



IN THE COMPETITION
APPEAL TRIBUNAL

Case Nos: 1282/7/7/18
1289/7/7/18

BETWEEN:

UK TRUCKS CLAIM LIMITED

Applicant/Proposed Class Representative

- and -

- (1) FIAT CHRYSLER AUTOMOBILES N.V.
- (2) CNH INDUSTRIAL N.V.
- (3) IVECO S.P.A.
- (4) IVECO MAGIRUS AG
- (5) DAIMLER AG

Respondents/Proposed Defendants

- and-

- (1) DAF TRUCKS N.V.
- (2) DAF TRUCKS DEUTSCHLAND GMBH
- (3) MAN TRUCK & BUS AG
- (4) VOLVO LASTVAGNAR AKTIEBOLAG

Objectors

AND BETWEEN:

ROAD HAULAGE ASSOCIATION LIMITED

Applicant/Proposed Class Representative

- and -

- (1) MAN SE
- (2) MAN TRUCK & BUS AG
- (3) MAN TRUCK & BUS DEUTSCHLAND GMBH
- (4) FIAT CHRYSLER AUTOMOBILES N.V.
- (5) CNH INDUSTRIAL N.V.
- (6) IVECO S.P.A.
- (7) IVECO MAGIRUS AG
- (8) PACCAR INC
- (9) DAF TRUCKS N.V.
- (10) DAF TRUCKS DEUTSCHLAND GMBH

Respondents/Proposed Defendants

- and-

(1) DAIMLER AG
(2) VOLVO LASTVAGNAR AKTIEBOLAG

Objectors

CONFIDENTIALITY RING ORDER

UPON reading Daimler AG's and the Road Haulage Association Limited's letters to the Tribunal, respectively, regarding the treatment of Confidential Information (as defined below)

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).

IT IS ORDERED THAT:

DEFINITIONS

1. For the purposes of this Order:
 - 1.1. "***Confidential Information***" means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
 - 1.2. "***Inner Confidentiality Ring Information***" means:
 - (a) documents or information provided by a Party or Parties in these proceedings, including any part of those documents and any information contained within those documents which:
 - i. the Party providing the Confidential Information has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
 - ii. are designated as Inner Confidentiality Ring Information by the Tribunal; and
 - (b) documents such as:
 - i. working documents created by a 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/information provided under (a).

For the avoidance of doubt, redacted versions of the documents described at (b) 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 or information provided under (a).

1.3 ***“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 5 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 5 below) where the proposing Party has complied with paragraph 5.3(b);
- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, 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; and
- (c) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar 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 Parties, 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.

1.4 ***“Outer Confidentiality Ring Information”*** means:

- (a) documents or information provided by a Party or Parties in these proceedings, including any part of those documents and any information contained within those documents which:
 - i. the Party providing the Confidential Information has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
 - ii. are designated as Outer Confidentiality Ring Information by the Tribunal; and
- (b) documents such as:
 - i. working documents created by a 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, documents provided under (a).

For the avoidance of doubt, redacted versions of the documents described at (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 or information provided under (a).

1.5 ***“Outer Confidentiality Ring Members”*** are:

- (a) Inner Confidentiality Ring Members;
- (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 5 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 5 below) where the proposing Party has complied with paragraph 5.3(b).

- (c) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, 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; 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 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 Parties, 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.
- 1.6 “*Party*” or “*Parties*” means a party to these proceedings.
- 1.7 “*these proceedings*” means the Applications filed in the Competition Appeal Tribunal by UKTC on 18 May 2018 (Case no: 1282/7/7/18) and the RHA on 13 July 2018 (Case no: 1289/7/7/18) for a Collective Proceedings Order.

INNER CONFIDENTIALITY RING INFORMATION

2. Inner Confidentiality Ring Information provided in the context of these 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.

OUTER CONFIDENTIALITY RING INFORMATION

3. Outer Confidentiality Ring Information provided in the context of these 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:
- 3.1. 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;
 - 3.2. 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.

SCOPE OF THE ORDER

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

ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

5. 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):
 - 5.1. it shall notify and request the express written consent of the other Parties (each a “*receiving Party*” and together, the “*receiving Parties*”), 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;
 - 5.2. following receipt of a notice pursuant to paragraph 5.1 above, a receiving Party shall not unreasonably withhold or delay their consent and if any receiving 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 7 days that they so object;
 - 5.3. if express consent is given by the receiving Parties, or the receiving Parties (or any of them) fail to give express consent and fail to give written notice of objection within the 7 day period specified in paragraph 5.2 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 5.3(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;
 - 5.4. if any objection referred to in paragraph 5.2 above is received, the proposing Party may apply to the Tribunal and give notice of such application to the receiving Parties.
 - 5.5. 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, the other Parties. The Party will also comply with paragraph 8.

DESIGNATION OF DOCUMENTS AS CONFIDENTIAL

6. Documents shall be designated confidential as follows:
 - 6.1. A Party providing a document in connection with these proceedings may designate that the document is either: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
 - 6.2. Designation of a document or information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the Confidential Information.
 - 6.3. A designation of not confidential means that the document is not Confidential Information.
 - 6.4. Failure to provide a designation for a document at the time the document is provided shall be deemed to be a designation that the document in question is not confidential.
 - 6.5. A Party receiving Confidential Information in these proceedings may request that the Party providing the Confidential Information amend the designation of a document that it has provided (including amendment to a designation of not confidential):
 - (a) that requesting Party must provide a written request to the Party providing the Confidential Information (copied to the other Parties) specifying the following:
 - i. the relevant Confidential Information;
 - ii. the designation the requesting Party believes is appropriate; and
 - iii. why it is reasonable and necessary for the designation of the Confidential Information to be amended;
 - (b) the Party providing the Confidential Information 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 14 days of having initially received the written request referred to at paragraph (a) above; and
 - (c) should the consent referred to in paragraph (b) 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.

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.

PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

7. 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.

7.1. A Party that receives Confidential Information in these proceedings may request that:

(a) 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

(b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.

7.2. If a Party wishes such Confidential Information to be provided or made available to such persons:

(a) it shall notify and request the express written consent of the other Parties, and when requesting such written consent 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 reasonable and necessary for the Confidential Information to be provided or made available to such person(s);

(b) following receipt of a notice pursuant to paragraph 7.2(a) 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 14 days that they so object;

(c) if express consent is given by the recipient(s) of any notice under paragraph 7.2(a) or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 14 day period specified in paragraph 7.2(b) above:

- i. 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
 - ii. the Party concerned will provide the written undertaking referred to in paragraph 7.2(c)(i) above to the Tribunal, the other Parties;
- (d) if any objection referred to in paragraph 7.2(b) above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties.

COPIES OF CONFIDENTIAL INFORMATION

8. Subject to the exceptions in paragraph 8.1 below, copies of Confidential Information provided pursuant to this Order (in both hard and 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 Parties that the Confidential Information has been destroyed or made inaccessible (as appropriate).
- 8.1. The obligation in paragraph 8 above, is subject to the following exceptions:
- (a) Paragraph 8 does not apply to solicitors' or counsel's notes.
 - (b) Paragraph 8 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 information will be promptly deleted in the event of the restoration of such copies.
 - (c) Paragraph 8 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.
 - (d) Paragraph 8 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

9. 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 Party improperly providing the Confidential Information shall immediately notify lawyers for the improper recipient(s) and lawyers for the Party or Parties who provided the Confidential Information in these proceedings of all the pertinent facts, and the Party improperly providing the Confidential Information 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 the improper recipient(s) not to further disseminate the Confidential Information in any form.

DISCLOSURE PURSUANT TO COURT ORDER

10. 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 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 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 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.

ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

11. In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.
12. There shall be liberty to apply, which shall be on notice to the other Parties.
13. The costs of compliance with and of drafting this Order shall be costs in the case.

NOTICES

14. 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.

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

14.2. Notices shall be addressed as follows:

(a) Notices for the UKTC Applicants shall be marked for the attention of:

Email addresses: tristan.feunteun@weightmans.com
laurence.pritchard@weightmans.com
mark.surguy@weightmans.com
UKTC@weightmans.com

Reference: W18822-1

(b) Notices for the RHA Applicants shall be marked for the attention of:

Email addresses: steven.meyerhoff@backhouses.co.uk
james.lomax@backhouses.co.uk
truckcartel@addleshawgoddard.com

Reference: SCM/003028/2

(c) Notices for the 1st and 2nd Objectors to the UKTC Application and the 8th to 10th Respondents to the RHA Application (the "*DAF Parties*") shall be marked for the attention of:

Email addresses: DAFCPOS@traverssmith.com
huw.jenkin@traverssmith.com
caroline.edwards@traverssmith.com
angela.taylor@traverssmith.com

Reference: HDJ/CFE/ACZT

- (d) Notices for the 3rd Objector to the UKTC Application and the 1st to 3rd Respondents to the RHA Application (the “*MAN Parties*”) shall be marked for the attention of:

Email addresses: SM_MANTrucks@SlaughterandMay.com

Reference: DMT/HEW/LUK/DXW

- (e) Notices for the 4th Objector to the UKTC Application and the 2nd Objector to the RHA Application (the “*Volvo/Renault Parties*”) shall be marked for the attention of:

Email addresses: [\\$VRT_Trucks_UK@freshfields.com](mailto:$VRT_Trucks_UK@freshfields.com)

bea.tormey@freshfields.com

nicholas.frey@freshfields.com

ricky.versteeg@freshfields.com

alexandra.malina@freshfields.com

anthony.ojukwu@freshfields.com

Reference: 168213-0001 BCT/NJF

- (f) Notices for the 5th Respondent to the UKTC Application and the 1st Objector to the RHA Application (“*Daimler*”) shall be marked for the attention of:

Email addresses: borisbronfentrinker@quinnemanuel.com

nicolachesaites@quinnemanuel.com

qeprojectnero@quinnemanuel.com

Reference: 06687-00001A/BB/NC

- (g) Notices for the 1st to 4th Respondents to the UKTC Application and the 4th to 7th Respondents to the RHA Application (the “*Iveco Parties*”) shall be marked for the attention of:

Email addresses: kim.dietzel@hsf.com

james.farrell@hsf.com

daniel.woods@hsf.com

IvecoLitigationUKHSF@hsf.com

Reference: 30991611/4168/9100/11090

The Hon Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 18 April 2019
Drawn: 18 April 2019

This part contains the names of Inner Confidentiality Ring Members:

PART A

<i>UKTC</i>
Tristan Feunteun Laurence Pritchard Mark Surguy Emma Birch Emily Sharples Amber Jeral <i>Weightmans LLP</i>
Rhodri Thompson QC Adam Aldred Doug Cochran <i>UKTC's Counsel</i>
Andrew Lilico Pau Salsas Stefano Ficco Sam Winward <i>Expert Economists - Europe Economics</i>
Roger Kaye QC <i>UKTC</i>
<i>RHA</i>
Steven Meyerhoff Ian Jones Jonathon Backhouse James Lomax Ellie Kenyon Devon White Lauren McGurk <i>Backhouse Jones Solicitors</i>
Mark Molyneux Bruce Kilpatrick

<p>Samantha Haigh Richard Wise Victoria Pool James Currie Neil O’Sullivan Thomas Ash <i>Addleshaw Goddard LLP</i></p>
<p>James Flynn QC David Went Emma Mockford <i>RHA’s Counsel</i></p>
<p>Peter Davis Vivek Mani Rainer Schwabe Can Celiktemur Jerry Lin <i>Expert Economists – Cornerstone Research</i></p>
<p><i>The DAF Parties</i></p>
<p>Caroline Edwards, Partner Huw Jenkin, Partner Anne Foster, Consultant Angela Taylor, Senior Counsel James Hulmes, Senior Associate Rachel Kitchman, Senior Associate Joseph Moore, Senior Associate Cormac Toomey, Senior Associate Rachel Wilson, Senior Associate Sam Wilson, Senior Associate Michelle Anderson, Associate Charlotte Angwin, Associate Tom Caldwell, Associate Maya Chandegra, Associate Lauren Clark-Hughes, Associate Edward Hardman, Associate Anchal Kapur, Associate</p>

<p>Tim Knight, Associate</p> <p>Philippe Lopeman, Associate</p> <p>Laura McCann, Associate</p> <p>Cameron Mills, Associate</p> <p>Imogen Nolan, Associate</p> <p>Anastasia Rostron, Trainee</p> <p>Inge Swiegers, Trainee</p> <p>Lydia Williams, Trainee</p> <p>Lucy Briggs, Paralegal</p> <p>Marguerite Casanova, Paralegal</p> <p>Joseph Gaffney, Paralegal</p> <p>Jack Redrup, Paralegal</p> <p>Hessel Roleveld, Paralegal</p> <p>Mahdi Siddique, Paralegal</p> <p><i>Travers Smith LLP</i></p>
<p>Daniel Beard QC</p> <p>Rob Williams</p> <p>Daisy Mackersie</p> <p>David Gregory</p> <p><i>Counsel - Monckton Chambers</i></p>
<p>Bankim Thanki QC</p> <p><i>Counsel – Fountain Court</i></p>
<p>Machteld de Monchy, Partner</p> <p>Jolling de Pree, Partner</p> <p>Berto Winters, Partner</p> <p>Tilly Alberga-Smits, Senior Associate</p> <p>Arne Munch, Senior Associate</p> <p>Zeynep Ortac, Senior Associate</p> <p>Kees Saarloos, Senior Associate</p> <p>Mira Smulders, Senior Associate</p> <p>Evija Butane, Associate</p> <p>Aylin Gayibli, Associate</p> <p>Wouter-Jan Leys, Associate</p> <p>Tim van den Meijdenberg, Associate</p> <p>Georgiana Mirza, Associate</p>

<p>Paul Post, Associate</p> <p>Vivian van Weperen, Associate</p> <p>Tiana Danielle Xavier, Associate</p> <p>Femke Kolff-Otten, Contract Lawyer a.i.</p> <p><i>De Brauw Blackstone Westbroek</i></p>
<p>Damien Neven, Senior Consultant</p> <p>Enrique Andreu, Senior Vice President</p> <p>Julian Delamer, Senior Vice President</p> <p>Alan Rozenburg, Vice President</p> <p>Georges Siotis, Consultant</p> <p>Marcin Pruski, Economist</p> <p>Roberto Venturini, Economist</p> <p>Daniel Westrik, Economist</p> <p>Laura Napolitano, Economist</p> <p>Vladimir Tsimaylo, Senior Analyst</p> <p>Laureen de Barsy, Analyst</p> <p><i>Compass Lexecon</i></p>
<p><i>The MAN Parties</i></p>
<p>Richard Swallow, Partner</p> <p>Damian Taylor, Partner</p> <p>Holly Ware, Partner</p> <p>Thomas Clark, Associate</p> <p>Leo Kitchen, Associate</p> <p>Dan Warner, Associate</p> <p>Tom Windsor, Associate</p> <p>Ross Francis-Pike, Associate</p> <p>Nicholas Quirke, Associate</p> <p>Gretel Scott, Associate</p> <p>Phyllis Guven, Associate</p> <p>Antonia Tjong, Associate</p> <p>Samuel Franklin, Trainee</p> <p>Harriet Saunders, Trainee</p> <p>Maria Bergamasco, Trainee</p> <p>Gayle Haig, Trainee</p> <p>Jasmin Simpson, Paralegal</p>

<p>Nick Addow, eDisclosure coordinator Akbar Hassan, eDisclosure coordinator Darryl Clancy, eDisclosure coordinator Sean Roodt, eDisclosure manager Bo Li, Senior eDisclosure coordinator <i>Slaughter and May</i></p>
<p>Markus Roehrig, Partner Daniel Zimmer, Counsel Lars Mesenbrink, Senior Associate Sarah Milde, Senior Associate Thorsten Maeger, Partner Lea Kristina Cleophas, Associate Aenne Tetz, Associate Christian Huber, Associate Jan-Christoph Stephan, Associate – Luisa Kuschel, Associate Florian Braun, Associate Jimena Janeiro Fong, Associate <i>Hengeler Mueller Partnerschaft von Rechtsanwälten mbB</i></p>
<p>Daniel Jowell QC David Bailey Tom Pascoe <i>Counsel - Brick Court Chambers</i></p>
<p>Mark Israel Jonathan Bowater Catherine Barron <i>Compass Lexecon</i></p>
<p><i>The Volvo/Renault Parties</i></p>
<p>Bea Tormey, Partner Nicholas Frey, Partner Ricky Versteeg, Senior Associate Jonathan Pagan, Senior Associate Sam Hiebendaal, Senior Associate Daniel Hunt, Associate Alexandra Malina, Associate</p>

<p>Ingrid Rois, Associate</p> <p>Anthony Ojukwu, Associate</p> <p>Angus Reston, Associate</p> <p>Glenn Kembrey, Associate</p> <p>Haris Ismail, Associate</p> <p>Alexandra Holroyd, Associate</p> <p>Johanna McDavitt, Associate</p> <p>Anna Brennan, Associate</p> <p>Xander Friedlaender, Associate</p> <p>Natalie Keir, Associate</p> <p>Hannah Bergin, Trainee Solicitor</p> <p>Tom Byham, Trainee Solicitor</p> <p>Jonas Levermann, Trainee Solicitor</p> <p>Gavin Burke, Senior Paralegal</p> <p>Megan McDonagh, Paralegal</p> <p>Anna Avallone, Paralegal</p> <p>Lisa Muller, eDiscovery Project Manager</p> <p><i>Freshfields Bruckhaus Deringer LLP</i></p>
<p>Frank Wijckmans, Partner</p> <p>Maaike Visser, Counsel</p> <p>Karolien Francken, Associate</p> <p>Monique Sengelov, Associate</p> <p>Lise Ryckaert, Paralegal</p> <p><i>Contrast</i></p>
<p>Mark Hoskins QC</p> <p>Sarah Ford QC</p> <p>Sarah Abram</p> <p>Daniel Piccinin</p> <p>Jennifer MacLeod</p> <p>Hugo Leith</p> <p>Jon Lawrence</p> <p><i>Counsel – Brick Court Chambers</i></p>
<p>Zoltan Biro, Director</p> <p>Chris Newton, Associate Director</p> <p>Fraser Davison, Manager</p>

<p>Robert Bowdery, Consultant Katharine Lauderdale, Consultant <i>Frontier Economics</i></p>
<p><i>Daimler</i></p>
<p>Boris Bronfentrinker, Partner Nicola Chesaites, Partner Cordelia Rayner, Senior Associate Maria Campbell, Senior Associate Laura Abram, Associate Ji-Whan Bang, Associate Hannah Dixie, Associate Nabil Khabirpour, Associate Anna Kullmann, Associate James McSweeney, Associate Rachel Tompkins, Associate Lucy Caton, Paralegal Kerry Hanley, Paralegal Katarzyna Gorna, Contract Attorney Lisa Bossert, Contract Attorney <i>Quinn Emanuel Urquhart & Sullivan UK LLP</i></p>
<p>Dr Ulrich Denzel, Partner Dr Johannes Hertfelder, Associated Partner Daniela Mariotti, Associate Rhued Gaiser, Associate <i>Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte</i></p>
<p>Paul Harris QC Ben Rayment Michael Armitage Alexandra Littlewood <i>Counsel -Monckton Chambers</i></p>
<p>Nicholas Bacon QC <i>Costs Counsel – 4 New Square</i></p>
<p>Jamie Carpenter <i>Costs Counsel – Hailsham Chambers</i></p>

<p>Robin Noble, Partner</p> <p>Joseph Bell, Principal</p> <p>Kimela Shah, Senior Consultant</p> <p>Jouni Sohkanen, Senior Consultant</p> <p>Andreea Antuca, Analyst</p> <p><i>Oxera Consulting LLP</i></p>
<p>Andrew Grantham, Managing Director</p> <p>Mat Hughes, Managing Director</p> <p>Martin Lewis, Managing Director</p> <p>Greg Huitson-Little, Director</p> <p>Jonathan Matthews, Consultant</p> <p><i>AlixPartners LLP</i></p>
<p><i>The Iveco Parties</i></p>
<p>Kim Dietzel, Partner</p> <p>James Farrell, Partner</p> <p>Andrew North, Of Counsel</p> <p>Daniel Woods, Senior Associate</p> <p>Helen Bignall, Senior Associate</p> <p>Daniel May, Senior Associate</p> <p>Christon Shenolikar, Associate</p> <p>James White, Associate</p> <p>Naomi Probert, Associate</p> <p>Rebekah Dixon, Associate</p> <p>Katie Collins, Trainee Solicitor</p> <p>Joe Moorcroft-Moran, Trainee Solicitor</p> <p>Carlos Arrebola, Trainee Solicitor</p> <p>Catherine Muir, Former Practising Barrister</p> <p><i>Herbert Smith Freehills LLP</i></p>
<p>Juan Rodriguez, Partner</p> <p>Michael Engel, Associate</p> <p><i>Sullivan & Cromwell LLP</i></p>
<p>Kelyn Bacon QC</p> <p>Tony Singla</p> <p>Max Schaefer</p> <p>Matthew Kennedy</p>

Counsel - Brick Court Chambers

Lorenzo Coppi, Executive Vice President

Andy Parkinson, Vice President

Michele Avagliano, Senior Economist

Laura Rovegno, Senior Economist

Ming Yu Wong, Senior analyst

Andrew Mell, Economist

Kristofer Hammarback, Economist

Compass Lexecon

Sean Durkin, Vice President

Patricia DiRico, Principal

Steven Buschbach, Associate

Charles River Associates

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

PART B

<p><i>RHA</i></p> <p>Richard Burnett, Chief Executive Officer</p> <p>Richard Smith, Managing Director – Operational and Commercial</p> <p>Andrew Howard, National Chairman</p> <p>Jim French, Director</p> <p>Robert Wilcox, Director</p> <p>Ashley McCulla, Senior Vice Chairman</p> <p>Steven Zwinkels, Director</p> <p>David Ward, Director</p> <p>David Bratt, Director</p> <p>William Hockin, Director</p> <p>Andy Macrae, Junior Vice Chairman</p> <p>David McCutcheon, Director</p> <p>Andrew Malcolm, Director</p> <p>Lesley O’Brien, Director</p> <p>Tim Slater, Director</p> <p>Jim Dodd, Director</p> <p>Rodd McKenzie, Managing Director</p> <p>Dean Fisher, Director of Finance</p> <p>Laura Forster, Head of HR</p> <p>Caroline Wattle, Project Manager and Project Governance</p> <p>Red Brennan, Account Manager</p> <p>Jessica Lowden, Business Development Director</p> <p>Martin Reid, Policy Director (Scotland and Northern Ireland)</p> <p>Martin Dean, Top 100 Manager</p> <p>Chris Seaton, Head of Public Affairs</p> <p><i>RHA</i></p>
<p><i>The DAF Parties</i></p>
<p>Harry Wolters, President</p> <p>Duco Zoomer, General Counsel</p>

<p>Mario Suy, Project Manager Financial Data</p> <p>Marjon Ijpelaar, Senior Legal Counsel</p> <p>Roeby Tjemkes, Senior Legal Counsel</p> <p>Willem-Jan Wieland, Senior Legal Counsel</p> <p>Nico den Houting, Project Manager for Civil Litigation</p> <p>Sanne Boullart, Assistant Project Manager for Civil Litigation</p> <p><i>DAF Trucks N.V.</i></p>
<p>Robin Easton, Managing Director</p> <p><i>DAF Trucks Limited</i></p>
<p>Harrie Schippers, President and CFO</p> <p>Doug Grandstaff, General Counsel</p> <p>Preston Feight, Executive Vice President</p> <p><i>PACCAR Inc</i></p>
<p><i>The MAN Parties</i></p>
<p>Dr. Martin Gstaltmeyr, General Counsel</p> <p>Dr. Anja Doering, Senior Legal Counsel</p> <p>Sebastian Hausner, Legal Counsel</p> <p>Elif-Selcen Ciftci, Legal Counsel</p> <p><i>MAN Truck & Bus SE</i></p>
<p><i>The Volvo/Renault Parties</i></p>
<p>Nina Aresund, Senior Vice President Corporate Legal</p> <p>Susanne Jannesson, Corporate Legal Counsel</p> <p>Kelda Groves, Head of Litigation, UK and Europe</p> <p>Ross Goodrich, Corporate Litigation Counsel</p> <p><i>AB Volvo (publ)</i></p>
<p>Arnaud Agelou, Legal & Compliance Director</p> <p><i>Renault Trucks SAS</i></p>
<p>Simon Villanueva, Legal Director</p> <p>Sonica Dahri, Senior Legal Counsel</p> <p><i>Volvo Group UK Limited</i></p>
<p>Jan Svensson, Vice President Legal</p> <p>Pia Janson, Legal Counsel</p> <p><i>Volvo Truck Corporation</i></p>
<p><i>Daimler</i></p>

<p>Thomas Laubert, Vice President and Group General Counsel</p> <p>Florian Adt, Associate General Counsel</p> <p>Jan-Philipp Komossa, Senior Legal Counsel</p> <p>Steffen Scherer, Senior Legal Counsel</p> <p>Ute Pazer, Senior Legal Counsel</p> <p>Sung-Kyung Yi, Legal Counsel</p> <p>Miklos Mudrony, Legal Counsel</p> <p>Mai Britt, Legal Counsel</p> <p>Bernhard Hauenschild, Legal Counsel</p> <p>Dietrich Müller, Senior Manager Sales & Marketing</p> <p>Wolfgang Krafft, Senior Manager Sales & Marketing</p> <p>Kirsten Grundmann, Manager Sales & Marketing</p> <p>Rainer Meyle, Manager Sales & Marketing</p> <p><i>Daimler AG</i></p>
<p>Jonathan Lipman, General Counsel</p> <p>Stacey Dransfield, Deputy General Counsel</p> <p>Simon Anthony, IT Design Architect</p> <p><i>Mercedes-Benz Cars UK Limited</i></p>
<p>James Venables, Key Account Manager</p> <p>Ross Paterson, Head of Product and Marketing</p> <p>Sam Whittaker, Sales and Marketing Director</p> <p><i>Mercedes-Benz Trucks UK Limited</i></p>
<p><i>The Iveco Parties</i></p>
<p>Roberto Russo, General Counsel and Company Secretary</p> <p>Simon McCarthy, Legal North Europe and Africa Middle East</p> <p>Craig Marshall, Legal North Europe</p> <p><i>CNH Industrial N.V.</i></p>

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 provided 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]** 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 of 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 8.1 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 provided 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 of 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 8.1 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: