



IN THE COMPETITION
APPEAL TRIBUNAL

Case Nos: 1603/7/7/23
1628/7/7/23
1629/7/7/23
1630/7/7/23
1631/7/7/23
1635/7/7/24

BETWEEN:

PROFESSOR CAROLYN ROBERTS

Applicant/Proposed Class Representative

- v -

- (1) SEVERN TRENT WATER LIMITED & SEVERN TRENT PLC**
- (2) UNITED UTILITIES WATER LIMITED & UNITED UTILITIES GROUP PLC**
- (3) YORKSHIRE WATER SERVICES LIMITED & KELDA HOLDINGS LIMITED**
- (4) NORTHUMBRIAN WATER LIMITED & NORTHUMBRIAN WATER GROUP LIMITED**
- (5) ANGLIAN WATER SERVICES LIMITED & ANGLIAN WATER GROUP LIMITED**
- (6) THAMES WATER UTILITIES LIMITED & KEMBLE WATER HOLDINGS LIMITED**

Respondents/Proposed Defendants

INTERIM CONFIDENTIALITY RING ORDER

UPON the Proposed Class Representative and the Proposed Defendants (the “**Parties**”) to the above-named proceedings (the “**Proceedings**”), having agreed that documents containing confidential information be subject to the interim confidentiality terms contained in this Order for the period up to and including the judgment (including any appeals) determining the Proposed Class Representative’s applications for Collective Proceedings Orders

AND HAVING REGARD TO the powers of the Competition Appeal Tribunal (the “**Tribunal**”) under Rules 53(2)(h), 101 and 102 of the Competition Appeal Tribunal Rules 2015 (the “**Tribunal Rules**”)

AND UPON the Parties having agreed to the terms of this Order

AND UPON the Parties agreeing that this form of confidentiality ring order should cover Case 1603/7/7/23, Cases 1628-1631/7/7/23 and Case 1635/7/7/24.

AND UPON each of the persons named in Annex A to this Order giving a written undertaking to the Tribunal in the terms of Annex B to this Order prior to receiving any Confidential Information (as defined below)

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purpose of this Order:

(a) **Confidential Documents** means documents containing Confidential Information (whether in whole or in part) which:

- (i) the Disclosing Party or the Tribunal has designated as containing Confidential Information in accordance with paragraph 1.1(b); and
- (ii) has not subsequently been re-designated as not confidential by the Disclosing Party (including in accordance with the procedure set out in paragraph 3 below) or by order of the Tribunal.

Without prejudice to the generality of this paragraph 1.1(a), Confidential Documents shall include any documents which contain, reproduce, or reflect the content of other Confidential Information, including but not limited to:

- (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.

(b) **Confidential Information** means information described in paragraph 1(1) of Schedule 4 of the Enterprise Act 2002, namely:

(i) information the disclosure of which would be contrary to the public interest;

(ii) commercial information the disclosure of which could significantly harm the legitimate business interest of the undertaking to which it relates; or

(iii) information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual's interests,

unless such information 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 in breach of this Order.

(c) **Confidentiality Ring Member** means a person listed in Annex A (as amended from time to time pursuant to paragraph 6 or by an order of the Tribunal) that has provided a copy of their signed undertaking to the Tribunal in the form set out in Annex B.

(d) **Disclosing Party** has the meaning given to it at paragraph 2.1.

(e) **Notice** has the meaning given to it at paragraph 8.1.

(f) **Permitted Person** means:

(i) Confidentiality Ring Members,

(ii) secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (including paralegals), counsels' clerks, IT, reprographics staff and clerks, acting under the supervision and/or instructions of Confidentiality Ring Members, provided that:

1. it is necessary for such personnel to have access to the Confidential Document(s)/Confidential Information, and
2. such personnel have been informed of the confidential nature of the Confidential Document(s)/Confidential Information and the terms of Annex B;

(iii) the Tribunal and its personnel (and any appeal court of competent jurisdiction and its personnel); and

(iv) any external eDisclosure or litigation support provider (including transcription service providers) engaged by any Party in connection with these Proceedings to provide eDisclosure or similar services in support of Confidentiality Ring Members, provided that:

1. access to Confidential Document(s)/Confidential Information is a necessary consequence of the provision of their services,
2. the identity of such providers is notified to the other Parties in writing at least two (2) working days in advance of Confidential Document(s)/Confidential Information being provided to them, and
3. such providers have been informed of the confidential nature of Confidential Document(s)/Confidential Information and the terms of Annex B.

(g) **Proceedings** means Cases 1603/7/7/23, 1628-1631/7/7/23 and Case 1635/7/7/24.

(h) **Proposed Class Representative** means Professor Carolyn Roberts.

(i) **Proposed Defendants** means the proposed defendants in Cases 1603/7/7/23, 1628-1631/7/7/23 and 1635/7/7/24.

(j) **Receiving Party** has the meaning given to it at paragraph 2.2.

(k) **Rules** means the Competition Appeal Tribunal Rules 2015.

2. DESIGNATION OF CONFIDENTIAL DOCUMENTS/INFORMATION

2.1 Any Confidential Document(s) shall be designated as such by the Party that discloses or files it in the Proceedings (the **Disclosing Party**). Such designation may be subject to challenge in accordance with paragraph 3 of this Order.

2.2 Designation of a document as a Confidential Document must be specified in writing to the Party receiving the document (the **Receiving Party**). The Disclosing Party must state the basis on which it considers the document should be designated a Confidential Document.

2.3 Following the date of this Order, where a Disclosing Party does not provide a designation for a document or information at the time the document or information is provided, the document or information in question shall be deemed not to be a Confidential Document.

2.4 A designation of 'not confidential' means that a document is not a Confidential Document. For the avoidance of doubt, if a document is not designated as a Confidential Document, Rule 102 of the Rules continues to apply (to the extent it would otherwise have applied).

2.5 Each Confidential Document must be marked up by the Disclosing Party as follows:

(a) if the document is confidential in its entirety the document will be identified as such by use of the header referred to at paragraph 2.5(c):

- (b) If the document or information contains Confidential Information, but is not confidential in its entirety then:
 - (i) square brackets must be inserted around the Confidential Information; and
 - (ii) the Confidential Information must be highlighted in a prominent colour that does not obscure the information underneath it; and
- (c) where possible and appropriate in view of its format and whether the document or information falls under sub-paragraph 2.5(a) or (b) above, the front page and every other page of the Confidential Document that contains Confidential Information must include the relevant header, either ‘CONFIDENTIAL DOCUMENT’ OR ‘[THIS PAGE] CONTAINS CONFIDENTIAL INFORMATION’.

2.6 To the extent that any Confidential Document is included in a hearing bundle, the bundle index shall state which documents are Confidential Documents and identify the Party or Parties to which the Confidential Information in those Confidential Documents relates. The Parties will prepare separate confidential and non-confidential hearing bundles where appropriate.

2.7 The following documents are not Confidential Documents:

- (a) versions of Confidential Documents in which all Confidential Information has been redacted;
- (b) documents which use Confidential Information (for example, to provide an aggregation of Confidential information), but which (a) do not reveal the content of Confidential Information, and (b) do not enable the content of the Confidential Information to be discerned.

2.8 The Disclosing Party may alter the designation of a document or information to correct an incorrect designation by notice in writing to the Receiving Party. The Disclosing Party acknowledges that the document or information may have

been treated in accordance with its original designation and that this may limit what the Receiving Party can do to give effect to any redesignation.

3. CHALLENGE TO CONFIDENTIAL DESIGNATION

3.1 If a Receiving Party wishes to challenge the designation of a Confidential Document or Confidential Information, it shall provide Notice to the Disclosing Party specifying:

(a) the relevant document/information concerned;

(b) the designation the Receiving Party considers to be appropriate; and

(c) why it is reasonable and necessary for the designation of the document or information to be altered.

3.2 The Receiving Party shall use reasonable endeavours to ensure that any challenges brought in accordance with paragraph 3.1 are made, insofar as possible, in manageable batches and with reasonable expedition.

3.3 In the event that a challenge is made, the Disclosing Party may:

(a) consent in writing to alter the designation of any documents or information, such consent not to be unreasonably withheld; or

(b) dispute the challenge made to the designation of the Confidential Document or Confidential Information. The Disclosing Party may provide any further reasons justifying the original designation (in addition to the reasons provided pursuant to paragraph 2.2).

Any response shall be given as soon as reasonably possible and in any event within ten (10) working days of receipt of Notice provided pursuant to paragraph 3.1.

3.4 If the Receiving Party challenging confidentiality wishes to maintain its challenge following receipt of the Disclosing Party's response provided pursuant to paragraph 3.3, it shall provide Notice to the Disclosing Party setting out its reasons for doing so within ten (10) days of receipt of the Disclosing Party's response. As soon as reasonably practicable and in any event within fourteen (14) days following receipt of the Disclosing Party's response in accordance with paragraph 3.3, the Receiving Party may apply to the Tribunal for determination of whether or not the document (or parts of it) qualify as Confidential Information. The Receiving Party must give five (5) working days' Notice of that application to the Disclosing Party. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 3.4 are to be dealt with on paper by the Tribunal. For the avoidance of doubt, documents or information shall continue be treated in accordance with their initial confidentiality designation until the Tribunal makes its determination.

4. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

4.1 Disclosure and inspection of any Confidential Documents shall be restricted to Permitted Persons provided that:

- (a) such Permitted Persons hold Confidential Documents/Confidential Information in accordance with this Order and the terms set out in Annex B;
- (b) any Confidential Documents/Confidential Information will be treated by Permitted Persons as secret and confidential and will be used solely for the purpose of the proper conduct of the Proceedings;
- (c) Permitted Persons will not, save as expressly provided for by this Order, discuss, disclose, refer to, use, copy, reproduce or distribute or disseminate any Confidential Documents or Confidential Information contained in such Confidential Documents; and

- (d) Confidential Documents will remain in the control of a Permitted Person at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
- 4.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any Permitted Person from:
- (a) making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (which notes, copies, reports, submissions or other documents would themselves be Confidential Documents); and
- (b) disclosing any Confidential Information or Confidential Document to any other person who is a Permitted Person.
- 4.3 During any hearing, any Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that a document is a Confidential Document, and asking the Tribunal to put in place arrangements for the maintenance of the confidentiality of any Confidential Information.
- 4.4 Nothing in this Order shall prevent or prohibit a Receiving Party from taking any action which is required by applicable law or by a court of competent jurisdiction. In such circumstances where a Receiving Party is required by applicable law or a court of competent jurisdiction to produce Confidential Documents/Confidential Information:
- (a) the Receiving Party shall immediately give Notice to the legal representatives of each relevant Disclosing Party.
- (b) If no Disclosing Party takes steps to prevent the further disclosure of the Confidential Document(s)/Confidential Information within ten (10) working days of the date on which notice was given in accordance with paragraph 4.4(a), the Receiving Party may produce the Confidential Document(s)/Confidential Information provided it takes all reasonable

measures to ensure the Confidential Document(s)/Confidential Information is treated in accordance with the terms of this Order.

(c) If the relevant Receiving Party is required by applicable law or a court of competent jurisdiction to produce the Confidential Document(s)/Confidential Information in fewer than ten (10) working days, the Receiving Party shall clearly state the date by which it is required to produce the Confidential Document(s)/Confidential Information in its Notice to each Disclosing Party. If no Disclosing Party takes steps to prevent the further disclosure of the Confidential Document(s)/Confidential Information by that date, the Receiving Party may produce such Confidential Document(s)/Confidential Information provided it takes all reasonable measures to ensure the Confidential Document(s)/Confidential Information are treated in accordance with the terms of this Order.

4.5 For the avoidance of doubt, paragraph 4.4 only applies to the Receiving Party of Confidential Documents/Confidential Information provided in the Proceedings and does not apply to the Disclosing Party of Confidential Documents/Confidential Information in the Proceedings.

4.6 A Party must take reasonable steps to procure that any of its Permitted Persons who cease to be involved in the Proceedings (a “**Former Permitted Person**”) shall, within fourteen (14) days of ceasing to be a Permitted Person, either: (i) return all copies of Confidential Documents/Confidential Information to the external lawyers of the Disclosing Party or to another Permitted Person within the Receiving Party; or (ii) destroy, delete or otherwise take reasonable steps to render the Confidential Documents/Confidential Information inaccessible to that Former Permitted Person (though, for the avoidance of doubt, the Confidential Documents/Confidential Information formerly in the possession of the Former Permitted Person may remain accessible to other Permitted Persons within the Receiving Party).

4.7 Any Permitted Persons who cease to be involved in the Proceedings remain bound by the terms of the undertaking they have signed in relation to Confidential Documents/Confidential Information.

4.8 If a Party ceases to be involved in the Proceedings:

(a) that Party ceases to be able to add further Confidentiality Ring Members to Annex A; and

(b) that Party's Permitted Persons shall, in accordance with paragraph 4.7, continue to treat Confidential Documents/Confidential Information in accordance with this Order.

5. PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

5.1 Nothing in this Order prevents a Disclosing Party, its legal advisors or experts from sharing (or from consenting to the sharing of) Confidential Documents/Confidential Information it has provided in the Proceedings to a person who is not a Confidentiality Ring Member ("**Outside Person**").

5.2 A Receiving Party may request that a Confidential Document/Confidential Information is provided or made available to one or more Outside Persons. Unless paragraph 4.4 applies, a Receiving Party may make such a request as follows:

(a) It shall by way of Notice request the express written consent of each Disclosing Party (an "**Outside Disclosure Request**"). Such Notice shall:

(i) specify the name and role of the Outside Persons with whom it proposes to share the Confidential Document(s)/Confidential Information;

(ii) identify the specific Confidential Documents(s)/Confidential Information to be provided or made available to the Outside Person(s)

(by referring to the relevant document, including by bundle reference, insofar as possible); and

(iii) explain why it is reasonable and necessary for the Confidential Document(s)/Confidential Information to be provided or made available to the Outside Persons, including for what purpose the Confidential Document(s)/Confidential Information need to be shared.

(b) Following receipt of an Outside Disclosure Request pursuant to paragraph 5.2(a), a Disclosing Party shall not unreasonably withhold or delay their consent to the Outside Disclosure Request. If any Disclosing Party objects to the Outside Disclosure Request, it shall notify the Receiving Party in writing within ten (10) working days of receipt of the Outside Disclosure Request.

(c) If each relevant Disclosing Party (i) gives its express consent to the Outside Disclosure Request; or (ii) fails to give Notice of the objections to the Outside Disclosure Request in accordance with paragraph 5.2(b) above, the Outside Disclosure Request will be deemed to be granted.

(d) If any Disclosing Party objects to an Outside Disclosure Request in accordance with paragraph 5.2(b), the requesting Receiving Party may apply to the Tribunal for an order allowing the Confidential Document(s)/Confidential Information to be provided or made available to the Outside Persons. The Receiving Party shall give ten (10) working days' prior Notice to the other Parties of such an application to the Tribunal.

5.3 Once an Outside Disclosure Request is granted or the Tribunal orders the disclosure of the Confidential Document(s)/Confidential Information, the Outside Persons may be provided with the Confidential Document(s)/Confidential Information only once:

(a) the Receiving Party which made the Outside Disclosure Request obtains from each Outside Person a written undertaking in the terms of Annex B of

this Order amended to list the specific Confidential Documents/Confidential Information that are to be provided or made available to those Outside Persons; and

(b) the Receiving Party provides the written undertaking(s) to the Tribunal and the other Parties to this Order.

6. ADDITION OR REMOVAL OF CONFIDENTIALITY RING MEMBERS FROM THE CONFIDENTIALITY RING

6.1 If a Party (the “**Proposing Party**”) wishes to add an additional person as a Confidentiality Ring Member it shall notify and request the written consent of the other Parties (each a “**Consenting Party**”), specifying the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary.

6.2 Following receipt of a notice pursuant to paragraph 6.1, a Consenting Party shall within five (5) working days of receipt of the written request referred to in paragraph 6.1 above either:

(a) provide their written consent to the proposed additional person being added as a Confidentiality Ring Member; or

(b) notify the Proposing Party that it objects to the proposed additional person, providing written reasons setting out why the Consenting Party does not consent to the additional person being designated as a Confidentiality Ring Member. Such consent shall not be unreasonably withheld.

6.3 If express consent is given by the Consenting Parties, or any Consenting Party fails to give express consent or fails to give Notice of objection in accordance with paragraph 6.2, the additional person shall become a Confidentiality Ring Member once:

(a) the additional person provides a signed undertaking to the Tribunal in the form set out in Annex B to this Order; and

- (b) the Proposing Party provides a copy of that signed undertaking and an amended version of Annex A to this Order to the Tribunal and the other Parties.
- 6.4 Upon the steps in paragraph 6.3 being completed, the additional person becomes a Confidentiality Ring Member.
- 6.5 If any objection is received from a Consenting Party in accordance with paragraph 6.2, the Proposing Party may apply to the Tribunal provided it gives ten (10) working days' Notice of such application to each Consenting Party. The additional person will become a Confidentiality Ring Member if the Tribunal so orders and upon that additional person providing a signed undertaking to the Tribunal in the form set out in Annex B to this Order.
- 6.6 If a Party wishes to remove any of its Confidentiality Ring Members, that Party will notify the other Parties and provide an amended version Annex A to this Order to the Tribunal and the other Parties. The Party must also procure that the Confidentiality Ring Member being removed returns, destroys or makes inaccessible all copies of Confidential Documents/Confidential Information in their control or possession, in accordance with paragraph 4.6. For the avoidance of doubt, a Party may only remove a Confidentiality Ring Member from their own Party.
- 6.7 Annex A reflects the current list of individuals who are Confidentiality Ring Members, who have provided the information set out in paragraph 6.1 and who have signed the Annex B undertakings and provided a copy to all Parties and the Tribunal in accordance with this paragraph.
- 6.8 The Parties shall:
- (a) keep Annex A updated;
 - (b) shall provide an updated Annex A and a copy of the signed undertakings, in accordance with paragraphs 6.3 and 6.5 above, to the Tribunal when

additional persons are being designated as a Confidentiality Ring Member;
and

- (c) provide an updated Annex A to the Tribunal, in accordance with paragraph 6.6 above, when a person is removed as a Confidentiality Ring Member.

6.9 For the avoidance of doubt, there is no requirement to amend this Order when updating the Confidentiality Ring Members listed in Annex A.

7. UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 In the event of any disclosure of Confidential Documents/Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure:

- (a) solicitors for the Party who, or whose Permitted Persons, improperly disclosed Confidential Documents/Confidential Information (the “**Improperly Disclosing Party**”) shall as soon as reasonably practicable notify the improper recipient(s) and the solicitors for any relevant Disclosing Parties which provided the Confidential Document(s)/Confidential Information in the Proceedings; and

- (b) the Improperly Disclosing Party shall use all reasonable endeavours to prevent further unauthorised disclosure, including for example using all reasonable endeavours to retrieve all copies of the Confidential Document(s)/Confidential Information from the improper recipient(s) thereof and to secure the agreement of such improper recipient(s) not to further disseminate the Confidential Document(s)/Confidential Information in any form.

8. NOTICES

8.1 Any notice, consent or objection to be given under or in connection with this Order (each a “**Notice**” for the purposes of this Order) shall be in writing.

8.2 Service of a Notice must be effected by email.

8.3 Notices shall be addressed as follows:

(a) Notices for the Proposed Class Representative shall be marked for the attention of Leigh Day.

Email Address: LDWater@leighday.co.uk

Reference: ZME/00471056/1

(b) Notices for the Proposed Defendant in Case 1603/7/7/23 shall be marked for the attention of Herbert Smith Freehills LLP.

Email Address: SevernTrentCPO@hsf.com

Reference: 2825/31057850

(c) Notices for the Proposed Defendant in Case 1628/7/7/23 shall be marked for the attention of Slaughter and May.

Email Address: SMUnitedUtilities@SlaughterandMay.com

Reference: TRB/ECXB/TZB

(d) Notices for the Proposed Defendant in Case 1629/7/7/23 shall be marked for the attention of Freshfields Bruckhaus Deringer LLP.

Email Address: \$FBDProjectDerwent@freshfields.com

Reference: 101815.0011 - DD

(e) Notices for the Proposed Defendant in Case 1630/7/7/23 shall be marked for the attention of Norton Rose Fulbright LLP.

Email Address: LONAntitrust.ProjectDurham@nortonrosefulbright.com

Reference: 1001237250/SUBR/CTHO

- (f) Notices for the Proposed Defendant in Case 1631/7/7/23 shall be marked for the attention of Linklaters LLP.

Email Address: AnglianWaterCPOlitigation_Linklaters@linklaters.com

Reference: L-333170

- (g) Notices for the Proposed Defendant in Case 1635/7/7/24 shall be marked for the attention of Bryan Cave Leighton Paisner LLP.

Email Address: thameswatercollectiveaction@bclplaw.com

Reference: ECSN/2040646.000015

9. GENERAL TERMS

- 9.1 This Order shall apply until it is superseded by a subsequent order of the Tribunal.
- 9.2 Subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and in Rule 102 of the Rules shall continue to apply following termination of the Proceedings, and each of the Parties shall continue to treat Confidential Document(s)/Confidential Information in accordance with this Order unless the Disclosing Party consents or until the Receiving Party has confirmed to the Disclosing Party that all Confidential Document(s)/Confidential Information held by it or its Permitted Persons or other Outside Persons has been destroyed.
- 9.3 Nothing in this Order or its Annexes shall prevent or prohibit any Permitted Persons (as may be amended from time to time) from acting in other proceedings, subject to ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Rules and any applicable professional obligations.

- 9.4 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.
- 9.5 If a Party becomes aware of any anticipated or actual breach of this Order, it must notify any other Parties as soon as reasonably practicable.
- 9.6 Any deadlines in this Order may be extended by agreement between the Parties. Consent to a request for an extension of a deadline shall not be unreasonably withheld.
- 9.7 The costs of compliance with and of drafting this Order shall be costs in the case.
- 9.8 There shall be liberty to apply.

Sir Marcus Smith
President of the Competition Appeal Tribunal

Made: 18 April 2024
Drawn: 18 April 2024

ANNEX A

The Proposed Class Representative's Confidentiality Ring Members

<i>The Proposed Class Representative</i>
Professor Carolyn Roberts
<i>Counsel</i>
Rhodri Thompson KC (Matrix Chambers)
Christopher Brown (Matrix Chambers)
Lucinda Cunningham (Matrix Chambers)
Jon Turner KC (Monckton Chambers)
Julian Gregory (Monckton Chambers)
Nikolaus Grubeck (Monckton Chambers)
Antonia Fitzpatrick (Monckton Chambers)
<i>Solicitors firm - Leigh Day</i>
Meriel Hodgson-Teall
Maksymilian Hara
Rosio Cafarelli
Niamh Kelly
Chaima Sliti
Paris Herbert Hunt
<i>Expert economists, AlixPartners</i>
Derek Holt
Ben Forbes
Guillaume Aimard
Colin Johnson
Paula Marco Morales

<i>Expert economists, Charles Rivers Associates</i>

Oliver Latham

Lars Wiethaus

Alina Sagimuldina

Joanna Young

The Proposed Defendants Confidentiality Ring Members

Severn Trent Water Limited & Severn Trent PLC (“Severn Trent”)

<i>Severn Trent</i>
Didar Dhillon
Judith Worrall
Chris Rivers
<i>Counsel</i>
Daniel Beard KC (Monckton Chambers)
Rob Williams KC (Monckton Chambers)
Daisy Mackersie (Monckton Chambers)
Jamie Carpenter KC (Monckton Chambers)
<i>Solicitors firm - Herbert Smith Freehills LLP</i>
Stephen Wisking
Nusrat Zar
Joe Williams
Sanam Zulfiqar Khan
Naomi Reid
Phoebe Boulton
Lauren Viney
Sihame Sebbar

United Utilities Water Limited & United Utilities Group PLC (“United Utilities”)

<i>United Utilities</i>
Simon Gardiner
Anamika Paul
Lauren Rigg
<i>Counsel</i>
Mark Hoskins KC (Brick Court Chambers)
Matthew Kennedy (Brick Court Chambers)
<i>Solicitors firm – Slaughter and May</i>
Ewan Brown
Tim Blanchard
Tahlia Brysha-Pullen
Honor Kerry
Sara Kachwalla
Chino Asiegbu

Yorkshire Water Services Limited & Kelda Holdings Limited

<i>Yorkshire Water Services Limited</i>
Perminder Kaur
Dominic Goldthorp
<i>Counsel</i>
Daniel Jowell KC (Brick Court Chambers)
David Bailey (Brick Court)
<i>Solicitors firm - Freshfields Bruckhaus Deringer LLP</i>
Deba Das
Mark Sansom
Daniel Hunt
Elizabeth Forster
Sarah Holland
Charles Fisher
Kelley Macpherson
Shaurya Kothari
Joschka Nakata

Northumbrian Water Limited & Northumbrian Water Group Limited (“Northumbrian”)

<i>Northumbrian</i>
Richard Somerville
Paul Kelly
<i>Counsel</i>
Anneli Howard KC (Monckton Chambers)
Emily Neill (Blackstone Chambers)
<i>Solicitors firm – Norton Rose Fulbright LLP</i>
Susanna Rogers
Caroline Thomas
Kyle Le Croy
Rebecca Yourstone
Emma Clarke
Matt Scott
Nisha Patel

Anglian Water Services Limited & Anglian Water Group Limited (“Anglian”)

<i>Anglian</i>
Claire Trolove
Claire Russell
<i>Counsel</i>
Paul Harris KC (Monckton Chambers)
Anneliese Blackwood (Monckton Chambers)
Hugh Whelan (Monckton Chambers)
<i>Solicitors firm – Linklaters LLP</i>
James Hennah
Jason Shardlow-Wrest
Anel De Meyer
Imogen Yates
Ana Daza
Erasmia Petousi
Lisa Mearns
Mariella Green
<i>Expert economists, Oxera Consulting LLP</i>
Joseph Bell
Joseph Duffy
Luis Correia da Silva
Jaime Nóvoa
Leon Fields

Thames Water Utilities Limited & Kemble Water Holdings Limited (“Thames”)

<i>Thames</i>
Andy Fraiser
Sarah Mackinnon
Jacqueline Sandison
<i>Counsel</i>
Sarah Ford KC (Brick Court Chambers)
Richard Howell (Brick Court Chambers)
<i>Solicitors firm – Bryan Cave Leighton Paisner LLP</i>
Edward Coulson
Andrew Leitch
Victoria Newbold
Nicholas Young
Alexandra Hildyard
Sam Brown
Ben Bolderson
George Christodoulides
Henry Cross
Sarah Platts
Daniel Swinburn

ANNEX B

Confidentiality Ring Undertaking

Defined terms set out in this document have the meaning set out in the Tribunal's Order of 18 April 2024 above (the **Order**).

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

I, the undersigned, undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Order of [date] and understand the terms of that Order and the implications of giving this undertaking.
2. I will treat all Confidential Documents/Confidential Information made available to me for the purpose of the Proceedings as secret and confidential, and will use any such Confidential Documents and/or Confidential Information only for the purpose of the proper conduct of the Proceedings.
3. I will not discuss, disclose, refer to, use, copy, reproduce or otherwise distribute or disseminate Confidential Documents/Confidential Information to any person who is not a Permitted Person, or authorise, enable or assist any person to do so, except as expressly contemplated by the Order.
4. I will not disclose Confidential Documents/Confidential Information to any Permitted Persons who are not a Confidentiality Ring Member unless (i) it is necessary for such persons to have access to Confidential Documents/Confidential Information, and (ii) such persons have been informed of the confidential nature of Confidential Documents/Confidential Information and the terms of this undertaking.
5. Insofar as I grant access to Confidential Documents/Confidential Information to an external eDisclosure/eBundle or litigation support provider, I shall ensure that the identity of the provider has been notified in writing to other Parties in advance.

6. I will ensure that Confidential Documents remain in my custody or the custody of a Permitted Person at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The production of further copies by me of Confidential Documents/Confidential Information shall be limited to those reasonably required for the use of Permitted Persons for the purposes of the Proceedings only.
8. Upon ceasing to be a Confidentiality Ring Member, I will promptly return or destroy all Confidential Documents/Confidential Information in my possession, in accordance with paragraph 4.6 of the Order.
9. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Rules and am aware of and will comply with the obligations imposed by those rules.
10. 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 Order.
11. I will continue to comply with these undertakings after the conclusion of the Proceedings in respect of any Confidential Documents/Confidential Information that I continue to hold and/or have access to, in accordance with paragraph 4.7 of the Order.
12. 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 Tribunal's Order are complied with.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action which has been authorised in writing by the Disclosing Party, which I am required to take by applicable law or by a court of competent jurisdiction or which I am otherwise entitled to do pursuant to the Order.

Name:

[Firm] OR [Company] OR [Establishment]:

[Role / Job title]:

Signed:

Date: