

ADMINISTRATIVE PANEL DECISION

Pharmalys Laboratories SA v. Ahmed Helal, Swiss Lac Egypt
Case No. D2025-2328

1. The Parties

The Complainant is Pharmalys Laboratories SA, Switzerland, represented by Troller Hitz Troller, Switzerland.

The Respondent is Ahmed Helal, Swiss Lac Egypt, Egypt.

2. The Domain Name and Registrar

The disputed domain name <swisslacegypt.com> is registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 13, 2025. On June 13, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On the same day, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Not disclosed owner) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 16, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on June 20, 2025.

The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on June 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 14, 2025. The Response was filed with the Center by a third party on July 13, 2025. The Center informed the Parties that it would proceed to panel appointment on July 24, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on July 28, 2025. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

On July 31, 2025, the Complainant filed a supplemental filing.

Also on July 31, 2025, the Panel issued Procedural Order No. 1 to the Parties. This noted the reasons why the Panel was inclined to find that the Respondent is acting on behalf of, and with the authority of, Eagles International Co., and that the Respondent in the administrative proceeding should be Eagles International Co., trading as Swisslac Egypt. The Panel indicated that it proposed to treat the Response as having been submitted with the authority of the Respondent. Additionally, the Panel noted that the Response referred to a “2020 Settlement Agreement with Ausnutria B.V.”, but that no such agreement appeared to have been produced. The Panel further commented that the Respondent had submitted various court documents in Dutch, noting that the Panel had reviewed machine translations of these but that if substantive reliance was to be placed upon them, official translations into the language of the proceeding would be required. The Panel added that the Complaint asserted that all distributor contracts worldwide entered into by the Complainant confirm that all intellectual property rights, including domain names, belong to the Complainant, although the Sole Agency Agreements submitted by the Respondent do not appear to include such a statement.

In light of the above observations, the Panel requested in Procedural Order No. 1 the following:

1. The Respondent was invited to clarify the relationship between “Swisslac Egypt” and Eagles International Co., as well as the relationship of either entity with the Complainant, if any.
2. The Complainant was invited to comment on the Panel's proposed determination that the Respondent is Eagles International Co., trading as Swisslac Egypt.
3. The Complainant was further invited to produce any distributor contracts entered into with the Respondent prior to the registration of the disputed domain name that contain the asserted clause regarding ownership of intellectual property, including domain names. The Complainant was also asked to confirm whether any agreement with the Respondent remains in force and, if not, specify the date(s) of termination of such agreements.
4. The Respondent was invited to produce the 2020 Settlement Agreement with Ausnutria B.V. in English, or with a translation into English, if it wished the Panel to place reliance on that document.
5. The Respondent was further invited to submit English translations of the court documents currently on file in Dutch if it wished the Panel to consider these materials substantively.

The Parties were invited to submit their responses by August 8, 2025, and any comments in reply to the other Party's submission were to be submitted by August 13, 2025. The Panel required the Parties' submissions to be limited to the above-referenced matters.

On August 8, 2025, the Complainant replied to Procedural Order No. 1. The Respondent did not reply to Procedural Order No. 1, nor did it comment upon the Complainant's said reply before the deadline of August 13, 2025.

4. Factual Background

The Complainant is a Swiss company specializing in infant nutrition. The Complainant is the owner of the SWISSLAC trademark and markets infant nutrition under such mark in over 30 countries in the region around North Africa, the Middle East, and numerous sub-Saharan countries, including Egypt, where the Respondent is based.

The Complainant owns multiple SWISSLAC trademarks, including Egyptian Registered Trademark Number 287940 for the combined mark SWISSLAC / سويسلاك (a transliterated representation of SWISSLAC in Arabic) both in stylized typeface in a blue shape with mountain design, registered on July 8, 2018 in Class 5.

Said mark was originally registered by the Complainant's Egyptian former distributor, Rasha Ashmawy & Partner – Eagle International for Import Export and Trading Agencies, a limited partnership, and was assigned to the Complainant on May 18, 2022, but nothing turns on the fact of this assignment.

The disputed domain name was registered on November 26, 2024. The website associated with the disputed domain name appears to promote the Complainant's product and to offer it for sale, priced in EGP (Egyptian Pounds). The "About Us" page makes reference to the Complainant's product and does not specify any organization or company name, although a postal address is given in New Cairo, Cairo, Egypt, together with an email address at the disputed domain name and a telephone number.

As discussed below, the Respondent states that it is the Marketing Manager at "Swiss Lac Egypt", and it appears from the context of the Response that this business name (as "Swiss Lac" or "Swisslac") is a trading name for Eagles International Co. For the reasons discussed below, the Panel treats Eagles International Co. as the Respondent and will refer to it as such in the remainder of this decision.

The Respondent produces a series of three documents, each entitled Sole Agency Agreement and bearing to be on the Complainant's headed notepaper. Each of these specifies that the Respondent is the Complainant's sole agent in Egypt, responsible for registration and distribution of certain SWISSLAC branded products. The first such agreement ran from January 1, 2017 to January 1, 2022. The second ran from January 1, 2019 to January 1, 2024 (with automatic renewal for an additional two years unless terminated on three months' notice). The third runs from January 1, 2024 to January 1, 2029 (with the same automatic renewal and termination provisions). The postal address for Eagles International Co. on the third sole agency agreement is almost identical to the postal address on the website associated with the disputed domain name.

The Respondent produces documentation indicating that a third party manufacturer of products for the Complainant (and as far as the Panel can tell, a supplier of such products to the Respondent) has engaged in litigation with the Complainant in the Court of North Netherlands after the Complainant sought and obtained a seizure order (conservatoir beslag) on February 13, 2025 in respect of certain SWISSLAC products that had been manufactured for supply to the Respondent. The documentation was supplied in Dutch and the Panel has used a machine translation to be able to refer to its contents. A decision was issued in this case on April 18, 2025. As the subject matter of the said litigation is not the disputed domain name, paragraph 18 of the Rules is not engaged, and the decision does not appear to add anything significant to the Panel's understanding of the present dispute between the Parties, save for the fact that it indicates that the first Sole Agency Agreement was entered into by the Parties in 2013, suggesting that they have a long history of commercial cooperation.

On September 23, 2024, a draft Distribution and Marketing Services Agreement proposed to be entered into between the Parties was forwarded by the Complainant to the Respondent by email. On November 11, 2024, the Respondent wrote to the Complainant by email seeking an adjustment to certain prices in the said draft. On the same day, the Complainant replied by email confirming that the prices had been adjusted in an attached revised draft, and requested that this be reviewed, signed, and a clean version sent back to the Complainant. On November 18, 2024, the Respondent emailed the Complainant attaching a signed and stamped copy of the said agreement, and noting that the hard copy had been sent by courier. The Complainant states that the said hard copy was received by it around November 20, 2024, or November 21, 2024.

The version of the Distribution and Marketing Services Agreement signed and stamped by the Respondent is before the Panel. The said agreement appears to have been executed by the Respondent on October 1, 2024. Neither of the Parties have explained the discrepancy, in that such date is before the revised version was sent for signature, although the Panel assumes that it must have been backdated by the Respondent because it does contain the revised pricing agreed on November 11, 2024. In any event, nothing turns on this in the present administrative proceeding.

Said Agreement contains a number of clauses pertaining to domain name registrations, notably, (paraphrased for brevity):

Clause 1.30 provides a definition of Intellectual Property which includes domain names.

Clause 2.10 states that other than expressly provided in said agreement, nothing in said agreement shall be construed to confer any rights of ownership as to any Intellectual Property upon the Respondent.

Clause 6.3 states that the Respondent will not register or attempt to register any Intellectual Property similar to or resembling any and/or any other Intellectual Property of the Complainant, in any language, or anywhere in the world.

On March 6, 2025, the Complainant issued formal notice to the Respondent terminating the Sole Agency Agreement valid until January 1, 2024, and that valid until January 1, 2029, each upon three months' notice. Consequently, the said agreements expired on June 6, 2025. It is not known whether the draft Agency Agreement signed and stamped by the Respondent was ever signed by the Complainant, and, as discussed below, this does not matter for present purposes.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name contains the word element of the Complainant's trademark SWISSLAC in its entirety with the descriptive word "Egypt" which does not change the overall impression of the trademark other than to indicate that the content of any website might be directed to Egypt.

The Complainant notes that its mark predates the registration date of the disputed domain name, adding that a domain name should avoid confusion with a prior trademark, especially when that trademark is notorious (exemplified through the use of Internet search tools such as Google, and adding that a search for the invented term "Swisslac" on Google leads to a list of results showing a connection to the Complainant). The Complainant asserts in addition that it has not authorized, licensed, or permitted the Respondent to register or use the disputed domain name, or to use its trademark in a domain name.

The Complainant asserts that the Respondent registered and used the disputed domain name in bad faith, many years after the registration of the Complainant's mark, to gain a commercial advantage by purposely misleading consumers, noting that a Google search (and/or a trademark search) would have disclosed the Complainant's interest and its worldwide activities including in Egypt. The Complainant says that it therefore concludes that the Respondent was aware of the Complainant's business activities and willingly sought commercial advantage therefrom, demonstrating registration in bad faith. The Complainant submits that it may be presumed that the Respondent had the Complainant in mind when it registered the disputed domain name because the Complainant's mark is an invented term and seems to be the exact reason for the Respondent's selection of the disputed domain name.

B. Respondent

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the disputed domain name. Notably, the Respondent contends that it (Eagles International Co.) has been the sole and exclusive distributor of SWISSLAC branded products in Egypt since 2013 under multiple signed and documented sole agency agreements, with the most recent one covering the period 2024 to 2029.

The Respondent asserts that its use of the term “Swisslac Egypt” reflects its authorized commercial activity in Egypt and Africa, as recognized in a 2020 settlement agreement with an official (third party) manufacturer of the product. The Respondent asserts that the court case between the manufacturer and the Complainant referred to in the factual background section above found that there was no trademark infringement by the Respondent or its partners, and that the Complainant deliberately omitted key information in its claims, adding that the court lifted the seizure order and dismissed the Complainant’s allegations.

The Respondent submits that the disputed domain name was registered and used in good faith to represent its authorized local distribution and not to mislead or abuse the Complainant’s rights, to misrepresent or to create confusion.

C. Complainant’s Reply to Procedural Order No. 1

The Complainant states that the Respondent is unknown to it, and that there is no contractual relationship between the Complainant and a person named Ahmed Helal (the named registrant of the disputed domain name) nor any organization named “Swiss Lac Egypt”, adding that the now-terminated Sole Agency Agreements stated that Eagles International Co. was the sole agent for distributing the Complainant’s product into Egypt. The Complainant refers to the Distribution and Marketing Services Agreement which Eagles International Co. signed as of October 1, 2024, noting that this provided that said agreement was personal to Eagles International Co., and that no third party would have the right to enforce any term of said agreement. The Complainant concludes that Eagles International Co. was not authorized to distribute SWISSLAC products under a different company name or via a third party and could not grant the registrant of the disputed domain name any authority to act on its behalf to register the disputed domain name, such that said registrant could not be treated as the same entity as Eagles International Co.

The Complainant produces and discusses the terms of the said Distribution and Marketing Services Agreement, and among others, the provisions outlined in the factual background section above, and the history of said agreement’s review and approval by Eagles International Co. The Complainant notes that despite the obligations regarding domain names, the disputed domain name was registered on November 26, 2024, only a few days after said agreement’s execution by Eagles International Co. The Complainant asserts that Eagles International Co. agreed on all points with said agreement, including the clauses relating to domain names, adding that it may be assumed that Eagles International Co. instructed the registrant of the disputed domain name to register it, which it says constitutes registration and use in bad faith.

The Complainant notes that it terminated the Sole Agency Agreements and all other existing agreements with Eagles International Co. due to (unspecified) breaches of the contracts. The Complainant submits that even if the Respondent were an official reseller of SWISSLAC products (which it denies) it asserts that said Respondent has no rights or legitimate interests in the disputed domain name because it does not meet the cumulative criteria set out in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#), adding that the requirement to disclose accurately the Respondent’s relationship with the trademark owner on the website associated with the disputed domain name is not fulfilled.

D. Respondent’s Reply to Procedural Order No. 1

The Respondent did not reply to Procedural Order No. 1 before the deadline of August 8, 2025 and did not comment upon the Complainant’s reply thereto before the deadline of August 13, 2025.

6. Discussion and Findings

6.1 Procedural Issue: Complainant’s Supplemental Filing

Paragraph 12 of the Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“WIPO Overview 3.0”](#)), section 4.6.

Panels have sole discretion, under paragraphs 10 and 12 of the Rules, whether to accept an unsolicited supplemental filing from either party, bearing in mind the need for procedural efficiency, and the obligation to treat each party with equality and ensure that each party has a fair opportunity to present its case. The party submitting a supplemental filing would normally need to show its relevance to the case and explain why it was unable to provide that information in the complaint or response (for example, owing to some exceptional circumstance).

The Complainant filed an unsolicited supplemental filing on July 31, 2025. To a large extent, this filing was superseded by the contemporaneous issue by the Panel of Procedural Order No. 1. Furthermore, the Complainant incorporated aspects of its supplemental filing into its response to Procedural Order No. 1. In these circumstances, it is unnecessary for the Panel to admit the Complainant's supplemental filing other than as repeated or adopted in its said response, and the Panel therefore declines to do so.

6.2 Procedural Issue: Respondent's Identity

Paragraph 1 of the Rules defines the Respondent as "the holder of a domain-name registration against which a complaint is initiated". The Panel nevertheless has discretion to substitute or join another entity as a respondent by way of its general powers as set out in paragraph 10(a) of the Rules.

In the present case, the Complainant has made it clear throughout the administrative proceeding that it has had no dealings with the registrant that is the named holder of the disputed domain name. Nevertheless, as set out in Procedural Order No. 1, the Panel noted that said registrant referred to Eagles International Co. as "our company" in the Response, and it is clear that said registrant evidently had access to the Sole Agency Agreements that were entered into between the Complainant and that entity. The Response further asserted that the disputed domain name was used for that entity's authorized commercial activity in Egypt. The Panel further noted that although there was no organization name featured on the website associated with the disputed domain name, the listed address is substantially the same as the address for said entity given in the Sole Agency Agreement dated 2024.

In all of these circumstances, the Panel has determined that Eagles International Co. should be joined as Respondent in the present case, and it should therefore be deemed incorporated in the term "Respondent" in the remainder of this decision. The registrant that is the holder of the disputed domain name will however be retained in the instance of the decision for the purposes of continuity, and in order that the Registrar may give effect to any determination hereunder to transfer the disputed domain name.

6.3 Substantive issues

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

The Panel finds the mark is recognizable within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The trademark cited by the Complainant is a combined or mixed mark in which both word and graphical elements are represented. However, the graphical elements are severable from the underlying word elements, such that the latter may be compared to the disputed domain name. [WIPO Overview 3.0](#), section 1.10. The comparison of the textual elements of the mark shows that the disputed domain name is identical to the SWISSLAC word element of the Complainant's mark (the Arabic element being likewise identical after transliteration), such that the disputed domain name may be considered to be confusingly similar to the said mark. The applicable Top-Level Domain in a domain name (here ".com") is viewed as a standard

registration requirement and as such is typically disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1.

Although the addition of other terms, here, “egypt” may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of “proving a negative”, requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Panel therefore turns to the Respondent’s case in rebuttal.

The essence of the Respondent’s position is that it is conducting authorized commercial activity based upon the Sole Agency Agreements. Panels tend to assess claimed respondent rights or legitimate interests in the present, i.e., with a view to the circumstances prevailing at the time of the filing of the complaint. Without prejudice to the complainant’s duty to establish that a domain name has been registered and used in bad faith, a respondent claiming a right or legitimate interest in a domain name for example based on a prior agreement or relationship between the parties or based on past good-faith use (thus demonstrating merely a past right or legitimate interest) would not necessarily have rights or legitimate interests in the domain name, at the time a decision is rendered. [WIPO Overview 3.0](#), section 2.11.

The Complainant has provided evidence that the Sole Agency Agreements, so far as then subsisting, were terminated on March 6, 2025, with the termination therefore taking effect from June 6, 2025. The related notice of termination was produced by the Complainant in response to Procedural Order No. 1. The Respondent did not comment upon this despite having received the opportunity to do so, and this raises a reasonable inference that the Respondent accepts the termination is valid.

Considering the circumstances prevailing at the time of the filing of the Complaint, therefore, the Respondent cannot derive rights or legitimate interests from the Sole Agency Agreements, which had already been terminated. In addition, and as discussed in the section relating to the third element assessment below, the Respondent also signed the Distribution and Marketing Services Agreement on October 1, 2024, which, if it had also been executed by the Complainant, would have operated to preclude the registration of the disputed domain name. Even if not itself a concluded agreement between the Parties, this document gave notice to the Respondent at a point before it registered the disputed domain name that the Complainant did not wish its commercial arrangements with the Respondent to entitle the Respondent to register any domain names containing the Complainant’s trademark. The fact that the Respondent nevertheless proceeded to register a corresponding domain name, having executed its part of this agreement and delivered it electronically and in hard copy to the Complainant, further affirms the fact that the Respondent cannot claim rights and legitimate interests in the disputed domain name on the basis of its prior commercial activities.

For completeness, the Panel has also considered the use to which the disputed domain name has been put, namely for a website on which products branded with the Complainant's SWISSLAC trademark are sold. The question of whether it is permissible for the Respondent to sell such products using the Complainant's trademark in the disputed domain name is best resolved as a reseller question to which the "Oki Data" test is typically applied. [WIPO Overview 3.0](#), section 2.8.1. This test is composed of several cumulative elements, the first of which is that the Respondent must actually be offering the goods or services at issue. In this case, there is some doubt on that issue. Although the Respondent argues that the products have been manufactured according to its commercial arrangements with the Complainant, the Complainant appears to dispute this. However, even if the Panel assumed for present purposes that the Respondent is offering the Complainant's actual products for sale on the website associated with the disputed domain name, the Respondent fails the third element of the test, namely that such website must accurately and prominently disclose the registrant's relationship with the trademark holder. In this case, no such disclosure is made, nor does the said website even make it clear whether it is operated by the Respondent, in that no organization name is given in the "Contact us" section.

Even if such disclosure were to be made (whether using a disclaimer or otherwise), the circumstances of the case – beginning with the composition of the disputed domain name, namely the relevant mark plus a geographical term – point to an attempt by the Respondent to create unfairly the appearance of an affiliation with the Complainant where one does not exist. And beyond the composition of the disputed domain name, the look and feel of the associated website is further evidence of an attempt to create the appearance of such non-existent affiliation. Indeed, in a case where the domain name is comprised of the mark plus a term that signals an affiliation with the brand owner (as here, a geographical term), or is capable of different interpretations as to its intent (e.g., terms such as "sales" or "direct"), the onus will be on the respondent to satisfy the panel that it has sufficiently distinguished itself from the brand owner so as to not capitalize unfairly on the brand owner's reputation and goodwill, and it may be difficult to overcome the initial impression given by the domain name of an affiliation with the brand owner. See [WIPO Overview 3.0](#), sections 2.5.1 and 2.5.2. To be clear, this goes beyond merely having a different site presentation or logo or color scheme than that of the brand owner – equally, discounted prices would not likely count much if at all in a respondent's favor on this point; the respondent's site must overall make it clear that it is independent. That is plainly not the case here.

Finally, there is no evidence that the Respondent fails the fourth element of the test, which is that the Respondent must not try to "corner the market" in domain names that reflect the trademark. Nevertheless, as the requirements of the test are cumulative, and the Respondent has failed at least one of these, it could not claim rights or legitimate interests via this route.

The Respondent indicates in the Response that it seeks to rely upon a 2020 settlement agreement with an official (third party) manufacturer of the product. Crucially, however, it failed to produce a copy of this agreement when the Panel requested it to do so by way of Procedural Order No. 1. In the absence of suitable evidence, the Respondent cannot claim rights or legitimate interests for the purposes of the Policy on the basis of a mere assertion. The Panel presumes in any event that the most that any such agreement might have said is that the Respondent is allowed to sell certain products manufactured by the third party manufacturer. Without something more, this would not allow it to establish rights or legitimate interests in the disputed domain name, which contains the Complainant's trademark, unless there was also some form of explicit permission from the Complainant regarding such sale. The Respondent does not indicate that the Complainant was a party to this agreement, or that it contained any such permission.

The Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

In the present case, the Panel notes that the Respondent registered the disputed domain name on November 26, 2024, some time after it had signed the Distribution and Marketing Services Agreement which

contained a clear and unequivocal prohibition on the Respondent registering domain names containing the Complainant's trademark. Before signing, stamping, and returning the said agreement, the Respondent took care to negotiate its terms with the Complainant and secured certain changes regarding proposed pricing. In these circumstances, it could not be said that the Respondent was unaware of or had overlooked the provisions relating to domain names, as it evidently considered the terms of the agreement as a whole. The Panel notes for completeness that it does not seek (nor is it able) to enforce the said agreement. Likewise, it does not matter for present purposes that such agreement was not necessarily executed by the Complainant. What matters for the purposes of the third element assessment under the Policy is that such agreement contained clear notice that the Complainant was not prepared to grant permission for the Respondent to register domain names corresponding to its trademark, notice that was given to the Respondent and acknowledged by it before it proceeded to register the disputed domain name. Even if the Parties had a long trading history, and the Respondent had been the Complainant's sole agent for some time prior (at least before termination of the agency agreements), the registration of such a domain name after having received such notice could not be considered to be an act of good faith.

As far as the use of the disputed domain name is concerned, it should be noted that the Respondent has created a website through which it seeks to sell products to which the Complainant's trademark has been applied. The disputed domain name consists of the Complainant's trademark and the geographic name "Egypt" (here capitalized by the Panel). This effectively makes the representation to Internet users that the Respondent is the Complainant's representative in that territory, when it is not. Internet users wishing to check the Respondent's entitlement to sell such product might themselves run into difficulty because the Respondent does not fully disclose its identity on the said website, and they may reasonably conclude that the website is an official site of the Complainant due to the presence of its trademark both in the disputed domain name and the website content. In all of these circumstances, the Panel finds that the disputed domain name is likely to mislead Internet users by promoting a false affiliation with the Complainant's trademark, and furthermore that by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of said website conform to paragraph 4(b)(iv) of the Policy.

The Panel finds that the Complainant has established the third element of the Policy.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <swisslacegypt.com> be transferred to the Complainant.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: August 20, 2025