



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1639/7/7/24

BETWEEN:

BULK MAIL CLAIM LIMITED

Class Representative

- v -

INTERNATIONAL DISTRIBUTION SERVICES PLC
(formerly ROYAL MAIL PLC)

Defendant

CONSENT ORDER (AMENDED CONFIDENTIALITY RING)

UPON the Parties having agreed to the terms of this Order

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

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)

IT IS ORDERED BY CONSENT THAT:

1 DEFINITIONS

1.1 For the purposes of this Order:

1.1.1 "**Confidential Information**" means information that is Inner Confidentiality Ring Information or Outer Confidentiality Ring Information.

1.1.2 Information that is "**Not Confidential**" is information that is not Confidential Information.

1.1.3 "**Inner Confidentiality Ring Information**" means:

- (a) documents or information provided by a Party or a Third Party (the "**Disclosing Party**") in these Proceedings, including any part of, or information contained within, such a document) which:
 - (i) the Disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 5.1 of this Order or are designated as Inner Confidentiality Ring Information by the Tribunal; and
 - (ii) has not subsequently been re-designated, either by consent or by order of the Tribunal, as either being Not Confidential or as Outer Confidentiality Ring Information; and
- (b) documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;
 - (ii) inter-partes correspondence;
 - (iii) documents filed at the Tribunal such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third party service provider,which contain, reproduce, or reflect the content of the documents/information coming within subparagraph (a); but
- (c) documents will not be Inner Confidentiality Ring Information if they have been redacted so that they no longer contain, reproduce, or reflect the content of the documents/information coming within subparagraph (a).

1.1.4 **"Inner 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 4.1 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 4.1 below) where the Proposing Party has complied with paragraph 4.1.3(b);
- (b) necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals), IT, reprographics staff and clerks, acting under the supervision and/or instructions of those persons identified in (a) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order;
- (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 one of the Parties in connection with these Proceedings to provide eDisclosure or similar services (including the provision of electronic bundles and/or transcription services) in support of those persons identified in (a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Party at least two (2)

working days in advance of the Inner Confidentiality Ring 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 C of the Schedule to this Order.

1.1.5 **"Outer Confidentiality Ring Information"** means:

- (a) documents or information provided by a Disclosing Party in these Proceedings, including a part of, or information contained within, such a document, which:
 - (i) the Disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 5.2 of this Order or are designated as Outer Confidentiality Ring Information by the Tribunal; and
 - (ii) has not subsequently been re-designated, either by consent or by order of the Tribunal, as being Not Confidential; and
- (b) documents such as:
 - (i) working documents created by the receiving Party or its advisers or experts;
 - (ii) inter-partes correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third party service provider, which contain, reproduce or reflect the content of the documents/information provided under subparagraph (a); but
- (c) redacted versions of documents will not be Outer Confidentiality Ring Information if they have been redacted so that they no longer contain, reproduce or reflect the content of the documents/information coming within subparagraph (a).

1.1.6 **"Outer Confidentiality Ring Members"** are:

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 4.1 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order, and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 4.1 below) where the Proposing Party has complied with paragraph 4.1.3(b);
- (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 those persons identified in (b) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order;
- (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and
- (e) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these Proceedings to provide eDisclosure or similar services (including the provision of electronic bundles and/or transcription services) in support of those persons identified in (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Party at least two (2) working days in advance of the Outer Confidentiality Ring 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 D of the Schedule to this

Order.

- 1.1.7 **"Party" or "Parties"** means a party to the Proceedings.
- 1.1.8 **"The Proceedings"** means these proceedings before the Tribunal (Case 1639/7/7/24).
- 1.1.9 **"Third Party"** means a person who is not a Party, but excludes Whistl UK Limited.
- 1.1.10 **"Third Party Confidential Information"** means commercially confidential information belonging to a Third Party.
- 1.1.11 **"Tribunal"** means the Competition Appeal Tribunal.
- 1.1.12 **"Tribunal Rules"** means the Competition Appeal Tribunal Rules 2015.

2 CONFIDENTIAL INFORMATION

- 2.1 Inner Confidentiality Ring Information provided in the context of the Proceedings is to be provided or made available solely to the Inner Confidentiality Ring Members, to be held by them on the terms set out in Part C of the Schedule to this Order, subject to the following paragraphs of this Order.
- 2.2 Outer Confidentiality Ring Information provided in the context of the 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:
 - 2.2.1 if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Order, subject to the following paragraphs of this Order; or
 - 2.2.2 if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Order, subject to the following paragraphs of this Order.
- 2.3 Confidential Information shall not include information which is already published or generally available to the public or becomes published or generally available to

the public, other than through the act or omission of a receiving Party, an Inner Confidentiality Ring Member, or an Outer Confidentiality Ring Member in breach of this Order, rule 102 of the Tribunal Rules, or any other obligation owed to the other Party.

2.4 Subject to paragraph 2.6 below, documents/information containing Confidential Information may be provided or made available to Whistl UK Limited (or their legal representatives) where they:

2.4.1 are or were in Whistl UK Limited's physical possession;

2.4.2 Whistl UK Limited has or has had a right to possession of it; or

2.4.3 Whistl UK Limited has or has had a right to inspect or take copies of it.

2.5 Subject to paragraph 2.6 below, documents/information containing Confidential Information may be provided or made available to Third Parties (or their legal representatives), for the purposes of complying with paragraph 5.4.4(b) of this Order or otherwise, where such information:

2.5.1 is or was in the Third Party's physical possession;

2.5.2 the Third Party has or has had a right to possession of it; or

2.5.3 the Third Party has or has had a right to inspect or take copies of it.

2.6 If a Party wishes to provide or make available documents/information containing Confidential Information to either Whistl UK Limited (or their legal representatives) or a Third Party (or their legal representatives), as applicable, in accordance with paragraphs 2.4 or 2.5 above, then the following procedure shall apply:

2.6.1 the requesting Party shall notify the other Party, specifying: (i) the name and role of the proposed person(s) to whom they intend to provide or make available the documents/information; and (ii) the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents);

2.6.2 following receipt of a notice pursuant to paragraph 2.6.1 above, a recipient of any 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 4 working days that they so object;

2.6.3 if express consent is given by the recipient(s) of any notice under paragraph 2.6.1 or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 4 working day period specified in paragraph 2.6.2 above, no further action is required by the requesting Party; and

2.6.4 if any objection referred to in paragraph 2.6.2 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Party.

2.7 For the avoidance of doubt, the provision of documents/information containing Confidential Information in accordance with paragraphs 2.4 or 2.5 of this Order shall not constitute an unauthorised disclosure.

3 SCOPE OF THE ORDER

3.1 For the avoidance of doubt, nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than via these Proceedings under the terms of this Order.

4 ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

4.1 If a Party (the "**Proposing Party**") wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member (which shall include, but shall not be limited to, any additional expert witness):

4.1.1 it shall notify and request the express written consent of the other Parties (each being a "**Responding 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, a Responding Party shall not unreasonably withhold or delay their consent and if a Responding Party objects to the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, they shall notify the Proposing Party in writing within 3 working days that they so object;

4.1.3 if express consent is given by the Responding Parties, or the Responding Parties fail to give express consent and fail to give written notice of

objection within the 3 working day period specified in paragraph 4.1.2 above:

- (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) 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 or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties;

4.1.4 if any objection referred to in paragraph 4.1.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.

4.2 If a Party wishes to remove a person as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party will notify the other Parties and provide an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties. The Party will also comply with paragraph 7.1.

5 DESIGNATION OF DOCUMENTS/INFORMATION

5.1 Subject to paragraph 5.1.1 of this Order, a Party providing a document/information in connection with these Proceedings may designate that document/information as:
(i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) Not Confidential.

5.1.1 Where a Disclosing Party identifies that a document/information may contain Third Party Confidential Information, the Disclosing Party shall, when providing that document/information, designate that document/information as Inner Confidentiality Ring Information and shall also state that that document/information has been identified as possibly containing Third Party Confidential Information and shall, if possible, identify the relevant Third Party.

5.2 Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the document/information.

5.3 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 Confidential. A Party may alter the designation of a document/information to correct any erroneous designation by notice in writing to the Party that received such document/information. The other Party shall not be responsible for any action taken in the meantime in good faith reliance on the original designation.

5.4 Subject to paragraph 5.4.4 of this Order, 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):

5.4.1 that requesting Party (the “*Requesting Party*”) must provide a written request to the Disclosing Party (copied to the other Parties) specifying the following:

- (a) the relevant Confidential Information;
- (b) the designation the Requesting Party believes is appropriate;
and
- (c) why it is appropriate for the designation of the Confidential Information to be amended;

5.4.2 the Disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 3 working days of having initially received the written request referred to at paragraph 5.5.1 above; and

5.4.3 should the consent referred to in paragraph 5.5.2 above not be obtained, the Requesting Party may apply to the Tribunal for an order that the Confidential Information: should be designated as either: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) Not Confidential (as the requesting Party deems appropriate), provided that notice is given of that application to the other Parties.

5.4.4 where the document/information that the Requesting Party is seeking be redesignated appears to either the Requesting Party or the Disclosing Party to be potentially Third Party Confidential Information, the Parties

shall deal with that document/information in one or other of the following ways:

- (a) The document/information shall not be disclosed outside of the Inner Confidentiality Ring except in redacted form so that the information that may be Third Party Confidential Information has been redacted.
- (b) Carrying out the following procedure:
 - (i) The Requesting Party shall, by its legal representatives who are Inner Confidentiality Ring Members, notify the relevant Third Party (whether by email or other written means), copying the other Parties' solicitors within the Inner Confidentiality Ring, of the Requesting Party's request that the relevant document/information be re-designated.
 - (ii) That Third Party will, by that notice, be invited to, within 4 working days after the date of the notice, object to the proposed re-designation.
 - (iii) If the Third Party does not raise any objection within that timeframe, the re-designation may proceed.
 - (iv) If the Third Party does raise an objection, the re-designation shall not proceed save with the Tribunal's prior permission.

5.5 If the Requesting Party applies to the Tribunal to re-designate the document/information, a copy of the application shall be served on the Third Party at the same email or other address as has been used for communicating with that Third Party about confidentiality issues. The Third Party shall be entitled to submit observations to the Tribunal regarding the proposed re-designation. The Tribunal may prescribe a deadline or timetable for the provision of such observations.

6 PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

6.1 For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in these Proceedings.

- 6.2 A Party that receives Confidential Information in these Proceedings may request that:
- 6.2.1 certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or
 - 6.2.2 certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.
- 6.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- 6.3.1 it shall notify and request the express written consent of the other Party (and, in the case of Third Party Confidential Information, shall also request the consent of the relevant Third Party), and when requesting such written consent, shall specify 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) and provide an explanation of why it is reasonably necessary for the Confidential Information to be provided or made available to such person(s);
 - 6.3.2 following receipt of a notice pursuant to paragraph 6.3.1 above, a recipient of any 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, they shall notify the requesting Party in writing within 4 working days that they so object;
 - 6.3.3 if express consent is given by the recipient(s) of any notice under paragraph 6.3.1 or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 4 working day period specified in paragraph 6.3.2 above:
 - (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as

appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them; and

(b) the Party concerned will provide the written undertaking referred to in paragraph 6.3.3(a) above to the Tribunal and other Party;

6.3.4 if any objection referred to in paragraph 6.3.2 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Party.

7 COPIES OF CONFIDENTIAL INFORMATION

7.1 Subject to the exceptions in paragraph 7.2 below, copies of Confidential Information provided pursuant to this Order (whether in hard or in soft copy) must be destroyed or made inaccessible at the conclusion of these Proceedings, or when an individual ceases to be involved in these Proceedings. Each Party shall notify the other Party that the Confidential Information has been destroyed or made inaccessible (as appropriate).

7.2 The obligation in paragraph 7.1 above is subject to the following exceptions:

7.2.1 Paragraph 7.1 does not apply to solicitors' or counsel's notes.

7.2.2 Paragraph 7.1 does not create an obligation to search for 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, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.

7.2.3 Paragraph 7.1 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.

7.2.4 Paragraph 7.1 does not apply to a Party in respect of the Confidential Information it provided.

- 7.3 In respect of Confidential Information, subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and rule 102 of the CAT Rules shall continue to apply following termination of the Proceedings, and each of the Parties shall continue to treat Confidential Information in accordance with this Order unless the other Party consents or until they have confirmed to the other Party that all Confidential Information held by it or on its behalf has been destroyed.

8 UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 8.1 In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties who provided the Confidential Information in these Proceedings, of all the pertinent facts, and the improperly disclosing Party shall use its best endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and securing the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

9 DISCLOSURE PURSUANT TO COURT ORDER

- 9.1 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 person upon whom the order is served shall immediately give written notice to the legal representatives of the Party or Parties which produced the Confidential Information. If the Party which provided the Confidential Information in these Proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten days of the date on which such written notice was given, the Party against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order.
- 9.2 For the avoidance of doubt, paragraph 9.1 only applies to a Party who is the recipient of Confidential Information provided in these Proceedings and does not apply to the Party which provides the Confidential Information in these Proceedings.

10 GENERAL PROVISIONS

- 10.1 The terms of this Order are 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 the terms of this Order.
- 10.3 There shall be liberty to apply, which shall be on notice to the other Party.
- 10.4 The costs of compliance with and of drafting this Order shall be costs in the case.

11 NOTICES

- 11.1 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.
- 11.2 Service of a Notice must be effected by email.
- 11.3 Notices shall be addressed as follows (or to such other email address or person as either of the Parties may notify to the other Party in accordance with the provisions of this paragraph 11):
 - 11.3.1 Notices for the Defendant shall be marked for the attention of:
Email address: BulkMailCollective@hoganlovells.com
 - 11.3.2 Notices for the Class Representative shall be marked for the attention of:
Email addresses: Andrew.Wanambwa@lewissilkin.com and Nigel.Enticknap@lewissilkin.com

Hodge Malek KC
Chair of the Competition Appeal Tribunal

Made: 7 October 2025
Drawn: 8 October 2025

This part contains the names of Inner Confidentiality Ring Members:

PART A

Defendant

External solicitors

Alexandra Hildyard

Ben Bolderson

(both of Bryan Cave Leighton Paisner LLP)

Edward Coulson

Andrew Leitch

Sam Brown

India Fahy

(all of Hogan Lovells International LLP)

External counsel

Kenneth MacLean KC

Edmund Nourse KC

Roger Mallalieu KC

Andrew McIntyre

External consultants

Matt Hunt

Mat Hughes

Guillaume Aimard

David Vincent

Halina Maladtsova

Rebecca Ruthven

Camelia O'Brien

David Sookias

Mason Hayes

Claudia Beckmann

(all of AlixPartners LLP)

Class Representative

Robin Aaronson – Class Representative
Lesley Ainsworth – Member of Consultative Panel
Roger Witcomb – Member of Consultative Panel

External solicitors

Andrew Wanambwa
Nigel Enticknap
Georgina Fernando
Liam Mayet
(all of Lewis Silkin LLP)

External counsel

Paul Harris KC
Ben Rayment
Will Perry
Reuben Andrews
(all of Monckton Chambers)

Nicholas Bacon KC
(of 4 New Square)

External economists

Dr Chris Williams
Rudi Dedushaj
Alexandros Achilleos
Lucky Dube
(all of HKA Global Limited)

This part contains names of Outer Confidentiality Ring Members (excluding Outer Confidentiality Ring Members who are also Inner Confidentiality Ring Members):

PART B

Defendant

Rina Newman - Senior Legal Advisor, Dispute Resolution
Nicola Elam - Senior Legal Advisor, Competition & Regulation
Daniel Quy - General Counsel and Director of Compliance and Ethics
Luke Ryan - Assistant General Counsel, Dispute Resolution
Matt Newman – Group General Counsel and Company Secretary
Pamela Allsop - Director of Regulation & Competition Policy
Dawn Longman – Head of Competition Economics
Luke Ainger – Head of Competition Law

PART C

UNDERTAKING

(TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **[name]**, [of **company** / a barrister practising from **[chambers name]**] being [legal or other qualification or position] undertake to the Tribunal each of the Parties as follows:

1. I have read a copy of the Tribunal's Order dated [date] and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member (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).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (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 will use the Confidential Information only for the purpose of these Proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (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).
6. The 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 be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

7. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. The production of further copies by me of the documents containing the Inner Confidentiality Ring Information shall be limited to those required for the use of the Inner Confidentiality Ring Members for the purposes of these Proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
9. The production of further copies by me of the documents containing the 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 only and such copies shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 7.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these Proceedings.

Signed:

Name:

Date:

PART D

UNDERTAKING

(TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

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

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 a copy of the Tribunal's Order dated [date] and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (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).
4. I will use the Outer Confidentiality Ring Information only for the purpose of these Proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (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. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

6. The production of further copies by me of the documents containing the 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 only and shall be held in accordance with paragraph 4 of this undertaking.
7. Subject to the exceptions in paragraph 7.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these Proceedings.

Signed:

Name:

Date: