



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1528/5/7/22 (T)

BETWEEN:

VOLKSWAGEN AG & OTHERS

Claimants

- v -

- (1) MOL (EUROPE AFRICA) LTD
- (7) “K”-LINE HOLDING (EUROPE) LTD
- (8) “K”-LINE (EUROPE) LTD
- (9) KAWASAKI KISEN KAISHA, LTD

Defendants / Rule 39 Claimants

(10) MITSUI O.S.K. LINES, LIMITED

Defendant

- and -

NIPPON YUSEN KABUSHIKI KAISHA

Rule 39 Defendant

ORDER

UPON the parties agreeing that a confidentiality ring is required in these proceedings

AND UPON the Confidentiality Ring Order of Mr Justice Jacobs made by consent on 10 June 2022 (the “**Confidentiality Ring Order**”)

AND UPON the Tribunal's Order made by consent on 11 January 2023 consolidating Case No. 1571/5/7/22 (T) with Case No. 1528/5/7/22 (T)

AND UPON the Claimants, the First and Seventh to Tenth Defendants and the Rule 39 Defendant agreeing to amend the Confidentiality Ring Order

AND UPON each of the persons named in Parts A and B of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Parts C or D respectively of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1. For the purposes of this Order:

1.1.1. "**Confidential Information**" means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.

1.1.2. "**Inner Confidentiality Ring Information**" means:

- (a) documents or information provided by a Party to this Order, including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
 - (ii) are designated as Inner Confidentiality Ring Information by the Tribunal; and
- (b) without prejudice to the generality of paragraph 1.1.2(a) above, documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;

- (ii) *inter-partes* correspondence;
- (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
- (iv) transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under paragraph 1.1.2(a); but

- (c) redacted versions of the documents described at paragraph 1.1.2(b) above are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under paragraph 1.1.2(a).

1.1.3. “**Inner Confidentiality Ring Members**” are:

- (a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 5 below or by an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 5 below) where the Proposing Party (as defined below) has complied with paragraph 5.1.1;
- (b) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals, but including counsels’ clerks) under the supervision of those persons identified in paragraph 1.1.3(a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order; and

- (c) any external eDisclosure or litigation support provider, including providers of translation services, engaged by any of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in paragraph 1.1.3(a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified to the other Parties in writing at least two (2) working days in advance, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

1.1.4. “**Outer Confidentiality Ring Information**” means:

- (a) documents or information provided by a Party to this Order, including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
 - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and
- (b) without prejudice to the generality of paragraph 1.1.4(a) above, documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;
 - (ii) *inter-partes* correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under paragraph 1.1.4(a); but

- (c) redacted versions of the documents described at paragraph 1.1.4(b) above are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under paragraph 1.1.4(a).

1.1.5. **“Outer Confidentiality Ring Members”** are:

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 5 below or by an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order, and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 5 below) where the Proposing Party (as defined below) has complied with paragraph 5.1.1;
- (c) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals, but including counsels’ clerks) under the supervision of those persons identified in paragraphs 1.1.5(a) and (b) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order; and
- (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in paragraphs 1.1.5(a) and (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified to the other Parties in writing at least two (2)

working days in advance, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order.

1.1.6. “**Parties**” means the parties to these proceedings (and “**Party**” shall be construed accordingly).

1.1.7. “**These proceedings**” means the claim filed in the Commercial Court, a part of the Queen’s Bench Division of the High Court of Justice on 27 November 2020 by the Claimants against the First and Seventh to Ninth Defendants under Claim Number CL-2020-000780 (as however amended) and as consolidated with the claim filed in the Commercial Court on 18 August 2022 by the Claimants against the Tenth Defendant under Claim Number CL-2022-000452, and any appeal therefrom.

2. INNER CONFIDENTIALITY RING INFORMATION

2.1. Inner Confidentiality Ring Information provided in the context of these proceedings is to be provided or made available solely to the Inner Confidentiality Ring Members, to be held by them on the terms set out in Part C of the Schedule to this Order, subject to the following paragraphs of this Order.

3. OUTER CONFIDENTIALITY RING INFORMATION

3.1. Outer Confidentiality Ring Information provided in the context of these proceedings is to be provided or made available solely to the Outer Confidentiality Ring Members, to be held by them on the terms as set out in:

3.1.1. if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Order, subject to the following paragraphs of this Order; or

3.1.2. if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Order, subject to the following paragraphs of this Order.

4. SCOPE OF THE ORDER

- 4.1. Nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than via these proceedings under the terms of this Order.

5. ADDITIONS TO OR REMOVAL FROM THE INNER OR OUTER CONFIDENTIALITY RING

- 5.1. If a Party to this Order (the “**Proposing Party**”) wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member:

5.1.1. it shall notify and request the express written consent of the other Parties (each a “**Receiving Party**”), and when requesting such written consent, specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary;

5.1.2. following receipt of a notice pursuant to paragraph 5.1.1 above, a Receiving Party shall not unreasonably withhold or delay their consent and if any Receiving Party objects to the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, it shall notify the Proposing Party in writing within five (5) working days that it so objects along with a statement of the reason(s) for the objection;

5.1.3. if express consent is given by all the Receiving Parties, or any Receiving Party fails to give express consent and fails to give written notice of objection within the five (5) working days period specified in paragraph 5.1.2 above:

(a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as applicable) of the Schedule to this Order; and

(b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 5.1.3(a) above and an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties.

- 5.1.4. Upon the steps in paragraphs 5.1.1 to 5.1.3 being completed, the additional person becomes an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member (as applicable).
- 5.1.5. If any objection referred to in paragraph 5.1.2 above is received, the Proposing Party may apply to the Tribunal provided prior written notice of such application is given to the Receiving Parties, and the additional person will become an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member (as applicable) if the Tribunal so orders.
- 5.2. If a Party wishes to remove a person as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party shall notify the other Parties and provide an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties. The Party shall also comply with paragraph 8 including (subject to paragraphs 8.1 and 8.2) by notifying the person to be removed from the Inner Confidentiality Ring or Outer Confidentiality Ring that such person must immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. For the avoidance of any doubt, a Party may only remove a person whom it had (initially or by following the process in paragraph 5.1) proposed as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member.

6. DESIGNATION OF DOCUMENTS / INFORMATION

- 6.1. A Party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 6.2. Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Party or Parties receiving the document/information.
- 6.3. A designation of not confidential means that the document/information is not Confidential Information.

- 6.4. Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not Confidential Information. A party may alter the designation of a document/information to correct any erroneous designation by notice in writing to all Parties that received such document/information, save that the party making the alteration acknowledges that the document/information may have been treated in accordance with its original designation and that this may limit what the receiving party can do to address any redesignation.
- 6.5. A Party receiving documents/information in these proceedings may request that the disclosing Party or Parties amend the designation of a document/information that it has or they have provided (including amendment to a designation of not confidential) as follows:
- 6.5.1. The requesting Party must provide a written request to the disclosing Party or Parties (copied to the other Parties) specifying the following:
- (a) the relevant document and/or information;
 - (b) the designation the requesting Party believes is appropriate; and
 - (c) why it is reasonable and necessary for the designation of the relevant document and/or information to be amended.
- 6.5.2. A disclosing Party may consent in writing to amend the designation of the relevant document and/or information, with such consent not to be unreasonably withheld and, in any event, any response should be provided within five (5) working days of having initially received the written request referred to at paragraph 6.5.1 above; and
- 6.5.3. Should the consent referred to in paragraph 6.5.2 above not be obtained from each disclosing Party, the requesting Party may apply to the Tribunal for an order that the relevant document and/or information should be designated as either: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or

(iii) not confidential (as the requesting Party deems appropriate), provided that prior written notice is given of that application to the other Parties.

7. PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

7.1. Nothing in this Order or in its Schedule prevents a Party, its advisors or experts from sharing (or from consenting to the sharing of) Confidential Information provided by that Party in these proceedings.

7.2. A Party that receives Confidential Information in these proceedings may request that:

7.2.1. certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or

7.2.2. certain Inner Confidentiality Ring Information is to be provided or made available to one or more persons who are Outer Confidentiality Ring Members or who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members.

7.3. If a Party wishes such Confidential Information to be provided or made available to such persons in accordance with paragraph 7.2:

7.3.1. it shall notify and request the express written consent of the other Parties, specifying the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);

7.3.2. following receipt of a notice pursuant to paragraph 7.3.1 above, any recipient of such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to

the proposed person, they shall notify the requesting Party in writing within five (5) working days of receipt of that notice that they so object;

7.3.3. if each recipient required to be provided with a notice under paragraph 7.3.1: (i) gives express consent; or (ii) fails to give express consent and fails to give written notice of objection within the five (5) working days period specified in paragraph 7.3.2 above:

7.3.4. the additional person shall be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them;

7.3.5. the Party concerned shall provide the written undertaking referred to in paragraph 7.3.4 above to the Tribunal and the other Parties; and

7.3.6. on the completion of the steps in paragraphs 7.3.1 to 7.3.5, the additional person may be provided with the documents and/or information.

7.4. If any objection referred to in paragraph 7.3.2 above is received, the requesting Party may apply to the Tribunal provided that prior written notice of such application is given to the other Parties. The additional person may be provided with the documents and/or information if the Tribunal so orders.

8. COPIES OF CONFIDENTIAL INFORMATION

8.1. Subject to the exceptions in paragraph 8.2 below, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) must be destroyed (insofar as technologically feasible) or made inaccessible at the conclusion of these proceedings, or when a Party ceases to be involved in these proceedings, and at such time each applicable Party shall notify its Inner Confidentiality Ring Member(s) and Outer Confidentiality Ring Member(s) that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. In such circumstances, the Party concerned shall notify the remaining Parties within a reasonable

time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

8.2. The obligation in paragraph 8.1 above, is subject to the following exceptions:

8.2.1. Paragraph 8.1 does not apply to solicitors' or counsel's notes.

8.2.2. Paragraph 8.1 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the receiving Party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.

8.2.3. Paragraph 8.1 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.

8.2.4. Paragraph 8.1 does not apply to a Party in respect of the Confidential Information it provided.

9. UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

9.1. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties which provided the Confidential Information in these proceedings, and the improperly disclosing Party shall use all reasonable endeavours to prevent further unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

10. DISCLOSURE PURSUANT TO COURT ORDER

10.1. If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the legal representatives of the Party or Parties which produced the Confidential Information. If no Party which provided the Confidential Information in these proceedings takes steps to prevent the further disclosure of such Confidential Information within ten (10) working days of the date on which such written notice was given, the Party against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph only applies to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provides the Confidential Information in these proceedings.

11. ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

11.1. In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.

11.2. The costs of compliance with and of drafting this Order shall be costs in the case.

11.3. There shall be liberty to apply to vary the terms of this Order.

12. NOTICES

12.1. Any notice, consent or objection to be given under or in connection with this Order (each a "Notice" for the purposes of this paragraph) shall be in writing.

12.2. Service of a Notice must be effected by email.

12.3. Notices shall be addressed as follows:

12.3.1. Notices for the Claimants shall be marked for the attention of:

Email addresses: SMMaritimeCarCarriers@slaughterandmay.com

Reference: RAS/CLZS/OXL

12.3.2. Notices for the First and Tenth Defendant (MOL and Mitsui) shall be marked for the attention of:

Email addresses: jane.wessel@arnoldporter.com, alastair.brown@arnoldporter.com and AP_RoRo@arnoldporter.com

Reference: JW/AB/0023660-00011

12.3.3. Notices for the Seventh, Eighth and Ninth Defendants (K-Line and KK) shall be marked for the attention of:

Email addresses: jkelly@cgsh.com, pstuart@cgsh.com and Team-Kline-RoRo-CGSHOnly@cgsh.com

Reference: JK/PXS/LS/FD/31550-016

12.3.4. Notices for the Rule 39 Defendant (NYKK) shall be marked for the attention of:

Email addresses: arodger@steptoe.com, cwhiddington@steptoe.com and sjroroVW@steptoe.com

Reference: AR/CW/026318.00013

The Hon Mrs Justice Cockerill DBE
Chair of the Competition Appeal Tribunal

Made: 6 February 2023
Drawn: 7 February 2023

SCHEDULE

PART A: Inner Confidentiality Ring Members

Claimants (Volkswagen AG and Others)

Slaughter and May

Richard Swallow, Partner

Camilla Sanger, Partner

Elizabeth Jordan, Senior Counsel

Edward Coles, Associate

Olga Ladrowska, Associate

James Lawrence, Associate

Tristan Crump, Associate

Naomi Rasooly, Associate

Kathryn Bevan, Associate

Honor Kerry, Associate

Ross Muir, Contract Lawyer

Zoe Timms, Contract Lawyer

Lale Cengiz, Contract Lawyer

Fryderyk Hoffmann, Contract Lawyer

Alexandra Poole, Contract Lawyer

Peter May, Trainee

Charlotte Lazarowicz, Trainee

Daniel Whitham, Trainee

Ollie Cantrill, Trainee

Abbie Bauckham, Paralegal

Luisa Knight, Contract Lawyer

Kaoru Ito, Contract Lawyer

Georgia McGlennon, Contract Lawyer

Jamie David, Contract Lawyer

Ella Malcolm, Contract Lawyer

Ethan Focas-Turk, Contract Lawyer

Samuel Gilmer, Contract Lawyer

Counsel

Brian Kennelly KC (Blackstone Chambers)

Andrew Scott KC (Blackstone Chambers)

Philip Woolfe (Monckton Chambers)

Oxera Consulting LLP

Robin Noble, Partner

Enno Eilts, Partner

Kimela Shah, Principal

Luca Grezio, Consultant

Jeremy Macrae, Consultant

Julian Kullik, Analyst

Gibson Dunn & Crutcher LLP

Georg Weidenbach, Partner

Linda Vögele, Associate

First and Tenth Defendant (MOL)

Arnold & Porter (UK) LLP

Jane Wessel, Partner

Niels Ersbøll, Partner

Alastair Brown, Senior Associate

Louis van der Werff, Associate

Peggy Flanagan, Legal Assistant

Samuel Milucky, Associate

Shruti Venkatraman, Trainee Solicitor

Konstantinos Lampropoulos, Legal Assistant

Counsel

Mark Hoskins KC (Brick Court Chambers)

David Bailey (Brick Court Chambers)

Matthew Kennedy (Brick Court Chambers)

The Brattle Group Limited

Pinar Bagci

Can Çeliktemur

Bastia Copin

Eleonora Corbo

Filippo Nezzo

Seventh to Ninth Defendants (K-Line)

Cleary Gottlieb Steen & Hamilton LLP

Jonathan Kelly, Partner

Paul Stuart, Counsel

Fay Davies, Associate

Pamela Holmes, Associate

Georgina Rawson, Associate

Andreas Wildner, Trainee

Sabrina Stewart, Trainee

Maddison Shin, Paralegal

Lanto Sheridan, Associate

Alexandros Athanasopoulos, Associate

Nishimura & Asahi

Tokuhiro Matsunaga, Partner

Nobuhiro Tanaka, Partner

Taisuke Ueno, Associate

Counsel

Tony Singla KC (Brick Court Chambers)

Anneliese Blackwood (Monckton Chambers)

RBB Economics

Adrian Majumdar

Richard Murgatroyd

Jasmine Peng

Julie Yerle

Rule 39 Defendant (NYKK)

Steptoe & Johnson UK LLP

Charles Whiddington

Angus Rodger

Yumiko Takahashi

Natalia Gofman

Danyall Arnold

Counsel

Marie Demetriou KC (Brick Court Chambers)

Daniel Piccinin KC (Brick Court Chambers)

Allan Cerim (Brick Court Chambers)

BRG

Dr Frederick R. Warren-Boulton

Secretariat Economists

Dr Paul Godek

PART B: Outer Confidentiality Ring Members

*(excluding Outer Confidentiality Ring Members who are also
Inner Confidentiality Ring Members)*

Claimants (Volkswagen AG and Others)

Caroline Hemler

Philipp Dembowski

Markus Cichy

Tina Schmidt

First and Tenth Defendant (MOL)

Yuichi Hirano

Rudolf Luttmann

Ryosuke Sugimoto

Hideki Utsunomiya (Mori Hamada & Matsumoto)

Seventh to Ninth Defendants (K-Line)

Fumiyoshi Sato

Satofumi Asahi

Kiyotaka Suzuki

Rule 39 Defendant (NYKK)

Takaaki Hashimoto

Satoru Katsube

Eriko Kawauchi

Kazuhiko Nakashima

Richard Beyer

PART C
UNDERTAKING (TO BE PROVIDED BY
INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **[name]**, of **[company]** being **[legal or other qualification or position]** undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Tribunal's Order of 6 February 2023 and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I will use the Confidential Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).

6. The documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Inner Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. The production of further copies by me of the documents containing the Inner Confidentiality Ring Information shall be limited to those required for the use of the Inner Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
9. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 8.2 of the Tribunal's Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date:

PART D
UNDERTAKING (TO BE PROVIDED BY
OUTER CONFIDENTIALITY RING MEMBERS)

In respect of any Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Outer Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, [name], of [company] being [legal or other qualification or position] undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Tribunal's Order of 6 February 2023 and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will use the Outer Confidentiality Ring Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
6. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the

Outer Confidentiality Ring Members for the purposes of these proceedings only and shall be held in accordance with paragraph 4 of this undertaking.

7. Subject to the exceptions in paragraph 8.2 of the Tribunal's Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date: