



**IN THE COMPETITION
APPEAL TRIBUNAL**

Case No. 1342/5/7/20

B E T W E E N:

- (1) SPORTRADAR AG
(2) SPORTRADAR UK LIMITED

Claimants

- and -

- (1) FOOTBALL DATACO LIMITED
(2) BETGENIUS LIMITED
(3) GENIUS SPORTS GROUP LIMITED

Defendants

CONSENT ORDER

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 this Order:

1.1.1 “*Confidential Information*” means Confidentiality Ring Information.

1.1.2 “*Guide*” means the Tribunal’s 2015 Guide to Proceedings.

1.1.3 “*Confidentiality Ring Information*” means:

- (a) all or any part of documents or information provided by a party to

this Order, which:

- (i) the disclosing party has designated as Confidentiality Ring Information in accordance with paragraph 5 of this Order; or
 - (ii) are designated as Confidentiality Ring Information by 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/information provided under paragraph 1.1.3(a); but
- (c) redacted versions of the documents described at paragraph 1.1.3(b) above are not Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under paragraph 1.1.3(a).

1.1.4 “**Confidentiality Ring Members**” are:

- (a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 4 below or by an order of the Tribunal, who have given a signed undertaking in the terms of Part B of the Schedule to this Order, that has been provided to the Tribunal;
- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in paragraphs 1.1.4(a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part B 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 paragraphs 1.1.4(a) and (b) above, who may have access to Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified to the other parties in writing at least 2 working days in advance, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms

of Part B of the Schedule to this Order.

1.1.5 “*parties*” means the parties to these proceedings (and party shall be construed accordingly).

1.1.6 “*Rules*” means the Competition Appeal Tribunal Rules 2015 (SI 2015 No 1648) (and Rule shall be construed accordingly).

1.1.7 “*these proceedings*” means the claims with case number 1342/5/7/20 (as however amended), any counterclaims that may be brought to such claims, and any appeal(s) therefrom.

2. **CONFIDENTIALITY RING INFORMATION**

2.1 Confidentiality Ring Information provided in the context of these proceedings is to be provided or made available solely to Confidentiality Ring Members, to be held by them on the terms as set out in Part B of the Schedule to this Order, subject to the following paragraphs of this Order.

3. **SCOPE OF THE ORDER**

3.1 Nothing in this Order or in its Schedule applies to documents and/or information received by a party other than via these proceedings under the terms of this Order.

4. **ADDITIONS TO OR REMOVAL FROM THE CONFIDENTIALITY RING**

4.1 If a party to this Order (the “*Proposing Party*”) wishes to add an additional person as a Confidentiality Ring Member:

4.1.1 it shall notify and request the express written consent of the other parties (each a “*Receiving Party*”), and when requesting such written consent specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary;

4.1.2 following receipt of a notice pursuant to paragraph 4.1.1 above, a Receiving Party shall not unreasonably withhold or delay their consent and if any Receiving Party objects to the proposed addition to the Confidentiality Ring, it shall notify the Proposing Party in writing within 5 working days that it so objects along with a statement of the reason(s) for the objection;

4.1.3 if express consent is given by all the Receiving Parties, or any Receiving Party fails to give express consent and fails to give written notice of objection within the 5 working day period specified in paragraph 4.1.2 above:

(a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part B of the Schedule to this Order; and

(b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 4.1.3(a) above and an amended version of Part A of the Schedule to this Order to the

Tribunal and the other parties.

4.1.4 upon those steps being completed, the additional person becomes a Confidentiality Ring Member.

4.1.5 If any objection referred to in paragraph 4.1.2 above is received within the 5 working day period there referred to, the Proposing Party may apply to the Tribunal, provided prior written notice of such application is given to the Receiving Parties, and the additional person will become a Confidentiality Ring Member if the Tribunal so orders.

4.2 If a party wishes to remove a person as a Confidentiality Ring Member, that party will notify the other parties and provide an amended version of Part A of the Schedule to this Order to the Tribunal and the other parties. The party must also comply with paragraph 7 including (subject to paragraph 7.1 and 7.2) by notifying the person to be removed from the Confidentiality Ring that such person must immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. For the avoidance of any doubt, a party may only remove a person whom it had (initially or by following the process in paragraph 4.1) proposed as a Confidentiality Ring Member.

5. **DESIGNATION OF DOCUMENTS/INFORMATION**

5.1 A party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Confidentiality Ring Information; or (ii) not confidential.

5.2 Designation of a document/information as Confidentiality Ring Information must be made in writing to the party or parties receiving the document/information and must comply with paragraph 7.46 of the Guide and must be accompanied by specific reasons in support of each document or piece of confidential information being designated as Confidentiality Ring Information that complies with the requirements of Rule 101(1)(b) and paragraph 7.47 of the Guide.

5.3 Within 3 working days of providing a document/information designated as Confidentiality Ring Information, the disclosing party must provide a non-confidential version of the relevant document/information that complies with the requirements of paragraph 7.50 of the Guide. This requirement to provide a non-confidential version does not apply to documents disclosed pursuant to any disclosure order made by the Tribunal.

5.4 A designation of not confidential means that the document/information is not Confidential Information. For the avoidance of any doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied).

5.5 Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not Confidential Information. A party may alter the designation of a document/information to correct any erroneous designation by notice in writing to all parties that received such

document/information.

5.6 A party receiving documents/information in these proceedings may request that the disclosing party or parties amend the designation of a document/information that it has or they have provided (including amendment to a designation of not confidential) as follows:

5.6.1 The requesting party shall provide a written request to the disclosing party or parties (copied to the other parties) specifying the following:

- (a) the relevant document/information concerned;
- (b) the designation the requesting party believes is appropriate; and
- (c) why it is reasonable and necessary for the designation of the document/information to be amended.

5.6.2 A disclosing party may consent in writing to amend the designation of any document(s)/information, with such consent not to be unreasonably withheld and, in any event, any response must be provided within 10 working days of having received the written request referred to at paragraph 5.6.1 above; and

5.6.3 Should the consent referred to in paragraph 5.6.2 above not be obtained from each disclosing party, the requesting party may apply to the Tribunal for an order pursuant to Rule 101(2) that the Confidential Information should be designated as either: (i) Confidentiality Ring Information; or (ii) not confidential (as the requesting party deems appropriate), provided that prior written notice is given of that application to the other parties. In responding to such application a disclosing party shall comply with Rule 101(1) and paragraphs 7.46 and 7.47 of the Guide.

5.6.4 A disclosing party shall if directed by the Registrar provide a non-confidential version of the relevant document(s)/information in accordance with Rule 101(1) and paragraphs 7.48 to 7.50 of the Guide.

5.6.5 Where a disclosing party has consented in writing to amend the designation of a document or information from Confidentiality Ring Information to not confidential or where the Tribunal has ruled pursuant to an application made in accordance with paragraph 5.6.3 that a document or information designated as Confidentiality Ring Information should be designated as not confidential, that document or information shall no longer fall within the definition of Confidentiality Ring Information.

5.6.6 Where certain Confidentiality Ring Information comes into the public domain, except through breaches of this Order, the disclosing party shall be deemed to have granted the written consent set out in paragraph 5.6.5 with respect to that Confidentiality Ring Information.

6. **PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS**

OUTSIDE THE RING

- 6.1 Nothing in this Order prevents a party, its advisors or experts from sharing (or from consenting to the sharing of) Confidential Information provided by that party in these proceedings.
- 6.2 A party that receives Confidential Information in these proceedings may request that certain Confidential Information is to be provided or made available to one or more persons who are not Confidentiality Ring Members.
- 6.3 If a party wishes such Confidential Information to be provided or made available to such persons:
- 6.3.1 it shall notify and request the express written consent of the other parties, 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 documents 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);
- 6.3.2 following receipt of a notice pursuant to paragraph 6.3.1 above, any recipient of 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 10 working days of receipt of the notice that they so object;
- 6.3.3 if each recipient required to be provided with a notice under paragraph 6.3.1 (i) gives express consent; or (ii) fails to give express consent and fails to give written notice of objection within the 10 working day period specified in paragraph 6.3.2 above:
- (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part B of the Schedule to this Order, as amended to list the specific documents and/or information that are to be provided or made available to them;
- (b) the party concerned will provide the written undertaking referred to in paragraph 6.3.3(a) above to the Tribunal and the other parties; and
- (c) on the completion of those steps, the additional person may be provided with the documents and/or information.
- 6.4 If any objection referred to in paragraph 6.3.2 above is received within the 10 working day period specified, the requesting party may apply to the Tribunal, provided that prior written notice is given of such application to the other parties. The additional person may be provided with the documents and/or information if the Tribunal so orders.

7. COPIES OF CONFIDENTIAL INFORMATION

7.1 Subject to the exceptions in paragraph 7.2 below, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) must be destroyed (insofar as technologically feasible) or made inaccessible at the conclusion of these proceedings, or when a party ceases to be involved in these proceedings, and at such time each applicable party shall notify its Confidentiality Ring Member(s) that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. In such circumstances, the party concerned shall notify the remaining parties within a reasonable time that the Confidential Information has been destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

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

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

7.2.2 Paragraph 7.1 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the receiving party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.

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

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

8. **UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION**

8.1 In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, solicitors for the improperly disclosing party shall immediately notify the improper recipient(s) and the solicitors for the party or parties which provided the Confidential Information in these proceedings, and 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) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

9. **DISCLOSURE PURSUANT TO COURT ORDER**

9.1 If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the solicitors of the party or parties which produced the Confidential Information. If no party which provided the Confidential Information in these proceedings takes

steps to prevent the further disclosure of such Confidential Information within 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 only applies to a party who is the recipient of Confidential Information provided in these proceedings and does not apply to the party which provides the Confidential Information in these proceedings.

10. **ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS**

10.1 In the event of any anticipated or actual breach of this Order, any party may seek to enforce the terms of this Order.

10.2 The costs of compliance with and of drafting this Order shall be costs in the case.

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

11. **NOTICES**

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

11.2 Service of a Notice must be effected by email.

11.3 Notices shall be addressed as follows:

11.3.1 Notices for the Claimants shall be marked for the attention of Sheridans

Email addresses: andrew.nixon@sheridans.co.uk and alex.harvey@sheridans.co.uk

Reference: 703/815/026298-21

11.3.2 Notices for the First Defendants shall be marked for the attention of DLA Piper

Email addresses: Alasdair.Muller@dlapiper.com and Sam.Szlezinger@dlapiper.com and ruth.hoy@dlapiper.com

Reference: RPH/AM/96594/120

11.3.3 Notices for the Second and Third Defendants shall be marked for the attention of Macfarlanes LLP

Email addresses: Malcolm.Walton@macfarlanes.com, Lois.Horne@macfarlanes.com, Fiona.Beattie@macfarlanes.com and Elizabeth.Preston-Whyte@macfarlanes.com

Reference: MJXW/LEXH/668918

The Honourable Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 1 June 2020
Drawn: 1 June 2020

SCHEDULE

PART A

CONFIDENTIALITY RING MEMBERS

Claimants

Andrew Nixon (Sheridans)

Alex Harvey (Sheridans)

Chris Paget (Sheridans)

Daniel Geey (Sheridans)

Jonny Madill (Sheridans)

Ryan Hawkins (Sheridans)

Marisa Berardi (Sheridans)

Andrew Bravin (Sheridans)

Theo Solley (Sheridans)

Ronit Kreisberger QC (Monckton Chambers)

Alistair Lindsay (Monckton Chambers)

Ciar McAndrew (Monckton Chambers)

Gunnar Niels (Oxera Consulting)

Shreya Gupta (Oxera Consulting)

Tom Davies (Oxera Consulting)

First Defendant

Sam Szlezinger – DLA Piper

Nick Fitzpatrick – DLA Piper

Ruth Hoy – DLA Piper

Alasdair Muller – DLA Piper

Richard Jenkinson – DLA Piper

Sam Churney – DLA Piper

Danielle Carter – DLA Piper
Hannah Hallaway – DLA Piper
Lindsay Lane QC – 8 New Square Chambers
Edmund Eustice – 8 New Square Chambers
Kassie Smith QC – Monckton Chambers
Tom Sebastian – Monckton Chambers
Rameet Sangha - Compass Lexecon
Josep Peya - Compass Lexecon.

Second and Third Defendants

Malcolm Walton - Macfarlanes LLP
Lois Horne - Macfarlanes LLP
Fiona Beattie - Macfarlanes LLP
Elizabeth Preston-Whyte - Macfarlanes LLP
Matilda Henderson - Macfarlanes LLP
Matthew Jones - Macfarlanes LLP
Carrie Gothard - Macfarlanes LLP
Tom Cleaver - Blackstone Chambers
Tom De La Mare QC - Blackstone Chambers
Ian Mill QC - Blackstone Chambers
Adrian Majumdar - RBB Economics LLP
Richard Murgatroyd - RBB Economics LLP
Charles Nicholson - RBB Economics LLP

PART B
UNDERTAKING (TO BE PROVIDED BY CONFIDENTIALITY RING MEMBERS)

In respect of any Confidentiality Ring Information disclosed to them pursuant to this Order, each 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/firm/Chambers]** 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 the terms of that Order and the implications of giving this undertaking.
2. I have read Rule 102 and am aware of and will comply with the obligations imposed by that Rule.
3. I will not disclose Confidentiality Ring Information to any person who is not a Confidentiality Ring Member, including by reading it out in open proceedings (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 Confidentiality Ring Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings or 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 Confidentiality Ring Information will remain in my custody or the custody of another 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 Confidentiality Ring Information shall be limited to those required for the use of the Confidentiality Ring Members for the purposes of these proceedings only and shall be held in accordance with paragraphs 3 to 5 of this undertaking.
7. Subject to the exceptions in paragraph 7.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically feasible 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: