



IN THE COMPETITION
APPEAL TRIBUNAL

Case Nos: 1441/7/7/22
1442/7/7/22
1443/7/7/22
1444/7/7/22

BETWEEN:

**COMMERCIAL AND INTERREGIONAL CARD CLAIMS I LIMITED v
MASTERCARD INCORPORATED & OTHERS**

**COMMERCIAL AND INTERREGIONAL CARD CLAIMS II LIMITED v
MASTERCARD INCORPORATED & OTHERS**

(together, “the Mastercard Proceedings”)

**COMMERCIAL AND INTERREGIONAL CARD CLAIMS I LIMITED v VISA INC.
& OTHERS**

**COMMERCIAL AND INTERREGIONAL CARD CLAIMS II LIMITED v VISA INC.
& OTHERS**

(together, “the Visa Proceedings”)

CONFIDENTIALITY RING ORDER

UPON the Reasoned Order of the Tribunal made on 21 February 2023 in respect of the Visa Proceedings and the Mastercard Proceedings (together, the “Proceedings”)

AND UPON the Parties agreeing that documents containing confidential information shall be marked up to indicate either where they contain the Parties’ confidential information or that the entire document is confidential

AND UPON such confidentiality markings being without prejudice to (i) any disputes as to whether confidential treatment should be accorded which may need to be determined by the Tribunal; and (ii) the Parties' right to make further requests for confidential treatment

AND UPON the Parties agreeing that where necessary certain categories of confidential material will be shared only with the Tribunal, and not with other Parties

AND UPON the Parties agreeing that any Party may apply to the Tribunal to review the continued need for this Order, or amend its terms, upon written notice to the other Parties of its intention to do so

AND HAVING REGARD TO the power of the Tribunal under Rule 53(2)(h) of the Competition Appeal Tribunal Rules 2015 (the "Tribunal Rules"),

IT IS ORDERED THAT:

1. For the purposes of this Order:

1.1 "**Card Scheme**" shall mean either Mastercard or Visa.

1.2 "**Confidential Documents**" are documents containing Confidential Information (whether in whole or in part). For the avoidance of doubt, any notes, copies, reports, submissions or other documents containing, reproducing or reflecting the content of Confidential Documents are themselves Confidential Documents unless all Confidential Information contained in them has been redacted. Documents that use Confidential Information in Confidential Documents (for example, to provide an aggregation of Confidential Information) but which do not reveal the content of Confidential Information shall not be Confidential Documents.

1.3 "**Confidential Information**" means (i) information the disclosure of which would be contrary to the public interest; (ii) commercially sensitive information, the disclosure of which would or might significantly harm the legitimate business interests of the undertaking(s) to which it relates (which, for the avoidance of doubt, may include undertaking(s) other than the Designating Party); and/or (iii) information relating to the private affairs of an individual,

the disclosure of which would or might significantly harm that individual's interests. Confidential Information shall exclude information which is, at the time of disclosure, already published or generally available to the public or, after the time of disclosure, is published or becomes generally available to the public, other than through the act or omission of a receiving Party or a Permitted Person (as defined below).

- 1.4 **“Designating Party”** shall mean, in relation to any document, the Party that disclosed or filed that document in any Individual Proceeding.
- 1.5 **“Director of the Proposed Class Representatives”** shall mean the director(s) of Commercial and Interregional Card Claims I Limited and Commercial and Interregional Card Claims II Limited as appointed at any given time and who is listed in Schedule A and has provided an undertaking in the form set out in Schedule B. For the purpose of this Order, the Director of the Proposed Class Representatives shall have the same rights and obligations as an External Permitted Person.
- 1.6 **“External Permitted Person”** shall mean a Permitted Person who is an external legal or other professional adviser to a Party in any Individual Proceeding and who is listed in Schedule A and has provided an undertaking in the form set out in Schedule B.
- 1.7 **“Individual Proceeding”** shall mean each of the proposed collective proceedings encompassing case numbers 1441/7/7/22, 1442/7/7/22, 1443/7/7/22 and 1444/7/7/22.
- 1.8 **“Internal Permitted Person”** shall mean a Permitted Person who is an internal legal adviser to a Party in any Individual Proceeding and who is listed in Schedule A and has provided an undertaking in the form set out in Schedule B.
- 1.9 **“Party”** shall mean any party to any Individual Proceeding.
- 1.10 **“Permitted Persons”**:

1.10.1 “**Permitted Persons**” shall mean:

- (a) those persons listed in Schedule A (as amended from time to time pursuant to the terms of this Order and/or by the Tribunal) that have provided signed undertakings in the form set out in Schedule B to all Parties;
- (b) necessary secretary, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.10.1(a) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Documents and the terms of Schedule B to this Order; and
- (c) any external eDisclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide eDisclosure or similar services in support of those persons identified at paragraph 1.10.1(a) above, who may have access to the Confidential Documents as a necessary consequence of the provision of their services, provided that such providers have been informed of the confidential nature of the Confidential Documents and the terms of Schedule B to this Order.

1.10.2 Permitted Persons include Internal Permitted Persons, External Permitted Persons and the Director of the Proposed Class Representatives. Except as provided in paragraphs 1.10.2(a) and 1.10.2(b) below, each person so listed shall be a Permitted Person in respect of all Confidential Documents:

- (a) Save as otherwise agreed in writing, an Internal Permitted Person advising a Card Scheme shall not be permitted to receive or to see

Confidential Information which relates to any Card Scheme other than the Card Scheme which the Internal Permitted Person is advising.

- (b) Save as otherwise agreed in writing, an Internal Permitted Person shall not be permitted to receive or to see Confidential Documents which have been designated by a Party as “Restricted Confidential Documents”. For the avoidance of doubt, External Permitted Persons and the Director of the Proposed Class Representatives are permitted to receive and to see Restricted Confidential Documents.

1.11 “**Restricted Confidential Documents**” shall mean Confidential Documents which contain Confidential Information that is so sensitive that its disclosure by one Party to another and/or to third parties would create a substantial risk of causing the undertaking(s) to which it relates (which, for the avoidance of doubt, may include undertaking(s) other than the Designating Party) to suffer monetary or non-monetary injury or competitive or commercial disadvantage. A Party may designate a Confidential Document as a Restricted Confidential Document in accordance with paragraph 4 below.

1.12 “**Tribunal**” shall mean the Competition Appeal Tribunal.

- 2. This Order shall apply to all documents disclosed or filed with the Tribunal in the Proceedings. Subject to this Order, the restrictions in Rule 102 of the Tribunal Rules shall not apply to prevent any Party from using those documents in any Individual Proceeding.
- 3. Confidential Information and Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Documents) shall be provided by one Party to another only in accordance with this Order.

Designation of Confidential Documents

4. Any Confidential Document(s) (including, for the avoidance of doubt, any Restricted Confidential Document(s)) shall be designated as such by the Party that discloses or files it in the Proceedings. Any document which is designated as a Confidential Document may be subject to challenge in accordance with paragraph 6 of this Order.
5. Each Party shall be responsible, in respect of any document containing Confidential Information belonging to them which is disclosed or filed with the Tribunal, for labelling and highlighting any Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Documents) and Confidential Information in the following ways:
 - (a) Each Confidential Document shall be marked as “Confidential” or “Restricted Confidential” on each page of the document and will identify the Party or Parties to which the Confidential Information in that Confidential Document or Restricted Confidential Document relates.
 - (b) Any text and/or extract which contains Confidential Information will be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it), and square brackets must be inserted around the Confidential Information.
 - (c) To the extent that any Confidential Document or any Restricted Confidential Document is included in a hearing bundle, the bundle index shall state which documents are Confidential Documents and which are Restricted Confidential Documents, and shall identify the Party or Parties to which the Confidential Information in those Confidential Documents or Restricted Confidential Documents relates.

Challenge to Confidential Document Designation

6. The designation of a Confidential Document by a Party (including, for the avoidance of doubt, the designation of any Restricted Confidential Document) may be challenged in accordance with the terms below.
 - 6.1 If a Party wishes to challenge the designation of a Confidential Document, that Party shall do so by providing written notice to the Designating Party. The Parties shall make reasonable endeavours to ensure that any such challenges are brought, insofar as possible, in manageable batches and with reasonable expedition.
 - 6.2 In the event that a challenge is made pursuant to paragraph 6.1, the Designating Party may respond in writing to the challenge, providing a written explanation as to why the document has been designated a Confidential Document, or confirming that the designation will be modified. Such response shall be given as soon as reasonably possible but in any event within seven (7) days of receipt of the notice.
 - 6.3 Absent a response in accordance with paragraph 6.2, each document in question shall be deemed not to be a Confidential Document after the expiry of the seven (7) day period, or any extension to the seven (7) day time limit that has been agreed in accordance with paragraph 6.5.
 - 6.4 If the Party challenging confidentiality wishes to maintain its challenge following receipt of the Designating Party's response pursuant to paragraph 6.2, it shall provide written notice to the Designating Party setting out its reasons for doing so within seven (7) days of receipt of the Designating Party's response. The Party challenging confidentiality may apply to the Tribunal for determination of whether or not the document qualifies as a Confidential Document. Any such application must be made as soon as reasonably possible but in any event within fourteen (14) days following receipt of the Designating Party's response pursuant to paragraph 6.2. For the avoidance of doubt, a document in respect of which an application is made shall continue to be

designated a Confidential Document until such time as the challenge is upheld by the Tribunal.

6.5 The deadlines in this paragraph 6 may be extended by agreement between the challenging Party and Designating Party. Consent to a request for an extension shall not be unreasonably withheld.

6.6 For the avoidance of doubt, to the extent that the Tribunal asks for submissions as to why a document qualifies as a Confidential Document, it will be a matter for the Designating Party to address this.

Disclosure and inspection of Confidential Documents

7. Subject to this Order, the Party receiving Confidential Documents (including, for the avoidance of doubt, Restricted Confidential Documents) shall permit those documents to be inspected only by the Permitted Persons in respect of that document and only on the basis that:

(a) the recipient Permitted Person has provided to the Designating Party a signed copy of the undertaking at Schedule B;

(b) the Confidential Documents will be treated by each such Permitted Person as confidential and will be used by each such person solely for the purpose of the proper conduct of the Proceedings; and

(c) no such Permitted Person will, save as expressly provided for below at paragraph 8, discuss, disclose, copy, reproduce or distribute any Confidential Document or any Confidential Information contained therein.

8. Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any such Permitted Person from:

8.1 making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Document (including, for the avoidance of doubt, any Restricted Confidential Document) or its content

(which notes, copies, reports, submissions or other documents would themselves be Confidential Documents); and/or

- 8.2 disclosing any Confidential Document (including, for the avoidance of doubt, any Restricted Confidential Document) to any other person who is a Permitted Person in respect of that document, or any Confidential Information to any other person who is a Permitted Person in respect of a document containing such information, provided that no Confidential Information shall be otherwise directly or indirectly disclosed in the conduct of the Proceedings beyond the relevant Permitted Persons.
9. During any hearing in respect of the Proceedings, each Party wishing to refer to a Confidential Document (including, for the avoidance of doubt, any Restricted Confidential Document) shall be responsible for indicating to the Tribunal that the document contains Confidential Information and asking the Tribunal to put in place arrangements for the maintenance of any such Confidential Information.
10. Nothing in this Order shall prevent or prohibit a receiving Party from taking any action (including in particular disclosing Confidential Information and/or Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Document) to a person who is not a Permitted Person and/or referring to such documents or information in open court) which has been authorised in writing by the Designating Party or which a Party in receipt of Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Document) is required to take by applicable law or by a court of competent jurisdiction.
11. In the event of any disclosure of Confidential Information and/or Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Documents) other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, solicitors for the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Documents in the Proceedings, and the improperly disclosing Party shall use all reasonable endeavours to prevent further unauthorised disclosure including (to the extent possible) seeking to retrieve all copies of the Confidential

Information and/or Confidential Documents from the improper recipient(s) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information and/or Confidential Documents in any form.

Addition or removal of Permitted Persons

12. A Party seeking to designate an additional person as a Permitted Person by adding that additional person to Schedule A must:
 - 12.1 request permission from the Parties in writing for the additional person to be designated as a Permitted Person and added to Schedule A;
 - 12.2 provide in such request details of that proposed Permitted Person's role and an explanation of why his or her designation as a Permitted Person is necessary;
 - 12.3 state in such request if that person is to be an Internal Permitted Person or an External Permitted Person or the Director of the Proposed Class Representatives; and
 - 12.4 upon the Parties' agreement to the designation of the additional Permitted Person, provide the Tribunal and all Parties with a copy of the Schedule B Undertaking signed by the proposed Permitted Person and an up-to-date list of the Permitted Persons in Schedule A.
13. Each Party, other than the Party requesting that the additional person shall be designated as a Permitted Person, shall confirm within three (3) working days of the request pursuant to paragraph 12.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.
14. If a Party refuses consent to the additional person being designated a Permitted Person in accordance with paragraph 13, then that Party must provide written reasons (copying in all Parties) for why consent is refused at the same time as providing its refusal.

15. If a Party neither confirms nor refuses consent in accordance with paragraph 13 and 14 above, then following the expiry of three (3) working days, the additional person shall be designated as a Permitted Person.
16. If there are any disputes which cannot be resolved by the Parties, the Party seeking to include the additional person as a Permitted Person may apply to the Tribunal to have the issue determined, provided written notice of such application is given to the other Party. The additional person will become a Permitted Person if the Tribunal so orders.
17. If a Party wishes a Permitted Person to be removed from the Confidentiality Ring, they shall inform the Tribunal in writing (copying the representatives of the Parties) and provide the Tribunal and other Parties with an up-to-date list of the Permitted Persons in Schedule A. The Party must also comply with paragraph 20 (subject to paragraph 21) by notifying the person to be removed as a Permitted Person that they must immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Documents (including, for the avoidance of doubt, any Restricted Confidential Documents) in their possession. For the avoidance of doubt, a Party may only remove a Permitted Person from their own Party.
18. For the avoidance of doubt, there shall be no requirement to amend this Order upon the addition or removal of Permitted Persons.

Copies of Confidential Documents

19. The production of further copies of the Confidential Documents shall be limited to those required by the Permitted Persons to whom they are disclosed.
20. Subject to the exceptions at paragraph 21 below, each Party and Permitted Person must destroy copies of all Confidential Documents provided pursuant to this Order (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings (including the determination of any appeals), or when the Party or Permitted Person ceases to be involved in the Proceedings. At such time, that Party shall notify its Permitted Persons that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Documents in their possession. Each Party shall notify the other Party within a reasonable time that the

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

21. The obligation in paragraph 20 above is subject to the following exceptions:
 - 21.1 Paragraph 20 does not apply to solicitors' or counsel's notes;
 - 21.2 Paragraph 20 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;
 - 21.3 Paragraph 20 does not apply to Party's 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 Documents (including, for the avoidance of doubt, any Restricted Confidential Documents), subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents; and
 - 21.4 Paragraph 20 does not apply to a Party in respect of the Confidential Documents it provided.

Notices

22. Any notice, consent or objection to be given under or in connection with this Order (each a "**Notice**" for the purpose of this paragraph) shall be in writing.
23. Service of a Notice must be effected by email.
24. Notices shall be addressed as follows:
 - 24.1 Notices for the Proposed Class Representatives shall be marked for the attention of Marcus Parker Limited and sent to:

Email addresses: tross@harcusparker.co.uk; jrobinson@harcusparker.co.uk;
pwelch@harcusparker.co.uk; tcucos@harcusparker.co.uk;
aalmeida@harcusparker.co.uk.

Reference: TNR/JDMR/PTW 1117.0001

- 24.2 Notices for the Proposed Defendants in the Mastercard Proceedings shall be marked for the attention of Freshfields Bruckhaus Deringer LLP and Jones Day and sent to:

Email addresses: mark.sansom@freshfields.com;
ricky.versteeg@freshfields.com; ncotter@jonesday.com;
[\\$ukcommercialcollectiveactions@freshfields.com](mailto:$ukcommercialcollectiveactions@freshfields.com); rwarke@jonesday.com;
and inoyen@jonesday.com.

Reference: 168071.0002

- 24.3 Notices for the Proposed Defendants in the Visa Proceedings shall be marked for the attention of Linklaters LLP and sent to:

Email addresses: tom.cassels@linklaters.com; sarina.williams@linklaters.com;
and Linklaters_Interchange@linklaters.com.

Reference: L-331087

General provisions

25. The confidentiality terms in this Order are intended to apply unless or until superseded by a subsequent order of the Tribunal.
26. In the event of any anticipated or actual breach of this Order, any Party may seek to enforce this Order.
27. The Parties may agree and/or any Party may apply to the Tribunal to terminate the operation of this Order, vary the terms of this Order, remove any document from the

category of Confidential Documents (including, for the avoidance of doubt, the category of Restricted Confidential Documents), or vary the lists of Permitted Persons in Schedule A following an application by a Party made under paragraph 16 of this Order.

28. Nothing in this Order or the terms of the Schedule B undertaking shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other interchange fee related proceedings.
29. The costs of compliance with and of drafting this Order shall be costs in the case.
30. There shall be liberty to apply.

Ben Tidswell
Chair of the Competition Appeal Tribunal

Made: 21 February 2023
Drawn: 21 February 2023

SCHEDULE A: PERMITTED PERSONS

Proposed Class Representatives' Permitted Persons

Director of the Proposed Class Representatives
Stephen Allen, director of Commercial and Interregional Card Claims I Limited and Commercial and Interregional Card Claims II Limited
External Permitted Persons
<i>Counsel</i>
Michael Bowsher KC, Monckton Chambers
Conor McCarthy, Monckton Chambers
Suzanne Rab, Serle Court Chambers
Derek Spitz, One Essex Court
<i>External Solicitors (Harcus Parker Limited)</i>
Alvaro Almeida
Tania Cucos
Rob Murray
Jeremy Robinson
Thomas Ross
Pierre Welch

External economists (Competition Economists Group)

Mark Conaty

Nils von Hinten-Reed

Wouter Hollenberg

Maarten Janssen

Mariann Leskó

Jacques Lomani

Laura Robles Jimenez

Alison Sprague

Robert Tabell

Thierry Wetzel

Consultants

Adrian Palmer

Mastercard's Permitted Persons

Internal Permitted Persons

James Masterson, Senior Vice President, Head of Global Litigation, Mastercard Inc.

Susan Kennedy, Vice President, Litigation and Antitrust Europe, Mastercard Europe SA

External Permitted Persons
<i>Counsel</i>
Sonia Tolaney KC, One Essex Court
Matthew Cook KC, One Essex Court
Hugo Leith, Brick Court Chambers
<i>External solicitors (Freshfields Bruckhaus Deringer LLP)</i>
Mark Sansom
Ricky Versteeg
Nicholas Frey
Alexandra Holroyd
Alice Mingay
Toby Freedman
<i>External solicitors (Jones Day)</i>
Nicholas Cotter
Rebekah Warke
Sarah Batley
Isabella Noyen

Kyrsten Baker
Tom Besant
<i>External economists</i>
Joseph Bell
Adam Hildred
Chiara Broggin
Helen Jenkins
Gunnar Niels
Yulun Wang

Visa's Permitted Persons

Internal Permitted Persons
Adam Eaton, Chief Counsel: Litigation & Competition, Visa Inc.
Sarah Harper, Vice President: Senior Legal Adviser, Visa Europe Limited
Julia Holtz, Vice President: Litigation & Competition, Visa Europe Limited
Robin Morton-Fincham, Solicitor, Visa Europe Limited
Jo-Ann Quintana, Senior Legal Specialist, Visa Inc.
Julie Rottenberg, Executive Vice President, General Counsel, Visa Inc.

Emma Slatter, Chief Officer - Legal, Regulatory and Compliance, Visa Europe Limited

David Winfield, Senior Counsel. Visa Europe Limited

Verity Reynolds, Senior Associate Counsel, Visa Europe Limited

VE Member Representative

Marco Bolgiani, Chief Executive Officer, 441 Trust Company Limited

Kim Rosenbaum, Head of Project Management Office

External Permitted Persons

Counsel

Isabel Buchanan, Blackstone Chambers

Brian Kennelly KC, Blackstone Chambers

Daniel Piccinin, Brick Court Chambers

Jason Pobjoy, Blackstone Chambers

Laurence Rabinowitz KC, One Essex Court

External solicitors (Linklaters LLP)

Konstantin Adasikov

Melissa Akbulut

Ateeq Arif

Tsakani Brauer-Maxaia
Matthew Bunnage
Tom Cassels
Dobrochna Cieslik
Rebecca Dickie
Charlotte Dillow
Karris Graham-Moore
Carys Greenaway
Lucy Hodgkinson
Tara Janus
Claire Macdonald
Rachel Pearson
James Phoenix
Paul Romas
Jason Shardlow-Wrest
Mihika Upadhyaya
Celine Walker

Lucy Watkiss
Chris Walsh
Sarina Williams
<i>External solicitors (Milbank LLP)</i>
Cormac Alexander
Emily Norton
Mark Padley
Julian Stait
<i>External economists (AlixPartners LLP)</i>
Safter Burak Darbaz
Polyxeni Chardouveli
Felix Hammeke
Derek Holt
Atanas Kodzhamanov
Darrell Lim Ken Ji
<i>External economists (CRA International, Inc.)</i>
Ugur Akgun

Emilie Bartels
Javier Brugués
Gaber Burnik
Simeon Häfele
Hasnain Khaki
Oliver Latham
Edward Selway
Chara Tzanetaki
Dustin Walpert
<i>External advisers to the VE Member Representative (Allen & Overy LLP)</i>
Russell Butland
Rachel Donelan (née Penfold)
Jonathan Hitchin
<i>VE Member Representative</i>
Adrian Phillips, General Counsel, 441 Trust Company Limited

SCHEDULE B: CONFIDENTIALITY UNDERTAKING

The terms used but not defined in this document shall have the meaning given in the Order for the proceedings attached to, or accompanying, this document. For the avoidance of doubt, where relevant in this undertaking, references to Confidential Documents shall include Restricted Confidential Documents.

I, [NAME], of [ORGANISATION], being a [delete as applicable: Internal / External Permitted Person / Director of the Proposed Class Representatives] [and regulated so far as my professional conduct is concerned by [insert regulatory body]], undertake to the Parties and to the Tribunal that:

1. I have read a copy of the Order and understand the implications of the Order and the giving of this undertaking;
2. I will treat all Confidential Documents and/or any information contained in such Confidential Documents made available to me for the purpose of the proceedings as confidential and will use any such Confidential Documents and/or information only for the purpose of the proper conduct of the proceedings;
3. Except as expressly contemplated by the Order, I will not use, disclose, discuss, copy, reproduce or distribute any such Confidential Documents and/or their content or authorise, enable or assist any person to do so;
4. The Confidential Documents containing the Confidential Information will remain in my custody or the custody of another Permitted Person at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access or disclosure.
5. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the terms of the Order; and
6. I will otherwise comply with the terms of the Order and/or, as the case may be, take all steps within my power to ensure that the terms of the Order are complied with

(including by not disclosing, other than to other Permitted Persons, any Confidential Documents and/or any information contained in such Confidential Documents, or assisting or enabling any person to do so).

7. Save where the written consent of the Designating Party has been obtained, any and all copies of the Confidential Documents in paper form containing the Confidential Information will either be returned to that Designating Party at the conclusion of the present proceedings, or be destroyed at the conclusion of the present proceedings (it being the discretion of the Designating Party whether the Confidential Documents are to be destroyed or returned to the Designating Party); any copies of the Confidential Documents containing the Confidential Information in electronic form will be deleted or, where that is not possible, will be rendered inaccessible from any computer systems, disk or device so that the Confidential Information is not readily available to any person.
8. The present proceedings for these purposes shall include any further appeal from the Tribunal to a higher court, save in so far as that higher court orders otherwise.
9. Save that none of the requirements listed above shall prevent Permitted Persons from disclosing Confidential Information to persons who have already legitimately seen it.

PROVIDED ALWAYS that nothing in this document shall prevent or prohibit me from taking any action which has been authorised in writing by the Designating Party or which I am required to take by applicable law or by a court of competent jurisdiction.

Signed: _____

Dated: _____