



IN THE COMPETITION
APPEAL TRIBUNAL

BETWEEN:

Case No: 1589/5/7/23 (T)

INFEDERATION LIMITED
(“Foundem”)

Claimant

- v -

(1) GOOGLE UK LIMITED
(2) GOOGLE IRELAND LIMITED
(3) GOOGLE LLC

Defendants

BETWEEN:

Case No: 1424/5/7/21 (T)

(1) KELKOO.COM (UK) LIMITED
(2) KELKOO SAS
(3) JAMPLANT LIMITED
(4) KELKOO INTERNET S.L.
(5) KELKOO AS
(6) KELKOO SRL
(7) KELKOO NETHERLANDS BV
(8) KELKOO AB
(9) KELKOO DEUTSCHLAND GmbH
(10) KELKOO DANMARK A/S
(11) JOLT LIMITED
(together “Kelkoo”)

Claimants

- v -

(1) GOOGLE UK LIMITED
(2) GOOGLE IRELAND LIMITED
(3) GOOGLE LLC

Defendants

BETWEEN:

Case No: 1596/5/7/23

**WHITEWATER CAPITAL LIMITED
("Ciao")**

Claimant

- v -

**(1) GOOGLE LLC
(2) ALPHABET INC**

Defendants

BETWEEN:

Case No: 1636/5/7/24 (T)

**(1) CONNEXITY UK LIMITED
(2) CONNEXITY EUROPE GMBH
(3) CONNEXITY, INC.
(4) PRICEGRABBER.COM LIMITED
(together "Connexity")**

Claimants

- v -

**(1) GOOGLE UK LIMITED
(2) GOOGLE IRELAND LIMITED
(3) GOOGLE LLC
(4) ALPHABET INC**

Defendants

(the Defendants to all the above proceedings are collectively referred to as "Google")

CONFIDENTIALITY ORDER

UPON the terms of the Previous Confidentiality Orders in the Foundem Proceedings (as defined below) and the Previous Confidentiality Order in the Kelkoo Proceedings (as defined below) establishing confidentiality rings in those cases

AND UPON the Order of Mr Justice Roth dated 16 May 2023 providing for the admission of Foundem's directors to the Legal Eyes Confidentiality Club in the Foundem Proceedings (as established in the Order of Mr Justice Roth dated 26 September 2013 in the Foundem Proceedings) including directions on the terms of their access to relevant information, including restrictions on their access to certain information (the "**Foundem Legal Eyes Admission Order**")

AND HAVING REGARD TO the Order of Mr Justice Roth and Mr Justin Turner KC made at a Case Management Conference on 26 March 2024 that the Google Shopping Proceedings (as defined below) shall be jointly case managed

AND UPON the terms of this Order as set out below having been agreed between the Parties

AND UPON each of the persons named in Part A of the Schedule to this Order giving a written undertaking where it is necessary for them to do so in the terms of Part C of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

IT IS ORDERED BY CONSENT THAT:

1. For the purposes of this Order:

- (a) **“Common Disclosure”** means any document disclosed by Google or any of the Claimants to any other party in the Google Shopping Proceedings (as defined below), unless the document is excluded from Common Disclosure in accordance with paragraph 13 below.
- (b) **“Confidential Information”** means all documents or information disclosed or provided by the Claimants or the Defendants in the Google Shopping Proceedings designated by the disclosing Party as ‘Confidential’ (subject to any subsequent agreement or determination by the Court or Tribunal to the contrary, in accordance with paragraph 10 below or otherwise).
- (c) **“Confidentiality Club Members”** are:
 - (i) the key individuals of the respective Claimants who are listed in Part A of the Schedule of this Order (**“Part A”**);
 - (ii) the employees of the Defendants who are listed in Part A;
 - (iii) the Legal Eyes Only Confidentiality Club Members (see paragraph 1(d) below);
 - (iv) those persons authorised as such by consent of all the Parties to these proceedings in accordance with paragraph 8(a);

- (v) those persons authorised as such by the Tribunal upon further application in accordance with paragraph 8(b). It shall be a matter for the Tribunal to determine the applicable procedures for dealing with an application pursuant to this paragraph. Without prejudice to this, the Tribunal shall consider the need to notify any third party who may be interested in the protection of any Confidential Information or the objection to its treatment as Confidential Information;
 - (vi) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals, but including counsels' clerks) under the supervision of those persons identified in sub-paragraphs (i)-(v) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of this Order including Parts B and C of the Schedule to this Order; and
 - (vii) any external eDisclosure or litigation support provider engaged by any of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in sub-paragraphs (i)-(v) above, who may have access to Confidential Information as a necessary consequence of the provision of their services and whose identity is notified to the other Parties in writing at least two working days in advance, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of this Order including Parts B and C of the Schedule to this Order.
- (d) **“Legal Eyes Only Confidentiality Club Members”** are:
- (i) those persons who are legal advisors who hold a relevant legal qualification and whose professional conduct is regulated by a recognised national legal authority and/or bar and who are listed in Part A;

- (ii) those persons who are other external advisers who are listed in Part A;
- (iii) Shivaun Edwina Raff and Matthew Adam Raff, authorised as members of the Legal Eyes Confidentiality Club (as established in the Order of Mr Justice Roth dated 26 September 2013 in the Foundem Proceedings), with restrictions, by the Foundem Legal Eyes Admission Order;
- (iv) those persons authorised as such by consent of all the Parties to these proceedings in accordance with paragraph 8(a);
- (v) those persons authorised as such by the Court or Tribunal upon further application in accordance with paragraph 8(b). It shall be a matter for the Court or Tribunal to determine the applicable procedures for dealing with an application pursuant to this paragraph. Without prejudice to this, the Court or Tribunal shall consider the need to notify any third party who may be interested in the protection of any Confidential Information or Legal Eyes Only Confidential Information or the objection to its treatment as Confidential Information or Legal Eyes Only Confidential Information;
- (vi) necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals, but including counsels' clerks) under the supervision of those persons identified in sub-paragraphs (i)-(iv) above, provided that such personnel have been informed of the confidential nature of the Legal Eyes Only Confidential Information and the terms of this Order including Parts B and C of the Schedule to this Order; and
- (vii) any external eDisclosure or litigation support provider engaged by any of the parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in sub-paragraphs (i)-(iv) above, who may have access to Legal Eyes Only Confidential Information as a necessary consequence of the provision of

their services and whose identity is notified to the other Parties in writing at least 2 working days in advance, provided that such provider has been informed of the confidential nature of the Legal Eyes Only Confidential Information and the terms of this Order including Parts B and C of the Schedule to this Order.

- (e) **“Legal Eyes Only Confidential Information”** means all documents or information disclosed or provided by the Claimants or the Defendants in the Google Shopping Proceedings designated by the disclosing Party in these proceedings as ‘Legal Eyes Confidential’ (as defined in the Order of Mr Justice Roth of 26 September 2013 in the Foundem Proceedings), ‘External Legal Eyes Only’ (as per the Foundem Legal Eyes Admission Order) or ‘External Adviser Only Confidential’ (as defined in the Previous Confidentiality Order in the Kelkoo Proceedings) (subject to any subsequent agreement or determination by the Tribunal to the contrary, in accordance with paragraph 10 below or otherwise).
- (f) **“Google Shopping Proceedings”** means the claims under CAT Case No. 1589/5/7/23 (the **“Foundem Proceedings”**), CAT Case No. 1424/5/7/23 (T) (the **“Kelkoo Proceedings”**), CAT Case No. 1596/5/7/23 (the **“Ciao Proceedings”**), and CAT Case No. 1636/5/7/24 (T) (the **“Connexity Proceedings”**).
- (g) **“Party”** or **“Parties”** means a party to any of the Google Shopping Proceedings.
- (h) **“Previous Confidentiality Orders in the Foundem Proceedings”** means the Order of Mr Justice Roth dated 26 July 2013 that a confidentiality ring in these proceedings be established; the Order of Mr Justice Roth dated 26 September 2013 establishing the form of the confidentiality ring in the Foundem proceedings; the Order of Master Bragge dated 24 September 2014, the Order of Mr Justice Roth dated 2 February 2015, the Order of Mr Justice Roth dated 30 July 2015, the Order of Mr Justice Roth dated 10 December 2015, the Order of Mr Justice Roth dated 4 February 2019, and the Order of Mr Justice Roth dated 10 May 2022, and the Order of Mr Justice Roth dated 16 May 2023, each

varying the scope of the Foundem Proceedings confidentiality ring; the Order of Mr Justice Roth dated 26 July 2013, the Order of Mr Justice Roth dated 15 October 2014, the Order of Mr Justice Roth dated 2 February 2015, the Order of Mr Justice Roth dated 10 May 2022 and the Order of Mr Justice Roth dated 16 May 2023, ordering the disclosure of documents and the extension of confidentiality obligations to such documents and providing directions governing the treatment of such documents referred to in hearings in the Foundem Proceedings; and the Order of Mr Justice Roth dated 20 November 2019 providing directions governing the treatment of documents referred to at a hearing in the proceedings on 13 November 2019.

(i) “**Previous Confidentiality Order in the Kelkoo Proceedings**” means the order of HHJ Johns KC dated 8 July 2021 establishing a confidentiality ring in the Kelkoo Proceedings.

(j) “**these proceedings**” means any of the Google Shopping Proceedings.

2. This Order restates and extends the Previous Confidentiality Orders in the Foundem Proceedings and the Previous Confidentiality Order in the Kelkoo Proceedings and establishes one confidentiality ring between all the Parties to the Google Shopping Proceedings.
3. Individuals from the Defendants and the Defendants’ legal representatives who are Confidentiality Club Members and Legal Eyes Only Confidentiality Club Members as set out in Part A of the Schedule to this Order may be provided with access to, copies of, and be permitted to inspect any Confidential Information or Legal Eyes Only Confidential Information in documents disclosed in the Google Shopping Proceedings (subject to and in accordance with the terms of this Order), irrespective of whether such documents Common Disclosure.
4. Following receipt by the Claimants’ or Defendants’ solicitors, as the case may be, of signed undertakings in the form set out at Part C of the Schedule to this Order (“**Part C**”) for any Confidentiality Club Member who does not hold a relevant legal qualification and whose professional conduct is not regulated by a recognised national

legal authority and/or bar or does not fall within the definitions set out at paragraphs 1(c)(vi)-(vii) and 1(d)(vi)-(vii) above, the Confidentiality Club Members may be provided with access to and/or copies of and be permitted to inspect any Confidential Information in the documents disclosed to them. The Confidential Information must only be used in accordance with the terms set out at Part B of the Schedule of this Order (“**Part B**”). When any individuals give undertakings in the form set out at Part C, those undertakings supersede any previous undertakings given by the same individuals pursuant to the Previous Confidentiality Orders in the Foundem Proceedings and the Previous Confidentiality Order in the Kelkoo Proceedings.

5. Only the Legal Eyes Only Confidentiality Club Members shall be provided with access to, copies of, and be permitted to inspect any Legal Eyes Only Confidential Information. Legal Eyes Only Confidentiality Club Members shall only use the Legal Eyes Only Confidential Information in accordance with the terms set out at Part B, provided that those persons authorised as Legal Eyes Only Confidentiality Club Members under paragraph 1(d)(iii) shall only be provided with access to, copies of, and be permitted to inspect the Legal Eyes Only Confidential Information subject to and on the terms set out in the Foundem Legal Eyes Admission Order.
6. Any Confidentiality Club Member or Legal Eyes Only Confidentiality Club Member may discuss and share Confidential Information or Legal Eyes Only Confidential Information with individuals having equivalent confidentiality status in the Google Shopping Proceedings, provided the Confidential Information or Legal Eyes Only Confidential Information in question is Common Disclosure and provided that any such discussion or sharing with persons authorised as Legal Eyes Only Confidentiality Club Members under paragraph 1(d)(iii) is subject to and on the terms set out in the Foundem Legal Eyes Admission Order.
7. For the avoidance of doubt, and for the purposes of the Google Shopping Proceedings only, the Parties may also discuss with each other documents or information that is Common Disclosure and is designated as not confidential, and CAT Rule 102 is disapplied to the extent necessary for the purposes of this paragraph.

8. If any Party wishes to add any additional person as a Confidentiality Club Member or a Legal Eyes Only Confidentiality Club Member for the purposes of this Order, it shall notify all Parties of the identity of that person and either:
 - (a) obtain written consent (such consent not to be unreasonably withheld or delayed) from all Parties to the addition of that person as a Confidentiality Club Member or Legal Eyes Only Confidentiality Club Member (as applicable) who will then (save where that additional person is a legal advisor who holds a relevant legal qualification and whose professional conduct is regulated by a recognised national legal authority and/or bar) be required to give a written undertaking to the Tribunal in the terms of Part C. If a written response to a Party's notification pursuant to this paragraph 8 is not received within 5 working days of receipt of such a notification, then that person will be deemed to have been admitted to the Confidentiality Club or the Legal Eyes Only Confidentiality Club (as applicable); or
 - (b) apply to the Tribunal in the event that any Party does not consent to any additional person as a Confidentiality Club Member or Legal Eyes Only Confidentiality Club Member (as applicable). If the additional person receives authorisation from the Tribunal, he or she (save where that additional person is a legal advisor who holds a relevant legal qualification and whose professional conduct is regulated by a recognised national legal authority and/or bar) will be required to give a written undertaking to the Tribunal in the terms of Part C.

Once the additional person has been authorised as a Confidentiality Club Member or a Legal Eyes Only Confidentiality Club Member in accordance with this paragraph 8, the name of that Confidentiality Club Member or Legal Eyes Only Confidentiality Club Member shall be added under the relevant heading of Part A, and an amended Schedule shall be circulated between all the parties to the Google Shopping Proceedings by the Party adding that person within three working days of receipt of the written consent or Order.

9. Save as aforesaid, pursuant to CPR 31.22 and/or Rule 102 of the Competition Appeal Tribunal Rules of Procedure and notwithstanding that they may have been read to or by

the Court or the Tribunal or referred to in open court, documents or information in the Google Shopping Proceedings which have been designated as Confidential or Legal Eyes Only Confidential by the parties, shall remain Confidential or Legal Eyes Only Confidential as if they had not been read or referred to in open court and shall only be used for the purpose of these proceedings.

10. A Party receiving documents / information in these proceedings may request that the disclosing Party amend the designation of a document / information that it has provided (including amendment to a designation of not confidential) as follows:
 - (a) The requesting Party shall provide a written request to the disclosing Party specifying the following:
 - (i) the relevant document / information concerned;
 - (ii) the designation the requesting Party believes is appropriate; and
 - (iii) why it is considered to be reasonable and necessary for the designation of the document / information to be amended.
 - (b) A disclosing Party may consent in writing to amend the designation of any document(s) / information; and
 - (c) Should the consent referred to in sub-paragraph (b) not be obtained from the disclosing Party, the requesting Party may apply to the Tribunal for an order that the relevant document(s) / information may be designated as either: (i) Legal Eyes Only Confidential Information; (ii) Confidential Information; or (iii) not confidential (as the requesting Party deems appropriate) provided that prior written notice is given of that application to the other Party.
11. A Party who receives a document that is designated as containing Legal Eyes Only Confidential Information may request that the disclosing Party prepare a version of the document in question from which only the Legal Eyes Only Confidential Information has been redacted (a “**Confidential Information Only version**”) such that the document can be disclosed to Confidentiality Club Members. The disclosing Party shall

not unreasonably refuse such a request. Such a Confidential Information Only version shall be shared with the receiving Party within a reasonable period following the request and the confidential version of the document in question being disclosed.

12. Where a Party receiving documents / information in these proceedings that have been redacted in accordance with paragraph 11 above wishes to challenge the extent of redactions in the Confidential Information Only version, the procedure in paragraph 10 above shall be applied.
13. A Party may exclude a document / information from Common Disclosure by specifying, in Part D of the Schedule to this Order (“**Part D**”), which documents (or categories of documents) are to be excluded from the Common Disclosure and which Parties they are to be made available to (a Party who excludes documents from Common Disclosure in this way is a “**Specifying Party**” and the documents so excluded are the “**Excluded Documents**”). In respect of any documents disclosed in the Google Shopping Proceedings up to the date of this Order, the Parties shall circulate an amended version of Part D to the other Parties specifying any Excluded Documents within eight weeks from the date of this Order. In respect of any documents disclosed in the Google Shopping Proceedings after the date of this Order, a Specifying Party shall circulate an amended version of Part D to the other Parties within five working days of disclosing the Excluded Documents.
14. Where a Specifying Party excludes a document / information from Common Disclosure in accordance with paragraph 13 above, another Party may challenge this exclusion as follows:
 - (a) The challenging Party shall provide a written request to the Specifying Party excluding the document in question specifying the following:
 - (i) the Excluded Document(s) concerned; and
 - (ii) why it is considered to be reasonable and necessary for the Excluded Document(s) in question to be deemed Common Disclosure.

- (b) The Specifying Party may consent in writing to withdraw its exclusion of any Excluded Document(s) from the Common Disclosure and, if so, shall issue an updated Part D to the other Parties removing the document(s) from the Schedule and, if they have not already received it, provide the challenging party with a copy of the Excluded Document(s); and
- (c) Should the consent referred to in sub-paragraph (b) not be obtained from the Specifying Party within a reasonable time period, the challenging Party may apply to the Tribunal for an order that the relevant Excluded Documents be designated as Common Disclosure.
- (d) For the avoidance of doubt, any challenge to the status of document(s) / information as Excluded Documents in accordance with this paragraph 14, irrespective of the outcome, shall have no effect on that document (s) / information's designation as Confidential Information or Legal Eyes Only Confidential Information in accordance with this Order.

15. Costs in the case.

16. There be liberty to apply.

The Honourable Mr Justice Roth
Chair of the Competition Appeal Tribunal

Made: 15 May 2024
Drawn: 15 May 2024

SCHEDULE
PART A1: CONFIDENTIALITY CLUB MEMBERS

The Kelkoo Proceedings and the Ciao Proceedings

The Kelkoo and WWC Claimants

Key individuals:

Richard Stables – Chief Executive Officer, Kelkoo

Gerrit Frerk – Senior Legal Counsel, Kelkoo

Nicolas Leroy – Product Director, Kelkoo

Coryn Tulloch – Head of Insight, Kelkoo

Andrew Salmon – Head of Operations, Kelkoo

Vip Amin – Head of Finance, Kelkoo

George Milford Haven – Head of Strategy, Kelkoo

The Connexity Proceedings

Key individuals of the Claimants:

William Glass – Chief Executive Officer, Connexity

Bob Michaelian – President, Connexity

Michael Nguyen – Senior Vice President, Product, Connexity

The Defendants (covering all proceedings)

Laura-Lucia Richter, Principal Economist, Google

Fabien Curto Millet, Director of Economics, Google

PART A2: LEGAL EYES ONLY CONFIDENTIALITY CLUB MEMBERS

The Foundem Proceedings

The Foundem Claimant

Key individuals of the Foundem Claimant:

Shivaun Raff, Executive Director

Adam Raff, Executive Director

Counsel:

Paul Harris KC, Monckton Chambers

Anneli Howard KC, Monckton Chambers

Gerard Rothschild, Brick Court Chambers

Fiona Banks, Monckton Chambers

Daniel Carall-Green, Fountain Court Chambers

Khatija Hafesji, Monckton Chambers

Hannah Bernstein, Fountain Court Chambers

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Jared Cowie, Senior Associate, Hausfeld & Co LLP

Stella Gartagani, Senior Associate, Hausfeld & Co LLP

Kio Gwilliam, Senior Associate, Hausfeld & Co LLP

Alexander Cooper, Associate, Hausfeld & Co LLP

Ellen Gracy, Associate, Hausfeld & Co LLP

Dexter Stevens, Associate, Hausfeld & Co LLP

Ilia Sigarev, Paralegal, Hausfeld & Co LLP

Expert economists / forensic accountants:

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Cecilia Nardini, Vice President, Compass Lexecon

Tiffany Eu, Senior Economist, Compass Lexecon

Cindy Nah, Senior Economist, Compass Lexecon
Josep Peya, Economist, Compass Lexecon
Bhargav Bharadwaj, Economist, Compass Lexecon
Nathan Viles, Economist, Compass Lexecon
Christopher Gibson, Economist, Compass Lexecon
Sunny Roshan Ramamurthy, Analyst, Compass Lexecon
Philipp Klöckner

The Kelkoo Proceedings and the Ciao Proceedings

The Kelkoo and WWC Claimants

Internal legal advisors:

Stephen Thomas – General Counsel, Kelkoo
James Rickwood-Dodsworth – Litigation Counsel, Kelkoo
Joseph Hussain – Litigation Paralegal, Kelkoo
Jay Mutturaja – Litigation Paralegal, Kelkoo

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James Hennah, Linklaters LLP
Tom Kent, Linklaters LLP
Siobhan Magee, Linklaters LLP
Thomas Caldwell, Linklaters LLP
Maria Papadopoulos, Linklaters LLP
Lisa Mearns, Linklaters LLP
Rose Lynch, Linklaters LLP

Thomas Piela-Lee, Linklaters LLP
Patrick Griffith, Linklaters LLP
Jennifer Bright, Linklaters LLP
Oorvi Mehta, Linklaters LLP
Heloisa Bettioli, Linklaters LLP
Efemena Iluezi-Ogbaudu, Linklaters LLP
Rebecca Samuels, Linklaters LLP
Malik Barenco Abbas, Linklaters LLP
James Morris, Linklaters LLP
Antonella Cerasa, Linklaters LLP
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Other external advisers:

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Mikaël Hervé, Charles River Associates
Romain Bizet, Charles River Associates
Chara Tzanetaki, Charles River Associates
Filippo Raschia, Charles River Associates
Ian Lurie, Ian Lurie LLC

The Connexity Proceedings

The Connexity Claimants

Connexity Claimants - legal advisors:

Blythe Holden - Executive Vice President and Chief Legal Officer, Connexity
Claudia Evans, Director, Legal, Taboola
Matthew Epstein, Legal Counsel, Taboola
Josh Brown, Corporate Attorney, Connexity

Counsel:

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Nastia Copin, The Brattle Group

Marta Liberatore, The Brattle Group

Bianca Daltri, The Brattle Group

The Defendants (covering all proceedings)**The Defendants - legal advisors:**

Paul Colpitts, Senior Legal Counsel, Google

Sarah West, Legal Counsel, Google

Kate Shires, Competition Counsel, Google

Stephanie Milani, Senior Legal Specialist, Google

India Fahy, Legal Counsel, Google

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Oliver Bethell, Director, EMEA Competition, Google

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Andrew North, Herbert Smith Freehills LLP
Joe Williams, Herbert Smith Freehills LLP
Daniel Masterton, Herbert Smith Freehills LLP
David Shepherd, Herbert Smith Freehills LLP
Benjamin Lyon, Herbert Smith Freehills LLP
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Antonia Brindle, Herbert Smith Freehills LLP
Daniel Clarke, Herbert Smith Freehills LLP

Expert economists / forensic accountants:

Robin Noble, Partner, Oxera Consulting LLP

Dr Avantika Chowdhury, Partner, Oxera Consulting LLP
James May, Principal, Oxera Consulting LLP
Yuhao Zhou, Senior Consultant, Oxera Consulting LLP
Andreea Antuca, Senior Consultant, Oxera Consulting LLP
Johanna Posch, Senior Consultant, Oxera Consulting LLP
Lirio Barros Samith, Consultant, Oxera Consulting LLP
Sophie Kuemmel, Analyst, Oxera Consulting LLP
Moustapha Ajram, Analyst, Oxera Consulting LLP
Asal Mohebbian, Analyst, Oxera Consulting LLP
Emilie Bechtold, Analyst, Oxera Consulting LLP
Eduard Cruset Pla, Analyst, Oxera Consulting LLP
Stephen Lewis, Partner, RBB Economics LLP
Yi Ling Ng, Principal, RBB Economics LLP

PART B: TERMS OF USE OF CONFIDENTIAL INFORMATION AND LEGAL EYES ONLY CONFIDENTIAL INFORMATION (TOGETHER THE “RELEVANT CONFIDENTIAL INFORMATION”)

In respect of the Relevant Confidential Information disclosed to either a Confidentiality Club Member or a Legal Eyes Only Confidentiality Club Member (together the “**Club Member**”) pursuant to this Order, each Club Member will comply with the following terms of use (“**Terms**”):

1. The Club Member will not disclose Relevant Confidential Information to any person who is not a Club Member of the same Confidentiality Club in these Proceedings or an equivalent Confidentiality Club¹ in the Google Shopping Proceedings (as defined in this Order) without the permission of the Tribunal.
2. Save as permitted in relation to the Common Disclosure in paragraph 6 of this Order the Club Member will use the Relevant Confidential Information only for the purpose of these proceedings (and for no other proceedings or use). These Terms shall apply equally to any documents or information which incorporates the Relevant Confidential Information (or part thereof) or any information contained therein.
3. Save as permitted in relation to the Common Disclosure in paragraph 6 of this Order the documents containing the Relevant Confidential Information will remain in the custody of a Club Member of the same Confidentiality Club at all times, and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
4. The production of further copies by any Club Member of any documents containing the Relevant Confidential Information shall be limited to that reasonably required for the use of Club Members for the purposes of these proceedings or an equivalent Confidentiality Club in the Google Shopping Proceedings.
5. Any copies of the documents containing the Relevant Confidential Information in paper or electronic form will be returned to the external lawyers of the party to whom the Relevant Confidential Information belongs or else be destroyed or deleted, within 14 days of a written request from the other party following the conclusion of the present proceedings (including any appeals). In the latter case, the destroying party shall, upon request, provide a witness statement verified with a statement of truth detailing the steps taken to destroy or delete the information in question.
6. For the avoidance of doubt, the Terms set out at paragraph 1-4 above shall continue, notwithstanding the return or destruction of the Relevant Confidential Information.

¹ An equivalent Confidentiality Club means a ‘Legal Eyes Only Confidentiality Club Member’ or a ‘Confidentiality Club Member’ (as applicable), as defined in the relevant confidentiality ring orders made in the Google Shopping Proceedings, subject to the restrictions on access to Legal Eyes Confidential Information in the Foundem Proceedings set out in the Foundem Legal Eyes Admission Order.

7. These Terms will not apply to the extent that documents are in the public domain at the date of this Confidentiality Order (unless such documents are only in the public domain as the result of a breach of a binding and enforceable restriction on publication) or come into the public domain other than by a breach of this Confidentiality Order (or other binding and enforceable restriction on publication).
8. Nothing in these Terms shall prevent or prohibit a Relevant Confidentiality Club Member from taking any action in relation to the documents containing the Relevant Confidential Information which has been authorised in writing by the originator of that Relevant Confidential Information.
9. Nothing in these Terms shall prevent or prohibit the originator of Relevant Confidential Information from taking any action in relation to a document which contains the originator's Relevant Confidential Information, which it would otherwise be entitled to take in relation to that document.
10. These Terms shall continue until and unless terminated by the Tribunal.

PART C: FORM OF UNDERTAKING

I, [*name*], as a Club Member, undertake to the Tribunal to comply with the Confidentiality Order, dated [*insert date*], and annexed to this undertaking, as follows:

1. I will not disclose the Relevant Confidential Information to any person who is not a Club Member of the same Confidentiality Club in these Proceedings or an equivalent Confidentiality Club² in the Google Shopping Proceedings (as defined in the Order) without the permission of the Tribunal.
2. Save as permitted in relation to the Common Disclosure in paragraph 6 of the Order, I will use the Relevant Confidential Information only for the purpose of these proceedings (and for no other proceedings or use). My obligations in these undertakings shall apply equally to any documents or information which incorporate the Relevant Confidential Information (or part thereof) or any information contained therein.
3. I will treat any record or notes made by me in relation to the Relevant Confidential Information as subject to the obligations contained herein.
4. Save as permitted in relation to the Common Disclosure in paragraph 6 of the Order, the documents containing the Relevant Confidential Information will remain in my custody or the custody of a Club Member of the same Confidentiality Club at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
5. The production of further copies by me of the documents containing the Relevant Confidential Information shall be limited to that reasonably required for the use of Club Members for the purposes of these proceedings or an equivalent Confidentiality Club in the Google Shopping Proceedings.
6. Any copies of the documents containing the Relevant Confidential Information in paper or electronic form will be returned to the external lawyers of the party to whom the Relevant Confidential Information belongs or else be destroyed or deleted, within 14 days of a written request from the other party or at the conclusion of the present proceedings (including any appeals). In the latter case, the destroying party shall upon request provide a witness statement verified with a statement of truth detailing the steps taken to destroy or delete the information in question.
7. For the avoidance of doubt, my obligations set out at paragraph 1-5 above shall continue, notwithstanding the return or destruction of the Relevant Confidential Information.

² An equivalent Confidentiality Club means a ‘Legal Eyes Only Confidentiality Club Member’ or a ‘Confidentiality Club Member’ (as applicable), as defined in the relevant confidentiality ring orders made in the Google Shopping Proceedings, subject to the restrictions on access to Legal Eyes Confidential Information in the Foundem Proceedings set out in the Foundem Legal Eyes Admission Order.

8. This undertaking will not apply to the extent that documents are already in the public domain at the date of this Confidentiality Order (unless such documents are only in the public domain as the result of a breach of a binding and enforceable restriction on publication) or come into the public domain other than by a breach of this Confidentiality Order and/or undertaking (or other binding and enforceable restriction on publication).
9. Nothing in this undertaking shall prevent or prohibit me from taking any action in relation to the documents containing the Relevant Confidential Information which has been authorised in writing by the originator of that Relevant Confidential Information.
10. Nothing in this undertaking shall prevent or prohibit the originator of Relevant Confidential Information from taking any action in relation to a document which contains the originator's Relevant Confidential Information, which it would otherwise be entitled to take in relation to that document.
11. The obligations set out in this undertaking shall continue until and unless terminated by the Tribunal.

Signed: _____

Date: _____

Name: _____

PART D: DOCUMENTS DISCLOSED IN THE GOOGLE SHOPPING PROCEEDINGS BUT EXCLUDED FROM THE DEFINITION OF “COMMON DISCLOSURE”

[A description of each of the categories of documents excluded from Common Disclosure, including the date range, the volume of documents and the Document IDs in respect of each individual category of documents to be excluded.]