



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1696/7/7/24

BETWEEN:

DR MARIA LUISA STASI

Applicant /
Proposed Class Representative

And

(1) MICROSOFT CORPORATION
(a company incorporated under the laws of Washington State, USA)
(2) MICROSOFT LIMITED
(a company incorporated under the laws of England & Wales)
(3) MICROSOFT IRELAND OPERATIONS LIMITED
(a company incorporated under the laws of Ireland)

Respondents /
Proposed Defendants

CONFIDENTIALITY RING ORDER

UPON the Parties to the abovementioned proceedings having agreed that documents containing confidential information be subject to the confidentiality terms contained in this Order

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 Rules (as defined below) (and, in particular, Rules 53(2)(h), 101 and 102)

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

AND UPON each of the persons named in Parts A of the Schedule to this Order giving a written undertaking in the terms of Part B of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

IT IS HEREBY ORDERED BY CONSENT THAT:

1 DEFINITIONS

1.1. For the purposes of this Order:

1.1.1 “*Confidential Information*” means, insofar as it is not Excluded Information:

- a) information provided by a Disclosing Party:
 - (i) that the Disclosing Party has designated as Confidential Information in accordance with paragraph 5 of this Order; or
 - (ii) is designated as Confidential Information by the Tribunal;
and
- b) documents insofar as they contain information provided under paragraph 1.1.1(a), including for the avoidance of doubt:
 - (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;

1.1.2 “*Confidentiality Ring Members*” are:

- a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 4 below or by an order of the Tribunal, who have given a signed undertaking in the terms of Part B of the Schedule to this Order and (in the case of those persons who are added as Confidentiality Ring Members in accordance with the provisions of paragraph 4 below) where the Proposing Party (as defined below) has complied with paragraph 4.1.1;
- b) necessary secretarial, business services and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors but including counsel's clerks and paralegals), IT, reprographics staff and clerks, under the supervision and/or instructions of those persons identified at paragraph 1.1.2(a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part B of the Schedule to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person);
- 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 of the Parties in connection with the Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraph 1.1.2(a) above, who may have access to Confidential Information as a consequence of the provision of their services, and whose identity is notified to the other Party in writing at least two (2) working days in advance of the Confidential Information being provided to them, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part B of the Schedule to this Order.

1.1.3 “*Disclosing Party*” means, in relation to any document or information, the Party that disclosed that document or information in the Proceedings.

1.1.4 “**Excluded Information**” means:

- a) redacted versions of the documents containing Confidential Information, if they have been redacted so that they no longer contain or refer to the content of the Confidential Information;
- b) 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;
- c) information which becomes generally available to the public (other than through the act or omission of a Receiving Party);
- d) information that was lawfully in the possession of a Party before the information was disclosed to it pursuant to this Order;
- e) information the Parties agree in writing is not confidential;
- f) information that is the subject of an Order of the Court that it is not to be treated as Confidential Information for the purposes of this Order; or
- g) information that is available to a Party because it appears in a version of a document which has been disclosed in these Proceedings, which version has not been designated as constituting or containing Confidential Information, save where the absence of such designation was the result of obvious mistake.

1.1.5 “**Guide**” means the Tribunal’s Guide to Proceedings 2015 as amended, supplemented, or reissued from time to time.

1.1.6 “**Order**” means this Confidentiality Ring Order.

1.1.7 “**Parties**” means the parties to the Proceedings (and “**Party**” shall be construed accordingly).

1.1.8 “**Proceedings**” means the collective proceedings under section 47B of the Competition Act 1998 with case number 1696/7/724 (as however amended), and any appeal therefrom; and in the event that a collective proceedings order is issued in respect of those proceedings, the collective proceedings permitted

by such order (as however amended), and any appeal therefrom.

1.1.9 “**Proposed Class Representative**” means Dr Maria Luisa Stasi.

1.1.10 “**Proposed Defendants**” means Microsoft Corporation, Microsoft Limited and Microsoft Ireland Operations Limited (together, “**Microsoft**”).

1.1.11 “**Proposing Party**” has the meaning given at paragraph 4.1 below.

1.1.12 “**Receiving Party**” means, in relation to any document, the Party that received that document or information in the Proceedings.

1.1.13 “**Requesting Party**” has the meaning given at paragraph 8.3 below.

1.1.14 “**Rules**” means the Competition Appeal Tribunal Rules 2015 (and “Rule” shall be construed accordingly).

1.1.15 “**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 Confidentiality Ring Members, to be held by them on the terms set out in Part B of the Schedule to this Order, subject to the terms of this Order.

3 SCOPE AND EFFECT OF THE ORDER

3.1 Nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than via the Proceedings under the terms of this Order.

4 ADDITIONS TO OR REMOVAL FROM THE CONFIDENTIALITY RING

4.1 If a Party (the “**Proposing Party**”) wishes to add an additional person as a Confidentiality Ring Member:

4.1.1. The Proposing Party shall notify and request the express written consent of the other Party, and when requesting such written consent, specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary.

- 4.1.2. Following receipt of a notice pursuant to paragraph 4.1.1 above, the other Party shall notify the Proposing Party in writing within 5 working days whether it consents to such addition (such consent not to be unreasonably withheld) and state the reason(s) for any objection.
- 4.1.3. If express consent is given by the Party receiving the request, or that Party fails to give express consent and fails to give written notice of objection within the 5 working day period specified in paragraph 4.1.2 above:
- (a) the Proposing Party will obtain a written undertaking from the additional person, in the terms of Part B of the Schedule to this Order; and
 - (b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 4.1.3(a) above and an amended version of Part A of the Schedule to this Order to the other Party, and the Tribunal upon its request.
- 4.1.4. Upon those steps being completed, the additional person will become a Confidentiality Ring Member.
- 4.1.5. If any objection referred to in paragraph 4.1.2 above is received within the 5 working day period there referred to (subject to any extension of that period pursuant to paragraph 12.5 below), the Proposing Party may apply on written notice to the Tribunal and the additional person will become a Confidentiality Ring Member if the Tribunal so orders.
- 4.2 If a Party wishes to remove a person as a Confidentiality Ring Member, that Party will notify the other Party and provide an amended version of Part A of the Schedule to this Order to the other Party, and the Tribunal upon its request. The Party must also (so far as it is able to do so) destroy, or procure that the removed person destroys, or make inaccessible any copies of Confidential Information held by that person pursuant to this Order (in both hard and soft copy) (insofar as technologically feasible) or transfer such copies to persons who remain within the relevant Confidentiality Ring. A Party may only remove a person whom it had (initially or by following the process in paragraph 4.1) proposed as a Confidentiality Ring Member.

- 4.3 A person who ceases to be a Confidentiality Ring Member remains bound by the terms of the undertaking they have signed in relation to Confidential Information they received before they ceased to be a Confidentiality Ring Member.
- 4.4 If a Party ceases to be involved in the Proceedings, the persons nominated by that Party as Confidentiality Ring Members shall automatically cease to be Confidentiality Ring Members.

5 IDENTIFICATION AND DESIGNATION OF CONFIDENTIAL INFORMATION

- 5.1 A Party providing a document/information in connection with the Proceedings may designate that the document/information is: (i) Confidential Information or (ii) not confidential.
- 5.2 Designation of a document/information as Confidential Information must be made in writing to the Receiving Party and must comply with paragraph 7.46 of the Guide. The Disclosing Party must identify whether the entire document constitutes Confidential Information, or the part or parts of the document claimed to be Confidential Information, and state the basis on which the identified information is claimed to be Confidential Information.
- 5.3 For the avoidance of doubt, in the event a document is not designated as containing Confidential Information, Rule 102 continues to apply (to the extent it would otherwise have applied) to any document/information provided in the Proceedings.
- 5.4 Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not, or does not contain, Confidential Information. A Party may alter the designation of a document/information to correct any erroneous designation by notice in writing to the Receiving Party. The Receiving Party shall not be responsible for any action taken in the meantime in good faith reliance on the original designation.
- 5.5 The Disclosing Party shall, if directed by the Tribunal, provide a non-confidential version of the relevant document in accordance with Rule 101(1) of the Tribunal Rules and paragraphs 7.48 to 7.50 of the Guide.

6 CHALLENGE TO CONFIDENTIAL DESIGNATION

6.1 The Receiving Party 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:

6.1.1 The Receiving Party shall provide a written request to the Disclosing Party specifying the following:

- a) the relevant document/information concerned;
- b) the designation the Receiving Party believes is appropriate; and
- c) why it is reasonable and necessary for the designation of the document/information to be amended.

6.1.2 The Disclosing Party may consent in writing to amend the designation of any document(s)/information, such consent not to be unreasonably withheld and, in any event, any response must be provided within seven (7) working days of having received the written request referred to in paragraph 6.1.1.

6.1.3 Should the consent referred to in paragraph 6.1.2 not be obtained from the Disclosing Party, the Receiving Party may apply to the Tribunal for an order pursuant to Rule 101(2) that the documents/information should be designated as either: (i) Confidential Information; or (ii) not confidential (as the Receiving Party deems appropriate), 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 6.1.3 are to be dealt with on the papers. For the avoidance of doubt, the confidentiality designation of a document in respect of which an application is made shall continue to be designated as containing Confidential Information until such time as the challenge is determined by the Tribunal. In submitting or responding to such an application, the Parties shall comply with the procedural requirements of Rule 101(1), and the requirements of paragraphs 7.46 and 7.47 of the Guide.

6.1.4 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.

7 DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

7.1 Disclosure and inspection of any document containing Confidential Information shall be restricted to the Confidentiality Ring Members on the basis that:

7.1.1 the recipient Confidentiality Ring Member holds the Confidential Information only on the terms set out in Part B to the Schedule of this Order;

7.1.2 any such Confidential Information will be treated by the Confidentiality Ring Member as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and

7.1.3 no such Confidentiality Ring Member will, save as expressly provided for by this Order, disclose any Confidential Information to any person who is not a Confidentiality Ring Member.

7.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any Confidentiality Ring Member from:

7.2.1 making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (provided that such notes, copies, reports, submissions or other documents shall themselves be treated as Confidential Information in accordance with paragraph 1.1.1 above); and/or

7.2.2 disclosing any Confidential Information to any other person who is a Confidentiality Ring Member provided that no Confidential Information shall be directly or indirectly disclosed beyond Confidentiality Ring Member.

7.3 Nothing in this Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the SRA from having access to documents on firm/chambers IT systems, subject to their usual confidentiality obligations.

7.4 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 and shall refrain from reading aloud Confidential Information in open Tribunal.

8 PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RING

8.1 Nothing in this Order or its Schedules prevents a Disclosing Party, its advisors or experts from sharing (or from consenting to the sharing of) Confidential Information provided by that Disclosing Party in the Proceedings to a person who is not a Confidentiality Ring Member.

8.2 A Receiving Party may request that certain Confidential Information is to be provided or made available to one or more persons who are not Confidentiality Ring Members.

8.3 If a Party wishes such Confidential Information to be provided or made available to such persons (the “*Requesting Party*”):

8.3.1 it shall notify and request the express written consent of the other Party, specifying the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents insofar as practicable) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);

8.3.2 following receipt of a notice pursuant to paragraph 8.3.1 above, any recipient of such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person(s), they shall notify the Requesting Party in writing within seven (7) working days of receipt of the notice that they so object;

8.3.3 if the Party required to be provided with a notice under paragraph 8.3.1: (i) gives express consent; or (ii) fails to give express consent and fails to give written notice of objection within the seven (7) working day period specified in paragraph 8.3.2 above:

(a) the Requesting Party will obtain from such person(s) written undertaking(s) in the terms of Part B of the Schedule to this Order,

amended to list the specific documents and/or information that are to be provided or made available to such person(s);

(b) the Requesting Party will provide the written undertaking(s) referred to in paragraph 8.3.3(a) above to the other Party, and the Tribunal upon its request; and

(c) on the completion of those steps, the additional person(s) may be provided with the documents and/or information.

8.4 If any objection referred to in paragraph 8.3.2 above is received within the seven (7) working day period specified, the Requesting Party may apply to the Tribunal, provided that prior written notice of seven (7) working days is given of such application to the other Party. The additional person(s) may be provided with the documents and/or information if the Tribunal so orders.

9 COPIES OF CONFIDENTIAL INFORMATION

9.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Confidentiality Ring Members to whom they are disclosed.

9.2 Subject to the exceptions in paragraph 9.3 below, each Party must destroy copies of Confidential Information provided 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 Confidentiality Ring Member(s) that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. The foregoing obligations do not require a Party or person to take steps beyond selecting the files in question and providing the Windows command to “*delete*” such files, and repeating such instruction with the copy of the file in the Windows “*recycle bin*” or the equivalent commands for any other operating system or document management system. In such circumstances, each Party concerned 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) and that it has notified its Confidentiality Ring Member(s) to do the same.

9.3 The obligation in paragraph 9.2 above does not apply to:

- 9.3.1 solicitors', counsel's or economists' notes, subject to continued compliance with all other terms of this Order in respect of the Confidential Information contained within such documents;
- 9.3.2 transitory or deeply stored (such as back-up tapes or similar off-line electronic copies) 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 documents and/or information will be promptly deleted in the event of the restoration of such copies;
- 9.3.3 a Party's copies of pleadings, evidence, skeleton arguments, transcripts, applications, notices, 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
- 9.3.4 a Party in respect of the Confidential Information it has itself provided.

10 UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 10.1 In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure:
 - 10.1.1 solicitors for the improperly disclosing Party shall as soon as reasonably practicable notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information in the Proceedings; and
 - 10.1.2 the improperly disclosing Party shall use all reasonable endeavours to prevent further unauthorised disclosure including to retrieve all copies of the Confidential Information from the improper recipient(s) thereof and to secure the agreement of such recipient(s) to delete the Confidential Information and not to further disseminate the Confidential Information in any form.

11 DISCLOSURE PURSUANT TO COURT ORDER

11.1 If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the Receiving Party upon whom the order is served shall immediately give written notice to the solicitors of the Disclosing Party. If the Disclosing Party takes no steps to prevent further disclosure of such Confidential Information within 10 working days of the date on which such written notice was given, the Receiving Party may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph only applies to the Receiving Party of Confidential Information provided in the Proceedings and does not apply to the Disclosing Party of Confidential Information in the Proceedings.

12 GENERAL PROVISIONS

12.1 This Order is intended to apply unless or until superseded by a subsequent order of the Tribunal.

12.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.

12.3 This Order and any undertakings given in relation to it 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.

12.4 Nothing in this Order or its Schedule shall prevent or prohibit any Confidentiality Ring Members (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 Tribunal Rules, and any applicable professional obligations.

12.5 Any deadlines in this Order may be extended by written agreement between the Parties. Consent to a request for an extension to a deadline shall not be unreasonably withheld.

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

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

13 NOTICES

13.1 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.

13.2 Service of a Notice must be effected by email.

13.3 Notices shall be addressed as follows:

13.3.1 Notices for the Applicant / Proposed Class Representative shall be marked for the attention of Scott+Scott UK LLP and sent to:

Email Address: jhaincole@scott-scott.com

abernstein@scott-scott.com

amarciano@scott-scott.com

SSUCloud@scott-scott.com

Reference: 22172UK (JHC/AB)

13.3.2 Notices for the Respondents / Proposed Defendants shall be marked for the attention of Linklaters LLP and sent to:

Email Address: tom.cassels@linklaters.com

james.hennah@linklaters.com

verity.egerton-doyle@linklaters.com

jonathan.ford@linklaters.com

dlstratuscpoll@linklaters.com

Reference: Tom Cassels/James Hennah/Verity Egerton-Doyle/Jonny Ford

The Honourable Mr Justice Roth Acting President of the Competition
Appeal Tribunal

Made: 26 February
2025

Drawn: 26 February
2025

SCHEDULE

PART A: Confidentiality Ring Members

Applicant / Proposed Class Representative

Proposed Class Representative

- Dr Maria Luisa Stasi

Counsel

- Sarah Ford KC (Brick Court Chambers)
- Robert Marven KC (4 New Square Chambers)
- Ben Lewy (One Essex Court Chambers)

Solicitors (Scott+Scott UK LLP)

- James Hain-Cole
- Alice Bernstein
- Adi Marciano
- Saphya Caus
- Eléonore Buisson
- Darío Martinez-Jove

Respondents / Proposed Defendants

Microsoft

- David Smutny
- Rima Alaily
- Kristina Barbov
- Kayleigh Klinzman
- David Snyder
- David Maas
- Cindy Randall
- Nicholas Banasevic

Counsel (Blackstone Chambers)

- Brian Kennelly KC
- Jessica Boyd KC
- Natasha Simonsen
- Aislinn Kelly-Lyth

Solicitors (Linklaters LLP)

- Tom Cassels
 - James Hennah
-

- Verity Egerton-Doyle
- Jonathan Ford
- Jason Shardlow-Wrest
- Phillip South
- Alice Chung
- Caroline Campbell
- Lucy Allinson
- Ziaskia Cain

PART B

UNDERTAKING (TO BE PROVIDED BY CONFIDENTIALITY RING MEMBERS)

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

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

1. I have read the Order and understand its implications, the provisions of the Order, and the giving of these undertakings.
2. I have read Rules 101 and 102 and am aware of and will comply with the obligations imposed by those Rules.
3. I will not disclose, discuss, copy, reproduce or distribute Confidential Information to any person who is not a Confidentiality Ring Member, including by reading it out 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 will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use the Confidential Information only for the purpose of the proper conduct of these Proceedings and for the purpose of no other current or future proceedings or proposed proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute “Confidential Information” and that was not obtained in breach of this undertaking or of the Tribunal’s Order).
5. I shall not provide any documents containing any Confidential Information to any person other than another Confidentiality Ring Member and shall ensure that any such documents in my possession shall at all times be held in a manner appropriate to the circumstances for the purpose of preventing unauthorised access. For the avoidance of doubt, where documents are stored at a Party’s chambers or solicitors offices there

shall be no presumption that additional security measures are required to be put in place.

6. Upon ceasing to be a Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible any and all copies of Confidential Information which are within my control, in accordance with paragraphs 4.2 and 9.2 - 9.3 of the Order, and to the extent permitted by law.
7. 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 Order.
8. 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 Confidentiality Ring Members for the purposes of the Proceedings and such copies shall be held in accordance with the terms of these undertakings.
9. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
10. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
11. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in 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:

Name:

Date: