到该包装装潢时能够与原告建立起联系，具有区别商品来源的显著特征；3. 被告主观恶意重。被告曾与原告之间存在长期代理销售关系，其在代理关系破裂后于其在后生产、销售的相同产品上使用与原告相同或近似的包装装潢，并对外发布容易导致公众混淆产品来源的虚假宣传，其旨在利用原告包装、装潢多年积累的商誉之意图明显，有违诚实信用的商业道德和公平竞

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争的市场规则；4. 被诉侵权的包装装潢数量较多；5. 被告实施了多种侵权行为。被告不仅实施了侵害原告包装装潢权益的行为，还构成冒用商品条码及虚假宣传的不正当竞争，侵权行为种类多；6. 侵权情节较重。被诉侵权商品销售区域广，销售范围大，持续时间相对较长，通过线上、线下相结合方式进行宣传和销售，覆盖面较广。根据被告奥提瓦公司在针对案外人的商标异议程序中所提交证据，“纽瑞优”“Neurio”门店数量超过5000家，包括安庆市、北京市、福州市、东莞市、保定市、天津市、重庆市等。



综上，依照《中华人民共和国民法典》第一百二十条、第一百七十九条，《中华人民共和国反不正当竞争法》第六条第一项、第八条、第十七条、《最高人民法院关于适用〈中华人民共和国反不正当竞争法〉若干问题的解释》第四条、第十二条，《中华人民共和国民事诉讼法》第六十七条、第一百四十五条规定，判决如下：

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一、被告纽瑞优（广州）贸易有限公司、广州奥提瓦生物科技有限公司立即停止通过案涉纽瑞优neurio京东自营旗舰店及案涉线下店铺销售案涉侵权产品的行为；

二、被告纽瑞优（广州）贸易有限公司、广州奥提瓦生物科技有限公司立即停止实施案涉不正当竞争的行为；

三、被告纽瑞优（广州）贸易有限公司、广州奥提瓦生物科技有限公司自本判决生效之日起三十日内在被告广州奥提瓦生物科技有限公司官网www.neurio.com.cn连续三日刊登声明，消除影响（声明内容须经本院审核，逾期拒不履行，本院将在一家全国性发行的媒体上公布判决主要内容，所需费用由纽瑞优（广州）贸易有限公司、广州奥提瓦生物科技有限公司共同负担）；

司、广州奥提瓦生物科技有限公司、华润万家商业（重庆）有限公司可在判决书送达之日起十五日内向本院递交上诉状，并按对方当事人的人数提出副本，上诉于重庆市高级人民法院。

审 判 长 周 映
人民陪审员 杨 玲
人民陪审员 黄维凤



法 官 助 理 陆书瑶
书 记 员 赵小菁

本件与原本核对无异

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附件六：部分涉案条形码查询结果

GTIN条形码934769700000 至 934769709999，归属权均为SUNNNYA所有，

The image displays two screenshots of the MyGS1 Australia website interface, showing licence details for SUNNYA PTY. LTD. (Account number: 00081892).

Top Screenshot: Licence details for GLN type

Field	Value
Licence type	GLN
Licence number	9377779286975
Primary (Legal Entity) GLN	Yes
Number of GTINs from allocation	n/a
Description	SUNNYA PTY. LTD.
Date allocated	23 Apr 2013
Licence status	Current

Bottom Screenshot: Licence details for GS1 Company Prefix type

Field	Value
Licence type	GS1 Company Prefix
Licence number	93476970
Number range from	934769700-000-C
Number range to	934769709-999-C
GS1 Company Prefix length	8
Number of GTINs from allocation	10,000
Date allocated	23 Apr 2013
Licence status	Current

A red circular stamp is overlaid on the right side of the screenshots, containing the following text:

Common
JATCORP LIMITED
A.C.N.
122 826 242
Seal