



IN THE COMPETITION
APPEAL TRIBUNAL

Case Nos: 1581/5/7/23
1597/5/7/23

BETWEEN:

- (1) UTILITA ENERGY LIMITED**
- (2) UTILITA SERVICES LIMITED**

Claimants

- v -

- (1) PAYPOINT PLC**
- (2) PAYPOINT COLLECTIONS LIMITED**
- (3) PAYPOINT NETWORK LIMITED**
- (4) PAYPOINT RETAIL SOLUTIONS LIMITED**
- (5) PAYPOINT PAYMENT SERVICES LIMITED**

Defendants

AND BETWEEN:

- (1) GLOBAL-365 PLC**
- (2) GLOBAL PREPAID SOLUTIONS LIMITED**

Claimants

- v -

- (1) PAYPOINT PLC**
- (2) PAYPOINT COLLECTIONS LIMITED**
- (3) PAYPOINT NETWORK LIMITED**
- (4) PAYPOINT RETAIL SOLUTIONS LIMITED**

Defendants

CONFIDENTIALITY RING ORDER

UPON the parties to the above-named proceedings having agreed that documents containing confidential information be subject to the confidentiality terms contained in this Order (the “**Confidentiality Terms**”)

AND UPON the parties agreeing that this Order shall apply for the purposes of Case No 1581/5/7/23 [and Case No 1597/5/7/23] (including any appeals), subject to each party’s liberty to apply

AND HAVING REGARD TO the Tribunal’s powers under The Competition Appeal Tribunal Rules 2015 (Rules 53(2)(h) and (l), 101 [and 102])

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

BY CONSENT

IT IS ORDERED THAT:

1. DEFINITIONS

1.1. For the purposes of these Confidentiality Terms:

1.1.1. “**Affiliate**” means any subsidiary, subsidiary undertaking or holding company within the same corporate group as any of the Parties, and any subsidiary or subsidiary undertaking of any such holding company.

1.1.2. “**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.

1.1.3. “**Confidential Information**” means Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information.

1.1.4. “**Confidentiality Ring Members**” means Inner Confidentiality Ring Members and Outer Confidentiality Ring Members.

1.1.5. **“Disclosing Party”** means, in relation to any document, the Party or any third party that disclosed that document.

1.1.6. **“Excluded Information”** means the following information, which is not to be categorised as Confidential Information:

- (a) Information which becomes generally available to the public (other than as a result of a breach of this Order);
- (b) Information that was lawfully in the possession of a Party before the information was disclosed to it pursuant to this Order;
- (c) Information the Parties agree in writing is not confidential;
- (d) Information that is the subject of an Order of the Tribunal or Court that it is not to be treated as Confidential Information for the purposes of this Order;
- (e) Information that is available to a Party because it appears in a document or version of a document which has been disclosed in these proceedings, which document or version has not been designated as constituting or containing Confidential Information, save where the absence of such designation was the result of obvious mistake; or
- (f) Documents that use Confidential Information (for example, to provide an aggregation of Confidential Information) but which do not reveal the content of Confidential Information.

1.1.7. **“Guide”** means the Tribunal’s 2015 Guide to Proceedings.

1.1.8. [**“GLOBAL-365”** means GLOBAL-365 plc and Global Prepaid Solutions Limited.]

1.1.9. [**“GLOBAL-365 Proceedings”** means the proceedings under section 47A of the Competition Act 1998 with case number 1597/5/7/23 commenced by GLOBAL-365 on 13 July 2023.]

1.1.10. **“Inner Confidentiality Ring Information”** means information within the meaning of paragraph 3.2 below which has been designated or otherwise identified as such by a Disclosing Party or (as applicable) determined by the Tribunal for the purposes of this Order, but does not include Excluded Information.

1.1.11. The **“Inner Confidentiality Ring”** shall comprise all persons from time to time designated as Inner Confidentiality Ring Members within the meaning of this Order.

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

- (a) those external advisers listed in Part 1 of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part 3 of the Schedule to this Order;
- (b) employees of a Party nominated by a Party and listed in Part 1 of the Schedule to this Order as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who are not involved in and have no oversight of (or reasonably foreseeable involvement in or oversight of) commercial negotiations and decision-making concerning the procurement of energy pre-payment services on behalf of the Parties and have given a signed undertaking to the Tribunal in the terms of Part 3 of the Schedule to this Order (**“Nominated Persons”**);
- (c) 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 1.1.11(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 1 of the Schedule to this Order;

- (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and
- (e) any external eDisclosure or litigation support provider (including transcription service providers) engaged by any Party for the purpose of the Proceedings to provide eDisclosure, or similar services in support of those persons identified at paragraph 1.1.11(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2) Business Days in advance of the Confidential Information being provided to them for the first time, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Part 1 of the Schedule to this Order.

1.1.13. **“Nominated Person”** has the meaning given to it in paragraph 1.1.12(b);

1.1.14. **“Outer Confidentiality Ring Information”** means information within the meaning of paragraph 2.2 below which has been designated or otherwise identified by a Disclosing Party or (as applicable) determined by the Tribunal for the purposes of this Order, but does not include Excluded Information.

1.1.15. The **“Outer Confidentiality Ring”** shall comprise all persons from time to time designated as Outer Confidentiality Ring Members within the meaning of this Order.

1.1.16. **“Outer Confidentiality Ring Members”** are Inner Confidentiality Ring Members and those persons listed in Part 2 of the Schedule to this Order, as

amended from time to time in accordance the provisions of paragraph 7 below or an order of the Tribunal, who are (unless otherwise described) employees at the Parties and have given a signed undertaking to the Tribunal in the terms of Part 3 or Part 4 of the Schedule to this Order (as applicable) and who only have access to the Outer Confidentiality Ring Information which has been identified pursuant to paragraph 2.2 below;

1.1.17. **“Parties”** means the parties to the Utilita Proceedings [and the GLOBAL-365 Proceedings] (and **“Party”** shall be construed accordingly).

1.1.18. **“PayPoint”** means PayPoint plc, PayPoint Collections Limited, PayPoint Network Limited, Paypoint Retail Solutions Limited, and Paypoint Payment Services Limited.

1.1.19. **“Proceedings”** means the Utilita Proceedings [and the GLOBAL-365 Proceedings or either of them].

1.1.20. **“Receiving Party”** means any Party receiving Confidential Information from the Disclosing Party.

1.1.21. **“Tribunal”** means the Competition Appeal Tribunal.

1.1.22. **“Tribunal Rules”** means the Competition Appeal Tribunal Rules 2015.

1.1.23. **“Utilita”** means Utilita Energy Limited and Utilita Services Limited.

1.1.24. **“Utilita Proceedings”** means the proceedings under section 47A of the Competition Act 1998 with case number 1581/5/7/23 commenced by Utilita on 24 March 2023.

2. **OUTER CONFIDENTIALITY RING INFORMATION**

2.1. Outer Confidentiality Ring Information provided in the context of the Proceedings is to be provided or made available to the Confidentiality Ring Members, to be held by

them on the terms set out in Part 3 or 4 of the Schedule to this Order (as appropriate) to this Order, subject to the following paragraphs of these Confidentiality Terms.

2.2. In accordance with paragraph 7.35 of the Guide, information may be designated as Outer Confidentiality Ring Information if it is:

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

2.2.2. commercial information, the disclosure of which could significantly harm the legitimate business interests of the person(s) or undertaking(s) to which it relates; and/or

2.2.3. information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual's interests;

in each case insofar as the information has the necessary quality of confidence.

2.3. A Disclosing Party should identify or designate each document or part thereof as being "Outer Confidentiality Ring Information" only if it is confidential information within the meaning of paragraph 2.2 above.

3. INNER CONFIDENTIALITY RING INFORMATION

3.1. 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 3 of the Schedule to this Order, subject to the following paragraphs of these Confidentiality Terms.

3.2. In accordance with paragraph 7.35 of the Guide, information may be designated as Inner Confidentiality Ring Information if it is within paragraph 2.2 of this Order and the nature of the information means that it is inappropriate to share with any employee of the Receiving Parties save for Nominated Persons.

- 3.3. A Disclosing Party should identify or designate each document or part thereof as being “Inner Confidentiality Ring Information” only if it is confidential information within the meaning of paragraph 3.2 above.

4. **DESIGNATION OF CONFIDENTIAL INFORMATION**

- 4.1. The following procedures shall apply to the designation of documents or parts thereof as “Outer Confidentiality Ring Information” or “Inner Confidentiality Ring Information”:

- 4.1.1. the Disclosing Party must notify the Receiving Party in writing (in compliance with paragraph 7.46 of the Guide) that it is disclosing a document containing Inner Confidentiality Ring Information or Outer Confidentiality Ring Information and explain why that status is being claimed over that information, including a sufficient explanation to enable the Receiving Party to understand why that particular information is said to be Confidential Information and to challenge the confidential treatment of that information. Where the document is said to contain Inner Confidentiality Ring Information, the Disclosing Party must additionally explain why it is inappropriate to share with any Outer Confidentiality Ring Members of the Receiving Parties, including a sufficient explanation to enable the Receiving Party to understand why that particular information is said to be Inner Confidentiality Ring Information which it is inappropriate to share with any employee of the Receiving Parties save for Nominated Persons and to challenge the confidential treatment of that information;

- 4.1.2. a designation of ‘not confidential’ means that the document does not contain Confidential Information, and a designation of ‘Outer Confidential’ means the document does not contain Inner Confidentiality Ring Information. For the avoidance of doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied);

- 4.1.3. 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;
- 4.1.4. the Disclosing Party may alter the designation of a document/information (the **“Updated Designation Document”**) to correct an incorrect designation by notice in writing to the Receiving Party. If the Disclosing Party wishes to alter the designation of a document/information initially designated as 'not confidential' to Confidential Information, or the designation of a document/information initially designated as 'Outer Confidentiality Ring Information' to 'Inner Confidentiality Ring Information', or a document/information deemed not to contain Confidential Information pursuant to paragraphs 4.1.2 and 4.1.3 to an Outer or Inner Confidentiality Ring Information designation then:
- (a) any disclosure of the Updated Designation Document prior to the altered designation notice shall not be considered a breach of this Order;
 - (b) within 5 clear Business Days of the altered designation notice, the Receiving Party shall inform the Disclosing Party of the extent of any disclosure of the Updated Designation Document;
 - (c) the Receiving Party has the right to challenge the altered designation in accordance with paragraph 6 including on the basis of the extent to which the Receiving Party has shared the Updated Designation Document prior to receipt of the altered designation notice; and
- 4.1.5. the designation of any document as containing Confidential Information by a Party may be challenged in accordance with paragraph 6 of these Confidentiality Terms.
- 4.2. Each Disclosing Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:

- 4.2.1. Any bundle index will state which documents contain Inner or Outer Confidentiality Ring Information and identify the Party to which the Confidential Information relates.
- 4.2.2. Square brackets must be inserted around the Confidential Information (excluding inter-solicitor correspondence), which must be highlighted in yellow if Outer Confidentiality Ring Information or green if Inner Confidentiality Ring Information (that does not obscure the information underneath it).
- 4.2.3. Any inter-solicitor correspondence, including correspondence sent by email, referring to any Outer Confidentiality Ring Information and not Inner Confidentiality Ring Information shall be clearly marked “Outer Confidentiality Ring Only”, and any referring to any Inner Confidentiality Ring Information shall be clearly marked “Inner Confidentiality Ring Only”.
- 4.2.4. Each page of the document must include the header “CONTAINS OUTER CONFIDENTIALITY RING INFORMATION” or “CONTAINS INNER CONFIDENTIALITY RING INFORMATION”, as appropriate.
- 4.2.5. During any hearing in the Proceedings, each Party wishing to refer to Inner or Outer Confidentiality Ring Information shall be responsible for indicating to the Tribunal that the document contains Inner or Outer Confidentiality Ring Information.

5. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

- 5.1. Any and all Outer Confidentiality Ring Information disclosed into the Outer Confidentiality Ring by any Disclosing Party pursuant to this or any other Order shall be disclosed to and held by each Outer Confidentiality Ring Member on the terms of the undertaking at Part 3 or Part 4 of the Schedule to this Order (as applicable).
- 5.2. Any and all Inner Confidentiality Ring Information disclosed into the Inner Confidentiality Ring by any Disclosing Party pursuant to this or any other Order shall

be disclosed to and held by each Inner Confidentiality Ring Member on the terms of the undertaking at Part 3 of the Schedule to this Order.

- 5.3. Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms shall prohibit any Confidentiality Ring Member from making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Outer Confidentiality Ring Information (which notes, copies, reports, submissions or other documents would themselves be Outer Confidentiality Ring Information), or from communicating documents or the contents of documents containing Outer Confidentiality Ring Information to any other Confidentiality Ring Member.
- 5.4. Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms shall prohibit any Inner Confidentiality Ring Member from making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Inner Confidentiality Ring Information (which notes, copies, reports, submissions or other documents would themselves be Inner Confidentiality Ring Information), or from communicating documents or the contents of documents containing Inner Confidentiality Ring Information to any other Inner Confidentiality Ring Member.
- 5.5. In the event of any disclosure of Confidential Information other than as authorised by these Confidentiality Terms (including any unintentional or inadvertent disclosure):
 - 5.5.1. solicitors representing the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;
 - 5.5.2. the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s); and

- 5.5.3. the improperly disclosing Party shall use all reasonable endeavours to secure the agreement (in writing) of the improper recipient(s) not to further disseminate the Confidential Information in any form.
- 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 Party upon whom the order is served shall immediately give written notice to the legal representative of the Party which provided the Confidential Information. If the Party which provided the Confidential Information in these proceedings 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 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. For the avoidance of doubt, this paragraph applies only to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provides the Confidential Information in these proceedings.
- 5.7. For each document disclosed into the Inner Confidentiality Ring, a copy of that document with the Inner Confidentiality Ring Information redacted shall be disclosed to the Outer Confidentiality Ring, save where the whole document is Inner Confidentiality Ring Information.
- 5.8. Any Party that is a beneficiary of the protections of this Order may enter a written agreement releasing any other Party from one or more requirements of this Order even if the conduct subject to the release would otherwise violate the terms of this Order, without application to the Tribunal.

6. CHALLENGE TO CONFIDENTIAL DESIGNATION

- 6.1. The designation of Outer Confidentiality Ring Information or Inner Confidentiality Ring Information by a Disclosing Party may be challenged in accordance with the terms below:

- 6.1.1.1. If a Party wishes to challenge the designation of Outer or Inner Confidentiality Ring Information, whether in a particular document or categories of document, that Party may at any time write to the Disclosing Party specifying the relevant document/category/information concerned and why the requesting Party considers the document/category/information not to constitute Outer Confidentiality Ring Information or Inner Confidentiality Ring Information notwithstanding the reasons given by the Disclosing Party pursuant to paragraphs 2.3 or 3.3 above.
 - 6.1.1.2. In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld, or otherwise maintain its designation. In the latter case it should explain why in writing. Any response shall be given as soon as reasonably possible and in any event within seven (7) Business Days of receipt of the written request referred to in paragraph 6.1.1.
 - 6.1.1.3. If the Party challenging the status of information designated as Outer or Inner Confidentiality Ring Information wishes to maintain its challenge following receipt of the Disclosing Party's response pursuant to paragraph 6.1.2 or if no such response is received within seven (7) Business Days of receipt of the written request referred to in paragraph 6.1.1, it may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as Outer Confidentiality Ring Information or Inner Confidentiality Ring Information pursuant to Rule 101(2). Prior written notice of that application must be given to the Disclosing Party. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 6.1.3 are to be dealt with on paper. For the avoidance of doubt, the confidentiality designation of the document(s) in question shall remain at its initial designation until the Tribunal makes its determination.
- 6.2. The deadlines in this paragraph 6 may be extended by agreement between the Disclosing Party and the Receiving Party. Consent to a request for an extension shall not be unreasonably withheld or delayed.

7. **ADDITION OR REMOVAL OF CONFIDENTIALITY RING MEMBERS**

- 7.1. A Party (the “**Proposing Party**”) seeking to designate an additional person as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member must:
- 7.1.1. seek permission in writing from the other Parties for the additional person to be designated as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member;
 - 7.1.2. when requesting such written permission, provide details of that person’s name, role, and an explanation of why their designation as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member is reasonable and necessary; and
 - 7.1.3. identify whether the person is an employee of the Party or its Affiliates.
- 7.2. The other Parties shall confirm within five (5) clear Business Days of receipt of the written request referred to in paragraph 7.1 whether they consent to the additional person being designated as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member. Such consent shall not be unreasonably withheld.
- 7.3. If any other Party does not consent under paragraph 7.2 to the person being designated an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, then that other Party must provide written reasons for why permission is refused within five (5) clear Business Days of receipt of the written request referred to in paragraph 7.1.
- 7.4. If a Party neither confirms nor refuses consent in accordance with paragraph 7.2 or 7.3 above, then following the expiry of five (5) clear Business Days, the additional person shall be required to sign the undertaking at Part 3 or 4 of the Schedule to this Order (as appropriate) and provide a copy of the signed undertakings to the other Parties and the Tribunal. They will then be designated as either an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member.

- 7.5. If an objection referred to in paragraph 7.3 above is received, the Proposing Party may apply to the Tribunal, provided written notice of such application is given to the other Parties. The additional person will become an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member if the Tribunal so orders. Such additional person shall sign the undertaking at Part 3 or 4 of the Schedule to this Order (as appropriate) and provide a copy of the signed undertaking to the other Parties and the Tribunal.
- 7.6. If a Party wishes to remove a person as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, that Party shall notify the other Parties and the Tribunal. The Party must also comply with paragraph 8 (subject to paragraphs 8.2 and 8.3) by requiring the person to be removed to immediately destroy (insofar as technologically feasible) all Confidential Information in their possession. For the avoidance of doubt, a Party may only remove an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member from their own Party.
- 7.7. The Parties shall keep Part 1 and 2 of the Schedule to this Order updated, and shall provide an updated Part 1 and 2 of the Schedule to the Tribunal when additional persons are being designated as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member together with providing the Tribunal with a copy of the signed undertaking and/or when a person is removed as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member in accordance with paragraph 7.6. For the avoidance of doubt, there is no requirement to amend this Order when updating the Confidentiality Ring Members listed in Part 1 and 2 of the Schedule to this Order.

8. COPIES OF CONFIDENTIAL INFORMATION

- 8.1. The production of further copies of the Confidential Information shall be strictly limited to those required by the Confidentiality Ring Members to whom they are disclosed.
- 8.2. Subject to the exceptions in paragraph 8.3 below, at the conclusion of the Proceedings, or when that Party or Confidentiality Ring Member ceases to be involved in the Proceedings, the relevant Party shall notify its Confidentiality Ring Members that they

must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. Each Party shall notify the remaining Parties within a reasonable period of time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

8.3. The obligations in paragraph 8.2 above and at paragraph 4 of the undertaking at Part 3 and 4 of the Schedule to this Order are subject to the following exceptions:

8.3.1. solicitors' or counsel's notes are not covered (subject to continued compliance with all other Confidentiality Terms);

8.3.2. there is no 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 and/or information will be promptly deleted in the event of the restoration of such copies;

8.3.3. a 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 lawyer work product referring to Confidential Information are not covered, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents; and

8.3.4. the provisions above do not apply to a Party in respect of the Confidential Information it provided.

9. **NOTICES**

9.1. 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.

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

9.3. Notices shall be addressed as follows:

9.3.1. Notices for Utilita shall be marked for the attention of TupperS Law and sent to:

Email addresses: stephen@tupperslaw.co.uk;

adam@tupperslaw.co.uk;

lee@tupperslaw.co.uk

Reference: SCT/Utilita

9.3.2. [Notices for GLOBAL-365 shall be marked for the attention of Addleshaw Goddard LLP and sent to:

Email addresses: paul.chaplin@addleshawgoddard.com;

samantha.haigh@addleshawgoddard.com; and

jake.minards-tonge@addleshawgoddard.com

Reference: CHAPP/MINAJA/377732-1]

9.3.3. Notices for PayPoint shall be marked for the attention of Norton Rose Fulbright LLP and sent to:

Email addresses: Mark.Simpson@nortonrosefulbright.com

James.Flett@nortonrosefulbright.com

Nuala.Canavan@nortonrosefulbright.com

Emilia.Radley@nortonrosefulbright.com

Reference: MSIM/JZZF/1001248632/1001249189

10. GENERAL PROVISIONS

- 10.1. These Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 10.2. Subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 of the CAT Rules shall continue to apply following termination of the Proceedings, and each of the Parties shall continue to treat Confidential Information in accordance with this Order unless the relevant Disclosing Party consents to it being treated otherwise or until the Party has confirmed to the relevant Disclosing Party that all Confidential Information held by it or on its behalf has been destroyed or made inaccessible.
- 10.3. In the event of any anticipated or actual breach of these Confidentiality Terms, any Disclosing Party may seek to enforce the Confidentiality Terms.
- 10.4. These Confidentiality Terms and any undertakings given in relation to them are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.
- 10.5. Nothing in these Confidentiality Terms or in the Schedule to this Order shall prevent or prohibit any Confidentiality Ring Member (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the CAT Rules, and any applicable professional obligations.
- 10.6. Pursuant to Rule 102 of the CAT Rules, permission is granted to use documents disclosed in the Utilita Proceedings in the GLOBAL-365 Proceedings, and documents disclosed in the GLOBAL-365 Proceedings in the Utilita Proceedings in accordance

with the terms of this Order. Accordingly, documents disclosed to Utilita or PayPoint in the Utilita Proceedings shall be disclosed to GLOBAL-365 and PayPoint for use in the GLOBAL-365 proceedings, and documents disclosed to GLOBAL-365 or PayPoint for use in the GLOBAL-365 Proceedings shall be disclosed to Utilita and PayPoint for use in the Utilita Proceedings.

10.7. There shall be liberty to apply to vary the terms of this Order.

10.8. The costs of compliance with and of drafting this Order shall be costs in the Proceedings.

The Honourable Lord Richardson
Chair of the Competition Appeal Tribunal

Made: 20 November 2023
Drawn: 20 November 2023

SCHEDULE

Part 1 – Inner Confidentiality Ring Members

Utilita’s Inner Confidentiality Ring Members

<i>Nominated Persons</i>
Alison Russell
<i>Counsel</i>
Derek Spitz (One Essex Court)
Harry Stratton (One Essex Court)
<i>Solicitors, TupperS Law</i>
Stephen Tupper
Adam Rooney
Lee Chisman-Russell
<i>Expert economists, BRG</i>
Greg Harman
Mark Bosley
Edan Miles

IGLOBAL-365’s Inner Confidentiality Ring Members

<i>Counsel</i>
Colin West KC
Ligia Osepciu
<i>Solicitors</i>
Samantha Haigh
Paul Chaplin
Rona Bar-Isaac
Jake Minards-Tonge
Laura McGlashan

Triin Ungert
Cameron Fuller
Nia McLintock
Holly Robinson
<i>Expert economists</i>
Mat Hughes
Polyxeni Chardouveli

PayPoint's Inner Confidentiality Ring Members

<i>Nominated Persons</i>
Tanya Murphy
<i>Counsel</i>
Josh Holmes KC
Daisy Mackersie
<i>Solicitors</i>
Mark Simpson
James Flett
Nuala Canavan
Emilia Radley
Saachi Bains
Joshua Creutzberg
Georgia Capes
<i>Expert economists</i>
Adrian Majumdar
George Snaith

SCHEDULE

Part 2 – Outer Confidentiality Ring Members

Utilita’s Outer Confidentiality Ring Members

<i>Utilita employees</i>
Ashley Milne
James Salmon

GLOBAL-365’s Outer Confidentiality Ring Members

<i>GLOBAL-365 employees</i>
William Wilson

PayPoint's Outer Confidentiality Ring Members

<i>PayPoint employees</i>
[To be confirmed]

SCHEDULE
PART 3 - UNDERTAKING (TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Confidential Information disclosed 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.

The terms used but not defined in this document shall have the meaning given to them in this Order (including in the Confidentiality Terms in relation to this Order attached to, or accompanying, this document).

None of the requirements listed at paragraphs 2 to 8 below shall prevent Inner Confidentiality Ring Members from disclosing to their clients any information contained within the Confidential Information which:

(A) is or becomes publicly available otherwise than through the Confidentiality Ring Member's default;

(B) was lawfully in the Confidentiality Ring Member's possession prior to the date of this Order;

(C) is subsequently received from a third party not under any obligation of confidence in relation to the Confidential Information; or

(D) is required to be disclosed by operation of law or by order of a court of competent jurisdiction or by a regulatory or other body having jurisdiction over the Confidentiality Ring Member.

I, [NAME], of [ORGANISATION] being an Inner Confidentiality Ring Member[and regulated so far as my professional conduct is concerned by [insert regulatory body]] undertake to the Parties and the Tribunal as follows:

1. I have read a copy of this Order and understand the implications of this Order, the provisions of the Confidentiality Terms and the giving of this undertaking.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings. My obligations in these undertakings shall apply equally to any documents or information which incorporate Confidential Information (or part thereof) or any information contained therein, as defined in paragraph 1.1.2 of the Confidentiality Terms.

3. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any such Confidential Information to persons who are not Confidentiality Ring Member (or in the case of Inner Confidentiality Ring Information, Inner Confidentiality Ring Member) or authorise, enable or assist any person to do so.
4. Upon ceasing to be an Inner Confidentiality Ring Member by ceasing to be involved in the Proceedings or by the conclusion of the Proceedings, I will promptly destroy (in both hard and soft copy) (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 7.6, 8.2 and 8.3 of the Confidentiality Terms.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Confidentiality Terms.
7. I will otherwise comply with the Confidentiality Terms and/or, as the case may be, take all steps within my power to ensure that the Confidentiality Terms are complied with, including by not disclosing Confidential Information to persons other than relevant Confidentiality Ring Members, or assisting or enabling any person to do so.
8. The documents containing any Confidential Information will remain in my custody or the custody of another Confidentiality Ring Member (or, in the case of Inner Confidentiality Ring Information, in my custody or the custody of another Inner Confidentiality Ring Member) at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Confidential Information shall be limited to that reasonably required for the use of the Inner Confidentiality Ring Member for the purposes of the Proceedings only and shall be held in accordance with these undertakings.
10. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
11. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
12. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Date:

SCHEDULE

PART 4 - UNDERTAKING (TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

In respect of any Outer Confidentiality Ring Information disclosed 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.

The terms used but not defined in this document shall have the meaning given to them in this Order (including in the Confidentiality Terms in relation to this Order attached to, or accompanying, this document).

I, [NAME], of [ORGANISATION] being an Outer Confidentiality Ring Member [and regulated so far as my professional conduct is concerned by [insert regulatory body]] undertake to the Parties and the Tribunal as follows:

1. I have read a copy of this Order and understand the implications of this Order, the provisions of the Confidentiality Terms and the giving of this undertaking.
2. I will treat all Outer Confidentiality Ring Information made available to me for the purpose of the Proceedings as confidential and will use any such Outer Confidentiality Ring Information only for the purpose of the proper conduct of the Proceedings. My obligations in these undertakings shall apply equally to any documents or information which incorporate Outer Confidentiality Ring Information (or part thereof) or any information contained therein, as defined in paragraph 1.1.2 of the Confidentiality Terms.
3. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any such Outer Confidentiality Ring Information to persons who are not Confidentiality Ring Member or authorise, enable or assist any person to do so.
4. Upon ceasing to be an Outer Confidentiality Ring Member by ceasing to be involved in the Proceedings or by the conclusion of the Proceedings, I will promptly destroy (in both hard and soft copy) (insofar as technologically feasible) or make inaccessible all Outer Confidentiality Ring Information in my possession, in accordance with paragraphs 7.6, 8.2 and 8.3 of the Confidentiality Terms.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Confidentiality Terms.

7. I will otherwise comply with the Confidentiality Terms and/or, as the case may be, take all steps within my power to ensure that the Confidentiality Terms are complied with, including by not disclosing Outer Confidentiality Ring Information to persons other than relevant Confidentiality Ring Members, or assisting or enabling any person to do so.
8. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Confidentiality Ring Member at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Outer Confidentiality Ring Information shall be limited to that reasonably required for the use of the Inner Confidentiality Ring Member for the purposes of the Proceedings only and shall be held in accordance with these undertakings.
10. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Outer Confidentiality Ring Information that I do not destroy and continue to hold.
11. Nothing in these undertakings shall prevent or prohibit the owner of the Outer Confidentiality Ring Information from taking any action in relation to that information, which they would otherwise be entitled to take.
12. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Date: