



**IN THE COMPETITION
APPEAL TRIBUNAL**

Case No: 1408/7/7/21

BETWEEN:

ELIZABETH HELEN COLL

Class Representative

and

(1) ALPHABET INC.

(2) GOOGLE LLC

(3) GOOGLE IRELAND LIMITED

(4) GOOGLE COMMERCE LIMITED

(5) GOOGLE PAYMENT LIMITED

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

Case No: 1378/5/7/20

AND BETWEEN:

(1) EPIC GAMES, INC.

(2) EPIC GAMES ENTERTAINMENT INTERNATIONAL GMBH

Claimants (together, **Epic**)

and

(1) ALPHABET INC.

(2) GOOGLE LLC
(3) GOOGLE IRELAND LIMITED
(4) GOOGLE COMMERCE LIMITED
(5) GOOGLE PAYMENT LIMITED

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

CONFIDENTIALITY RING ORDER

UPON the Order of the Tribunal in case 1378/5/7/20 (“**Epic Proceedings**”) dated 15 December 2021 establishing a confidentiality ring in the Epic Proceedings (“**Epic Proceedings CRO**”)

AND UPON the Order of the Chair in case 1408/7/7/21 (“**Coll Proceedings**”) dated 13 April 2023 establishing a confidentiality ring in the Coll Proceedings (“**Coll Proceedings CRO**”), further to the Reasoned Order of the Chair made and drawn on 4 April 2023

AND UPON the Order of the Chair in the Coll Proceedings dated 14 July 2023 establishing an amended confidentiality ring in the Coll Proceedings (“**Amended Coll Proceedings CRO**”), further to the Reasoned Order of the Chair made and drawn on 14 July 2023 amending the terms of the Coll Proceedings CRO

AND UPON the Reasoned Order of the Chair made and drawn on 22 April 2024 further amending the terms of the Amended Coll Proceedings CRO (“**Re-Amended Coll Proceedings CRO**”)

AND UPON Epic’s application dated 7 February 2024 for joint case management and joint trial of the Epic and Coll Proceedings

AND UPON hearing Leading Counsel for each of Epic and Google and Counsel for the Class Representative at the hearing directed by the Tribunal on 25 March 2024 (“**Consolidation Hearing**”)

AND UPON the Order of the Chairs in the Epic Proceedings and the Coll Proceedings made and drawn on 15 May 2024 further to the Consolidation Hearing

IT IS ORDERED THAT:

1. The Epic Proceedings CRO (as amended in the form set out in Schedule 1) shall apply as between Epic and the Defendants in respect of documents and information disclosed in the Epic Proceedings, including: (i) any of the same documents and information to the extent they are disclosed in the Coll Proceedings; and (ii) any documents and information disclosed by the Defendants in the Coll Proceedings where such documents or information have not already been disclosed in the Epic Proceedings, to the extent that such documents or information are then disclosed to Epic by the Defendants in the Epic Proceedings.
2. The Re-Amended Coll Proceedings CRO shall apply as between the Class Representative and the Defendants in respect of documents and information designated as Confidential Information by either party under the Re-Amended Coll Proceedings CRO and disclosed by: (1) the Defendants to the Class Representative; and (2) the Class Representative to the Defendants in the Coll Proceedings.
3. The Epic Proceedings CRO shall apply as between the Class Representative and Epic in respect of documents and information designated as Protected Material by Epic under the Epic Proceedings CRO and disclosed by Epic in the Coll Proceedings, and where the Class Representative refers to such documents and information in any material it produces in the Coll Proceedings. The Class Representative must affix the legend “CONFIDENTIAL” (to Confidential Material), “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (to Highly Confidential Material), or “NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” (to Non-Party Highly Confidential Material) to each page that contains Protected Material disclosed to it by Epic.
4. For the avoidance of doubt:
 - a. the Re-Amended Coll Proceedings CRO shall not apply to Epic;
 - b. the Re-Amended Coll Proceedings CRO shall not apply as between Epic and the Defendants in respect of documents and information disclosed by either of them to the other in the Epic Proceedings (including to the extent that any such document or information is also disclosed in the Coll Proceedings);
 - c. nothing in this Order or the Re-Amended Coll Proceedings CRO shall vary the categories of individuals who are able to access Epic’s or the Defendants’ disclosure and information, or the protective designations of that disclosure and

information, pursuant to the Epic Proceedings CRO (as amended in the form set out in Schedule 1);

- d. upon the Class Representative filing factual witness statements in the Coll Proceedings containing the Defendants' Confidential Information (as designated and defined in the Re-Amended Coll Proceedings CRO), the Defendants shall, within 28 days of receipt of such witness statements, designate such Confidential Information pursuant to the Epic Proceedings CRO. Such Confidential Information shall be treated by Epic as "Non-Party Highly Confidential Material" under the Epic Proceedings CRO until such time as Google has designated such Confidential Information in accordance with the Epic Proceedings CRO.
4. There shall be liberty to apply.
 5. Costs in the Epic Proceedings and the Coll Proceedings.

SCHEDULE 1 - Epic Proceedings CRO



IN THE COMPETITION
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(2) EPIC GAMES ENTERTAINMENT INTERNATIONAL GMBH

Claimants (together, **Epic**)

and

(1) ALPHABET INC.

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(3) GOOGLE IRELAND LIMITED

(4) GOOGLE COMMERCE LIMITED

(5) GOOGLE PAYMENT LIMITED

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

ORDER

UPON the hearing of the Case Management Conference on 6 December 2021

AND UPON the US Parties (defined below) (which includes the first Claimant and the second to fourth Defendants) being subject to a Stipulated Amended Protective Order (“SAPO”) and a Stipulated Amended Supplemental Protective Order governing production of protected non-party materials and information (“SASPO”) issued, in the US Proceedings (defined below) on 25 May 2022 and annexed hereto (collectively, the "**US Protective Orders**")

AND UPON the US Parties (defined below) having designated information and material for protection in the US Proceedings (defined below) in accordance with the US Protective Orders

AND UPON the Claimants and the Defendants (together, the “**Epic Proceedings Parties**”) having agreed that disclosure given in the US Proceedings (defined below) shall stand as disclosure in these proceedings given the particular circumstances of this case, including the commonality of parties, the direct overlap in certain issues, and the fact that a significant review exercise by the US Parties has already commenced

AND UPON the Epic Proceedings Parties having agreed that disclosure given in the US Proceedings (defined below) should be supplemented as necessary by targeted additional UK disclosure in respect of any UK-specific custodians and/or issues

AND UPON the Epic Proceedings Parties having agreed that notwithstanding the collateral use restrictions that arise under Rule 102 of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (the "**CAT Rules**") and paragraph 7 of the SAPO, there would be efficiencies, in the highly specific circumstances of this case, if the Parties’ and the US Parties’ respective legal teams, experts and witnesses were able to discuss and freely share materials (i) that are subject to the US Protective Orders; and (ii) first produced in these proceedings through supplemental disclosure.

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

IT IS ORDERED BY CONSENT THAT:

1. For the purposes of this Order:
 - (a) “**Confidential Material**” refers to (i) documents or information designated as “CONFIDENTIAL” under the SAPO or (ii) documents or information first produced in these proceedings that is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules.

- (b) **"Designated In-House Counsel"** means, for each Party, the two In-House Counsel named in Part A of Annex A to this Order who (i) have no involvement or reasonably foreseeable involvement in competitive decision-making, and (ii) may be provided access to Confidential and Highly Confidential Material in these proceedings.
- (c) **"Designating Party"** means a Party, US Party or third-party that designated information that it produces in these proceedings, or has produced or subsequently produces in the US Proceedings, as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material.
- (d) **"Expert"** means a person named in Part A of Annex A to this Order or bound by the US Protective Orders with specialised knowledge or experience in a matter pertinent to these proceedings or the Coll Proceedings who has been retained by a Party to serve as an expert witness or as a consultant in these proceedings, the Coll Proceedings or the US Proceedings.
- (e) **"External Counsel"** means any counsel and instructing solicitors named in Part A of Annex A to this Order or bound by the US Protective Orders who are not employees of a Party but are retained to represent or advise a Party and are instructed in these proceedings, the Coll Proceedings or the US Proceedings by that Party.
- (f) **"Highly Confidential Material"** refers to: (i) documents or information designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under the SAPO; or (ii) extremely sensitive and confidential documents or information:
 - (i) disclosure of which to another Party or third party would create a substantial risk of serious harm that could not be avoided by less restrictive means; and
 - (ii) is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules.
- (g) **"In-House Counsel"** refers to qualified lawyers named in Part A of Annex A to this Order or bound by the US Protective Orders who are employees of a Party, or a Party's affiliate, and who have responsibility for managing this action.
- (h) **"Non-Party Highly Confidential Material"** refers to third party documents or information designated as "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" under the SASPO or extremely sensitive and confidential third party documents or information:

- (i) disclosure of which to a Party or another third party would create a substantial risk of serious harm that could not be avoided by less restrictive means; and
 - (ii) is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules.
- (i) "**Professional Vendors**" means those persons or entities named in Part A of Annex A to this Order or bound by the US Protective Orders that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organising, storing, or retrieving data in any form or medium and their employees and subcontractors).
 - (j) "**Protected Material**" means any material that is designated as "Confidential Material", "Highly Confidential Material" or "Non-Party Highly Confidential Material" pursuant to the US Protective Orders or this Order.
 - (k) "**Receiving Party**" means a Party or US Party that received Protected Material in the US Proceedings, the Coll Proceedings or in these proceedings, as applicable.
 - (l) "**US Parties**" means the first Claimant, the second to fourth Defendants, Google Asia Pacific Pte. Limited and Google Payment Corp.
 - (m) "**US Proceedings**" means the case of *Epic Games Inc. v. Google LLC et al.*, (Case No. 3:20-cv-05671-JD) taking place before the United States District Court for the Northern District of California (San Francisco Division) and any appeals to Courts of competent jurisdiction.
 - (n) "**Class Representative**" means Elizabeth Helen Coll.
 - (o) "**Coll Proceedings**" means the proceedings by the Class Representative in Case 1408/7/7/21 *Elizabeth Helen Coll v Alphabet Inc. and Others*.
 - (p) "**Parties**" means the Epic Proceedings Parties and the Class Representative.

SCOPE

- 2. The protections conferred by this Order on Protected Material apply also to:
 - (a) any information copied or extracted from Protected Material;
 - (b) all copies, excerpts, summaries, or compilations of Protected Material; and

- (c) any testimony, conversations, or presentations that reveal Protected Material.
3. The protections conferred by this Order do not apply to the following information:
- (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order or either of the US Protective Orders, including becoming part of the public record through trial or otherwise; and
 - (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

COLLATERAL USE OF MATERIALS FIRST PRODUCED IN THESE PROCEEDINGS

4. Rule 102 of the CAT Rules is dispensed with only to the extent that materials, including Protected Materials, first produced in these proceedings through supplemental disclosure and any work product derived or containing excerpts from those materials, may be shared with the US Parties and their 'House Counsel', 'Outside Counsel of Record' and 'Experts' in the US Proceedings (each as defined in the SAPO) provided that:
- (a) any materials designated Confidential Material pursuant to this Order may be shared only with those groups and individuals with whom Protected Material designated as 'CONFIDENTIAL' may be shared pursuant to the SAPO;
 - (b) any materials designated Highly Confidential Material pursuant to this Order may be shared only with those groups and individuals with whom Protected Material designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be shared pursuant to the SAPO; and
 - (c) any materials designated Non-Party Highly Confidential Material pursuant to this Order may be shared only with those groups and individuals with whom Protected Material designated as 'NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY' may be shared pursuant to the SASPO.
5. Paragraph 4 above does not apply to the Class Representative.

ACCESS TO AND USE OF INFORMATION DESIGNATED AS “CONFIDENTIAL”

6. Subject to paragraph 4, Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Order and may be used:
 - (a) by the Defendants only for purposes of defending or attempting to settle these proceedings or the Coll Proceedings, or of discussing the US Proceedings;
 - (b) by the Claimants only for the purposes of prosecuting or attempting to settle these proceedings, or of discussing the US Proceedings;
 - (c) by the Class Representative only for the purposes of prosecuting or attempting to settle the Coll Proceedings.

7. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating Party, a Receiving Party may disclose any Confidential Material only to:
 - (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party named in Part A of Annex A to this Order to whom disclosure is reasonably necessary because they either have responsibility for making decisions dealing directly with these proceedings or are assisting External Counsel with these proceedings, and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (c) the Experts of the Receiving Party to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
 - (e) Professional Vendors to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (f) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information;
 - (g) any current employee of the Designating Party; and

- (h) the Class Representative, provided she has signed an undertaking in accordance with Part B of Annex A to this Order.
8. Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Order.

ACCESS TO AND USE OF INFORMATION DESIGNATED AS “HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY”

9. Subject to paragraph 4, Highly Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Order and may be used:
- (a) by the Defendants only for purposes of defending or attempting to settle these proceedings or the Coll Proceedings, or of discussing the US Proceedings;
 - (b) by the Claimants only for the purposes of prosecuting or attempting to settle these proceedings, or of discussing the US Proceedings;
 - (c) by the Class Representative only for the purposes of prosecuting or attempting to settle the Coll Proceedings.
10. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating Party, a Receiving Party may disclose any Highly Confidential Material only to:
- (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders and their support staff;
 - (b) the Designated In-House Counsel of the Receiving Party named in Part A of Annex A to this Order, who have signed an undertaking in accordance with Part B of Annex A to this Order;
 - (c) the Experts of the Receiving Party to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
 - (e) Professional Vendors to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;

- (f) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information;
- (g) any current employee of the Designating Party; and
- (h) the Class Representative, provided she has signed an undertaking in accordance with Part B of Annex A to this Order.

11. Highly Confidential Material:

- (a) may only be transmitted to Designated In-House Counsel through a password-protected Secured File Transfer Protocol (SFTP), and if downloaded, the Designated In-House Counsel must download and store such documents in a secure location that cannot be accessed by others, and shall delete them within 14 days after receipt.
- (b) may also be made available:
 - (i) in in-person meetings where the documents remain in the possession of External Counsel;
 - (ii) via screen-sharing technology; or
 - (iii) through a document review platform with printing and downloading disabled.

12. Notwithstanding the preceding paragraph, any lawyers' work product containing Highly Confidential Material may be transmitted to Designated In-House Counsel via corporate/firm e-mail accounts, provided, however, exhibits to the foregoing that are or contain Highly Confidential Material documents may not be transmitted via e-mail.

13. Highly Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Order.

**ACCESS TO AND USE OF INFORMATION DESIGNATED AS "NON-PARTY
HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY"**

14. Non-Party Highly Confidential Material produced by third parties in the US Proceedings may not be produced in these proceedings or the Coll Proceedings without: (i) an order from the Tribunal under Rule 63 of the CAT Rules; or (ii) the written permission of the (third party) Designating Party.

15. Subject to paragraph 4, Non-Party Highly Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Order and may be used:
 - (a) by the Defendants only for purposes of defending or attempting to settle these proceedings or the Coll Proceedings, or of discussing the US Proceedings;
 - (b) by the Claimants only for the purposes of prosecuting or attempting to settle these proceedings, or of discussing the US Proceedings;
 - (c) by the Parties to the Coll Proceedings only for the purposes of prosecuting or attempting to settle the Coll Proceedings.

16. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating Party, a Receiving Party may disclose any Non-Party Highly Confidential Material only to:
 - (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders and their support staff;
 - (b) the Experts of the Receiving Party to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff;
 - (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
 - (d) Professional Vendors to whom disclosure is reasonably necessary for these proceedings or the Coll Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Order or are bound by the US Protective Orders, and their support staff
 - (e) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information; and
 - (f) the Class Representative, provided she has signed an undertaking in accordance with Part B of Annex A to this Order.

17. Non-Party Highly Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Order.

THIRD-PARTY CONFIDENTIAL INFORMATION SOUGHT TO BE PRODUCED IN THESE PROCEEDINGS

18. In the event that a Party is required to produce in these proceedings or in the Coll Proceedings a third party's confidential information in its possession (the “**Obligated Party**”), and the Obligated Party or one of its affiliates is subject to an agreement which prevents the production of the third party's confidential information in these proceedings or the Coll Proceedings, then the Obligated Party shall:
 - (a) promptly notify in writing the third party of the requirement to produce the third party's confidential information;
 - (b) promptly provide the third party with a copy of this Order and a reasonably specific description of the information that must be produced; and
 - (c) make the information requested available for inspection by the third party.
19. If the third party fails to object or make an application to the Tribunal to prevent disclosure within 14 days of receiving the notice and accompanying information, the Obligated Party may produce the third party's confidential information, subject to the terms of this Order.
20. If the third party objects or makes an application to prevent disclosure within 14 days of receiving such a notice, the Obligated Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the third party before a determination by the Tribunal.
21. Absent an order to the contrary, the third party shall bear the costs of relief sought from the Tribunal in respect of its confidential information.

UNAUTHORISED DISCLOSURE OF PROTECTED MATERIAL

22. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorised under this Order, the Receiving Party must immediately:
 - (a) notify in writing the Designating Party of the unauthorised disclosures;
 - (b) use its best efforts to retrieve all unauthorised copies of the Protected Material;
 - (c) inform the person or persons to whom unauthorised disclosures were made of all the terms of this Order; and

- (d) request such person or persons to give a signed undertaking to the Tribunal in the terms of Part B of the Annex to this Order.

PROTECTED MATERIAL ORDERED TO BE PRODUCED IN OTHER PROCEEDINGS

- 23. If a Party is served with an order issued by a court, arbitral, administrative, or legislative body that compels disclosure of any information or items designated in these proceedings or the Coll Proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material, that Party must:
 - (a) promptly notify in writing the Designating Party, including a copy of the relevant order;
 - (b) promptly notify in writing the person who caused the order to be issued that some or all of the material sought is subject to this Order, including a copy of this Order; and
 - (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

DESIGNATION

- 24. The process by which Parties designate material first disclosed in the US Proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall be governed by the terms of the US Protective Orders. All designations applied to Protected Materials first disclosed in the US Proceedings shall stand in these proceedings. The process by which Parties designate material first disclosed in these proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall be governed by paragraphs 24 to 31 of this Order.
- 25. Each Party that designates information or items first disclosed in these proceedings for protection under this Order must take care to limit any such designation to specific material that qualifies under the CAT Rules.
- 26. The Designating Party must designate for protection, in a specific document or set of documents first disclosed in these proceedings, only those parts that qualify for protection under this Order in accordance with Rule 101 of the CAT Rules. Mass, indiscriminate or routinised designations are prohibited.
- 27. Within 14 days of an Epic Proceedings Party filing pleadings, witness evidence, expert reports, skeleton arguments or a draft order containing Protected Material in the Epic Proceedings, that Party shall provide to the other Parties entitled to receive such

documents (i) a non-confidential version highlighting all Protected Material, showing the tier of confidentiality; and (ii) a non-confidential version in which all Protected Material is redacted.

28. Rule 101 of the CAT Rules is dispensed with only for Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material which is first disclosed in the US Proceedings and governed by the terms of the US Protective Orders.
29. If it comes to a Designating Party's attention that information or items first produced and designated for protection in these proceedings do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation or of the lesser designation such information or items qualify for and under which they are accordingly re-designated.
30. The Designating Party must affix the legend "CONFIDENTIAL" (to Confidential Material), "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (to Highly Confidential Material), or "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" (to Non-Party Highly Confidential Material) to each page that contains Protected Material.
31. The use of a document as an exhibit in a witness statement shall not, without Party consent or further order, in any way affect its designation as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material.
32. Transcripts of hearings containing Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages that have been designated as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material. The Designating Party shall inform the transcriber of these requirements. Any transcript that is prepared shall be treated during a period of 21 days as if it had been designated as Highly Confidential Material in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated (or as non-confidential if no confidentiality claims are made).
33. For information produced in some form other than documentary and for any other tangible items, that the Designating Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" (to Confidential Material), "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (to Highly Confidential Material) or "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" (to Non-Party Highly Confidential Material). If affixing the appropriate legend on a container is not

feasible, the Designating Party shall find another means to identify the information, for example through a cover letter or other communication.

CHALLENGING CONFIDENTIALITY DESIGNATIONS

34. Subject to paragraphs 23 and 47, any Party may challenge a designation of material as being Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material at any time.
35. Unless a prompt challenge to a designation is necessary to avoid foreseeable, substantial unfairness, unnecessary costs, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a designation by electing not to mount a challenge promptly after the original designation is disclosed.
36. The challenging Party shall initiate the dispute resolution process by providing written notice which:
 - (a) states each designation it is challenging;
 - (b) describes the basis for each challenge; and
 - (c) states the challenge to confidentiality is being made in accordance with this paragraph.
37. The Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 14 days of the date of service of notice. The challenging party must:
 - (a) explain the basis for its belief that the confidentiality designation was not proper; and
 - (b) give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation.
38. If a Party:
 - (a) has undertaken the process prescribed by paragraphs 32 to 35 above; or
 - (b) establishes that the Designating Party is unwilling to undertake the process prescribed by paragraphs 32 to 35 above in a timely manner;
 - (c) the challenging Party shall file and serve an application supported by evidence to re-designate or de-designate material under this Order within 14 days of the

parties agreeing that the process prescribed by paragraphs 32 to 35 above will not resolve their dispute.

39. The Parties shall continue to afford the material subject to any challenge the level of protection to which it is entitled under the Designating Party's designation until the Tribunal determines any application made or agreement is reached otherwise by the Parties.
40. When Confidential, Highly Confidential Material or Non-Party Highly Confidential Material has been re-designated (whether as non-confidential or as a different confidentiality category) in the US Proceedings, that re-designation shall apply automatically in these proceedings. Each Designating Party whose documents have been re-designated in the US Proceedings shall use best endeavours to inform the Receiving Parties' External Counsel in these proceedings of all such re-designations promptly.

TERMINATION

41. In respect of documents or information which maintain their designation as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" under the US Protective Orders, the treatment of Protected Material following termination of these proceedings shall be governed by the terms of the US Protective Orders. For the purposes of this Order, termination of these proceedings shall be deemed to occur on the later of (i) dismissal of all claims and defences, (ii) entry of a final judgment herein after the completion and exhaustion of all appeals, or (iii) settlement of the case.
42. In respect of other documents or information which maintain their designation as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material, each Receiving Party must return all Protected Material to the Producing Party or destroy such material within 60 days of the termination of these proceedings.
43. The Class Representative and her External Counsel, Experts, Professional Vendors and any other individuals who have obtained documents or information which contain Protected Material shall upon termination of the Coll Proceedings return all Protected Material to the Producing Party or destroy such material within 60 days of the termination of the Coll Proceedings. Termination of the Coll Proceedings shall be deemed to occur on the later of (i) dismissal of all claims and defences, (ii) entry of a final judgment herein after the completion and exhaustion of all appeals, or (iii) full and final settlement of the case.
44. For the avoidance of doubt, no Receiving Party is obligated to return or destroy Protected Material until 60 days following the termination of these proceedings,

notwithstanding final disposition (as defined in Section 4 of the SAPO) of the US Proceedings.

45. 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 these proceedings and each of the Parties shall continue to treat all Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material in accordance with this Order unless the Designating Party consents until the Party has confirmed to the Designating Party that all relevant Protected Material held by it or on its behalf has been destroyed.
46. For the avoidance of doubt, none of the obligations imposed by this Order shall prevent External Counsel from retaining and/or disclosing any information contained within any Protected Material which is required to be retained and/or 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 External Counsel.

GENERAL

47. 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.
48. This Order is made without prejudice to any right any Party or third-party otherwise would have:
 - (a) to object to disclosing or producing any information on any ground not addressed in this Order; or
 - (b) to object on any ground to use in evidence of any of the material covered by this Order.
49. Any Party may not file in the public record in these proceedings any Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material or otherwise rely on any Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material during any public hearings without:
 - (a) written permission from the Designating Party; or
 - (b) an order secured after appropriate notice to all interested persons.

50. The specific arrangements for and use of Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material at trial shall be the subject of determination at a subsequent CMC.
51. Any Party may seek to amend the list of persons set out at Part A to Annex A by providing written notice of at least 5 working days to all other Parties. If the other Parties provide their consent to the admission of a person during the notice period, that person shall immediately be admitted once they have signed an undertaking in accordance with Part B of Annex A to this Order. During the notice period -
 - (a) the Party seeking to amend the list may, in an urgent case, write to the Tribunal seeking its approval to the proposed amendment if consent from the other Parties has not been received within 24 hours of a request having been made;
 - (b) any other Party may write to the Tribunal and to the Party seeking the amendment to raise any reasoned objection thereto. If such objection is taken, the amendment sought shall not be made pending the Tribunal's determination on such objection.
52. Nothing in these provisions should be construed as prohibiting a Party from seeking additional protections.
53. The Parties shall provide the Tribunal and their respective External Counsel with all amendments, variations and replacements of, and written agreements in connection with, the US Protective Orders promptly after execution.
54. There shall be liberty to apply.

ANNEX A

[To insert latest version]

PART B: FORM OF UNDERTAKINGS
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1. I, _____ [print or type full name], of _____ [print or type full address], have read in its entirety and understand the Order that was issued by the Competition Appeal Tribunal on [date]. I agree to comply with and to be bound by all the terms of this Order and I understand that proceedings for contempt of court may be brought in respect of a failure to comply with the terms of this Order.
2. I will not disclose in any manner any information or item that is subject to this Order to any person or entity except in strict compliance with the provisions of this Order.
3. I will use the information or items that are subject to this Order only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (save for information or items originating from my client, subject to their consent).
4. I further agree to submit to the jurisdiction of the Competition Appeal Tribunal for the purpose of enforcing the terms of this Order, even if such enforcement proceedings occur after termination of these proceedings.
5. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my English agent for service of process in connection with this action or any proceedings related to enforcement of this Order.

Date: _____

Address: _____

Printed name: _____

Signature: _____

ANNEX B

[To insert]

SCHEDULE 2 - Coll Proceedings CRO (as amended)



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1408/7/7/21

BETWEEN:

ELIZABETH HELEN COLL

Class Representative

and

(1) ALPHABET INC.

(2) GOOGLE LLC

(3) GOOGLE IRELAND LIMITED

(4) GOOGLE COMMERCE LIMITED

(5) GOOGLE PAYMENT LIMITED

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

RE-AMENDED CONFIDENTIALITY RING ORDER

UPON considering correspondence from the Class Representative and the Defendants (the **Parties**) to the above-named collective proceedings (the **Proceedings**) regarding the appropriate form of order such that documents in these Proceedings containing confidential information be subject to confidentiality protections

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

AND UPON the Order of the Chair dated 13 April 2023 establishing a confidentiality ring in these proceedings (the **Confidentiality Ring Order**), further to the Reasoned Order of the Chair made and drawn on 4 April 2023 which specified in paragraph 1 that a confidentiality ring shall be established designating that documents containing confidential information would be subject to the terms contained in the Confidentiality Ring Order (the **Confidentiality Terms**)

AND UPON the Order of the Chair dated 14 July 2023 establishing an amended confidentiality ring in these proceedings (the **Amended Confidentiality Ring Order**), further to the Reasoned Order of the Chair made and drawn on 14 July 2023 amending the terms of the Confidentiality Ring Order

AND UPON the Reasoned Order of the Chair made and drawn on 22 April 2024 further amending the terms of the Amended Confidentiality Ring Order

IT IS ORDERED THAT:

- 1A This Order replaces the Confidentiality Ring Order dated 13 April 2023 and the Amended Confidentiality Ring Order dated 14 July 2023.
- 1B Each of the persons named in Annex A of the Schedule to this Order having given a written undertaking pursuant to the terms of the Confidentiality Ring Order dated 13 April 2023, or pursuant to the terms of the Amended Confidentiality Ring Order dated 14 July 2023, such undertakings shall continue to apply in respect of this re-amended Confidentiality Ring Order, and thereby being designated as Permitted Persons.

1. DEFINITIONS

1.1 For the purpose of these Confidentiality Terms:

1.1.1 **Confidential Information** means:

- (a) documents provided by a Party, including any part of those documents and any information contained within those documents, cumulatively which:
 - (i) the Disclosing Party or the Tribunal has designated as confidential in accordance with paragraph 2 below; and

- (ii) has not subsequently been re-designated not confidential, either by consent or by order of the Tribunal; and

(b) documents such as:

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

which contain, reproduce, or reflect the content of the documents/information provided under paragraph 1.1.1(a); but

(c) the following documents/information will not be Confidential Information:

- (i) redacted versions of the documents described at paragraph 1.1.1(b) if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under paragraph 1.1.1(a); and
- (ii) documents that use Confidential Information (for example, to provide an aggregation of Confidential Information) but which (a) do not reveal the content of Confidential Information and (b) do not enable the content of Confidential Information to be revealed.

1.1.2 **Disclosing Party** means the Party that disclosed a document or information in the Proceedings.

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

1.1.4 **Party** means the Class Representative or the Defendants.

1.1.5 **Permitted Persons** means:

- (a) those persons listed in Annex A (as amended from time to time pursuant to these Confidentiality Terms and/or by the Tribunal) that have provided a copy of their signed undertakings to all Party(ies) and the Tribunal in the form set out in Annex B;

- (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 1.1.5(a) for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex B;
- (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and
- (d) any external eDisclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide eDisclosure or similar services in support of those persons identified at paragraph 1.1.5(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2) working days in advance of the Confidential Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B.

1.1.6 **Class Representative** means Elizabeth Helen Coll.

1.1.7 **Defendants** means Alphabet Inc., Google LLC, Google Ireland Limited, Google Commerce Limited and Google Payment Limited.

1.1.8 **Tribunal** means the Competition Appeal Tribunal.

2. **CONFIDENTIAL INFORMATION**

- 2.1 Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held by them on the terms set out in Annex B of these Confidentiality Terms, subject to the following paragraphs of these Confidentiality Terms.
- 2.2 In accordance with paragraph 7.35 of the Guide Confidential Information is: (i) information the disclosure of which would be contrary to the public interest; (ii) 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 (iii) information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual's interests.
- 2.3 Confidential Information shall exclude information which is already published or generally available to the public or becomes published or generally available to the public, other than

through the act or omission of a receiving Party or a Permitted Person in breach of this Order, Rule 102 of the CAT Rules, or any other obligation owed to the other Party.

3. DESIGNATION OF CONFIDENTIAL INFORMATION

- 3.1 Any document containing Confidential Information shall be designated as such by the Party that introduces the document into the Proceedings. The following procedures shall apply:
 - 3.1.1 the Disclosing Party must notify the receiving Party in writing that it is disclosing a document containing Confidential Information;
 - 3.1.2 a designation of ‘not confidential’ means that the document does not contain Confidential 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);
 - 3.1.3 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;
 - 3.1.4 a Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the receiving Party; and
 - 3.1.5 the designation of any document as containing Confidential Information by a Party may be challenged in accordance with paragraph 4 of these Confidentiality Terms.
- 3.2 Each Party shall be responsible, in respect of any document to be introduced at any hearing in the Proceedings, for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:
 - 3.2.1 Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.
 - 3.2.2 The specific text in a document that is Confidential Information will be highlighted.
- 3.3 When a document described at paragraph 1.1.1(b)(iii) is received by a Party, the Parties will review that document for any Confidential Information, including within any document referenced therein. Should a Party wish to designate any information within the document, or within documents referenced therein, as Confidential Information, then that Party shall highlight that Confidential Information and provide a non-confidential copy of that document/information with the Confidential Information redacted, within 28 days. Nothing in this paragraph is intended to prevent the Parties subsequently seeking to make further designations and/ or vary designations if required.

4. CHALLENGE TO CONFIDENTIAL DESIGNATION

4.1 The designation of Confidential Information by a Party may be challenged in accordance with the terms below:

4.1.1 If a Party wishes to challenge the designation of Confidential Information, that Party shall write to the Disclosing Party specifying:

(a) the relevant document/information concerned;

(b) the designation the requesting Party considers to be appropriate; and

(c) why it is reasonable and necessary for the designation of the document/information to be altered.

4.1.2 In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld. Any response shall be given as soon as reasonably possible and in any event within seven (7) working days of receipt of the written request referred to in paragraph 4.1.1.

4.1.3 If the 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 parts of it) qualifies as Confidential Information. Prior written notice of that application must be given to the other Party. 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. For the avoidance of doubt, the initial confidentiality designation of the document(s) in question shall remain at their initial designation until the Tribunal makes its determination.

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

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

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

- 5.1.3 no such Permitted Person will, save as expressly provided for by the 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 would themselves be Confidential Information); and
 - 5.2.2 disclosing any Confidential Information to any other person who is a Permitted Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.
- 5.3 During any hearing in the Proceedings, each Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information.
- 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 Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;
 - 5.4.2 the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s); and
 - 5.4.3 the improperly disclosing Party shall use all reasonable endeavours to secure the agreement of the improper recipient(s) not to further disseminate the Confidential Information in any form.
- 5.5 Nothing in these Confidentiality Terms shall prevent or prohibit a receiving Party from disclosing Confidential Information to a person who is not a Permitted Person and/or referring to such documents or information in open Tribunal insofar as any such disclosure has been authorised in writing by the Disclosing Party, and/or taking any action which is required by applicable law or by a court of competent jurisdiction. In these circumstances, a receiving Party may produce such Confidential Information but shall take all reasonable measures to ensure the Confidential Information is treated in accordance with these Confidentiality Terms.

6. ADDITION OR REMOVAL OF PERMITTED PERSONS

- 6.1 A Party seeking to designate an additional person as a Permitted Person must:
- 6.1.1 seek permission in writing from the other Party(ies) for the additional person to be designated as a Permitted Person; and
 - 6.1.2 provide details of that person's name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.
- 6.2 Each Party, other than the requesting Party, shall confirm within three (3) clear working days of receipt of the written request referred to in paragraph 6.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.
- 6.3 If a Party does not consent under paragraph 6.2 to the person being designated a Permitted Person, then that Party must provide written reasons for why permission is refused within three (3) clear working days of receipt of the written request referred to in paragraph 6.1.
- 6.4 If express consent under paragraph 6.2 is given by the Party receiving the request, or no Party raises an objection in accordance with paragraph 6.3 above within three (3) clear working days of receipt of the written request, the additional person shall be required to sign the undertakings at Annex B and provide a copy of the signed undertakings to the Party(ies) and the Tribunal. They will then be designated as a Permitted Person.
- 6.5 If there are any disputes which cannot be resolved by the Parties, the Party seeking to include the additional person may apply to the Tribunal, provided written notice of such application is given to the other Party. The additional person will become a Permitted Person if the Tribunal so orders.
- 6.6 If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Party. The Party must also comply with paragraph 7 (subject to paragraphs 7.2 and 7.3) by requiring the person to be removed to immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. For the avoidance of doubt, a Party may only remove a Permitted Person from their own Party.
- 6.7 Annex A reflects the current list of individuals who are Permitted Persons and who have signed the Annex B Undertakings and provided a copy to all Party(ies) and the Tribunal in accordance with this paragraph.
- 6.8 The Party(ies) shall keep Annex A updated, and shall provide it to the Tribunal on its request. For the avoidance of doubt, there is no requirement to amend this Order when updating the Permitted Persons listed in Annex A.

7. COPIES OF CONFIDENTIAL INFORMATION

- 7.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.
- 7.2 Subject to the exceptions in paragraph 7.3 below, each Party and Permitted Person must destroy copies of all documents containing Confidential Information provided pursuant to these Confidentiality Terms (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings, or when that Party or Permitted Person ceases to be involved in the Proceedings. At such time, that Party shall notify its Permitted Persons that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. Each Party shall notify the other Party within a reasonable time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).
- 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 and/or information will be promptly deleted in the event of the restoration of such copies;
- 7.3.3 paragraph 7.2 does not apply to 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, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents; and
- 7.3.4 paragraph 7.2 does not apply to a Party in respect of the Confidential Information it provided.

8. DEFENDANTS' TRANSACTIONAL DATA

- 8.1 Should the Defendants disclose transactional data, which is data retrieved from a database reflecting transactions made through the Play Store and other data linked to that transaction data ("the Data"), the following additional conditions will apply.
- 8.1.1 prior to the disclosure of the Data, the Defendants will inform the Class Representative that the Data to be disclosed is subject to the conditions of this

paragraph 8 and the Class Representative will confirm her agreement that this paragraph applies;

- 8.1.2 the Data will only be downloaded to, and stored by a Receiving Party, in a secure location and manner that ensures that access is limited only to the Permitted Persons authorised under this Order;
- 8.1.3 the Data will be in the custody of and accessible (only with password and/or biometric authentication) to only the specific consultants who will be performing data analysis in this case and have given a signed undertaking in the terms of Annex B of the Schedule to this Order; and
- 8.1.4 within 30 days of the final disposition of the Proceedings, the Class Representative will ensure that any person or organisation provided with the Data has destroyed the Data and any copies of the Data, and will notify the Defendants within a reasonable time that the Data has been destroyed.

9. NOTICES

- 9.1 Any notice, consent or objection to be given under or in connection with these Confidentiality Terms (each 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 the Class Representative shall be marked for the attention of Hausfeld & Co LLP and sent to:

Email address: lhannah@hausfeld.com
wjazrawi@hausfeld.com
sedwards@hausfeld.com
kgwilliam@hausfeld.com
epoland@hausfeld.com

Reference: L0357.0003

- 9.3.2 Notices for the Defendants shall be marked for the attention of Reynolds Porter Chamberlain LLP and sent to:

Email addresses: david.cran@rpc.co.uk
sarah.mountain@rpc.co.uk
leonia.chesterfield@rpc.co.uk
thomas.mccall@rpc.co.uk

10. GENERAL PROVISIONS

- 10.1 The Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 10.2 In respect of Confidential Information, 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 other Party consents or until they have confirmed to the other Party that all Confidential Information held by it or on its behalf has been destroyed.
- 10.3 In the event of any anticipated or actual breach of these Confidentiality Terms, any 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 the Annexes to these Terms shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the CAT Rules, and any applicable professional obligations.
- 10.6 There shall be liberty to apply, if appropriate.
- 10.7 Costs in the case.

ANNEX A

[To insert latest version]

ANNEX B

In respect of any Confidential Information disclosed pursuant to this Order, each Permitted Person undertakes that they will comply with the following requirements to the extent applicable.

The defined terms in this Order are used in this Annex. I, [insert name], of [firm, company, or establishment] being [legal or other qualification] and regulated so far as my professional conduct is concerned [by regulatory body, if any] undertake to 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 these undertakings.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings. 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 1.1.1 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 Permitted Persons or authorise, enable or assist any person to do so.
4. Upon ceasing to be a Permitted Person, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 6.6 and 7.2-7.3 of the 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 Permitted Persons, 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 Permitted Person at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Confidential Information shall be limited to that reasonably required for the use of the Permitted Persons for

the purposes of the Proceedings only and shall be held in accordance with these undertakings.
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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:

Bridget Lucas KC
Chair of the Competition Appeal Tribunal

Made: 15 May 2024
Drawn: 15 May 2024