



Case No: 1435/5/7/22 (T)

IN THE COMPETITION APPEAL TRIBUNAL

BETWEEN:

- (1) PSA AUTOMOBILES SA
- (2) GIE PSA TRÉSORERIE
- (3) STELLANTIS NV
- (4) OPEL AUTOMOBILE GMBH
- (5) FCA ITALY SPA
- (6) FCA SRBIJA D.O.O. KRAGUJEVAC
- (7) FCA POLAND SA
- (8) MASERATI SPA
- (9) SOCIETA EUROPEA VEICOLI LEGGERI (SEVEL) SPA
- (10) VAUXHALL MOTORS LTD
- (11) OPEL ESPAÑA SLU

Claimants

- v -

- (1) AUTOLIV AB
- (2) AUTOLIV, INC
- (3) AUTOLIV JAPAN LTD
- (4) AUTOLIV B.V. & CO. KG
- (5) AIRBAGS INTERNATIONAL LTD
- (6) ZF TRW AUTOMOTIVE HOLDINGS CORP.
- (7) ZF AUTOMOTIVE SAFETY GERMANY GMBH
- (8) ZF AUTOMOTIVE GERMANY GMBH
- (9) TRW SYSTEMS LTD
- (10) ZF AUTOMOTIVE UK LTD
- (11) TOKAI RIKA CO., LTD
- ~~(12) TOYODA GOSEI CO., LTD~~

Defendants

REVISED CONFIDENTIALITY RING ORDER

UPON the Tribunal having made a Confidentiality Ring Order on 7 June 2022 (“the Confidentiality Ring Order”) which sets out the terms upon which Confidential Information

(as defined in the Confidentiality Ring Order) may be accessed by persons in the PSA Proceedings

AND UPON the Tribunal having directed at a case management conference held on 29 March 2023 and making an Order dated 15 May 2023 directing disclosure of Other Regulator Documents (as defined therein) to external legal representatives only

AND UPON the Parties having agreed that this Order (the “**Revised Confidentiality Ring Order**”) shall replace the Confidentiality Ring Order

IT IS ORDERED BY CONSENT THAT:

1. This Revised Confidentiality Ring Order shall replace the Confidentiality Ring Order in its entirety.

2. **DEFINITIONS**

For the purposes of this Revised Confidentiality Ring Order:

2.1. “**Confidential Information**” means ELO Information, Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.

2.1A “**ELO**” means external lawyers only.

2.1B “**ELO Information**” means:

(a) Documents or information provided by a Party to this Revised Confidentiality Ring Order, including any part of those documents and any information contained within those documents which:

(i) the disclosing Party has designated as ELO Information in accordance with paragraph 7 of this Revised Confidentiality Ring Order; or

(ii) are designated as ELO Information by the Tribunal; and

(b) without prejudice to the generality of paragraph 2.1B(a) above, documents insofar as they contain information or refer to the content of the documents/information provided under paragraph 2.1B(a), including for the avoidance of doubt:

- (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; and
- (c) for the avoidance of doubt, redacted versions of the documents described at paragraph 2.1B(a) are not ELO Information if they have been redacted so that they no longer contain information described at paragraph 2.1B(a).

2.1C “***ELO Confidentiality Ring Members***” are:

- (a) those Inner Confidentiality Ring Members who are external legal advisers and who have given an undertaking in the terms of Part C of the Schedule to the Confidentiality Ring Order prior to the date of this Revised Confidentiality Ring Order. For the avoidance of doubt, this does not include in-house counsel;
- (b) listed in Part A1 of the Schedule to this Revised Confidentiality Ring Order, as amended from time to time in accordance with the provisions of paragraph 6 or by an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part E of the Schedule to this Revised Confidentiality Ring Order and (in the case of those persons who are added as ELO Confidentiality Ring Members in accordance with the provisions of paragraph 6) where the Proposing Party (as defined) has complied with paragraph 6.1.1;
- (c) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or any person whose job title is “*paralegal*”) under the supervision of those persons identified at paragraphs 2.1C(a) and / or (b), provided that such personnel have been informed of the confidential nature of the Confidential Information and

the terms of Part E of the Schedule to this Revised Confidentiality Ring Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and

- (d) any external eDisclosure or litigation support provider engaged by any of the Parties in connection with the PSA Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraph 2.1C(a) and / or (b) who may have access to ELO Information as a consequence of the provision of their services, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part E of the Schedule to this Revised Confidentiality Ring Order.
- (e) Nothing in this Revised Confidentiality Ring Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the Solicitors Regulation Authority (“SRA”) from having access to documents on firm/chambers IT systems, subject to their usual confidentiality obligations.

2.2. ***“Inner Confidentiality Ring Information”*** means:

- (a) Documents or information provided by a Party to this Revised Confidentiality Ring Order, including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 7 of this Revised Confidentiality Ring Order; or
 - (ii) are designated as Inner Confidentiality Ring Information by the Tribunal; and
- (b) without prejudice to the generality of paragraph 2.2(a) above, documents insofar as they contain information or refer to the content of the

documents/information provided under paragraph 2.2(a), including for the avoidance of doubt:

- (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; and
- (c) for the avoidance of doubt, redacted versions of the documents described at paragraph 2.2(b) are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 2.2(a).

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

- (a) ELO Confidentiality Ring Members;
- (b) those listed in Part A2 of the Schedule to this Revised Confidentiality Ring Order, as amended from time to time in accordance with the provisions of paragraph 6 or by an Order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part C of the Schedule to this Revised Confidentiality Ring Order or the Confidentiality Ring Order and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 6) where the Proposing Party (as defined) has complied with paragraph 6.1.1;
- (c) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or any person whose job title is “*paralegal*”) under the supervision of those persons identified at paragraphs 2.3(a) and / or (b), 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 Revised Confidentiality Ring Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and

- (d) any external eDisclosure or litigation support provider engaged by any of the Parties in connection with the PSA Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraphs 2.3(a) and / or (b) who may have access to Inner Confidentiality Ring Information as a consequence of the provision of their services, 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 Revised Confidentiality Ring Order.
- (e) Nothing in this Revised Confidentiality Ring Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the SRA from having access to documents on firm/chambers IT systems, subject to their usual confidentiality obligations.

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

- (a) Documents or information provided by a Party to this Revised Confidentiality Ring Order, including any part of those documents and any information contained within those documents which:
 - (i) the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 7 of this Revised Confidentiality Ring Order; or
 - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and
- (b) without prejudice to the generality of paragraph 2.4(a) above, documents insofar as they contain or refer to the content of the documents/information provided under paragraph 2.4(a) including for the avoidance of doubt:

- (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;
- (c) for the avoidance of doubt, redacted versions of the documents described at paragraph 2.4(b) are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 2.4(a).

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

- (a) ELO Confidentiality Ring Members and Inner Confidentiality Ring Members;
- (b) those persons listed in Part B of the Schedule to this Revised Confidentiality Ring Order, as amended from time to time in accordance with the provisions of paragraph 6 or by an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part D of the Schedule to this Revised Confidentiality Ring Order or the Confidentiality Ring Order and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 6) where the Proposing Party (as defined) has complied with paragraph 6.1.1;
- (c) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or any person whose job title is “*paralegal*”) under the supervision of those persons identified in paragraphs 2.5(a) and / or (b), 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 Revised Confidentiality Ring

Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and

- (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with the PSA Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraphs 2.5(a) and / or (b), who may have access to Outer Confidentiality Ring Information as a consequence of the provision of their services, 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 Revised Confidentiality Ring Order.
- (e) Nothing in this Revised Confidentiality Ring Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the SRA from having access to documents on firm/chambers IT systems, subject to their usual confidentiality obligations.

2.6. "**Parties**" means all of the parties to the PSA Proceedings, and "**Party**" means any of them.

2.7. "**PSA Proceedings**" means Case No: 1435/5/7/22 (T), including any appeal therefrom.

2B. EXTERNAL LAWYERS ONLY INFORMATION

2B.1 ELO Information provided in the context of the PSA Proceedings is to be provided or made available solely to the ELO Confidentiality Ring Members, to be held by them on the terms set out in Part E of the Schedule to this Revised Confidentiality Ring Order, subject to the following paragraphs of this Revised Confidentiality Ring Order.

2B.2 For the avoidance of doubt, where ELO Information is provided to a person who is an ELO Confidentiality Ring Member by virtue of paragraph 2.1C(a) above, the ELO Information is to be held by that person on the terms set out in Part E of the Schedule to this Revised Confidentiality Ring Order.

2B.3 Each Party shall notify the terms of this Revised Confidentiality Ring Order to its ELO Confidentiality Ring Members within the scope of paragraph 2.1C(a) above.

3. **INNER CONFIDENTIALITY RING INFORMATION**

Inner Confidentiality Ring Information provided in the context of the PSA 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 or E of the Schedule to this Revised Confidentiality Ring Order or the Confidentiality Ring Order (as applicable), subject to the following paragraphs of this Revised Confidentiality Ring Order.

4. **OUTER CONFIDENTIALITY RING INFORMATION**

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

- 4.1. if the individual is also an ELO Confidentiality Ring Member, Part E of the Schedule to this Revised Confidentiality Ring Order, subject to the following paragraphs of this Revised Confidentiality Ring Order;
- 4.2. if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Revised Confidentiality Ring Order, subject to the following paragraphs of this Revised Confidentiality Ring Order; or
- 4.3. if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Revised Confidentiality Ring Order, subject to the following paragraphs of this Revised Confidentiality Ring Order.

5. **SCOPE OF THE ORDER**

Nothing in this Revised Confidentiality Ring Order or in its Schedule applies to documents and/or information received by a Party other than via the PSA Proceedings under the terms of this Revised Confidentiality Ring Order.

6. **ADDITIONS TO, OR REMOVAL FROM, THE ELO, INNER OR OUTER CONFIDENTIALITY RING**

6.1. If a Party (the “***Proposing Party***”) wishes to add an additional person as an ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member:

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

6.1.2. Following receipt of a notice pursuant to paragraph 6.1.1, a Receiving Party shall notify the Proposing Party in writing within 5 working days if it objects to such addition and state the reason(s) for the objection.

6.1.3. If express consent is given by all the Receiving Parties, or any Receiving Party fails to give express consent and fails to give written notice of objection within the 5 working day period specified in paragraph 6.1.2:

(a) the Proposing Party will obtain a written undertaking from the additional person, in the terms of Part C, D or E (as applicable) of the Schedule to this Revised Confidentiality Ring Order; and

(b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 6.1.3(a) and an amended version of Part A1, A2 or B (as appropriate) of the Schedule to this Revised Confidentiality Ring Order to the Tribunal and the other Parties.

6.1.4. Upon those steps being completed, the additional person will become an ELO Confidentiality Ring Member, Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member (as applicable).

6.1.5. If any objection referred to in paragraph 6.1.2 is received within the 5 working day period there referred to, the Proposing Party may apply on notice to the Tribunal and the additional person will become an ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or

an Outer Confidentiality Ring Member (as applicable) if the Tribunal so orders.

6.2. If a Party wishes to remove a person as an ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party shall notify the other Parties and provide an amended version of Part A1, A2 or B (as appropriate) of the Schedule to this Revised Confidentiality Ring Order to the Tribunal and the other Parties. The Party must also (so far as it is able to do so and it is technically possible) destroy, or procure that the removed person destroys, any copies of Confidential Information held by that person pursuant to this Revised Confidentiality Ring Order or the Confidentiality Ring Order (in both hard and soft copy) or transfer such copies to persons who remain within the relevant Confidentiality Ring. For the avoidance of any doubt, a Party may only remove a person whom it had (initially or by following the process in paragraph 6) proposed as ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member .

6.3. For the avoidance of doubt, a person who ceases to be an ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member remains bound by the terms of the undertaking they have signed in relation to Confidential Information they received before they ceased to be ELO Confidentiality Ring Member, an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member.

6.4. If a Party ceases to be involved in the PSA Proceedings, the persons nominated by that Party as Confidentiality Ring Members shall automatically cease to be Confidentiality Ring Members.

7. **DESIGNATION OF DOCUMENTS/INFORMATION**

7.1. A Party providing a document/information in connection with the PSA Proceedings may designate that the document/information is: (i) ELO Information; (ii) Inner Confidentiality Ring Information; (iii) Outer Confidentiality Ring Information; or (iv) not confidential.

7.2. Designation of a document/information as ELO Information, Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in

writing to the Party or Parties receiving the document/information. When making the request, each document containing information in respect of which confidential treatment is sought should be marked up as follows: (i) square brackets must be inserted around the confidential information; (ii) the information itself must be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it); and (iii) each page of the document must include the header “*CONTAINS CONFIDENTIAL INFORMATION*”.

- 7.3. Any document/information that is not designated as ELO Information, Inner Confidentiality Ring Information or Outer Confidentiality Ring Information is not Confidential Information unless ordered otherwise by the Tribunal or by subsequent correction or amendment by the relevant Party as described in paragraphs 7.4 and 7.5.
- 7.4. Save for where the Tribunal has directed a document/information be designated as Confidential Information, failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not Confidential Information. A Party may alter the designation of a document/information to correct any erroneous designation by notice in writing to all Parties that received such document/information. The other Parties shall not be responsible for any action taken in the meantime in good faith reliance on the original designation.
- 7.5. A Party receiving documents/information in the PSA Proceedings may request that the disclosing Party or Parties amend the designation of a document/information that it has or they have provided (including amendment to a designation of not confidential) as follows:
 - 7.5.1. The requesting Party shall provide a written request to the disclosing Party or Parties (copied to the other Parties) specifying the following:
 - (a) the relevant document/information concerned;
 - (b) the designation the requesting Party believes is appropriate; and
 - (c) why it is reasonable and necessary for the designation of the document/information to be amended.

7.5.2. A disclosing Party may consent in writing to amend the designation of any document(s)/information, with such consent not to be unreasonably withheld and, in any event, any response must be provided within 10 working days of having received the written request referred to in paragraph 7.5.1.

7.5.3. Should the consent referred to in paragraph 7.5.2 not be obtained from each disclosing Party, the requesting Party may apply to the Tribunal for an order that the document/information should be designated as either: (i) ELO Information; (ii) Inner Confidentiality Ring Information; (iii) Outer Confidentiality Ring Information; or (iv) not confidential (as the requesting Party deems appropriate), provided that prior written notice is given of that application to the other Parties.

8. **PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS**

8.1. Nothing in this Revised Confidentiality Ring Order prevents a Party, its advisors or experts from sharing (or from consenting to the sharing of) its Confidential Information provided by that Party in the PSA Proceedings. A Party that receives Confidential Information in the PSA Proceedings may request that:

8.1.1. certain Confidential Information is to be provided or made available to one or more persons who are not ELO Confidentiality Ring Members, Inner Confidentiality Ring Members or Outer Confidentiality Ring Members; and/or

8.1.2. certain ELO Information or Inner Confidentiality Ring Information is to be provided or made available to one or more persons who are Inner Confidentiality Ring Members or Outer Confidentiality Ring Members.

8.2. If a Party wishes such Confidential Information to be provided or made available to such persons:

8.2.1. it shall notify and request the express written consent of the other Parties, specifying the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents insofar as practicable)

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);

8.2.2. following receipt of a notice pursuant to paragraph 8.2.1, any recipient of such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person, they shall notify the requesting Party in writing within 10 working days of receipt of the notice that they so object;

8.2.3. if each recipient required to be provided with a notice under paragraph 8.2.1 (i) gives express consent or (ii) fails to give express consent and fails to give written notice of objection within the 10 working day period specified in paragraph 8.2.2:

(a) the proposing Party will obtain from such person(s) written undertaking(s) in the terms of Part C, D or E (as appropriate) of the Schedule to this Revised Confidentiality Ring Order, amended to list the specific documents and/or information that are to be provided or made available to such person(s);

(b) the Party concerned will provide the written undertaking(s) referred to in paragraph 8.2.3(a) and a list of the specific Confidential Information that is to be provided or made available to such person(s) to the Tribunal and the other Parties; and

(c) on the completion of those steps, the additional person may be provided with the documents and/or information.

8.3. If any objection referred to in paragraph 8.2.2 is received within the 10 working day period specified, the requesting Party may apply to the Tribunal, provided that prior written notice is given of such application to the other Parties. The additional person may be provided with the documents and/or information if the Tribunal so orders.

9. COPIES OF CONFIDENTIAL INFORMATION

- 9.1. Subject to the exceptions in paragraph 9.2, each Party must destroy copies of Confidential Information provided pursuant to this Revised Confidentiality Ring Order or the Confidentiality Ring Order (in both hard and soft copy) (insofar as technologically possible) or make them inaccessible at the conclusion of the PSA Proceedings, or when that Party ceases to be involved in the PSA Proceedings, and at such time that Party shall notify its ELO Confidentiality Ring Member(s), Inner Confidentiality Ring Member(s) and Outer Confidentiality Ring Member(s) that they must destroy (insofar as technologically possible) or make inaccessible all Confidential Information in their possession. (For the avoidance of doubt, the foregoing obligations and the corresponding obligations of individuals pursuant to the undertakings in Part C, D and E of the Schedule, do not require a Party or person to take steps beyond selecting the files in question and providing the Windows command to “*delete*” such files, and repeating such instruction with the copy of the file in the Windows “*recycle bin*”.) In such circumstances, each Party concerned shall notify the remaining Parties within a reasonable time that the Confidential Information has been destroyed (insofar as technologically possible) or made inaccessible (as appropriate).
- 9.2. The obligation in paragraph 9.1 is subject to the following exceptions:
- 9.2.1. Paragraph 9.1 does not apply to solicitors’, counsel’s or economists’ notes.
- 9.2.2. Paragraph 9.1 does not create an obligation to search for transitory or deeply stored (such as back-up tapes or similar off-line electronic copies) 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.
- 9.2.3. Paragraph 9.1 does not apply to Parties’ copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the PSA Proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Revised Confidentiality

Ring Order in respect of the Confidential Information contained within such documents.

9.2.4. Paragraph 9.1 does not apply to a Party in respect of the Confidential Information it provided.

10. **UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event of any disclosure of Confidential Information other than in a manner authorised by this Revised Confidentiality Ring Order, including any unintentional or inadvertent disclosure, solicitors for the improperly disclosing Party shall as soon as reasonably practicable notify the improper recipient(s) and the solicitors for the Party or Parties which provided the Confidential Information in the PSA Proceedings, and the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including for example using all reasonable endeavours to retrieve all copies of the Confidential Information from the improper recipient(s) thereof and secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

11. **DISCLOSURE PURSUANT TO COURT ORDER**

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

12. **ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS**

12.1. In the event of any anticipated or actual breach of this Revised Confidentiality Ring Order, any Party may seek to enforce the terms of this Revised Confidentiality Ring Order.

12.2. The costs of compliance with and of drafting this Revised Confidentiality Ring Order shall be costs in the case in these Proceedings.

12.3. There shall be liberty to apply to vary the terms of this Revised Confidentiality Ring Order.

13. **NOTICES**

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

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

13.3. Notices shall be addressed as follows:

13.3.1. Notices for any of the Claimants shall be addressed to Hausfeld & Co LLP, for the attention of Tom Bolster.

Email address: tbolster@hausfeld.com

Reference: L0267.0001

13.3.2. Notices for the First to Fifth Defendants shall be addressed to White & Case LLP, for the attention of Charles Balmain and Raif Hassan.

13.3.3. Email Address: cbalmain@whitecase.com

rhassan@whitecase.com

Reference: 7554049-0005/CB/RH/FA

13.3.4. Notices for the Sixth to Tenth Defendants shall be addressed to Macfarlanes LLP, for the attention of Cameron Firth and Jennifer Reeves.

Email Address: cameron.firth@macfarlanes.com

jennifer.reeves@macfarlanes.com

Reference: CAFF/JYYR/677589

13.3.5. Notices for the Eleventh Defendant shall be addressed to Steptoe & Johnson UK LLP, for the attention of Charles Whiddington and Angus Rodger.

Email Address: cwhiddington@steptoe.com

arodger@steptoe.com

Reference: CRW/AR/026378.0003

Justin Turner KC
Chair of the Competition Appeal Tribunal

Made: 28 June 2023
Drawn: 28 June 2023

SCHEDULE

PART A1: ELO Confidentiality Ring Members

Claimants

Hausfeld & Co LLP

- Tom Bolster
- Tim Brown
- Amandine Gueret
- Sofie Edwards
- Charles Laporte-Bisquit
- Sara Berger
- Jamie Nicolaidis
- Antoine Riquier
- James Hilton
- Stella Gartagani
- Myrto Damaskou
- Maha Alyami

Counsel

- Colin West KC (Brick Court Chambers)
- Sean Butler (Blackstone Chambers)

First to Fifth Defendants

White & Case LLP

- Charles Balmain
- Tilman Kuhn
- Raif Hassan
- Mathis Rust
- Cristina Caroppo
- Felix Aspin
- Millie Lehmann

- Isabella Conceicao Silva
- Jens Wulf
- Robert Mlynarczyk
- Shazia Tahir
- Marlin Heitmann
- Isabella Bertolini

Counsel

- Robert O’Donoghue KC
- Hugo Leith
- Charlotte Thomas

Sixth to Tenth Defendants

Macfarlanes LLP

- Cameron Firth
- Caja Griesenbach
- Jennifer Reeves
- Balint Egri
- Qiarna Bondswell
- Leyla Garahan

Gleiss Lutz Hootz Hirsch

- Wolfgang Bosch
- Sarah Zinndorf
- Birgit Colbus

Counsel

- Sarah Ford KC
- David Bailey

Eleventh Defendant

Stephoe and Johnson UK LLP

- Charles Whiddington
- Angus Rodger
- Yumiko Takahashi
- Natalia Gofman

Counsel

- Marie Demetriou KC
- Daniel Piccinin KC

PART A2: Inner Confidentiality Ring Members

Claimants

Hausfeld & Co LLP

- Tom Bolster
- Tim Brown
- Amandine Gueret
- Sofie Edwards
- Charles Laporte-Bisquit
- Sara Berger
- Jamie Nicolaides
- Antoine Riquier
- James Hilton
- Stella Gartagani
- Myrto Damaskou
- Maha Alyami

Counsel

- Colin West KC (Brick Court Chambers)
- Sean Butler (Blackstone Chambers)

AlixPartners

- Mat Hughes
- Tomas Houska
- Colin Johnson
- Emanuel Holler
- Jules Duberga
- Emiliano Rinaldi

First to Fifth Defendants

White & Case LLP

- Charles Balmain
- Tilman Kuhn
- Raif Hassan
- Mathis Rust
- Cristina Caroppo
- Felix Aspin
- Millie Lehmann
- Isabella Conceicao Silva
- Jens Wulf
- Robert Mlynarczyk
- Shazia Tahir
- Marlin Heitmann
- Isabella Bertolini

Counsel

- Robert O’Donoghue KC
- Hugo Leith
- Charlotte Thomas

Sixth to Tenth Defendants

Macfarlanes LLP

- Cameron Firth
- Caja Griesenbach
- Jennifer Reeves
- Leyla Garahan
- Balint Egri
- Qiarna Bondswell

Gleiss Lutz Hootz Hirsch

- Wolfgang Bosch
- Sarah Zinndorf
- *Birgit Colbus*

Counsel

- Sarah Ford KC
- David Bailey

E.CA Economics

- Bas Dessens
- Rainer Nitsche
- Mahim Singla
- James Coates

Eleventh Defendant

Steptoe and Johnson UK LLP

- Charles Whiddington
- Angus Rodger
- Yumiko Takahashi
- Natalia Gofman

Counsel

- Marie Demetriou KC
- Daniel Piccinin KC

PART B: Outer Confidentiality Ring Members

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

Claimants

Stellantis

- *Séverine Loreau, Legal Counsel*
- *Federica Gaudino, Legal Counsel*
- *Andrea Spalluto, Legal Counsel*
- *Marcella Ortolan, Practice Leader Antitrust and Competition Law*
- *Giorgio Fossati, General Counsel*

First to Fifth Defendants

- Anthony Nellis, General Counsel

Sixth to Tenth Defendants

ZF Friedrichshafen

- *Sebastian Windolf, Legal Counsel*
- *Holly Swanson, Legal Counsel*

Eleventh Defendant

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 Revised Confidentiality Ring Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them.

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 and understand the Tribunal's Revised Confidentiality Ring Order of [DATE] and understand that Order and implications of giving this undertaking.
2. I have read Rule 102 of the Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).
5. I will use the Confidential Information only for the purpose of the PSA Proceedings and for the purpose of no other current or future proceedings or proposed 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 Revised Confidentiality Ring 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 6 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 7 of this undertaking.
10. Subject to the exceptions in paragraph 9.2 of the Revised Confidentiality Ring 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 available to any person at the conclusion of the PSA Proceedings or upon receiving a notice in accordance with paragraph 9.1 of the Revised Confidentiality Ring Order.

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 Revised Confidentiality Ring Order, each Outer Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them.

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 and understand the Tribunal's Revised Confidentiality Ring Order of [DATE].
2. I have read Rule 102 of the Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).
4. I will use the Outer Confidentiality Ring Information only for the purpose of the PSA Proceedings and for the purpose of no other current or future proceedings or proposed 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 Revised Confidentiality Ring 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 such copies shall be held in accordance with paragraph 5 of this undertaking.

7. Subject to the exceptions in paragraph 9.2 of the Revised Confidentiality Ring 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 available to any person at the conclusion of these proposed proceedings or upon receiving a notice in accordance with paragraph 9.1 of the Revised Confidentiality Ring Order.

Signed:

Name:

Date:

PART E

UNDERTAKING (TO BE PROVIDED BY ELO CONFIDENTIALITY RING MEMBERS)

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

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 and understand the Tribunal's Revised Confidentiality Ring Order of [DATE].
2. I have read Rule 102 of the Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose ELO Information to any person who is not an ELO Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).
4. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).
5. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member, including by reading it out in open proceedings (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 Revised Confidentiality Ring Order).

6. I will use the Confidential Information only for the purpose of the PSA Proceedings and for the purpose of no other current or future proceedings or proposed 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 Revised Confidentiality Ring Order).
7. The documents containing any ELO Information will remain in my custody or the custody of another ELO Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. 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.
9. 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.
10. The production of further copies by me of the documents containing the ELO Information shall be limited to those required for the use of the ELO Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 7 of this undertaking.
11. 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 8 of this undertaking.
12. 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 9 of this undertaking.

13. Subject to the exceptions in paragraph 9.2 of the Revised Confidentiality Ring 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 available to any person at the conclusion of these proposed proceedings or upon receiving a notice in accordance with paragraph 9.1 of the Revised Confidentiality Ring Order.

Signed:

Name:

Date: