



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1749/7/7/25

BETWEEN:

ASSOCIATION OF CONSUMER SUPPORT ORGANISATIONS LTD

Proposed Class Representative

- v -

- (1) AMAZON.COM, INC.**
- (2) AMAZON EUROPE CORE S.À.R.L.**
- (3) AMAZON EU S.À.R.L.**
- (4) AMAZON UK SERVICES LTD.**
- (5) AMAZON PAYMENTS UK LIMITED**

Proposed Defendants

ORDER (Interim Confidentiality Ring)

UPON the Proposed Class Representative and the Proposed Defendants (the “**Parties**”) having agreed that a confidentiality ring is required in the above-named proceedings (the “**Proceedings**”) in respect of the disclosure of confidential versions of the ATE Policy, Anti-Avoidance Endorsement and Litigation Funding Agreement (as defined below)

AND HAVING REGARD TO the Tribunal’s powers under the Competition Appeal Tribunal Rules 2015 (the “**Tribunal Rules**”) (and in particular, Tribunal 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 purpose of these terms (the “**Confidentiality Terms**”):

- 1.1.1 “**Anti-avoidance Endorsement**” means ‘Endorsement No. 1’ appended to the ATE Policy, issued by Litica in favour of Woodsford Group Limited (company number 07327885) and Woodsford Litigation Funding 55 LLP (company number OC449036) in respect of Policy Number LIT/UK/2025/02714.
- 1.1.2 “**ATE Policy**” means the Funder Adverse Costs Indemnity Insurance Policy (Policy Number LIT/UK/2025/02714) underwritten by the insurers identified therein and administered by Litica Ltd.
- 1.1.3 “**Confidential Information**” means the confidential versions of the ATE Policy, Anti-Avoidance Endorsement and Litigation Funding Agreement.
- 1.1.4 “**Disclosing Party**” means the Proposed Class Representative.
- 1.1.5 “**Litigation Funding Agreement**” means the Litigation Funding Agreement dated 16 April 2025 between Woodsford Litigation Funding 55 LLP, Woodsford Group Limited and the Association of Consumer Support Organisations Ltd.
- 1.1.6 “**Party**” means the Proposed Class Representative or the Proposed Defendants.
- 1.1.7 “**Permitted Persons**” means:
 - (a) those persons listed in Annex A that have provided a copy of their signed undertakings to all Party(ies) and the Tribunal in the form set out in Annex 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 the persons identified at paragraph 1.1.7(a) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information; and
 - (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel).

- 1.1.8 “**Proceedings**” means the CAT Case 1749/7/7/25: Association of Consumer Support Organisations Ltd v Amazon.com, Inc., Amazon Europe Core S.À.R.L., Amazon EU S.À.R.L., Amazon UK Services Ltd, Amazon Payments UK Limited.
- 1.1.9 “**Proposed Class Representative**” means the Association of Consumer Support Organisations Ltd.
- 1.1.10 “**Proposed Defendants**” means Amazon.com, Inc., Amazon Europe Core S.À.R.L., Amazon EU S.À.R.L., Amazon UK Services Ltd, Amazon Payments UK Limited.
- 1.1.11 “**Receiving Party**” means the Proposed Defendants or any of them.
- 1.1.12 “**Tribunal**” means the Competition Appeal Tribunal.

2. CONFIDENTIAL INFORMATION

- 2.1 Within four (4) working days of the receipt by the Parties of the sealed Order, the Proposed Class Representative will provide the Confidential Information to the email address: covamzacsocpo@cov.com. The Confidential Information is to be provided or made available solely to the Permitted Persons listed in Annex A, to be held by them on the terms set out in Annex B of these Confidentiality Terms, subject to the following paragraphs of these Confidentiality Terms.
- 2.2 Each Party wishing to refer to the Confidential Information during the hearing of the Proposed Class Representative’s application for a collective proceedings order scheduled to take place on 5 October 2026, with 6 October 2026 in reserve, shall indicate to the Tribunal that the document contains Confidential Information prior to disclosing the Confidential Information. Following such an indication to the Tribunal, the parties agree that Tribunal Rule 99 shall apply.

3. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

- 3.1 Disclosure and inspection of the Confidential Information shall be restricted to the Permitted Persons on the basis that:
- 3.1.1 the recipient Permitted Person holds the Confidential Information on the terms set out in Annex B;
- (a) the Confidential Information will be treated by the Permitted Person as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and
- (b) no such Permitted Person will, save as expressly provided for by the Confidentiality Terms, discuss, disclose, copy, reproduce or distribute any Confidential Information.
- 3.1.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms shall prohibit any Permitted Person from:
- (a) 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); and

- (b) disclosing any Confidential Information to any other person who is a Permitted Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.
- 3.1.3 In the event of any disclosure of any Confidential Information by the Receiving Party other than as authorised by these Confidentiality Terms (including any unintentional or inadvertent disclosure):
 - (a) solicitors representing the Receiving Party shall immediately notify the improper recipient(s) and the solicitors for the Disclosing Party;
 - (b) the Receiving Party shall use all reasonable endeavours to prevent further unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s); and
 - (c) the Receiving Party shall use all reasonable endeavours to secure the agreement of the improper recipient(s) not to further disseminate the Confidential Information in any form.
- 3.2 Nothing in these Confidentiality Terms shall prevent or prohibit the Receiving Party from disclosing Confidential Information to a person who is not a Permitted Person and/or referring to such documents or information in a public hearing insofar as any such disclosure has been authorised in writing by the Disclosing Party, and/or taking any action which is required by applicable law or by a court of competent jurisdiction. In these circumstances, the Receiving Party may produce such Confidential Information but shall take all reasonable measures to ensure the Confidential Information is treated in accordance with these Confidentiality Terms.
- 3.3 If at any time any Confidential Information is made the subject of a court order requiring the Receiving Party to give disclosure or discovery (or similar) including where required to do so by the operation of law or by order of a regulatory body of competent jurisdiction anywhere in the world, the Receiving Party shall give written notice to the legal representatives of the Disclosing Party as soon as reasonably practicable. If the Disclosing Party 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 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 these Confidentiality Terms.
- 4. GENERAL PROVISIONS**
- 4.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.
- 4.2 The Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 4.3 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 Tribunal Rules shall continue to apply following termination of the Proceedings, and the Receiving Party shall continue to treat Confidential Information (including hard and soft copies of such Confidential Information) in accordance with this Order until they have confirmed to the Disclosing Party that all Confidential Information held by it or on its behalf has been destroyed (insofar as technologically feasible) or made inaccessible.

- 4.4 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.
- 4.5 Nothing in these Confidentiality Terms or the Annexes to these Terms shall prevent or prohibit any Permitted Persons 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.

Sir Peter Roth

Chair of the Competition Appeal Tribunal

Made: 11 September 2026

Drawn: 11 September 2026

Annex A

The Proposed Defendants' Permitted Persons

In-House Counsel

Rahima Laird

Markus Burckhardt

Chris Meyers

Joanna Jungowski

Barbara Scarafia

Alexis Collins

Nate Sutton

Cristina Fernandez

Aaron Ross

Counsel

Daniel Piccinin KC

Kristina Lucakova

Alexandra Breckenridge

Solicitors (Covington & Burling LLP)

Louise Freeman

Mark Simpson

Sinead McLaughlin

Natalie Puddicombe

Bithia Large

Mark Gillis

Julia Wilson

Emilia De Rosa

Michael Gilks

Daniela Pinho

Annex B

In respect of the Confidential Information disclosed pursuant to this Order, each Permitted Person undertakes that they will comply with the following requirements to the extent applicable. The defined terms in this Order are used in this Annex.

I, [insert name], of [firm, company, or establishment] being [legal or other title] and regulated so far as my professional conduct is concerned [by regulatory body, if any] undertake to 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 these undertakings.
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 1.1.3 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, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession, in accordance with paragraphs 4.3 of the Confidentiality Terms.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with 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. 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 Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: