



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1523/7/7/22

BETWEEN:

BSV CLAIMS LIMITED

Applicant / Proposed Class Representative

- v -

(1) BITTYLICIOUS LIMITED

(2) PAYWARD LIMITED

(3) SHAPESHIFT GLOBAL LIMITED

(4) PAYWARD, INC.

(5) SHAPESHIFT AG

(6) BINANCE EUROPE SERVICES LIMITED

Respondents / Proposed Defendants

INTERIM CONFIDENTIALITY RING ORDER

UPON the Proposed Class Representative and the First, Second, Third, Fourth, Fifth and Sixth Proposed Defendants (together, the “**Participating Parties**” and any one of them a “**Participating Party**”) to the above-named proceedings (the “**Proceedings**”) having agreed by consent to the establishment of an interim confidentiality ring in the Proceedings for the period up to and including the determination of the application for a Collective Proceedings Order (including any appeal or judicial review thereof)

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

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

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purpose of these Confidentiality Terms:

1.1.1 **Business Day** means a day other than a Saturday or Sunday or public holiday in the United Kingdom on which banks are open in the United Kingdom for general commercial business;

1.1.2 **Confidential Information means:**

(a) Documents or information provided by a Participating Party, including any part of those Documents and any information contained within those Documents, to the extent that they have been;

(i) designated as Confidential Information in accordance with paragraph 3 of this Order; or

(ii) designated as Confidential Information by the Tribunal; and

which (in either case) have not subsequently been re-designated (including de-designated) either by consent or by order of the Tribunal; and

- (b) Documents or information which contain, reproduce, or reflect the content of the Documents or information referred to under paragraph 1.1.2(a) above.
- (c) For the avoidance of doubt, the following Documents or information will not be Confidential Information:
 - (i) Documents which have been redacted so that they do not contain, reproduce or reflect Confidential Information;
 - (ii) Documents or information that use Confidential Information but do not enable the content of such Confidential Information to be revealed (for example, through the aggregation of information);
 - (iii) Documents or information which have already been published or are generally available to the public or become published or generally available to the public, other than through the act or omission of a receiving Participating Party or Permitted Person; or
 - (iv) With respect to a Participating Party and each individual designated as a Permitted Person by that Participating Party, Documents or information already in the possession of that Participating Party or received by that Participating Party other than by reason of these Proceedings under the terms of these Confidentiality Terms (in which case such Participating Party and each individual designated as a

Permitted Person by that Participating Party shall be free to make use of any such Documents and/or information as it or they see fit without prejudice to the confidential status such Document or information may otherwise have as regards other Participating Parties, Permitted Persons and/or third parties).

1.1.3 **Confidentiality Terms** means the terms contained in this Order and the Schedule to this Order.

1.1.4 **Disclosing Party** means the Party that disclosed that document.

1.1.5 **Document** means anything in which information of any description is recorded.

1.1.6 **Guide** means the Tribunal's 2015 Guide to Proceedings.

1.1.7 **Permitted Persons** means:

- (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 paragraph 6 below or by an order of the Tribunal) who have signed an undertaking to the Tribunal in the terms of Part B of the Schedule to this Order that has been provided to all Participating Parties and the Tribunal, and where the Proposing Party has complied with paragraph 6.3 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), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1.7(a) above 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 Part B of the Schedule to this Order; and

- (c) any external eDisclosure or litigation support provider (including transcription service providers) engaged by any Participating Party in connection with these Proceedings to provide eDisclosure or similar services in support of those persons identified at paragraph 1.1.7(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of their services, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Part B of the Schedule to this Order.

1.1.8 **Proposed Class Representative** means BSV Claims Limited.

1.1.9 **Proposed Defendants** means Bittylicious Limited, Payward Limited, Shapeshift Global Limited (in members' voluntary liquidation), Payward, Inc., Shapeshift AG and Binance Europe Services Limited.

1.1.10 **Tribunal** means the Competition Appeal Tribunal.

2. CONFIDENTIAL INFORMATION

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 Part B of the Schedule to this Order, subject to the following paragraphs of these Confidentiality Terms.

3. DESIGNATION OF CONFIDENTIAL INFORMATION

3.1 Any Document (or part thereof) may be designated as comprising (in whole or in part) Confidential Information by the Participating Party that introduces the document into the Proceedings to the extent such Document or part thereof (as applicable)

(a) contains:

3.1.1 information the disclosure of which would be contrary to the public interest;

3.1.2 commercial information the disclosure of which would or reasonably might significantly harm the legitimate business interests of the undertaking to which it relates; or

3.1.3 information relating to the private affairs of an individual the disclosure of which would or reasonably might significantly harm such individual's interests; and

(b) does not meet the description of any of the Documents or information set out in paragraph 1.1.2(c) above.

3.2 The following procedures shall apply:

- 3.2.1 the Disclosing Party must notify the receiving Participating Party in writing (in compliance with paragraph 7.46 of the Guide) that it is disclosing a Document containing Confidential Information;
- 3.2.2 a designation of “not confidential” means that the Document does not contain Confidential Information. 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, subject to paragraph 3.2.3 below. For the avoidance of doubt, in the event of a (express or deemed) designation of “not confidential”, Tribunal Rule 102 continues to apply (to the extent it would otherwise have applied);
- 3.2.3 a Disclosing Party may alter the designation of a Document to correct an incorrect designation (including for the avoidance of doubt a deemed designation of non-confidential), by notice in writing to the receiving Participating Parties, following which the Document shall be treated as subject to the altered designation (save that it is acknowledged that a Document may have been treated in accordance with its original designation and that this may limit what the Participating Parties can do to give full effect to the altered designation); and
- 3.2.4 the designation of any Document as containing Confidential Information by a Participating Party may be challenged in accordance with paragraph 4 of these Confidentiality Terms.
- 3.3 Each Participating 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 must state which Documents contain Confidential Information and identify the Participating Party or Participating Parties (as applicable) to which the Confidential Information relates;
- 3.3.2 square brackets must be inserted around any text and/or extract which contains the Confidential Information, and must be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it); and
- 3.3.3 each page of the Document disclosed must include the header “CONTAINS CONFIDENTIAL INFORMATION”.

4. CHALLENGE TO CONFIDENTIAL DESIGNATION

- 4.1 The designation of Confidential Information by a Participating Party may be challenged in accordance with the terms below:
 - 4.1.1 if a Participating Party wishes to challenge the designation of Confidential Information, that Participating Party shall write to the Disclosing Party (copying the other Participating Parties) specifying:
 - (a) the relevant Document (or part thereof) concerned;
 - (b) the designation the requesting Participating Party considers to be appropriate; and
 - (c) why it is reasonable and necessary for the designation of the Document (or part thereof) 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 (or part thereof), such consent not to be unreasonably withheld. Any response shall be given as soon as reasonably possible and in any event within ten (10) Business Days of receipt of the written request referred to in paragraph 4.1.1; and

4.1.3 if the Participating Party challenging confidentiality 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 part thereof) qualifies as Confidential Information. Prior written notice of that application must be given to the Participating Parties. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 4.1.3 are to be dealt with on paper by the Tribunal. For the avoidance of doubt, the applicable Document (or part thereof) shall, until such time as the Tribunal makes its determination, be treated as Confidential Information in accordance with its existing designation.

4.2 The deadlines in this paragraph 4 may be extended by agreement between the Participating Parties. 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 Permitted Persons on the basis that:

- 5.1.1 the recipient Permitted Person holds the Confidential Information on the terms set out in Part B of the Schedule 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 Permitted Person will, save as expressly provided for by these Confidentiality Terms, discuss, disclose, copy, reproduce or distribute any Confidential Information.
- 5.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms 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 (which notes, copies, reports, submissions or other Documents might themselves be Confidential Information); and
 - 5.2.2 disclosing or distributing any Confidential Information to, or discussing any Confidential Information with, any other person who is also a Permitted Person (provided for the avoidance of doubt that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons).
- 5.3 During any hearing, each Participating Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that the Document or information contains Confidential Information.

- 5.4 In the event of any disclosure of Confidential Information other than as authorised by these Confidentiality Terms (including any unintentional or inadvertent disclosure):
- 5.4.1 solicitors representing the improperly disclosing Participating Party shall immediately notify the improper recipient(s) and the solicitors for the Participating Party or Parties which provided the Confidential Information;
- 5.4.2 the improperly disclosing Participating Party shall use all reasonable endeavours to prevent further unauthorised disclosure, including retrieving all copies of the Confidential Information from the improper recipient(s) (insofar as technologically feasible); and
- 5.4.3 the improperly disclosing Participating Party shall use all reasonable endeavours to secure the agreement (in writing) of the improper recipient(s) to permanently delete (insofar as technologically feasible) or destroy and not to further disseminate the Confidential Information in any form.
- 5.5 Nothing in these Confidentiality Terms shall prevent or prohibit a receiving Participating 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 has been authorised in writing by the Disclosing Party. In these circumstances, a receiving Participating Party may produce such Confidential Information but shall (unless otherwise agreed with the Disclosing Party) take all reasonable measures to ensure the Confidential Information is treated in accordance with these Confidentiality Terms.
- 5.6 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 Participating Party or Parties

upon whom the order is served shall immediately give written notice to the legal representatives of the Participating Party or Parties which provided the Confidential Information. If the Participating Party which provided the Confidential Information does not take steps to prevent the further disclosure of such Confidential Information within ten (10) Business Days of the date on which such written notice was given, the Participating 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 Order.

5.7 For the avoidance of doubt, the restrictions in this paragraph 5:

5.7.1 apply only to a Participating Party (and its Permitted Persons) to the extent that it is the recipient of Confidential Information and does not apply to the Participating Party (and its Permitted Persons) to the extent that it provides Confidential Information; and

5.7.2 may be waived (in whole or part) by the Participating Party that provided the relevant Confidential Information.

6. ADDITION OR REMOVAL OF PERMITTED PERSONS

6.1 A Participating Party seeking to designate an additional person as a Permitted Person (the “**Proposing Party**”) must:

6.1.1 seek permission in writing from the other Participating Parties (each a “**Receiving Party**”) and together, the “**Receiving Parties**”) for the additional person to be designated as a Permitted Person; and

- 6.1.2 in doing so provide details of that person's name and role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.
- 6.2 If a Receiving Party does not consent to the person being designated a Permitted Person (such consent not to be unreasonably withheld), it must within five (5) Business Days of receipt of the written request referred to in paragraph 6.1 notify the Proposing Party and provide written reasons for why permission is refused.
- 6.3 If express consent is given by all Receiving Parties, or if no Receiving Party raises an objection in accordance with paragraph 6.2 above, the additional person shall become a Permitted Person upon completion of the following steps:
- 6.3.1 the additional person signing the undertaking at Part B of the Schedule to this Order; and
- 6.3.2 the Proposing Party providing a copy of the signed undertaking referred to in paragraph 6.3.1 above and an amended version of Part B of the Schedule to this Order to the Receiving Parties and the Tribunal.
- 6.4 If an objection in accordance with paragraph 6.2 above is received, the Proposing Party may apply to the Tribunal for an order authorising the designation of the additional person as a Permitted Person notwithstanding the objection, provided written notice of such application is given to the other Receiving Parties. The additional person will become a Permitted Person if the Tribunal so orders, subject to completion of the steps referred to in paragraph 6.3 above.
- 6.5 A Participating Party must remove a person as a Permitted Person insofar as their membership is no longer reasonably necessary. If a Participating Party wishes to

remove a person as a Permitted Person, that Participating Party shall notify the other Participating Parties and provide an amended version of Part B of the Schedule to this Order to the other Participating Parties and the Tribunal. The Participating Party must also comply with paragraph 7 by requiring the person to immediately and permanently delete (insofar as technologically feasible and subject to any legal, regulatory or professional requirement to preserve such Documents) or destroy all Confidential Information in their possession. For the avoidance of doubt, a Participating Party may only remove a Permitted Person from their own Participating Party.

6.6 The Participating Parties shall keep Part A of the Schedule to this Order updated upon the addition or removal of such persons designated as Permitted Persons.

6.7 For the avoidance of doubt, there is no requirement to amend this Order when updating the list of Permitted Persons listed in Part A of the Schedule 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 copies required by the Permitted Persons.

7.2 Subject to the exceptions in paragraph 7.3 below, each Participating Party and Permitted Person must permanently delete (insofar as technologically feasible and subject to any legal, regulatory or professional requirement to preserve such Documents) or destroy copies of all Documents containing Confidential Information provided pursuant to these Confidentiality Terms (in both hard and soft copy) at: (a) the conclusion of the Proceedings; (b) in relation to any specific Participating Party and its Permitted Persons, when that Participating Party ceases to be involved in the Proceedings; or (c) in relation to any individual Permitted Person, when that Permitted

Person ceases to be involved in the Proceedings pursuant to paragraph 6.5 above. At such time, that Participating Party shall notify its applicable Permitted Persons that they must permanently delete (insofar as technologically feasible and subject to any legal, regulatory or professional requirement to preserve such Documents) or destroy all Confidential Information in their possession in accordance with this paragraph 7.2.

7.3 The obligation in paragraph 7.2 above is subject to the following exceptions:

7.3.1 paragraph 7.2 does not apply to solicitors' or counsel's notes, subject to continued compliance with all other Confidentiality Terms;

7.3.2 paragraph 7.2 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist but which cannot be recovered without special measures, provided that such Documents will be promptly deleted in the event of the restoration of such copies;

7.3.3 paragraph 7.2 does not apply to a Participating Party's copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings, as well as legal work product referring to Confidential Information, subject to continued compliance with these Confidentiality Terms in respect of the Confidential Information contained within such Documents; and

7.3.4 paragraph 7.2 does not apply to a Participating Party in respect of the Confidential Information that it provided; and it may be waived (in whole

or part) by the Participating Party that provided the relevant Confidential Information.

8. NOTICES

8.1 Any notice, consent or objection to be given under or in connection with these Confidentiality Terms (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:

8.3.1 Notices for the Proposed Class Representative shall be marked for the attention of Velitor Law and sent to:

E-mail addresses: BSV_Correspondence@velitorlaw.com

Reference: BSV1.1/SA

8.3.2 Notices for the First Proposed Defendant shall be marked for the attention of Raman Dhillon, Band Hatton Button LLP and sent to:

E-Mail addresses: RKD@bandhattonbutton.com

Reference: N/A

8.3.3 Notices for the Second and Fourth Proposed Defendants shall be marked for the attention of David Cran and Chris Ross, RPC LLP and sent to:

E-mail addresses: david.cran@rpc.co.uk

chris.ross@rpc.co.uk

gowri.chandrashekar@rpc.co.uk

rosy.gibson@rpc.co.uk

Reference: GC16/CR01/PAY37.1

8.3.4 Notices for the Third Proposed Defendant shall be marked for the attention of Duncan Lockhart, Tristan Cox-Chung and Lily Pidge of Clyde & Co LLP and sent to:

E-mail addresses: Duncan.Lockhart@clydeco.com

Tristan.Cox-Chung@clydeco.com

Lily.Pidge@clydeco.com

Reference: DL/TCC/LP/10325381

8.3.5 Notices for the Fifth Proposed Defendant shall be marked for the attention of Jennifer Dickey, Hogan Lovells International LLP and sent to:

E-mail addresses: HLShapeshiftBSVclaim@hoganlovells.com

Jennifer.Dickey@hoganlovells.com

Reference: D1/JD/GM/WF/RH 756647.000007

8.3.6 Notices for the Sixth Proposed Defendant shall be marked for the attention of Arnondo Chakrabarti, Allen & Overy LLP and sent to:

E-mail addresses: BinanceBSVLitigation@allenoverly.com

Arnondo.Chakrabarti@allenoverly.com

Reference: AMC/0140357-0000002

9. GENERAL PROVISIONS

9.1 The Confidentiality Terms are intended to apply until superseded by subsequent order of the Tribunal.

- 9.2 Subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 of the Tribunal Rules shall continue to apply following termination of the Proceedings. Each of the Participating Parties and Permitted Persons shall continue to treat Confidential Information in accordance with this Order unless (and to the extent that) the Confidential Information held by it or them (including on its or their behalf) has been permanently deleted (insofar as technologically feasible) or destroyed in accordance with paragraph 7.2 above.
- 9.3 In the event of any anticipated or actual breach of these Confidentiality Terms, any Participating Party may seek to enforce the Confidentiality Terms.
- 9.4 These Confidentiality Terms and any undertakings given in relation to them are governed by and shall be construed in accordance with English law and any dispute arising out of or in connection with these Confidentiality Terms shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 9.5 Nothing in these Confidentiality Terms or the Schedule to this Order shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Tribunal Rules and any applicable professional obligations.
- 9.6 There shall be liberty to apply to vary the terms of this Order, if appropriate.
- 9.7 The costs of compliance with and of preparing this Order shall be costs in the case.

Sir Marcus Smith
President of the Competition Appeal Tribunal

Made: 26 September 2023
Drawn: 26 September 2023

1. SCHEDULE
PART A

THE PERMITTED PERSONS

(1) The Proposed Class Representative

(a) Counsel

- Sarah Ford KC (Brick Court Chambers)
- Nicholas Bacon KC (4 New Square Chambers)
- Sarah Bousfield (Brick Court Chambers)

(b) Solicitors (Velitor Law)

- Seamus Andrew
- Christopher Lillywhite
- Liam Spender
- Jason Rose
- Jonathan Child

(c) Others at Velitor Law

- Siavash Abbasi
- Quinten Iljland
- Alex Whittaker

(d) External Economists (Oxera)

- Robin Noble
- Helen Ralston
- Andrew Mell

- Callum Watling
- Max Kuipers
- Prince Montagna

(e) Client

- Lord Currie of Marylebone

(2) The First Proposed Defendant

(a) Counsel

- Alan Bates (Monkton Chambers)

(b) Solicitors (Band Hatton Button LLP)

- Raman Dhillon

(c) Others at Band Hatton Button LLP

N/A

(d) Experts

N/A

(e) Client

- Nicole Jacqueline Gera

(3) The Second and Fourth Proposed Defendants

(a) Counsel

- Sarah Abram KC (Brick Court Chambers)
- Jamie Carpenter KC (Hailsham Chambers)
- Andrew McIntyre (Brick Court Chambers)

(b) Solicitors (RPC LLP)

- David Cran
- Chris Ross
- Gowri Chandrashekar
- Rosy Gibson

(c) Others at RPC LLP

- Sophia Gofas

(d) Experts

N/A

(e) Clients

- Helene Almas
- Michael O'Connor.

(4) The Third Proposed Defendant

(a) Counsel

- Rob Willaims KC (Monckton Chambers)

(b) Solicitors (Clyde & Co LLP)

- Duncan Lockhart
- Tristan Cox-Chung
- Lily Pidge

(c) Others at Clyde & Co LLP

- N/A

(d) External Economists

- N/A

(e) Client

- Ryan Davies
- Evan Jones
- Carly Blackburn

(5) The Fifth Proposed Defendant

(a) Counsel

- Tony Singla KC (Brick Court Chambers)
- Jonathan Scott (Brick Court Chambers)
- Robert Amey (South Square Chambers)

(b) Solicitors (Hogan Lovell International LLP)

- Jennifer Dickey
- Nicholas Heaton
- Christopher Hutton
- Guy Marrison
- Camilla Elliott Lockhart
- William Foubister
- Rachel Howard
- Juliette Parkinson

(c) Others at Hogan Lovell International LLP

- Hannah Dingemans

(d) Experts

N/A

(e) Client

- Scott Siverson

(6) The Sixth Proposed Defendant:

(a) Counsel

- Brian Kennelly KC (Blackstone Chambers)
- Jason Pobjoy (Blackstone Chambers)
- Roger Mallalieu KC (4 New Square Chambers)

(b) Solicitors (Allen & Overy LLP)

- Arnondo Chakrabarti
- Kristina Nordlander
- Nicholas Gomes
- Imogen Carr
- Mohamed Sacranie
- Loraine MacDonald
- Laura Burton
- Nicholas Bushnell-Wye

(c) Others at Allen & Overy LLP

- Andri Boda
- Ali Ahmad

(d) Experts

N/A

(e) Client

- Alix Mommeja
- Arjen Van Klaarbergen
- Eleanor Hughes
- Laurence Coman
- Lexi Xu
- Moema Rosa.

PART B

UNDERTAKING (TO BE PROVIDED BY PERMITTED PERSONS)

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

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

1. I have read a copy of the Tribunal's Order of **[date]** and understand the terms of that Order and the implications of giving this undertaking.
2. I have read Rules 101, 102 of the Tribunal Rules and Rule 31.22 of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by those provisions.
3. I will treat all Confidential Information made available to me for the purpose of the Proceedings as secret and confidential, including after the conclusion of the Proceedings and if I ever leave my employment, or otherwise cease to be a Permitted Person.
4. Except as expressly contemplated by the Confidentiality Terms, I will not disclose, refer, use, copy, reproduce or otherwise distribute or disseminate Confidential Information to any person who is not a Permitted Person, 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 Order).
5. I will use the Confidential Information only for the purpose of the 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 Order).

6. The Documents containing any Confidential Information will remain in my custody or the custody of another Permitted Person at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The production of further copies by me of the Documents containing Confidential Information shall be limited to those reasonably required for the use of the Permitted Persons for the purposes of the Proceedings only and such copies shall be held in accordance with paragraphs 3 to 6 of this undertaking.
8. Subject to the exceptions in paragraph 7.3 of the Tribunal’s Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be permanently deleted (insofar as technologically feasible and subject to any legal, regulatory or professional requirement to preserve such Documents) or securely disposed of so that the Confidential Information is not readily available to any person at the conclusion of the Proceedings or upon me ceasing to be a Permitted Person in accordance with paragraph 7.2 of the Tribunal’s Order.
9. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not permanently delete or destroy and continue to hold.
10. 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.

11. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in the Tribunal's Order, or has been authorised in writing by the relevant disclosing Participating Party, or subject to the conditions in paragraph 5.6 of the Order that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: