



IN THE COMPETITION
APPEAL TRIBUNAL

Case Nos: 1343/5/7/20 (T)

1291/5/7/18 (T)

BETWEEN

DS SMITH PAPER LIMITED & OTHERS

DS Smith Claimants

-and-

MAN SE & OTHERS

Defendants

RYDER LIMITED & ANOTHER

Ryder Claimants

-and-

MAN SE & OTHERS

Defendants

CONFIDENTIALITY RING ORDER
(AS BETWEEN THE DS SMITH CLAIMANTS AND THE RYDER CLAIMANTS)

UPON the terms of this Order as set out below having been agreed between the DS Smith Claimants and the Ryder Claimants

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

IT IS ORDERED THAT:

DEFINITIONS

1. For the purposes of this Order:
 - 1.1 “*Claimants*” means the claimants in the two claims constituting the Proceedings, i.e. the DS Smith Claimants and the Ryder Claimants.

- 1.2 "**Common Disclosure**" means any document which has been designated as Confidential Information under this Order and which has been identified by the disclosing Party as having been disclosed to the Parties in:
- (i) Both of these Proceedings; or
 - (ii) These Proceedings and the claim filed in the Chancery Division of the High Court of Justice by the Dawson group Claimants under Claim Number CP-2017-000020 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 30 July 2018 under CAT Case No 1295/5/7/18 (T).
- 1.3 "**Confidential Information**" means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
- 1.4 "**Inner Confidentiality Ring Information**" means:
- (a) documents or information provided by the Claimants in one of the Proceedings (the "**disclosing Party**") to the Claimants in the other Proceedings (the "**receiving Party**"), including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraphs 9 to 13 of this Order; or
 - (ii) are designated as Inner Confidentiality Ring Information by the Tribunal; and
 - (b) documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;
 - (ii) inter-partes correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third party service provider,which contain or refer to the content of the documents/information provided under (a).
 - (c) Ryder's disclosure to DS Smith given via the Defendants on 19 May 2021 pursuant to clause 23 (a) of the order of the Tribunal dated 5-6 May 2021 and designated as Inner Confidentiality Ring Information in the Proceedings.

For the avoidance of doubt, redacted versions of the documents described at (b) above are not Inner Confidentiality Ring Information if they have been redacted so that they

no longer contain or refer to the content of the documents/information provided under (a).

1.5 ***"Inner Confidentiality Ring Members"*** are:

- (a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraphs 7 to 8 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);
- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order; and
- (c) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with the proceedings to provide eDisclosure or similar services in support of those persons identified in (a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

1.6 ***"Outer Confidentiality Ring Information"*** means:

- (a) documents or information provided by the Claimants in one of the Proceedings (the "**disclosing Party**") to the Claimants in the other Proceedings (the "**receiving Party**"), including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraphs 9 to 13 of this Order; or
 - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and

- (b) documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;
 - (ii) inter-partes correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under (a).

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

1.7 ***"Outer Confidentiality Ring Members"*** are:

- (a) Inner Confidentiality Ring Members;
- (b) those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraphs 7 to 8 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order, and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);
- (c) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (b) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order; and
- (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with the Proceedings to provide eDisclosure or similar services in support of those persons identified in (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential

nature of the Confidential Information and the terms of Part D of the Schedule to this Order.

1.8 “*Party*” or “*Parties*” means a party to this Order, namely the DS Smith Claimants and the Ryder Claimants.

1.9 “*these proceedings*” means: (a) the claim filed in the Chancery Division of the High Court of Justice by the DS Smith Claimants under Claim Number CP-2019-000029 and transferred to the Competition Appeal Tribunal by the Order of Master Clark dated 21 January 2020 under CAT Case No 1343/5/7/20 (T); and (b) the claim filed in the Chancery Division of the High Court of Justice by the Ryder Claimants under Claim Number CP-2017-000022 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 27 July 2018 under CAT Case No 1291/5/7/18 (T).

PREVIOUS SIGNATORIES TO CONFIDENTIALITY REGIMES IN RELATED PROCEEDINGS

2. Each of the persons named in Parts A and B of the Schedule of this Order having previously given a written undertaking pursuant to the terms of the following Confidentiality Ring Orders:

(a) in respect of the DS Claimants, the Confidentiality Ring Order dated 22 July 2021 relating to Case No. 1343/5/7/20 (T); and

(b) in respect of the Ryder Claimants, the Re-Re Amended Confidentiality Ring Order dated 4 December 2020 relating to Case No. 1291/5/7/18 (T),

(c) such undertakings shall also apply in respect of this Order as between the Ryder Claimants and DS Smith Claimants, and thereby be designated as an Inner Confidentiality Ring Member and Outer Confidentiality Ring Member respectively.

3. Clause 2(c) also applies in respect of future undertakings given by persons to be bound by the Confidentiality Ring Orders listed at clauses 2(a) and 2(b) above.

INNER CONFIDENTIALITY RING INFORMATION

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

following paragraphs of this Order.

OUTER CONFIDENTIALITY RING INFORMATION

5. Outer Confidentiality Ring Information provided in the context of the Proceedings is to be provided or made available only to Outer Confidentiality Ring Members, to be held by them on the terms as set out in:
 - 5.1 if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Order, subject to the following paragraphs of this Order;
 - 5.2 if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Order, subject to the following paragraphs of this Order.

SCOPE OF THE ORDER

6. For the avoidance of doubt, nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than via these proceedings under the terms of this Order.

ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

7. If one of the Claimants (the **“Proposing Party”**) wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member (which shall include, but shall not be limited to, any additional expert witness):
 - 7.1 it shall notify and request the express written consent of the other set of Claimants (the **“Requested Party”**), and when requesting such written consent specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary;
 - 7.2 following receipt of a notice pursuant to paragraph 7.1 above, the Requested Party shall not unreasonably withhold or delay its consent and if the Requested Party objects to the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, it shall notify the Proposing Party in writing within 7 days that they so object;
 - 7.3 if express consent is given by the Requested Party, or the Requested Party fails to give express consent and fails to give written notice of objection within the 7 day period specified in paragraph 7.2 above:
 - (a) the additional person will be required to give the written undertaking to the

Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order; and

- (b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 7.3(a) above and an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties;

7.4 if any objection referred to in paragraph 7.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to Requested Party.

8. A set of Claimants providing a document/information to the other set of Claimants in connection with the Proceedings may designate the document/information as: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.

DESIGNATION OF DOCUMENTS/INFORMATION

9. A set of Claimants providing a document/information to the other set of Claimants in connection with the Proceedings may designate the document/information as: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.

10. Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the party receiving the document/information.

11. A designation of not confidential means that the document/information is not Confidential Information.

12. Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not confidential.

13. A Party receiving documents/information in these proceedings (the “**requesting Party**”) may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):

- (a) that requesting Party must provide a written request to the disclosing Party specifying the following:

- (i) the relevant Confidential Information;
 - (ii) the designation the requesting Party believes is appropriate; and
 - (iii) why it is reasonable and necessary for the designation of the Confidential Information to be amended;
- (b) the disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 14 days of having initially received the written request referred to at paragraph (a) above; and
- (c) should the consent referred to in paragraph (b) above not be obtained, the requesting Party may apply to the Tribunal for an order that the Confidential Information should be designated as either: (i) Inner Confidentiality Ring Information (ii) Outer Confidentiality Ring Information; or (iii) not confidential (as the requesting Party deems appropriate), provided that notice is given of that application to the disclosing Party.

PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

14. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in these Proceedings.
- 14.1 Any Inner Confidentiality Ring Member may discuss any Confidential Information with individuals having the same confidentiality status in these Proceedings, meaning an ‘Inner Confidentiality Ring Member’, as defined in the relevant confidentiality ring orders made in these Proceedings or in Case No 1295/5/7/18 (T) Dawsongroup plc and Others v DAF Trucks N.V. and Others, provided the Confidential Information in question is Common Disclosure in the relevant Proceedings. For the avoidance of doubt, in the case of documents of the nature described at 1.4(b) and 1.6(b), any parts of such documents that contain or refer to the content of Confidential Information that is not Common Disclosure in the relevant Proceedings cannot be discussed with Inner Confidentiality Ring Members in those proceedings.
- 14.2 A Party that receives Confidential Information in these proceedings may request that:
- (a) certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or

- (b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.
- 14.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- (a) it shall notify and request the express written consent of the disclosing Party, and when requesting such written consent specify the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
 - (b) following receipt of a notice pursuant to paragraph 14.3(a) above, a recipient of any such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person, they shall notify the Party which made the request in writing within 14 days that they so object;
 - (c) if express consent is given by the recipient(s) of any notice under paragraph 14.3(a) or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 14 day period specified in paragraph 14.3(b) above:
 - (i) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them; and
 - (ii) the Party that made the request will provide the written undertaking referred to in paragraph 14.3(c)(i) above to the Tribunal and the disclosing Party;
- 14.4 if any objection referred to in paragraph 14.3 above is received, the Party that made the request may apply to the Tribunal and give notice of such application to the disclosing Party.

COPIES OF CONFIDENTIAL INFORMATION

15. Subject to the exceptions in paragraph 15.1 below, copies of Confidential Information

provided pursuant to this Order (in both hard and soft copy) must be destroyed or made inaccessible at the conclusion of these proceedings, or when an individual ceases to be involved in these proceedings. Each set of Claimants shall notify the other set of Claimants that the Confidential Information has been destroyed or made inaccessible (as appropriate).

15.1 The obligation in paragraph 15 above, is subject to the following exceptions:

- (a) Paragraph 15 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 15 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.
- (c) Paragraph 15 does not apply to the Claimants' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.
- (d) Paragraph 15 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

16. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the set of Claimants which provided the Confidential Information in these Proceedings, of all the pertinent facts, and the improperly disclosing Party shall use its best endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and securing the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

DISCLOSURE PURSUANT TO COURT ORDER

17. If at any time any Confidential Information is made the subject of a court disclosure or

discovery order (or similar) anywhere in the world, the person or persons upon whom the order is served shall immediately give written notice to the legal representatives of the set of Claimants which produced the Confidential Information. If the disclosing Party which provided the Confidential Information in these proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten days of the date on which such written notice was given, the person or persons against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph only applies to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provided the relevant Confidential Information.

ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

18. In the event of any anticipated or actual breach of this Order, any of the Parties may seek to enforce its terms.
19. There shall be liberty to apply, which shall be on notice to the other Parties.
20. The costs of compliance with and of drafting this Order shall be costs in the case.

NOTICES

21. 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.
 - 21.1 Service of a Notice must be effected by email.
 - 21.2 Notices shall be addressed as follows:
 - (a) Notices for the DS Smith Claimants shall be marked for the attention of:
Email addresses: DSSmithTrucks@fieldfisher.com
Julia.Dodds@fieldfisher.com
Ellie.Pinnells@fieldfisher.com
Emma.Freudenthal@fieldfisher.com
Reference UK01-1725613.070055
 - (b) Notices for the Ryder Claimants shall be marked for the attention of:
Email addresses: RyderTrucksConfidentiality@ashurst.com
Reference: EUB/JRL/MSTRAS/1000/008.905

Hodge Malek QC
Chairman of the Competition Appeal Tribunal

Made: 12 October 2021
Drawn: 13 October 2021

This part contains the names of Inner Confidentiality Ring Members:

PART A

DS SMITH CLAIMANTS

Fieldfisher LLP

Ellie Pinnells, Partner

Julia Dodds, Director

Kerri Wilson, Senior Associate

David Kaluwahandi, Associate

Emma Freudenthal, Associate

Ryan Hughes, Associate

Mila Kovalenko, Associate

Yin Yee Ng, Solicitor

Anita Panchal, Risk and Liability Team Manager

Siobhan Deeming, Solicitor Apprentice

Maximillian Häger, Trainee lawyer

Leo McSweeney, Senior Legal Professional

Laurent van der Bruggen, Paralegal

Esther Thomas, Trainee Solicitor

Ashleigh Wilson, Legal Professional

Sarah McVeigh, Legal Professional

Eilish Beeby, Trainee Solicitor

Brick Court Chambers

Robert O'Donoghue QC

Monckton Chambers

Julian Gregory

Khatija Hafesji

Case Associates

Dr. Cento Veljanovski, Managing Partner

Grant Thornton

Michael Barber, Associate Director

Edward J Harber, Manager

Charlotte McAuslan, Manager

Robert Soady, Manager

Nick Wood, Partner

Michael Radcliffe, Partner

Alice Collier, Assistant Manager

Amelia Rogers, Assistant Manager

Nilesh Mehta, Assistant Manager

Sara Jackson, Assistant Manager

RYDER CLAIMANTS

Ashurst LLP

James Levy, Partner

Euan Burrows, Partner

Tom Connor, Partner

Max Strasberg, Associate

Nadja Waksman, Solicitor

Angus Rance, Solicitor

David Wirth, Competition Economist

Tom Puntun, Competition Economist

Emile Abdul-Wahab, Solicitor

Ute Zinsmeister, Partner

Maria Held, Counsel

Franziska Sauer, Associate

Annick Vroninks, Partner

Irene Antypas, Counsel

Rafael Baena, Partner

Javier Torrecilla, Senior Associate

Melissa Sibley, Paralegal

Maxime Amberger, Legal Analyst

Bethany Easton, Legal Analyst

Penyo Ivanov, Legal Analyst

Patrick Holland, Legal Analyst

Paulina Osinska, Legal Analyst
India Case, Trainee Solicitor
Helen Chamberlain, Trainee Solicitor
Travis Quinn, Trainee Solicitor
Louise Duffy, Trainee Solicitor
Aneesa Khan, Solicitor
Logan Mair, Partner
Clare Hennessey, Associate
Simon Bromwich, Partner
Peter Turner-Kerr, Counsel
Brooke Moon, Solicitor Apprentice
Oliver Noble, Competition Economist
Jack Burnett, Solicitor
Harry Rai, Legal Analyst
Walter Buckman, Legal Analyst
Zac Davies, Associate
Victoria Beswick, Trainee Solicitor
Harriet Martin, Solicitor
Catrin Southgate, Trainee Solicitor
Imogen Chitty, Trainee Solicitor
Katy Walters, Trainee Solicitor
Jon Gale, Partner
Nathan Lindsay, Senior Associate
Tim West, Senior Associate
Georgia Cain-Greaves, Trainee Solicitor
Hayden Dunnett, Solicitor
Katharine Foster, Trainee Solicitor
Anthony Nzegwu, Trainee Solicitor
Mhairi Airlie, Legal Analyst
Megan Morrison, Legal Analyst
Jasmine Tiong, Trainee Solicitor
Melissa Black, Legal Analyst
Mhairi Innes, Legal Analyst
Noor Dawood, Legal Analyst
Keiran Meiklejohn, Legal Analyst Manager
Sandra Tran, Legal Analyst
Kirsty McKay, Legal Analyst

Rubaina Sehgal, Associate
Justin Browne, Associate
Florence Chan, Trainee Solicitor
George Booth-Clibborn, Trainee Solicitor

Monckton Chambers

Mark Brealey QC
Fiona Banks
Josh Holmes QC

One Essex Court

Derek Spitz

NERA Economic Consulting

Dr Lawrence Wu
Grant Siggers
Dr Anca Cojoc
Ming Hon Wong
Sergio Garcia de Frutos
Huy Dang
Lionel Gendebien
Garrett Glasgow
Daniel Sullivan
Dr Gabriella Monahova
Dr Cristián Hernández
Dr Alexandre Carbonnel
Francesca Amore
Alisa Smaghina
James Thomas
Hamza Shoaib

OnPoint Analytics, Inc.

John Connor, Senior Consultant
Gareth Macartney, Senior Economist
George Saioc, Economist
Chandra Wallace, Associate
Dawna Lewski, Associate

Radostin Ivanov, Research Analyst

Thao Nguyen, Research Analyst

Haberman Ilett UK Limited

Frank Ilett, Partner

Bruno Augustin, Partner

Aaron Bradley, Senior Manager

Alex Hewson, Consultant

Becky House, Consultant

Matthew Karssiens, Consultant

Henry Powell, Consultant

Sijeenth Sivalingham, Senior associate

This part contains names of Outer Confidentiality Ring Members (excluding Outer Confidentiality Ring Members who are also Inner Confidentiality Ring Members):

PART B

DS SMITH CLAIMANTS

Iain Simm, Group General Counsel

Wendy Ko, Group Legal Director (Paper, Paper Sourcing, Recycling & Procurement)

Catherine Shuttleworth, Legal Director (Packaging)

Nazia Cassamali, Legal Counsel

William Hicks, Chief Financial Controller

Charlotte Avenarius (Paralegal)

RYDER CLAIMANTS

Ryder Limited

Sanford J Hodes (Deputy General Counsel, Ryder System Inc.)

Natalie Waldron (UK Legal Counsel)

Chris Burston, Internal Auditor

PART C

UNDERTAKING

(TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

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

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

1. I have read a copy of the Tribunal's Order of..... and understand that Order and the implications of giving this undertaking.
2. I have read rule 31.22 of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I will use the Confidential Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
6. The documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Inner Confidentiality Ring Member at all

times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

7. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. The production of further copies by me of the documents containing the Inner Confidentiality Ring Information shall be limited to those required for the use of the Inner Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
9. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 13.1 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date:

PART D

UNDERTAKING

(TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

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

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

1. I have read a copy of the Tribunal's Order of..... and understand that Order and the implications of giving this undertaking.
2. I have read rule 31.22 of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will use the Outer Confidentiality Ring Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
6. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and shall be held in accordance with paragraph 4 of this

undertaking.

7. Subject to the exceptions in paragraph 13.1 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date: