



IN THE COMPETITION APPEAL TRIBUNAL

Case No: 1527/7/7/22

BETWEEN:

ALEX NEILL CLASS REPRESENTATIVE LIMITED

Class Representative

- v -

- (1) **SONY INTERACTIVE ENTERTAINMENT EUROPE LIMITED**
- (2) **SONY INTERACTIVE ENTERTAINMENT NETWORK EUROPE LIMITED**

Defendants

AMENDED CONFIDENTIALITY RING ORDER

UPON the Class Representative and the Defendants (together, the “**Parties**”) in the above-named proceedings (the “**Proceedings**”) having previously agreed a confidentiality ring order to establish an inner confidentiality ring and outer confidentiality ring (the “**Inner Confidentiality Ring**” and “**Outer Confidentiality Ring**”, respectively) for the disclosure of the Parties’ documents to named individuals in these Proceedings

AND UPON the Tribunal having made an order in those terms on 5 January 2023 (the “**Original Confidentiality Ring Order**”)

AN UPON the Tribunal having made an order to remove Sony Interactive Entertainment UK Limited as a proposed defendant to the Proceedings on 10 January 2023

AND UPON the Parties having agreed to amend the terms of the Original Confidentiality Ring Order to establish an additional confidentiality ring providing an enhanced degree of protection

for particularly commercially sensitive information, referred to below as the Enhanced Confidentiality Ring

AND UPON any confidentiality designations being without prejudice to (i) any disputes as to whether confidential treatment should be accorded which may need to be determined by the Tribunal (as defined below); and (ii) the Parties' rights to make further requests for confidential treatment

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

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

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

For the purpose of this Order:

- 1.1 **“Challenging Party”** has the meaning given at paragraph 5.1(a) below.
- 1.2 **“Class Representative”** means Alex Neill Class Representative Limited.
- 1.3 **“Confidential Information”** means Enhanced Confidentiality Ring Information, Inner Confidentiality Ring Information or Outer Confidentiality Ring Information.
- 1.4 **“Defendants”** means Sony Interactive Entertainment Europe Limited and Sony Interactive Entertainment Network Europe Limited
- 1.5 **“Disclosing Party”** means, in relation to any document, the Party that disclosed that document.
- 1.6 **“Document”** has the same meaning as defined in Civil Procedure Rule 31.4, being anything in which information of any description is recorded.
- 1.7 **“Enhanced Confidentiality Ring Information”** means information that has been designated as Enhanced Confidentiality Ring Information:
 - (a) by a Party in accordance with paragraph 4.1 below, or

(b) by the Tribunal, but shall exclude information which is or becomes generally available to the public, other than through the act or omission of a receiving Party. For the avoidance of doubt, any notes, copies, reports, submissions or other material containing, reproducing or reflecting any Enhanced Confidentiality Ring Information shall themselves constitute Enhanced Confidentiality Ring Information unless all Enhanced Confidentiality Ring Information contained in them has been redacted.

1.8 **“Enhanced Confidentiality Ring Members”** are those persons listed in Annex A1 to this Order, as amended from time to time in accordance with the provisions of paragraph 7 or an order of the Tribunal, who have given a signed undertaking in the terms of Annex B1 to this Order where the proposing Party has complied with paragraph 7.1 only.

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

1.10 **“Inner Confidentiality Ring Information”** and **“Outer Confidentiality Ring Information”** have the same meaning as defined in the Original Confidentiality Ring Order.

1.11 **“Inner Confidentiality Ring Members”** are:

- (a) Enhanced Confidentiality Ring Members;
- (b) those persons listed in Annex A2 to this Order, as amended from time to time in accordance with the provisions of paragraph 7 or an order of the Tribunal, who have given a signed undertaking in the terms of Annex B2 to this Order where the proposing Party has complied with paragraph 7.2 below;
- (c) necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.10(a) above for the purpose of the Proceedings, provided that such

personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex B1; 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 1.10(a) above, who may have access to the 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 (2) working days in advance, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B1.

1.12 **“Outer Confidentiality Ring Members”** are:

- (a) Enhanced Confidentiality Ring Members;
- (b) Inner Confidentiality Ring Members; and
- (c) those persons listed in Annex A3 to this Order, as amended from time to time in accordance with the provisions of paragraph 7 or an order of the Tribunal, who have given a signed undertaking in the terms of Annex B3 to this Order where the proposing Party has complied with paragraph 7.3 below.

1.13 **“Original Confidentiality Order”** means the Confidentiality Ring Order made in the Proceedings on 5 January 2023.

1.14 **“Parties”** has the meaning given above and **“Party”** shall be construed accordingly.

1.15 **“Permitted Persons”** means Enhanced Confidentiality Ring Members, Inner Confidentiality Ring Members and Outer Confidentiality Ring Members.

1.16 **“Proceedings”** shall have the meaning given above.

1.17 **“Registrar”** means the Registrar of the Tribunal.

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

2. THE ORIGINAL CONFIDENTIALITY RING ORDER

2.1 This Order amends and extends the Original Confidentiality Ring Order. Where any individuals have previously given undertakings pursuant to the terms of the Original Confidentiality Ring Order in the form set out at Annex B2 or B3 to this Order, those undertakings shall continue to apply in respect of any Inner Confidentiality Ring Information or Outer Confidentiality Ring Information. If there is an inconsistency between any of the provisions of this Order and the provisions of the Original Confidentiality Ring Order, the provisions of this Order prevail.

3. CONFIDENTIAL INFORMATION

3.1 Enhanced Confidentiality Ring Information provided in the context of these Proceedings is to be provided or made available solely to the Enhanced Confidentiality Ring Members, to be held by them on the terms set out in Annex B1 to this Order, subject to the terms set out in the body of this Order.

3.2 Subject to paragraph 3.3 below, each of the Enhanced Confidentiality Ring Members shall access Enhanced Confidentiality Ring Information only via:

(a) a password protected secure platform, access to which is via log-in credentials provided to the Enhanced Confidentiality Ring Members for their own use only (such access will be on a read-only basis with no possibility to download and / or print the relevant documents); and/or

(b) a separate electronic volume of the agreed hearing bundle prepared by the Defendants’ solicitors comprising only documents containing Enhanced Confidentiality Ring Information which shall be shared via a password protected secure platform and saved in a password protected secure electronic folder (“**Enhanced Confidentiality Ring Hearing Bundle Volume**”); and/or

3.3 The Defendants’ solicitors shall provide the Class Representative’s Enhanced Confidentiality Ring Members with access to a password protected secure platform enabling them to access all Enhanced Confidentiality Ring Information for the entirety of these proceedings, including any appeals. The Defendants’ solicitors confirm that

neither they nor the Defendants shall collect any information, data and/or analytics in relation to the Class Representative's Enhanced Confidentiality Ring Members' use of the platform, including but not limited to the number of times a document has been accessed, for how long, and/or whether it has been downloaded (where the party is permitted to do so in accordance with this Order). Insofar as the platform collects such information, data and/or analytics automatically, the Defendants' solicitors confirm that neither they nor the Defendants shall access this information, data and/or analytics.

3.4 All Enhanced Confidentiality Ring Members are permitted to download any Enhanced Confidentiality Ring Hearing Bundle Volume provided that it is saved in a password protected secure electronic folder.

3.5 To the extent technically feasible, Enhanced Confidentiality Ring Information (including any Enhanced Confidentiality Ring Hearing Bundle Volume) shall be provided to the Enhanced Confidentiality Ring Members in a format that allows text to be searched. To the extent a document containing Enhanced Confidentiality Ring Information is provided in a format that does not permit text to be searched, or contains text that is not legible, and/or is provided in a format that does not display properly when viewed on the secure platform, the Class Representative's legal representatives shall notify the Defendants' legal representatives of the same and the Defendants shall replace the document with a version of that document that is clearly legible, permits text to be searched and displays properly when viewed via the secure platform. If the Defendants are unable to provide a version of the document that addresses the issues identified, then Enhanced Confidentiality Ring Members shall, to the extent it would resolve those issues, be permitted to download the document provided that document is saved in a password protected secure electronic folder.

3.6 Any downloaded copy of a document containing Enhanced Confidentiality Ring Information, any downloaded copy of the Enhanced Confidentiality Ring Hearing Bundle Volume, and any document prepared for the purposes of the Proceedings which contains detailed summaries of or direct quotations or extracts from Enhanced Confidentiality Ring Information shall:

(a) be saved only in a password protected secure electronic folder, access to which is restricted to the Enhanced Confidentiality Ring Members;

- (b) be shared only via a password protected secure platform or in the manner described in paragraph 3.2(b) above;
- (c) not be printed; and
- (d) be permanently deleted as soon as reasonably practicable (for example, after a final version of any document summarising relevant Enhanced Confidentiality Ring Information has been produced).

3.7 Inner Confidentiality Ring Information provided in the context of these Proceedings is to be provided or made available only to Inner Confidentiality Ring Members, to be held by them on the terms as set out in:

- (a) if the individual is also an Enhanced Confidentiality Ring Member, Annex B1 to this Order, subject to the terms set out in the body of this Order; or
- (b) if the individual is not also an Enhanced Confidentiality Ring Member, Annex B2 to this Order, subject to the terms set out in the body of this Order.

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

- (a) if the individual is also an Enhanced or an Inner Confidentiality Ring Member, Annex B1 or B2 to this Order (as applicable), subject to the terms set out in the body of this Order; or
- (b) if the individual is not also an Enhanced or an Inner Confidentiality Ring Member, Annex B3 to this Order, subject to the terms set out in the body of this Order.

3.9 For the avoidance of doubt, it is intended that:

- (a) Outer Confidentiality Ring Information shall be limited to: (i) information the disclosure of which would be contrary to the public interest; (ii) commercially sensitive information, the disclosure of which could harm the legitimate business interests of the person(s) or undertaking(s) to which it relates and/or of third parties; and/or (iii) information relating to the private affairs of an individual, the

disclosure of which could harm that individual's interests;

- (b) Inner Confidentiality Ring Information shall be limited to information meeting the description in paragraph 3.9(a) above in respect of which there is a heightened degree of commercial sensitivity (including, but not limited to, information regarding royalties, profit margins, commercial negotiations and strategic planning) and/or there are heightened privacy concerns; and
- (c) Enhanced Confidentiality Ring Information shall be limited to information meeting the description in paragraph 3.9(b) above in respect of which there is an extremely high degree of commercial sensitivity owing to it concerning the Defendants' security architecture, cryptographic systems or related measures.

4. DESIGNATION OF CONFIDENTIAL INFORMATION

- 4.1 Any document containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information shall be designated as such by the Party that introduces the document into the Proceedings. The following procedures shall apply:
- (a) designation of a document as containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information must be made in writing to the Party receiving the disclosure by the Disclosing Party;
 - (b) failure to designate a document at the time it is disclosed shall be deemed to be a designation that the document in question does not contain (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information. A Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the other Party that received such document/information; and
 - (c) any document which is designated as (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information by a Party may be subject to challenge in accordance with paragraph 5 below.

- 4.2 For the avoidance of doubt, if a document is not designated as containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information, Rule 102 of the Competition Appeal Tribunal Rules 2015 continues to apply (to the extent it would otherwise have applied).
- 4.3 Each Party shall be responsible, in respect of any document containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information belonging to them, for labelling and highlighting such documents/information in the following ways:
- (a) Any bundle index will state which documents contain (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information and identify the Party or Parties to which such information relates.
 - (b) Any text and/or extract which contains (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information will be highlighted.
- 4.4 A Disclosing Party shall if directed by the Registrar provide a non-confidential version of the relevant document/information in accordance with Rule 101(1) and paragraphs 7.48 to 7.50 of the Guide.

5. CHALLENGE TO CONFIDENTIALITY DESIGNATIONS

- 5.1 The designation of a document containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information or (iii) Outer Confidentiality Ring Information by a Party may be challenged in accordance with the provisions below:
- (a) If a Party (the “**Challenging Party**”) wishes to challenge a designation made by a Disclosing Party, the Challenging Party shall do so by providing a written request to the Disclosing Party specifying the following:
 - (i) the relevant document/information concerned;
 - (ii) the designation the Challenging Party considers to be inappropriate; and

- (iii) why it is reasonable and necessary for the designation of the document/information to be amended.
- (b) In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information. 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 5.1(a).
- (c) If the Challenging Party wishes to maintain its challenge following receipt of the Disclosing Party's response pursuant to paragraph 5.1(b), it may apply to the Tribunal for determination of whether or not the document (or part of it) qualifies as Enhanced Confidentiality Ring Information, Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (as applicable), provided that prior written notice is given of that application to the Disclosing Party. Any such application must be made as soon as reasonably possible. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 5.1(c) are to be dealt with on the papers. For the avoidance of doubt, a document in respect of which an application is made shall continue to be designated as containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information (as applicable) until such time as the challenge is determined by the Tribunal.
- (d) Should the confidentiality of any document added to the bundle during any hearing be in issue, challenges will be dealt with in accordance with any directions the Tribunal may give.

5.2 The deadlines in this paragraph 5 may be extended by agreement between the Challenging Party and Disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.

6. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

6.1 Disclosure of any Confidential Information shall be restricted to, and may be inspected only by (i) Enhanced Confidentiality Ring Members in respect of Enhanced

Confidentiality Ring Information; (ii) Inner Confidentiality Ring Members in respect of Inner Confidentiality Ring Information and (iii) Outer Confidentiality Ring Members in respect of Outer Confidentiality Ring Information, and only on the basis that the recipient holds the Confidential Information on the terms set out in Annex B1, Annex B2 and/or Annex B3 (as appropriate).

- 6.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any (i) Enhanced Confidentiality Ring Members; (ii) Inner Confidentiality Ring Members and/or (iii) Outer Confidentiality Ring Members from making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information (as applicable) (provided that such notes, copies, reports, submissions or other documents shall themselves be treated as (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information or (iii) Outer Confidentiality Ring Information in accordance with paragraphs 1.6 and 1.9 above).
- 6.3 During any hearing in the Proceedings, each Party wishing to refer to a document containing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information and shall refrain from reading aloud Confidential Information in open Tribunal.
- 6.4 In the event of any disclosure of (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, the solicitors for the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information, and 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) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.
- 6.5 Nothing in this Order shall prevent or prohibit a receiving Party from taking any action

(including in particular disclosing (i) Enhanced Confidentiality Ring Information; (ii) Inner Confidentiality Ring Information and/or (iii) Outer Confidentiality Ring Information to a person who is not (i) an Enhanced Confidentiality Ring Member; (ii) an Inner Confidentiality Ring Member and/or (iii) an Outer Confidentiality Ring Member (as applicable), and/or referring to such documents or information in open Tribunal) which has been authorised in writing by the Disclosing Party.

7. ADDITION OR REMOVAL OF PERMITTED PERSONS

7.1 A Party seeking to designate an additional person as an Enhanced Confidentiality Ring Member must:

- (a) request the permission of the other Parties in writing for the additional person to be designated as an Enhanced Confidentiality Ring Member; and
- (b) provide details of that person's name and role and an explanation of why their designation as an Enhanced Confidentiality Ring Member is reasonable and necessary.

7.2 A Party seeking to designate an additional person as an Inner Confidentiality Ring Member must:

- (a) request the permission of the other Parties in writing for the additional person to be designated as an Inner Confidentiality Ring Member; and
- (b) provide details of that person's name and role and an explanation of why their designation as an Inner Confidentiality Ring Member is reasonable and necessary.

7.3 A Party seeking to designate an additional person as an Outer Confidentiality Ring Member must:

- (a) request the permission of the other Parties in writing for the additional person to be designated as an Outer Confidentiality Ring Member; and
- (b) provide details of that person's name and role and an explanation of why their designation as an Outer Confidentiality Ring Member is reasonable and necessary.

- 7.4 Each Party, other than the Party requesting that the additional person shall be designated as (i) an Enhanced Confidentiality Ring Member; (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member, shall confirm within three (3) clear working days of receipt of the written request referred to in paragraph 7.1(a), 7.2(a) or 7.3(a) (as applicable) whether they consent to the additional person being designated as (i) an Enhanced Confidentiality Ring Member (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member (as applicable). Such consent shall not be unreasonably withheld.
- 7.5 If a Party does not consent to the person being designated (i) an Enhanced Confidentiality Ring Member (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member (as applicable) in accordance with paragraph 7.4, then that Party must provide written reasons for their refusal of such permission within three (3) clear working days of such refusal.
- 7.6 If express consent is given by the Party receiving the request in accordance with paragraph 7.4 above, or no Party raises an objection in accordance with paragraphs 7.4 and 7.5 above within three (3) clear working days, the additional person shall be required to sign the undertaking at Annex B1 (to the extent they are to be admitted to the Enhanced Confidentiality Ring), Annex B2 (to the extent they are to be admitted to the Inner Confidentiality Ring) or Annex B3 (to the extent they are to be admitted to the Outer Confidentiality Ring) and the Party requesting their admission shall be required to provide a copy of the signed undertaking to the other Parties and to the Tribunal. They shall then be designated as an Enhanced Confidentiality Ring Member, an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, as applicable.
- 7.7 If there are any disputes which cannot be resolved by the parties, the Party seeking to include the additional person as an Enhanced Confidentiality Ring Member, an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may apply to the Tribunal to include the person as an Enhanced Confidentiality Ring Member, an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, provided written notice of such application is given to the other Parties. The additional person will become (i) an Enhanced; (ii) an Inner and/or (iii) an Outer Confidentiality Ring Member if the Tribunal so orders.

- 7.8 If a Party wishes to remove a person as (i) an Enhanced Confidentiality Ring Member; (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member, that Party shall notify the other Parties. The Party must also notify the person to be removed as (i) an Enhanced Confidentiality Ring Member, (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member that they must immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information provided to them pursuant to this Order (with the exception of the materials described in paragraphs 8.2-8.3 below). For the avoidance of doubt, a Party may only remove persons whom it previously (initially or by following the process in paragraphs 7.1-7.7) proposed as (i) an Enhanced Confidentiality Ring Member, (ii) an Inner Confidentiality Ring Member or (iii) an Outer Confidentiality Ring Member.
- 7.9 Annex A1, Annex A2 and Annex A3 to this Order reflect the current list of individuals who are or will be (i) Enhanced Confidentiality Ring Members, (ii) Inner Confidentiality Ring Members and (iii) Outer Confidentiality Ring Members by virtue of signing undertakings in the form of Annex B1, Annex B2 and Annex B3 (as appropriate) and the provision of copies of the same to all parties and to the Tribunal.
- 7.10 A record of the (i) Enhanced Confidentiality Ring Members, (ii) Inner Confidentiality Ring Members and (iii) Outer Confidentiality Ring Members shall be kept and updated by the Parties upon the addition or removal of any (i) Enhanced Confidentiality Ring Member(s), (ii) Inner Confidentiality Ring Member(s) and/or (iii) Outer Confidentiality Ring Member(s), and a copy of the same provided to the Tribunal and the other Parties upon each such addition or removal. For the avoidance of doubt, there shall be no requirement to amend this Order upon the addition or removal of Enhanced Confidentiality Ring Members, Inner Confidentiality Ring Members and Outer Confidentiality Ring Members.

8. COPIES OF CONFIDENTIAL INFORMATION

- 8.1 Subject to the exceptions in paragraphs 8.2-8.3 below, each Party must destroy copies of Confidential Information provided to them pursuant to this Order (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings, or when that Party ceases to be involved in the

Proceedings, and at such time that Party shall notify its respective (i) Enhanced Confidentiality Ring Members, (ii) Inner Confidentiality Ring Members and (iii) Outer Confidentiality Ring Members that they must do the same. In such circumstances, each Party concerned shall notify the remaining Parties within a reasonable time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

8.2 The obligation in paragraph 8.1 above does not apply to:

- (a) solicitors' or counsel's notes, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents;
- (b) transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the receiving Party and which cannot be recovered without special measures, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such copies and provided that such copies will be promptly deleted in the event of the restoration of such copies;
- (c) a Party's copies of any pleadings, skeleton arguments, written submissions, transcripts, application notices, draft orders, correspondence referred to at trial or in a hearing or submitted in these proposed 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
- (d) a Party in respect of the Confidential Information it has itself provided.

8.3 In addition to the exceptions provided for in paragraph 8.2 above, each Party's external legal advisers may retain copies of any evidence containing Confidential Information, insofar as they are required to do so to comply with any professional, regulatory or insurance requirements to which they are subject, and provided that:

- (a) such retention is limited to the minimum number of copies required in order to comply with those requirements; and

- (b) the legal advisers in question ensure continued compliance with the terms of this Order in respect of the Confidential Information contained in such evidence.

9. NOTICES

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

9.2 Service of a Notice must be effected by email.

9.3 Notices shall be addressed as follows:

- (a) Notices for the Class Representative shall be marked for the attention of Milberg London LLP and sent to:

- (i) npearman@milberg.co.uk;

- (ii) joldnall@milberg.co.uk;

- (iii) hzielonka@milberg.co.uk; and

- (iv) SonyTeam@milberg.co.uk

or such other email addresses as the Class Representative may communicate to the Defendants from time to time via their instructed legal advisers.

- (b) Notices for the Defendants shall be marked for the attention of Linklaters LLP and sent to:

- (i) sarina.williams@linklaters.com;

- (ii) verity.egerton-doyle@linklaters.com;

- (iii) alex.hannington@linklaters.com;
- (iv) balaji.subramaian@linklaters.com;
- (v) will.smith@linklaters.com; and
- (vi) dlinklaterssonycpo@linklaters.com

or such other email addresses as the Defendants may communicate to the Class Representative from time to time via their instructed legal advisers.

10. GENERAL PROVISIONS

- 10.1 This Order is intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 10.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce this Order.
- 10.3 This Order and any undertakings given in pursuant to it shall be construed in accordance with English law.
- 10.4 Nothing in this Order or the Annexes to this Order shall prevent or prohibit any (i) Enhanced Confidentiality Ring Members, (ii) Inner Confidentiality Ring Members or (iii) Outer Confidentiality Ring Members (as may be extended from time to time) from acting in other proceedings.
- 10.5 There shall be liberty to apply, if appropriate.
- 10.6 Costs in the case.

ANNEX A1

The Class Representative's Enhanced Confidentiality Ring Members

<i>Counsel</i>
Robert Palmer KC (Monckton Chambers)
Fiona Banks (Monckton Chambers)
Nikolaus Grubeck (Monckton Chambers)
Antonia Fitzpatrick (Monckton Chambers)
Reuben Andrews (Monckton Chambers)
<i>Milberg London LLP</i>
Natasha Pearman, Partner
Hadley Zielonka, Associate
Grace Panter, Associate
Tanya Joon, Associate
Joel Mitchell, Associate
<i>Technical expert in the field of Computer Science</i>
Professor Peter Pietzuch (Professor of Distributed Systems in the Department of Computing at Imperial College London)

The Defendants' Enhanced Confidentiality Ring Members

<i>Counsel</i>
Daniel Beard KC (Monckton Chambers)
Charlotte Thomas (Brick Court Chambers)
Gayatri Sarathy (Blackstone Chambers)
<i>Linklaters LLP</i>
Sarina Williams, Partner
Verity Egerton-Doyle, Partner
Alex Hannington, Managing Associate
Rebecca Burns, Managing Associate
Imogen Yates, Managing Associate
Balaji Subramaniam, Associate
Annabel Leigh McCullagh, Associate
Aditi Aggarwal, Associate
Will Smith, Associate
<i>The Defendants</i>
Stephanie Burns, Senior Vice President and General Counsel
Eric Grouse, Vice President & Deputy General Counsel, EMEA
Amir Vonsover, Vice President, Global Litigation, Employment & Compliance
Helen Hopson, Senior Corporate Counsel, Legal, IP and Business Affairs
Greg McCurdy, Senior Director, Competition & Regulatory Affairs
Munesh Mahtani, Senior Director, Litigation and Competition (EMEA)
Becky Crosland, Associate Paralegal
Harry Payne, Legal Administrative Assistant
Charlotte Beardsworth, Re:link Lawyer on secondment to Sony
Dasha Konnova, Linklaters LLP Associate on secondment to Sony

ANNEX A2

The Class Representative's Inner Confidentiality Ring Members

<i>External economists (Berkeley Research Group (BRG))</i>
Mark Bosley
Greg Harman
Edan Miles
Harry Boulton
Evelyn Pall
Zarya Oh
Charlotte Livesey
Kalyan Dasgupta
<i>Milberg London LLP</i>
James Oldnall, Partner
Edward Cardington, Partner
Polly Blenkin, Partner
James Taylor, Partner
Nicola Vinovrški, Partner
Alicia Clark, Associate
Harry Jacques, Associate
Courtney Sanders, Associate
Dwight Wilson, Trainee Solicitor
Manel Baizid, Paralegal
Kolade Koyode, Paralegal
Alicia Maxwell, Paralegal
Isaba Moazzem, Paralegal
Conor Greaves, Paralegal
<i>The Class Representative</i>
Ms Alex Louise Neill, Founder and Director

The Defendants' Inner Confidentiality Ring Members

<i>Counsel</i>
George McDonald (4 New Square Chambers)
<i>Linklaters LLP</i>
Tom Cassels, Partner
Paul Joseph, Partner
Aoife Monaghan, Managing Associate
Rebecca Dickie, Managing Associate
Stephanie Farrington, Managing Associate
Imogen Yates, Managing Associate
Christine Li, Associate
Abraham Warraich, Associate
Annabel Leigh McCullagh, Associate
Oorvi Mehta, Associate

Noelle Huang, Associate
Harry Sorenson-Vaz, Associate
Anna Veispak, Trainee Solicitor
Shayla Smith, Trainee Solicitor
Shannon McKeown-Gilmore, Trainee Solicitor
<i>External economists (Cornerstone Research)</i>
Kostis Hatzitaskos
Liam Colley
Vikram Kumar
Anna Cojoc
Norbert Maier
Sinan Corus
Julia Tanndal
Brooklyn Taozhi Han
James Hoddell
Sharanya Narayanan
Tuba Toru Delibasi
Yangyi Zhang
Jakub Chini
<i>External economists (FTI Consulting)</i>
Mark Bezant
Andrew Wynn
Tim Warren

ANNEX A3

The Class Representative's Outer Confidentiality Ring Members

[•]
[•]

The Defendants' Outer Confidentiality Ring Members

[•]
[•]

ANNEX B1 – Undertaking (to be provided by Enhanced Confidentiality Ring Members)

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

1. I have read a copy of the Order and understand the implications of the Order and the giving of this undertaking.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings.
3. Except as expressly contemplated by this Order, I will not disclose or distribute any Enhanced, Inner or Outer Confidentiality Ring Information to persons who are not Enhanced, Inner or Outer Confidentiality Ring Members (as applicable) or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I shall access Enhanced Confidentiality Ring Information only via a password protected secure platform (with access to the relevant platform being on a read-only basis with no possibility to download and / or print the relevant documents, unless permission to download has been granted in accordance with paragraph 3.5 of the Order) or insofar as it is contained in Enhanced Confidentiality Ring Hearing Bundle Volumes (with automatic permission to download such bundles, provided they are saved in a password protected secure electronic folder), as set out in paragraph 3 of the Order.
5. I have read 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 the Order and with any request made pursuant to the Order.
7. Documents containing any Enhanced, Inner or Outer Confidentiality Ring Information

will remain in my custody or the custody of another Enhanced, Inner or Outer Confidentiality Ring Member (as applicable) at all times. Such documents will be held in a manner appropriate to the circumstances so as to prevent unauthorised access. For the avoidance of doubt, Enhanced Confidentiality Ring Information will be held in accordance with paragraphs 3 and 4 of this Order.

8. The production of further copies by me of documents containing Enhanced, Inner or Outer Confidentiality Ring Information shall be limited to that required for the use of the Enhanced, Inner or Outer Confidentiality Ring Members (as applicable) for the purposes of these Proceedings. All such copies shall be held in accordance with the terms of this undertaking.
9. Upon ceasing to be an Enhanced Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Enhanced Confidentiality Ring Information in my possession, in accordance with paragraph 8 of the Order. Upon ceasing to be an Inner or Outer Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Inner or Outer Confidentiality Ring Information in my possession (as applicable), in accordance with paragraph 8 of the Order. In respect of any Confidential Information that I do not destroy and continue to hold, I will continue to comply with these undertakings after the conclusion of the Proceedings.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted by the Order or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by order of the Tribunal.

Signed:

Date:

ANNEX B2 – Undertaking (to be provided by Inner Confidentiality Ring Members)

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

1. I have read a copy of the Order and understand the implications of the Order and the giving of this undertaking.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings.
3. Except as expressly contemplated by this Order, I will not disclose or distribute any Inner Confidentiality Ring Information to persons who are not Inner Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. Except as expressly contemplated by this Order, I will not disclose or distribute any Outer Confidentiality Ring Information to persons who are not Outer Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I have read 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 the Order and with any request made pursuant to the Order.
7. Documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Inner Confidentiality Ring Member at all times, and

documents containing Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times. Such documents will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

8. The production of further copies by me of documents containing Inner Confidentiality Ring Information shall be limited to that required for the use of the Inner Confidentiality Ring Members for the purposes of these Proceedings, and the production of further copies by me of documents containing Outer Confidentiality Ring Information shall be limited to that required for the use of the Outer Confidentiality Ring Members for the purposes of these Proceedings. All such copies shall be held in accordance with the terms of this undertaking.
9. Upon ceasing to be an Inner Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Inner Confidentiality Ring Information in my possession, in accordance with paragraph 8 of the Order. Upon ceasing to be an Outer Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Outer Confidentiality Ring Information in my possession, in accordance with paragraph 8 of the Order. In respect of any Confidential Information that I do not destroy and continue to hold, I will continue to comply with these undertakings after the conclusion of the Proceedings.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted by the Order or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by order of the Tribunal.

Signed:

Date:

ANNEX B3 – Undertaking (to be provided by Outer Confidentiality Ring Members)

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

1. I have read a copy of the Order and understand the implications of the Order and the giving of this undertaking.
2. I will treat all Outer Confidentiality Ring Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings.
3. Except as expressly contemplated by this Order, I will not disclose or distribute any Outer Confidentiality Ring Information to persons who are not Outer Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Outer Confidentiality Ring Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I have read 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.
5. I will take all such steps as may be necessary or expedient on my part to comply with the Order and with any request made under or pursuant to the Order.
6. Documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times. Such documents will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The production of further copies by me of the documents containing Outer Confidentiality Ring Information shall be limited to those required for the use of the

Outer Confidentiality Ring Members for the purposes of these Proceedings. All such copies shall be held in accordance with the terms of this undertaking.

8. Upon ceasing to be an Outer Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Outer Confidentiality Ring Information in my possession, in accordance with paragraph 8 of the Order. In respect of any Outer Confidentiality Ring Information that I do not destroy and continue to hold, I will continue to comply with these undertakings after the conclusion of the Proceedings.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted by the Order or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by order of the Tribunal.

Signed:

Date:

