IN THE COMPETITION APPEAL TRIBUNAL

Case No: 1773/7/7/26

BETWEEN:

AGC COLLECTIVE ACTIONS LIMITED

Proposed Class Representative

- v -

(1) ALPHABET INC.
(2) GOOGLE LLC
(3) GOOGLE IRELAND LIMITED
(4) GOOGLE UK LIMITED

Proposed Defendants

CONFIDENTIALITY RING ORDER

UPON the parties to the above-named proceedings having agreed that documents containing confidential information be subject to the confidentiality terms contained in this Order (the **Confidentiality Terms**)

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 information or Data which has been designated or otherwise identified by a Disclosing Party for the purposes of this Order, but does not include Excluded Information.

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. **Data** means data retrieved from a database, for example data reflecting transactions made through any of the Proposed Defendants' businesses operating in the field of online display advertising and other data linked to that transaction data.

1.1.4. **Proposed Defendants** means Alphabet Inc., Google LLC, Google Ireland Limited and Google UK Limited.

1.1.5. **Disclosing Party** means, in relation to any document, the Party that disclosed that document.

1.1.6. **Excluded Information** means that the following is not to be categorised as Confidential Information:

(a) Information which becomes generally available to the public (other than as a result of a breach of this Order);

(b) Information that was lawfully in the possession of a Party before the information was disclosed to it pursuant to this Order;

(c) Information the Parties agree in writing is not confidential;

(d) 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

(e) 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.

1.1.7. **Guide** means the Tribunal's 2015 Guide to Proceedings.

1.1.8. **Parties** means the Proposed Class Representative and the Proposed Defendants.

1.1.9. **Permitted Persons** means:

(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 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, third-party transcription service providers, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1.9(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 B;

(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 1.1.9(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2)

working days in advance of the Confidential Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B.

1.1.10. **Proceedings** means these proceedings between AGC Collective Actions Limited and Alphabet Inc. and others (Case Nos 1773/7/7/26).

1.1.11. **Receiving Party** means any Party receiving Confidential Information from the Disclosing Party.

1.1.12. **Tribunal** means the Competition Appeal Tribunal.

1.1.13. **Tribunal Rules** means the Competition Appeal Tribunal Rules 2015.

2. CONFIDENTIAL INFORMATION

2.1. Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held by them on the terms set out in Annex B to this Order, subject to the following paragraphs of these Confidentiality Terms.

2.2. 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.

2.3. A Party should identify or designate a document or any part thereof as being "Confidential Information" only if it contains confidential information within the meaning of paragraph 2.2 above.

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 the identification requirements of paragraph 7.46 of the Guide) that it is disclosing a document containing Confidential Information. The Proposed Defendants are not required to provide a reasoned basis for that designation unless and until paragraph 3.3.2 applies;

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 of the Tribunal Rules 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 by a Party may be challenged in accordance with paragraph 6 of these Confidentiality Terms.

3.2. The Proposed Defendants will be required to review any document they have designated as containing Confidential Information pursuant to paragraph 3.1 only to the extent that:

3.2.1. any Party refers to that document in a document filed with the Tribunal in the Proceedings (including a skeleton argument, witness statement or expert report);

3.2.2. the Parties agree that the document shall be included in any hearing bundle prepared in the Proceedings; or

3.2.3. the Proposed Class Representative otherwise indicates to the Proposed Defendants in writing and in good faith that it may refer to the document at a hearing in the Proceedings.

3.3. Following a manual review by the Proposed Defendants required pursuant to paragraph 3.2, the Proposed Defendants shall inform the Proposed Class Representative in writing, no later than fourteen (14) days after their receipt of notice that the document will be relied on in the manner set out in paragraphs 3.2.1 to 3.2.3 above (for the avoidance of doubt, receipt of a document filed in the Proceedings constitutes notice that documents referenced therein are to be introduced in the Proceedings in accordance with paragraph 3.2.1), whether they are:

3.3.1. amending the designation of the document to 'not confidential'; or

3.3.2. maintaining the designation of the document as containing Confidential Information. If the Proposed Defendants maintain that designation, they shall provide a reasoned basis for maintaining it in accordance with paragraph 7.47 of the Guide and provide a non-confidential copy of the document with the Confidential Information redacted within twenty-eight (28) working days.

3.4. The deadlines in paragraph 3.3 may be extended by agreement between the Parties. Consent to a request for an extension shall not be unreasonably withheld.

3.5. Each Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:

3.5.1. Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.

3.5.2. Documents or where appropriate the specific text in a document (excluding inter-solicitor correspondence) that is Confidential Information will be highlighted.

3.5.3. Any inter-solicitor correspondence, including correspondence sent by email, referring to any Confidential Information shall be clearly marked "Confidentiality Ring Only".

3.5.4. Any witness statement, pleading, skeleton argument, or other document containing Confidential Information shall be clearly marked "Confidentiality Ring Only". 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.

3.5.5. 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.

3.5.6. The designated document should clarify which Party the Confidential Information (or claim to confidentiality, as the case may be) belongs to or whether it belongs to a third party.

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 B 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. DEFENDANTS' DATA

5.1. The following additional conditions will apply to Data:

5.1.1. 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 5;

5.1.2. The Data will only be downloaded or transferred to, and stored on secure computers and secure cloud environments where 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 B to this Order;

5.1.3. The Data will not be transferred by a receiving Party to portable data storage or portable data transfer devices, except to secure computers; and

5.1.4. 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 Proposed Defendants within a reasonable time that the Data has been destroyed.

5.1.5. Paragraph 5.1.4 does not create an obligation to search for transitory or deeply stored copies of the Data which may exist on the computer system of a receiving Party and which cannot be recovered without special measures, provided that such Data will be promptly deleted in the event of restoration of such copies.

6. CHALLENGE TO CONFIDENTIAL DESIGNATION

6.1. The designation of Confidential Information by a Party may be challenged in accordance with the terms below:

6.1.1. If a Party wishes to challenge the designation of Confidential Information, that Party shall write to the Disclosing Party specifying the relevant document/information concerned and why the requesting Party considers the information not to constitute Confidential Information.

6.1.2. 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 6.1.1.

6.1.3. If the Party challenging confidentiality wishes to maintain its challenge following receipt of the Disclosing Party's response pursuant to paragraph 6.1.2, it may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as Confidential Information 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 6.1.3 are to be dealt with on paper. For the avoidance of doubt, the confidentiality designation of the document(s) in question shall remain at their initial designation until the Tribunal makes its determination.

6.2. The deadlines in this paragraph 6 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.

7. ADDITION OR REMOVAL OF PERMITTED PERSONS

7.1. A Party (the **Proposing Party**) seeking to designate an additional person as a Permitted Person must:

7.1.1. seek permission in writing from the other Parties for the additional person to be designated as a Permitted Person; and

7.1.2. when requesting such written permission, provide details of that person's name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.

7.2. The other Parties shall confirm within five (5) clear working days of receipt of the written request referred to in paragraph 7.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.

7.3. If any other Party does not consent under paragraph 7.2 to the person being designated a Permitted Person, 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 7.1.

7.4. If a Party neither confirms nor refuses consent in accordance with paragraph 7.2 or 7.3 above, then following the expiry of five (5) clear working days, the additional person shall be required to sign the undertaking at Annex B and provide a copy of the signed undertakings to the other Parties and the Tribunal. They will then be designated as a Permitted Person.

7.5. If an objection referred to in paragraph 7.3 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 a Permitted Person if the Tribunal so orders. Such additional person shall sign the undertaking at Annex B and provide a copy of the signed undertaking to the other Parties and the Tribunal.

7.6. If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Parties and the Tribunal. For the avoidance of doubt, a Party may only remove a Permitted Person from their own Party.

7.7. The Parties shall keep Annex A updated, and shall provide an updated Annex A to the Tribunal when additional persons are being designated as a Permitted Person together with providing the Tribunal with a copy of the signed undertaking and/or when a person is removed as a Permitted Person in accordance with paragraph 7.6. For the avoidance of doubt, there is no requirement to amend this Order when updating the Permitted Persons listed in Annex A.

8. COPIES OF CONFIDENTIAL INFORMATION

8.1. 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.

8.2. Subject to the obligation in relation to Data in paragraph 5.1.5 above and the exception in paragraph 8.3 below, at the conclusion of the Proceedings or when a Party or Permitted Person ceases to be involved in the Proceedings, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) shall continue to be treated in accordance with this Order unless a Party confirms in writing to the other Parties that the relevant copies of the Confidential Information have been destroyed or made inaccessible. For the avoidance of doubt, any Party that has not confirmed the destruction or inaccessibility of all or any copies of Confidential Information shall continue to treat such copies of Confidential Information in accordance with the terms of this Order.

8.3. Paragraph 8.2 above does not apply to a Party with respect to the Confidential Information where that Party was first responsible for designating the Confidential Information under any of the Confidentiality Terms.

9. NOTICES

9.1. 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.

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

9.3. Notices shall be addressed as follows:

9.3.1. Notices for the Proposed Class Representative shall be marked for the attention of KP Law Limited and sent to:

Email addresses: emma.birch@kpl.co.uk

james.matthews@kpl.co.uk

kpladtech@kpl.co.uk

9.3.2. Notices for the Proposed Defendants shall be marked for the attention of Freshfields LLP, and sent to:

Email addresses: nicholas.frey@freshfields.com

jessica.steele@freshfields.com

christine.simpson@freshfields.com

$ProjectSterlingExternal@freshfields.com

10. GENERAL PROVISIONS

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

10.2. 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.

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

10.4. 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.

10.5. 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.

10.6. There shall be liberty to apply.

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

The Honourable Mr Justice Leech
Chair of the Competition Appeal Tribunal

Made: 9 November 2026
Drawn: 9 November 2026

ANNEX A

CRO Members

The Proposed Class Representative's Permitted Persons

The Proposed Class Representative

Mr Adam Grant Collinson

The Proposed Class Representative's legal team

Adam Aldred
Mark Brealey KC
Nicholas Khan KC
Hugh Whelan

Emma Birch
Kelly Bracken
Duncan Hedar
James Matthews
Adriarna Milloy
Eguono Ogueh
Ufedo Omale
Peter Ribbins

The Proposed Class Representative's external economists (Keystone)

George Charlson
Andrea Coscelli
David Liedig
Simon Ma
Francesca Montrasio
Federico Ricca

The Proposed Class Representative's consultative panel

Lord Christopher Bellamy KC
Cento Veljanovski

The Proposed Defendant's Permitted Persons

The Defendants – Officers, Directors and Employees at Alphabet Inc. Google LLC, Google Ireland Limited, Google UK Limited
Paul Colpitts
Mara Boundy
Counsel
Meredith Pickford KC (Monckton Chambers)
Conall Patton KC (One Essex Court)
Natasha Simonsen (Blackstone Chambers)
Natalie Nguyen (Monckton Chambers)
Jason Pobjoy KC (Blackstone Chambers)
Solicitors, Freshfields LLP
Nicholas Frey
Jessica Steele
Christine Simpson
Rebecca Withey
Tara Ahluwalia
Nicholas Wilson
Holly Adams
Gwyneth Quek
Cameron MacDonald
Bethany Downey
Lydia Ream
Eimear O'Sullivan
Amalia Albu
Expert Economists
Yi Ling Ng (RBB Economics)
Adrian Majumdar (RBB Economics)
Toby Watt (RBB Economics)
Jane Rosenberg (RBB Economics)
Hong Cao (RBB Economics)
Michele Salatino (RBB Economics)

ANNEX B

In respect of any Confidential Information disclosed pursuant to this Order, each Permitted Person 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 a Permitted Person [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 8.2 and 8.3 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. 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: