



IN THE COMPETITION APPEAL TRIBUNAL

BETWEEN:

Case Number: 1624/7/7/23

JUSTIN GUTMANN

Applicant / Proposed Class Representative

-and-

- (1) VODAFONE LIMITED**
- (2) VODAFONE GROUP PLC**

Respondents / Proposed Defendants

AND BETWEEN:

Case Number: 1625/7/7/23

JUSTIN GUTMANN

Applicant / Proposed Class Representative

-and-

- (1) EE LIMITED**
- (2) BT GROUP PLC**

Respondents / Proposed Defendants

AND BETWEEN:

Case Number.: 1626/7/7/23

JUSTIN GUTMANN

Applicant / Proposed Class Representative

-and-

HUTCHISON 3G UK LIMITED

Respondent / Proposed Defendant

AND BETWEEN:

Case Number: 1627/7/7/23

JUSTIN GUTMANN

Applicant / Proposed Class Representative

-and-

TELEFONICA UK LIMITED

Respondent / Proposed Defendant

CONFIDENTIALITY RING ORDER

UPON reading the correspondence from the legal representatives of all the parties to the four above-referenced proceedings relating to the establishment of a confidentiality ring by consent

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

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

AND HAVING REGARD TO the Tribunal's powers under the Competition Appeal Tribunal Rules 2015 (the "**Tribunal Rules**") (and, in particular, Rules 53(2)(h), 101 and 102)

AND HAVING REGARD TO the Tribunal's direction in relation to the disclosure and the management of confidential information under Practice Direction 1/2024

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purpose of this Order, the following terms have the following definitions:

1.1.1 **Challenging Party** has the meaning given at paragraph 4.1.1 below.

- 1.1.2 **Confidential Information** means information which has been so designated for the purposes of this Order, as defined at paragraph 2.2 below and disclosed in accordance with paragraph 3.1 below or by the Tribunal, and which is not Excluded Information.
- 1.1.3 **Disclosing Party** means, in relation to any document or information, the Party that disclosed that document or information in the Proceedings.
- 1.1.4 **EE Defendants** means EE Limited and BT Group PLC.
- 1.1.5 **EE Proceedings** means the proceedings under case number 1625/7/7/23.
- 1.1.6 **Excluded Information** means:
- (a) redacted versions of the documents containing Confidential Information, if they have been redacted so that they no longer contain or refer to the content of the Confidential Information;
 - (b) documents that 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 Confidential Information to be revealed;
 - (c) information which becomes generally available to the public (other than through the act or omission of a Receiving Party);
 - (d) information that was lawfully in the possession of a Party before the information was disclosed to it pursuant to this Order; information the Parties agree in writing is not confidential;
 - (e) information that is the subject of an Order of the Court that it is not to be treated as Confidential Information for the purposes of this Order; or
 - (f) information that is available to a Party because it appears in a version of a document which has been disclosed in these proceedings, which version has not been designated as constituting or containing Confidential Information, save where the absence of such designation was the result of obvious mistake.
- 1.1.7 **Guide** means the Tribunal’s 2015 Guide to Proceedings.
- 1.1.8 **Order** means this Confidentiality Ring Order.
- 1.1.9 **O2 Defendant** means Telefonica UK Limited.
- 1.1.10 **O2 Proceedings** means the proceedings under case number 1627/7/7/23.
- 1.1.11 **Parties** means the Proposed Class Representative and/or the Proposed Defendants, with each individually being a “**Party**”.

1.1.12 **Permitted Persons** means:

- (a) those persons listed in Annex A to this Order (as amended from time to time pursuant to this Order and/or by the Tribunal) that have provided a copy of their signed undertakings to all Parties and the Tribunal in the form set out in Annex B to this Order where the proposing Party has complied with paragraph 6.1 below;
- (b) necessary secretarial, 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 who are required to sign undertakings), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1.12(a) for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex B to this Order;
- (c) the Tribunal and its personnel (and any appeal Court or judicial review Court of England and Wales, and its personnel); and
- (d) 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 1.1.12(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2) working days in advance of the Confidential Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B to this Order.

1.1.13 **Proceedings** means, collectively, (1) the Vodafone Proceedings, (2) the EE Proceedings, (3) the Three Proceedings, and (4) the O2 Proceedings.

1.1.14 **Proposed Class Representative** means Justin Gutmann.

1.1.15 **Proposed Defendants** means the Vodafone Defendants, the EE Defendants, the Three Defendant and the O2 Defendant.

1.1.16 **Receiving Party** means, in relation to any document, the Party that received that document or information in the Proceedings.

1.1.17 **Three Defendant** means Hutchison 3G UK Limited.

1.1.18 **Three Proceedings** means the proceedings under case number 1626/7/7/23.

1.1.19 **Tribunal** means the Competition Appeal Tribunal.

1.1.20 **Vodafone Defendants** means Vodafone Limited and Vodafone Group PLC.

1.1.21 **Vodafone Proceedings** means the proceedings under case number 1624/7/7/23.

2. CONFIDENTIAL INFORMATION

- 2.1 Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held by them on the terms set out in Annex B to this Order, subject to the terms of this Order.
- 2.2 For the purposes of this Order, it is intended that information designated as Confidential Information will be limited to: (i) information, the wider disclosure of which would be contrary to the public interest; (ii) commercial information, the wider disclosure of which could significantly harm the legitimate business interests of the person(s) or undertaking(s) to which it relates; and/or (iii) information relating to the private affairs of an individual, the wider disclosure of which could significantly harm that individual's interests.
- 2.3 A Party may identify or designate a document or any part thereof as being Confidential Information only if it contains information within the meaning of paragraph 2.2 above.
- 2.4 Information which has been properly designated as Confidential Information remains confidential if it is reproduced in any further documents such as:
 - 2.4.1 *inter partes* correspondence;
 - 2.4.2 documents filed at the Tribunal such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders;
 - 2.4.3 transcripts prepared by a third-party service provider; and
 - 2.4.4 working documents created by the Receiving Party or its advisors or experts.

3. IDENTIFICATION AND DESIGNATION OF CONFIDENTIAL INFORMATION

- 3.1 Any document containing Confidential Information shall be designated as such by the Disclosing Party. The following procedures shall apply:
 - 3.1.1 the Disclosing Party must notify the Receiving Party in writing that it is disclosing a document containing Confidential Information, identify the part or parts of the document claimed to be Confidential Information, and state the basis on which the identified information is claimed to be Confidential Information;
 - 3.1.2 failure to provide a designation for a document at the time the document is disclosed means the document shall be deemed not to contain Confidential Information;
 - 3.1.3 a Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the Receiving Party; and
 - 3.1.4 the designation of any information in a document as Confidential Information by a Party may be challenged in accordance with paragraph 4 of this Order.

- 3.2 For the avoidance of doubt, in the event a document is not designated as containing Confidential Information, Rule 102 of the Tribunal Rules continues to apply (to the extent it would otherwise have applied).
- 3.3 In respect of documents to be placed in a bundle before the Tribunal, each Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:
- 3.3.1 Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.
- 3.3.2 Any document containing Confidential Information will be clearly labelled as confidential in red capitalised font at the top of each relevant page of the document such that its confidential nature is immediately evident.
- 3.3.3 The specific text and/or extract in a document that is Confidential Information will be highlighted or otherwise clearly marked (without obscuring the content of the document).
- 3.4 The Disclosing Party shall, if directed by the Tribunal, provide a non-confidential version of the relevant document in accordance with Rule 101(1) of the Tribunal Rules and paragraphs 7.48 to 7.50 of the Guide.
- 3.5 Each Party wishing to refer to Confidential Information during a public hearing shall indicate to the Tribunal that the document contains Confidential Information prior to referring to the Confidential Information. Following such an indication to the Tribunal, the parties agree that Rule 99 shall apply.

4. CHALLENGE TO CLAIMS FOR CONFIDENTIALITY

- 4.1 The designation of information in a document as Confidential Information by a Party may be challenged in accordance with the terms below:
- 4.1.1 If a Party (the “**Challenging Party**”) wishes to challenge the designation by a Disclosing Party of information in a document as Confidential Information, the Challenging Party shall write to the Disclosing Party specifying:
- (a) the relevant document/information concerned;
 - (b) the designation the Challenging Party considers to be appropriate; and
 - (c) why it is reasonable and necessary for the designation of the document/information to be altered.
- 4.1.2 In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld. Any response shall be given as soon as reasonably possible and in any event within seven (7) working days of receipt of the written request referred to in paragraph 4.1.1.
- 4.1.3 If the Challenging Party wishes to maintain its challenge following receipt of the Disclosing Party’s response pursuant to paragraph 4.1.2, it may apply to the

Tribunal for determination of whether or not the document (or parts of it) qualifies as Confidential Information, provided that prior written notice of that application is given to the Disclosing Party. Any such application must be made as soon as reasonably possible. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 4.1.3 are to be dealt with on the papers. For the avoidance of doubt, the confidentiality designation of a document in respect of which an application is made shall continue to be designated as containing Confidential Information until such time as the challenge is determined by the Tribunal.

4.1.4 Should the confidentiality of any document added to the bundle during any hearing be in issue, challenges will be dealt with in accordance with any directions the Tribunal may give.

4.2 The deadlines in this paragraph 4 may be extended by agreement between the Challenging Party and the Disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.

5. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

5.1 Disclosure and inspection of any document containing Confidential Information shall be restricted to the Permitted Persons on the basis that:

5.1.1 the recipient Permitted Person holds the Confidential Information only on the terms set out in Annex B to this Order;

5.1.2 any such Confidential Information will be treated by the Permitted Person as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and

5.1.3 no such Permitted Person will, save as expressly provided for by this Order disclose any Confidential Information to any person who is not a Permitted Person.

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

5.2.1 making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (provided that such notes, copies, reports, submissions or other documents shall themselves be treated as Confidential Information in accordance with paragraph 1.1.2 above); and

5.2.2 disclosing any Confidential Information to any other person who is a Permitted Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.

5.3 During any hearing in the Proceedings, each Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information and shall refrain from reading aloud Confidential Information in open Tribunal.

- 5.4 In the event of any disclosure of Confidential Information other than as authorised by this Order (including any unintentional or inadvertent disclosure):
- 5.4.1 solicitors representing the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;
 - 5.4.2 the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof; and
 - 5.4.3 the improperly disclosing Party shall use all reasonable endeavours to secure the agreement of the improper recipient(s) to delete the Confidential Information and to not to further disseminate the Confidential Information in any form.
- 5.5 Nothing in this Order shall prevent or prohibit a Receiving Party from disclosing Confidential Information to a person who is not a Permitted Person and/or referring to such documents or information in open Tribunal insofar as any such disclosure:
- 5.5.1 has been authorised in writing by the Disclosing Party; and/or
 - 5.5.2 is necessary for the purposes of taking any action which is required by applicable law or by a court of competent jurisdiction.

6. ADDITION OR REMOVAL OF PERMITTED PERSONS

- 6.1 A Party seeking to designate an additional person as a Permitted Person must:
- 6.1.1 seek permission in writing from the other Parties for the additional person to be designated as a Permitted Person; and
 - 6.1.2 provide details of that person's name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.
- 6.2 Each Party, other than the requesting Party, shall confirm within three (3) clear working days of receipt of the written request referred to in paragraph 6.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.
- 6.3 If a Party does not consent under paragraph 6.2 to the person being designated a Permitted Person, then that Party must provide written reasons for why permission is refused within three (3) clear working days of receipt of such refusal.
- 6.4 If express consent under paragraph 6.2 is given by the Party receiving the request, or no Party raises an objection in accordance with paragraph 6.3 above within three (3) clear working days of receipt of the written request, the additional person shall be required to sign the undertakings at Annex B to this Order and the Party requesting their admission shall be required to provide a copy of the signed undertakings to the other Parties and the Tribunal. The additional person will then be designated as a Permitted Person.

- 6.5 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 include the additional person as a Permitted Person, provided written notice of such application is given to the other Parties. The additional person will become a Permitted Person if the Tribunal so orders.
- 6.6 If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Parties. The Party must also comply with paragraph 7 (subject to paragraphs 7.2 and 7.3) by requiring the person to be removed to immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information provided to them pursuant to this Order. For the avoidance of doubt, a Party may only remove persons whom it previously proposed as a Permitted Person (initially or by following the process in paragraphs 6.1-6.4).
- 6.7 Annex A to this Order reflects the current list, for each Party, of individuals who are Permitted Persons and who have signed an undertaking in the form set out at Annex B to this Order and provided a copy to all Parties and the Tribunal in accordance with this paragraph.
- 6.8 The Parties shall keep Annex A to this Order updated upon the addition or removal of any Permitted Persons and shall provide a copy of the same to the other parties upon each such addition or removal and to the Tribunal upon its request. For the avoidance of doubt, there is no requirement to amend this Order upon the addition or removal of Permitted Persons from the list contained within Annex A to this Order.

7. COPIES OF CONFIDENTIAL INFORMATION

- 7.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.
- 7.2 Subject to the exceptions in paragraph 7.3 below, each Party must destroy copies of all documents containing Confidential Information provided to them pursuant to this Order (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings, or when that Party ceases to be involved in the Proceedings, and at such time, that Party shall notify its respective Permitted Persons that they must do the same.
- 7.3 The obligation in paragraph 7.2 above does not apply to:
- 7.3.1 solicitors' or counsel's notes, subject to continued compliance with all other terms of this Order in respect of the Confidential Information contained within such documents;
 - 7.3.2 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, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such copies and provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies;

7.3.3 a Party's copies of pleadings, skeleton arguments, transcripts, application notices, 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; and

7.3.4 a Party in respect of the Confidential Information it has itself provided.

7.4 In addition to the exceptions provided for in paragraph 7.3 above, each Party's external legal advisers may retain copies of any evidence containing Confidential Information, insofar as they are required to do so to comply with any professional, regulatory or insurance requirements to which they are subject, provided that:

7.4.1 such retention is limited to the minimum number of copies required in order to comply with those requirements; and

7.4.2 the legal advisers in question ensure continued compliance with the terms of this Order in respect of the Confidential Information contained in such evidence.

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 paragraph) shall be in writing.

8.2 Service of a Notice must be effected by email.

8.3 Notices shall be addressed as follows, or such other email addresses as the Parties may communicate from time to time via their instructed legal advisers:

8.3.1 Notices for the Proposed Class Representative shall be marked for the attention of Charles Lyndon Limited and sent to:

Email addresses:

rodger@charleslyndon.com

dorothea@charleslyndon.com

robert.wilson@charleslyndon.com

amr.el.sawaf@charleslyndon.com

adrian.carr@charleslyndon.com

brendan.oneill@charleslyndon.com

sofia.vagnone@charleslyndon.com

joshua.elsey@charleslyndon.com

belinda.lui@charleslyndon.com

Reference: Project Handsets

- 8.3.2 Notices for the Vodafone Defendants shall be marked for the attention of Slaughter and May and sent to:

Email addresses:

Camilla.Sanger@slaughterandmay.com

Damian.Taylor@slaughterandmay.com

Elizabeth.Jordan@slaughterandmay.com

Patrick.Hall@slaughterandmay.com

[VodafoneCPO@SlaughterandMay.com.](mailto:VodafoneCPO@SlaughterandMay.com)

Reference: DMT / CLZS / EXJ

- 8.3.3 Notices for the EE Defendants shall be marked for the attention of Freshfields Bruckhaus Deringer LLP and sent to:

Email addresses:

mark.sansom@freshfields.com

deba.das@freshfields.com

[\\$ProjectAvon@freshfields.com](mailto:$ProjectAvon@freshfields.com)

Reference: 123588.0077

- 8.3.4 Notices for the Three Defendant shall be marked for the attention of Linklaters LLP and sent to:

Email addresses:

Sarina.Williams@linklaters.com

Tom.Cassels@linklaters.com

Alex.Fawke@linklaters.com

dlinklatersthreemnocpo@linklaters.com

Reference: Tom Cassels/Sarina Williams (L-344475)

- 8.3.5 Notices for the O2 Defendant shall be marked for the attention of Ashurst LLP and sent to:

Email addresses:

Anna.Morfey@ashurst.com

Duncan.Liddell@ashurst.com

Max.Strasberg@ashurst.com

India.Case@ashurst.com

telefonicaukclassaction@ashurst.com

Reference: 1000-193-324

9. GENERAL PROVISIONS

- 9.1 This Order is intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 9.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce this Order.
- 9.3 This Order and any undertakings given in relation to it are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.
- 9.4 Nothing in this Order or the Annexes to these terms shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Tribunal Rules, and any applicable professional obligations.
- 9.5 There shall be liberty to apply, if appropriate.
- 9.6 Costs in the case.

The Honourable Lord Richardson
Chair of the Competition Appeal Tribunal

Made: 9 August 2024
Drawn: 9 August 2024

ANNEX A

The Proposed Class Representative's Permitted Persons

The Proposed Class Representative

- Justin Gutmann

Counsel

- Rhodri Thomson KC (Matrix Chambers)
- Nicholas Gibson (Matrix Chambers)
- James White (Henderson Chambers)

Solicitors (Charles Lyndon Limited)

- Rodger Burnett
- Dorothea Antzoulatos
- Robert Wilson
- Amr El Sawaf
- Adrian Carr
- Brendan O'Neill
- Sofia Vagnone
- Joshua Elsey
- Belinda Lui

External economists (Brattle Group)

- Peter Davis
- Can Celiktemur
- Lorenzo Vasselli
- Bianca Cosma

Proposed Defendants' Permitted Persons

Vodafone Defendants

Counsel

- Rob Williams KC (Monckton Chambers)
- David Bailey (Brick Court Chambers)
- Jenn Lawrence (Monckton Chambers)

Solicitors (Slaughter and May)

- Damian Taylor
- Camilla Sanger
- Elizabeth Jordan

- Michael Craig
- Patrick Hall
- Sara Kachwalla
- Thomas King
- Toby Rose
- Victoria Molloy
- Carys Miller

External economists (Frontier)

- Rachel Webster
- David Foster
- Martin Duckworth
- Eleanor Monaghan
- Scott Burrell
- Lydia Field

EE Defendants

Counsel

- Marie Demetriou KC
- Daniel Piccinin KC
- Hugo Leith
- Will Perry

Solicitors (Freshfields Bruckhaus Deringer LLP)

- Mark Sansom
- Deba Das
- Angus Reston
- Alexandra Holroyd
- Charlotte Best
- Barnaby McIntosh
- Alice Mingay
- Gavin Burke
- Olivia Davies
- Joseph Pridmore

External economists (Compass Lexecon)

- Neil Dryden
- Ciara Kalmus
- Enrique Andreu
- Isaac Chilcott
- Cindy Nah

Three Defendant

Counsel

- Brian Kennelly KC (Blackstone Chambers)
- Daisy Mackersie (Monckton Chambers)
- Hollie Higgins (Blackstone Chambers)

Solicitors (Linklaters LLP)

- Tom Cassels
- Sarina Williams
- Alexander Fawke
- Chris Walsh
- Alice Chung
- Alex Plant
- Saskia Weale
- Rabia Yasmine Ahmed

External economists (AlixPartners)

- Derek Holt
- Iona McCall
- Tomas Houska
- Niamh Thorpe
- Amrit Patnaik

O2 Defendant

Counsel

- Mark Hoskins KC (Brick Court Chambers)
- Matthew Kennedy (Brick Court Chambers)
- Jacob Rabinowitz (Brick Court Chambers)

Solicitors (Ashurst LLP)

- Anna Morfey
- Jon Gale
- Duncan Liddell
- Max Strasberg

- Hayden Dunnett
- India Case
- Zachary Matthews
- Brihadeesh Murali (Trainee Solicitor)

Data Specialists (Ashurst Risk Advisory LLP)

- Matthew Worsfold
- Rebecca Lee
- Jordan Braithwaite
- Jakub Duniec
- Joao Marques

Economists (Ashurst LLP)

- David Wirth
- Tom Punton
- Oliver Noble
- Jack Haile

External economists (Berkeley Research Group)

- David Parker
- Mark Bosley
- Alberto Carpani
- Edmond Lee

ANNEX B

In respect of any Confidential Information disclosed pursuant to this agreed Order, each Permitted Person undertakes that they will comply with the following requirements to the extent applicable. The defined terms in this Order are used in this Annex.

I, [insert name], of [firm, company, or establishment] being [legal or other title] undertake to the Tribunal as follows:

1. I have read a copy of this Order and understand its implications, the provisions of the Order, and the giving of these undertakings.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential 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 Information to persons who are not Permitted Persons or authorise, enable or assist any person to do so. In particular, I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. Upon ceasing to be a Permitted Person, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 6.6 and 7.2-7.3 of the Order.
5. I have read Rules 101 and 102 of the Tribunal Rules and am aware of and will comply with the obligations imposed by those Rules (noting that Rule 102 will be treated as being disapplied for the purpose of sharing documents between the Proceedings).
6. 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.
7. I will otherwise comply with the Order, including by not disclosing Confidential Information to persons other than relevant Permitted Persons.
8. The documents containing any Confidential Information will remain in my custody or the custody of another Permitted Person at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Confidential Information shall be limited to that reasonably required for the use of the Permitted Persons for the purposes of these Proceedings and such copies shall be held in accordance with the terms of these undertakings.
10. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.

11. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
12. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: