



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No: 1759/7/7/25

**BETWEEN:**

**JLP A&A CLASS REPRESENTATIVE LIMITED**

Proposed Class Representative

- v -

**(1) APPLE INC.**

**(2) APPLE DISTRIBUTION INTERNATIONAL LIMITED**

**(3) AMAZON.COM, INC.**

**(4) AMAZON EUROPE CORE S.À.R.L.**

**(5) AMAZON EU S.À.R.L.**

**(6) AMAZON.COM SERVICES LLC**

Proposed Defendants

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**CONFIDENTIALITY RING ORDER**

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**UPON** the Parties having agreed that documents containing confidential information be subject to the confidentiality terms contained in this Order (the “**Confidentiality Terms**”)

**AND UPON** the parties agreeing that this Confidentiality Ring is for the purposes of the application for a collective proceedings order (including any appeals)

**AND HAVING REGARD TO** the Tribunal’s powers under The Competition Appeal Tribunal Rules 2015 (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**

1.1. For the purposes of these Confidentiality Terms:

- 1.1.1. **“Confidential Information”** means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information but does not include information which is generally available to the public or becomes generally available to the public other than as a result of a breach of this Order.
- 1.1.2. The **“Confidentiality Ring”** shall comprise all persons from time to time designated as Permitted Persons within the meaning of this Order.
- 1.1.3. **“Disclosing Party”** means, in relation to any document, the Party that disclosed that document.
- 1.1.4. **“Guide”** means the Tribunal’s 2015 Guide to Proceedings.
- 1.1.5. **“Inner Confidentiality Ring Information”** means:
- (a) documents or information provided by a Party, including any part of those documents and any information contained within those documents, which:
    - (i) the Disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 3 of this Order; or
    - (ii) are designated as Inner Confidentiality Ring Information by the Tribunal; and
    - (iii) have not subsequently been re-designated not Inner Confidentiality Ring Information, either by consent or by order of the Tribunal; and
  - (b) documents such as:
    - (i) working documents created by the Receiving Party or its advisers or experts;
    - (ii) *inter partes* correspondence;
    - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
    - (iv) transcripts prepared by a third party service provider,which contain or refer to the content of the documents provided under paragraph 1.1.5(a); but
  - (c) redacted versions of the documents described in paragraph 1.1.5(a) above are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents provided under paragraph 1.1.5(a).
- 1.1.6. **“Inner Confidentiality Ring Members”** are:

- (a) those persons listed in Annex A (as amended from time to time) that have provided a copy of their signed undertaking to all Parties in the form set out in Annex C;
- (b) necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1.6(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 C;
- (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and
- (d) any external eDisclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide eDisclosure, or similar services in support of those persons identified at paragraph 1.1.6(a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of the said services, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex C.

1.1.7. **“Outer Confidentiality Ring Information”** means:

- (a) documents or information provided by a Party, including any part of those documents and any information contained within those documents, which:
  - (i) the Disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 3 of this Order; or
  - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and
  - (iii) have not subsequently been re-designated not Outer Confidentiality Ring Information, either by consent or by order of the Tribunal; and
- (b) documents such as:
  - (i) working documents created by the Receiving Party or its advisers or experts;
  - (ii) *inter partes* correspondence;
  - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
  - (iv) transcripts prepared by a third party service provider,

which contain or refer to the content of the documents provided under paragraph 1.1.7(a); but

- (c) redacted versions of the documents described at paragraph 1.1.7(b) above are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents provided under paragraph 1.1.7(a).

1.1.8. **“Outer Confidentiality Ring Members”** are:

- (a) Inner Confidentiality Ring Members;
- (b) those persons listed in Annex B (as amended from time to time) that have provided a copy of their signed undertaking to all Parties in the form set out in Annex D;
- (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 1.1.8(a)–(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 Annex D; and
- (d) any external eDisclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide eDisclosure, or similar services in support of those persons identified at paragraph 1.1.8(a)–(b) above, who may have access to the Outer Confidentiality Ring Information as a necessary consequence of the provision of the said services, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex D.

1.1.9. **“Parties”** means the Proposed Class Representative and the Proposed Defendants (and “Party” shall be construed accordingly).

1.1.10. **“Permitted Persons”** means Inner Confidentiality Ring Members and Outer Confidentiality Ring Members.

1.1.11. **“Proceedings”** means *JLP A&A Class Representative Limited v Apple Inc. & Others* (CAT Case No. 1759/7/7/25) and any relevant subsequent proceedings between the Parties following any granting of the application for the collective proceedings order and any appeal or judicial review in respect of the same.

1.1.12. **“Proposed Class Representative”** means JLP A&A Class Representative Limited.

1.1.13. **“Proposed Defendants”** means Apple Inc., Apple Distribution International Limited, Amazon.com, Inc., Amazon Europe Core S.à.r.l., Amazon EU S.à.r.l. and Amazon.com Services LLC.

- 1.1.14. **“Receiving Party”** means any Party receiving Confidential Information from the Disclosing Party.
- 1.1.15. **“Tribunal”** means the Competition Appeal Tribunal.
- 1.1.16. **“Tribunal Rules”** means the Competition Appeal Tribunal Rules 2015.

## **2. CONFIDENTIAL INFORMATION**

- 2.1. In accordance with paragraph 7.35 of the Guide, Confidential Information is, in broad terms: (i) information the disclosure of which would be contrary to the public interest; (ii) commercial information, the disclosure of which could significantly harm the legitimate business interests of the person(s) or undertaking(s) to which it relates; and/or (iii) information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual’s interests.
- 2.2. Confidential Information provided in the context of the Proceedings includes Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
- 2.3. 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 Annex C to this Order, subject to the following paragraphs of these Confidentiality Terms.
- 2.4. Outer Confidentiality Ring Information provided in the context of the Proceedings is to be provided or made available solely to the Outer Confidentiality Ring Members, to be held by them on the terms set out in Annex D to this Order, subject to the following paragraphs of these Confidentiality Terms.

## **3. DESIGNATION OF CONFIDENTIAL INFORMATION**

- 3.1. Any document containing Confidential Information shall be designated as such by the Party that introduces the document into the Proceedings. The following procedures shall apply:
  - 3.1.1. the Disclosing Party must notify the Receiving Party in writing (in compliance with paragraph 7.46 of the Guide) that it is disclosing a document containing Confidential Information and designate the document as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information;
  - 3.1.2. a designation of ‘not confidential’ means that the document does not contain Confidential Information. For the avoidance of doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied);
  - 3.1.3. failure to provide a designation for a document at the time the document is disclosed means the document shall be deemed not to contain Confidential Information;
  - 3.1.4. the Disclosing Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the Receiving Party; and

- 3.1.5. the designation of any document as containing Confidential Information (and/or its designation as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information) by a Party may be challenged in accordance with paragraph 5 of these Confidentiality Terms.
- 3.2. Each Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:
  - 3.2.1. Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.
  - 3.2.2. Documents or where appropriate the specific text in a document (excluding inter-solicitor correspondence) that is Confidential Information will be highlighted.
  - 3.2.3. Any inter-solicitor correspondence, including correspondence sent by email, referring to any Confidential Information shall be clearly marked “Confidentiality Ring Only”.
  - 3.2.4. Any witness statement, pleading, skeleton argument or other document containing Confidential Information shall be clearly marked “Inner Confidentiality Ring Only” or “Outer Confidentiality Ring Only” as applicable. This marking shall be included on the face of the document where possible, but where not possible (such as in the case of documents provided by way of disclosure), it shall be provided in the relevant covering communication. Further, except in the case of documents provided by way of disclosure, the words in any such document which, if shown to persons who are not members of the Confidentiality Ring, would enable them to know Confidential Information shall be clearly highlighted. Confidential Information should be highlighted in yellow.
  - 3.2.5. 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 prior to disclosing the content of the Confidential Information. Following such an indication to the Tribunal, the Parties agree that Rule 99 of the Tribunal Rules shall apply.

#### **4. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION**

- 4.1. Any and all Confidential Information disclosed into the Confidentiality Ring by each Party or interested party pursuant to this Order shall be held by each Permitted Person on the terms of the undertaking at Annex C or Annex D (as applicable) to this Order.
- 4.2. Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms shall prohibit any Permitted Person from making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (which notes, copies, reports, submissions or other documents would themselves be Confidential Information).
- 4.3. In the event of any disclosure of Confidential Information other than as authorised by these Confidentiality Terms (including any unintentional or inadvertent disclosure):

- 4.3.1. solicitors representing the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;
  - 4.3.2. the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s); and
  - 4.3.3. the improperly disclosing Party shall use all reasonable endeavours to secure the agreement (in writing) of the improper recipient(s) not to further disseminate the Confidential Information in any form.
- 4.4. 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 Party upon whom the order is served shall immediately give written notice to the legal representative of the Party which provided 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 (10) working 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. For the avoidance of doubt, this paragraph applies only 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.

## **5. CHALLENGE TO CONFIDENTIAL DESIGNATION**

- 5.1. The designation by a Party of document(s)/information as (i) Inner Confidentiality Ring Information, (ii) Outer Confidentiality Ring Information, or (iii) not confidential, may be challenged in accordance with the terms below:
- 5.1.1. If a Party wishes to challenge the designation of document(s)/information in the Proceedings, that Party shall write to the Disclosing Party specifying the relevant document(s)/information concerned, the designation the Party considers to be appropriate, and why the requesting Party considers it is reasonable and necessary for the designation of the document(s)/information to be amended.
  - 5.1.2. In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld. Any response shall be given as soon as reasonably possible and in any event within seven (7) working days of receipt of the written request referred to in paragraph 5.1.1.
  - 5.1.3. Should the consent referred to in paragraph 5.1.2 not be obtained from the Disclosing Party, if the Party challenging the confidentiality designation wishes to maintain its challenge, it may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as (i) Inner Confidentiality Ring Information, (ii) Outer Confidentiality Ring Information or (iii) not confidential, pursuant to Rule 101(2). Prior written notice of that application must be given to the other Party. Save for where there are exceptional reasons

that justify a hearing, applications under this paragraph 5.1.3 are to be dealt with on paper by the Tribunal.

5.1.4. Where a Party challenges the designation of Confidential Information, the document(s)/information in question shall continue to have the designation of (i) Inner Confidentiality Ring Information or (ii) Outer Confidentiality Ring Information (as applicable) until such time as the challenge is determined by the Tribunal. Where a challenge is being made to document(s)/information designated not confidential, the document(s)/information in question shall, until such time as the challenge is determined by the Tribunal, be treated as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (as applicable based on the designation being sought by the challenging Party).

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

## **6. ADDITION OR REMOVAL OF PERMITTED PERSONS**

6.1. A Party (the “**Proposing Party**”) seeking to designate an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member must:

6.1.1. seek permission in writing from the other Parties for the additional person to be designated as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member; and

6.1.2. when requesting such written permission, provide details of that person’s name, role, and an explanation of why the requested designation is reasonable and necessary.

6.2. The other Parties shall confirm within five (5) clear working days of receipt of the written request referred to in paragraph 6.1 whether they consent to the additional person being designated as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member (as applicable). Such consent shall not be unreasonably withheld.

6.3. If any other Party does not consent under paragraph 6.2 to the person being designated as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member, then that other Party must provide written reasons for why permission is refused within five (5) clear working days of receipt of the written request referred to in paragraph 6.1.

6.4. If a Party neither confirms nor refuses consent in accordance with paragraph 6.2 or 6.3 above, then following the expiry of five (5) clear working days, the additional person shall be required to sign the undertaking at Annex C or Annex D (as applicable) and provide a copy of the signed undertaking to the other Parties. They will then be designated as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member (as applicable).

6.5. If an objection referred to in paragraph 6.3 above is received, the Proposing Party may apply to the Tribunal, provided written notice of such application is given to the other Parties. The additional person will become an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member (as applicable) if the Tribunal so orders. Such

additional person shall sign the undertaking at Annex C or Annex D (as applicable) and provide a copy of the signed undertaking to the other Parties.

- 6.6. If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Parties and provide an amended version of Annex A or Annex B (as applicable) to the other Parties. The Party must also comply with paragraphs 7.2 and 7.3 by notifying the person to be removed as a Permitted Person that such person must immediately destroy or make inaccessible all Confidential Information in their possession. For the avoidance of doubt, a Party may only remove a Permitted Person from their own Party.
- 6.7. The Parties shall keep Annex A and Annex B updated and shall provide an updated Annex A and Annex B to the Tribunal upon request by the Tribunal. For the avoidance of doubt, there is no requirement to amend this Order when updating the Permitted Persons listed in Annex A and Annex B.

## **7. PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS**

- 7.1. Nothing in this Order prevents a Party from sharing (or from consenting to the sharing of) Confidential Information provided by that Party in the Proceedings.
- 7.2. A Party that receives Confidential Information in the Proceedings may request that:
  - 7.2.1. 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
  - 7.2.2. certain Inner Confidentiality Ring Information is to be provided or made available to one or more persons who are Outer Confidentiality Ring Members or who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members.
- 7.3. If a Party wishes such Confidential Information to be provided or made available to such persons:
  - 7.3.1. it shall notify and request the express written consent of the Disclosing 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 document(s)/information 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);
  - 7.3.2. following receipt of a notice pursuant to paragraph 7.3.1 above, the recipient of such notice shall not unreasonably withhold or delay their consent and if the recipient objects to the Confidential Information being provided or made available to the proposed person(s), they shall notify the requesting Party in writing within 5 working days of receipt of the notice that they so object, save that the requesting Party shall not unreasonably withhold consent to an extension of time for this purpose where it is reasonably required in view of the nature and/or number of document(s)/information that is the subject of the request;

7.3.3. if the recipient required to be provided with notice under paragraph 7.3.1 gives express consent or fails to give written notice of objection within the 5 working day period specified in paragraph 7.3.2 above (or within any extended time period the Parties have agreed):

- (a) the additional person will be required to give the written undertaking in the terms of Annex C or Annex D to this Order (as applicable), amended to list the specific document(s)/information that is to be provided or made available to them;
- (b) the Party concerned will provide the written undertaking referred to in paragraph 7.3.3(a) above to the other Party; and
- (c) on the completion of those steps, the additional person may be provided with the document(s)/information requested.

7.4. If any objection referred to in paragraph 7.3.2 above is received within the 5 working day period specified, the requesting party may apply to the Tribunal for an order that the Confidential Information may be disclosed to the additional person(s), provided that prior written notice is given of such application to the other Party. The additional person may be provided with the Confidential Information if the Tribunal so orders.

## **8. COPIES OF CONFIDENTIAL INFORMATION**

8.1. The production of copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.

8.2. Subject to the exceptions in paragraph 7.3 below, at the conclusion of the Proceedings, or when that Party or Permitted Person ceases to be involved in the Proceedings, the relevant Party shall notify its Permitted Persons that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information (in both hard and soft copy) in their possession. Each Party shall notify the remaining Parties within a reasonable period of time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

8.3. The obligations in paragraph 7.2 above and at paragraph 4 of the undertakings at Annex C or Annex D to this Order (as applicable) are subject to the following exceptions:

8.3.1. solicitors' or counsel's notes are not covered (subject to continued compliance with all other Confidentiality Terms);

8.3.2. there is no obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist but which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies;

8.3.3. a Party's copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings as well as lawyer work product referring to Confidential Information are not covered, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents; and

8.3.4. the provisions above do not apply to a Party in respect of the Confidential Information it provided.

## 9. DISCLOSURE OF CONFIDENTIAL DATA

9.1. The following additional conditions will apply to the disclosure of quantitative data which is intended by the Proposed Defendants to be designated as Inner Confidentiality Ring Information (the “**Data**”):

9.1.1. prior to the disclosure of the Data, the Proposed Defendants will inform the Proposed Class Representative that the Data to be disclosed is subject to the conditions of this paragraph 9 and the Proposed Class Representative will confirm its agreement that this paragraph applies;

9.1.2. the Data will only be downloaded to, and stored on, secure computers (whether local or remotely accessible), that are protected by commercially reputable firewall software, and are kept in secured premises, or on secure cloud-based systems, in all cases accessible only using unique and complex passwords and/or biometric authentication;

9.1.3. the Data will be encrypted when at rest on and in transit to any cloud-based storage system;

9.1.4. the Data and any secure computers containing the Data will be in the custody of and accessible (only with password and/or biometric authentication) to only the specific consultants who will be performing data analysis in this case and have given a signed undertaking in the terms of Annex C;

9.1.5. the Data will never be stored in or transmitted through a medium that involves a third-party possessing the Data (save to the extent necessary to transmit data directly to any cloud-based system compliant with paragraph 9.1.2). The Data will not be transferred to portable data storage or data transfer devices; and

9.1.6. within 30 days of the final disposition of the Proceedings, the Proposed Class Representative will ensure that any person or organisation provided with the Data has destroyed the Data and any copies of the Data, and will notify the Defendants within a reasonable time that the Data has been destroyed.

## 10. NOTICES

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

10.2. Service of a Notice must be effected by email.

10.3. Notices shall be addressed as follows:

10.3.1. Notices for the Proposed Class Representative shall be marked for the attention of Hausfeld & Co. LLP and sent to:

Email addresses: [scampbell@hausfeld.com](mailto:scampbell@hausfeld.com) ; [hausfeldlepatourel@hausfeld.com](mailto:hausfeldlepatourel@hausfeld.com)

Reference: SC/CLB/AL/510251

10.3.2. Notices for the Proposed First and Second Defendants shall be marked for the attention of Freshfields LLP and sent to:

Email addresses:

Reference:

10.3.3. Notices for the Proposed Third to Sixth Defendants shall be marked for the attention of Cleary Gottlieb Steen & Hamilton LLP, and sent to:

Email addresses:

Reference:

## **11. GENERAL PROVISIONS**

11.1. These Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.

11.2. Subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 of the Tribunal 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 relevant Disclosing Party consents to it being treated otherwise or until one Party has confirmed to the relevant Disclosing Party that all Confidential Information held by it or on its behalf has been destroyed or made inaccessible.

11.3. In the event of any anticipated or actual breach of these Confidentiality Terms, any Party may seek to enforce the Confidentiality Terms.

11.4. These Confidentiality Terms and any undertakings given in relation to them are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

11.5. Nothing in these Confidentiality Terms or the Annexes to this Order shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Tribunal Rules, and any applicable professional obligations.

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

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

The Honourable Mrs Justice Bacon  
President of the Competition Appeal Tribunal

Made: 16 April 2026  
Drawn: 16 April 2026

ANNEX A

**The Proposed Class Representative's Inner Confidentiality Ring Members**

<i>The Proposed Class Representative</i>
Justin Le Patourel
<i>Counsel</i>
Tom de la Mare KC (Blackstone Chambers)
David Scannell KC (Brick Court Chambers)
David Went (Exchange Chambers)
Tom Coates (Blackstone Chambers)
<i>Instructing solicitors, Hausfeld &amp; Co. LLP</i>
Scott Campbell
Charles Laporte-Bisquit
Adrian Langley
Charles Gibbs
Colum Tremayne
Saana Saveljeff
George Bailey
<i>Expert economists, Fideres</i>
Chris Pike

**The Proposed First and Second Defendants' Inner Confidentiality Ring Members**

<i>Counsel</i>
<i>Instructing solicitors, Freshfields LLP</i>
<i>Expert economists,</i>

**The Proposed Third to Sixth Defendants' Inner Confidentiality Ring Members**

<i>Counsel</i>
<i>Instructing solicitors, Cleary Gottlieb Steen &amp; Hamilton LLP</i>
<i>Expert economists,</i>

**ANNEX B**

**The Proposed Class Representative's Outer Confidentiality Ring Members**

[Not yet used]

**The Proposed First and Second Defendants' Outer Confidentiality Ring Members**

<i>Representatives of the Proposed First and Second Defendants</i>

**The Proposed Third to Sixth Defendants' Outer Confidentiality Ring Members**

<i>Representatives of the Proposed Third to Sixth Defendants</i>

## **ANNEX C: UNDERTAKING TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS**

In respect of any Confidential Information disclosed 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.

The terms used but not defined in this document shall have the meaning given to them in this Order (including in the Confidentiality Terms in relation to this Order attached to, or accompanying, this document).

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

1. I have read a copy of this Order and understand the implications of this Order, the provisions of the Confidentiality Terms and the giving of 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. My obligations in these undertakings shall apply equally to any documents or information which incorporate Confidential Information (or part thereof) or any information contained therein, as defined in paragraph 1.1.1 of the Confidentiality Terms.
3. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any Inner Confidentiality Ring Information to persons who are not Inner Confidentiality Ring Members or authorise, enable or assist any person to do so.
4. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any Outer Confidentiality Ring Information to persons who are not Outer Confidentiality Ring Member or authorise, enable or assist any person to do so.
5. Upon ceasing to be a Permitted Person by ceasing to be involved in the Proceedings or by the conclusion of the Proceedings, I will promptly destroy (in both hard and soft copy) (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 7.2 and 7.3 of the Confidentiality Terms.
6. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Tribunal Rules and am aware of and will comply with the obligations imposed by those Rules.
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 Confidentiality Terms.
8. I will otherwise comply with the Confidentiality Terms and/or, as the case may be, take all steps within my power to ensure that the Confidentiality Terms are complied with, including by not disclosing Confidential Information to persons other than relevant Permitted Persons, or assisting or enabling any person to do so.

9. 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 will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
10. 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 will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
11. The production of further copies by me of the documents containing Inner Confidentiality Ring Information shall be limited to that reasonably required for the use of the Inner Confidentiality Ring Members for the purposes of the Proceedings only and shall be held in accordance with these undertakings.
12. The production of further copies by me of the documents containing Outer Confidentiality Ring Information shall be limited to that reasonably required for the use of the Outer Confidentiality Ring Members for the purposes of the Proceedings only and shall be held in accordance with these undertakings.
13. 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.
14. 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.
15. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Date:

## **ANNEX D: UNDERTAKING TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS**

In respect of any Confidential Information disclosed 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.

The terms used but not defined in this document shall have the meaning given to them in this Order (including in the Confidentiality Terms in relation to this Order attached to, or accompanying, this document).

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

1. I have read a copy of this Order and understand the implications of this Order, the provisions of the Confidentiality Terms and the giving of 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. My obligations in these undertakings shall apply equally to any documents or information which incorporate Confidential Information (or part thereof) or any information contained therein, as defined in paragraph 1.1.1 of the Confidentiality Terms.
3. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any such Confidential Information to persons who are not Permitted Persons or authorise, enable or assist any person to do so.
4. Upon ceasing to be a Permitted Person by ceasing to be involved in the Proceedings or by the conclusion of the Proceedings, I will promptly destroy (in both hard and soft copy) (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 7.2 and 7.3 of the Confidentiality Terms.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Tribunal Rules and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Confidentiality Terms.
7. I will otherwise comply with the Confidentiality Terms and/or, as the case may be, take all steps within my power to ensure that the Confidentiality Terms are complied with, including by not disclosing Confidential Information to persons other than relevant Permitted Persons, or assisting or enabling any person to do so.
8. The documents containing any Confidential Information will remain in my custody or the custody of another Permitted Person at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Confidential Information shall be limited to that reasonably required for the use of the Permitted

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

10. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
11. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
12. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Date: