



**REGISTERED AT THE COMPETITION  
APPEAL TRIBUNAL  
UNDER NUMBER: 19755  
DATE: 05/01/2023**

**IN THE COMPETITION  
APPEAL TRIBUNAL**

Case No: 1527/7/7/22

BETWEEN:

**ALEX NEILL CLASS REPRESENTATIVE LIMITED**

Proposed Class Representative

- v -

- (1) SONY INTERACTIVE ENTERTAINMENT EUROPE LIMITED**
- (2) SONY INTERACTIVE ENTERTAINMENT NETWORK EUROPE LIMITED**
- (3) SONY INTERACTIVE ENTERTAINMENT UK LIMITED**

Proposed Defendants

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**CONFIDENTIALITY RING ORDER**

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**UPON** the Proposed Class Representative and the Proposed Defendants (together the “Parties”) in the above-named proceedings (the “Proceedings”) having agreed to establish an inner confidentiality ring and outer confidentiality ring (the “Inner Confidentiality Ring” and “Outer Confidentiality Ring”, respectively) for the disclosure of the Parties’ documents to named individuals in these Proceedings

**AND UPON** any confidentiality designations being without prejudice to (i) any disputes as to whether confidential treatment should be accorded which may need to be determined by the Tribunal (as defined below); and (ii) the Parties’ rights to make further requests for confidential treatment

**AND HAVING REGARD TO** the Tribunal's powers under the Competition Appeal Tribunal Rules 2015 (and in particular 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**

For the purpose of this Order:

- 1.1 **"Challenging Party"** has the meaning given at paragraph 4.1(a) below.
- 1.2 **"Confidential Information"** means Inner Confidentiality Ring Information or Outer Confidentiality Ring Information.
- 1.3 **"Disclosing Party"** means, in relation to any document, the Party that disclosed that document.
- 1.4 **"Guide"** means the Tribunal's 2015 Guide to Proceedings.
- 1.5 **"Inner Confidentiality Ring Information"** means information that has been designated as Inner Confidentiality Ring Information:
  - (a) by a Party in accordance with paragraph 3.1 below, or
  - (b) by the Tribunal,but shall exclude information which is or becomes generally available to the public, other than through the act or omission of a receiving Party. For the avoidance of doubt, any notes, copies, reports, submissions or other material containing, reproducing or reflecting any Inner Confidentiality Ring Information shall themselves constitute Inner Confidentiality Ring Information unless all Inner Confidentiality Ring Information contained in them has been redacted.
- 1.6 **"Inner Confidentiality Ring Members"** are
  - (a) those persons listed in Annex A1 to this Order, as amended from time to time in accordance with the provisions of paragraph 6 or an order of the Tribunal, who

have given a signed undertaking in the terms of Annex B1 to this Order where the proposing Party has complied with paragraph 6.1;

- (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 1.6(a) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex B1; and
- (c) 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 1.6(a) above, who may have access to the Confidential Information as a necessary consequence of the provision of their services and whose identity is notified to the other Parties in writing at least two (2) working days in advance, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B1.

1.7 **“Outer Confidentiality Ring Information”** means information that has been designated as Outer Confidentiality Ring Information:

- (a) by a Party in accordance with paragraph 3.1 below, or
- (b) by the Tribunal,

but shall exclude information which is or becomes generally available to the public, other than through the act or omission of a receiving Party. For the avoidance of doubt, any notes, copies, reports, submissions or other material containing, reproducing or reflecting any Outer Confidentiality Ring Information shall themselves constitute Outer Confidentiality Ring Information unless all Outer Confidentiality Ring Information contained in them has been redacted.

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

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Annex A2 to this Order, as amended from time to time in accordance with the provisions of paragraph 6 or an order of the Tribunal, who have given a signed undertaking in the terms of Annex B2 to this Order where the proposing Party has complied with paragraph 6.2 below.

1.9 **“Parties”** has the meaning given above and **“Party”** shall be construed accordingly.

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

1.11 **“Proceedings”** shall have the meaning given above.

1.12 **“Proposed Class Representative”** means Alex Neill Class Representative Limited.

1.13 **“Proposed Defendants”** means Sony Interactive Entertainment Europe Limited, Sony Interactive Entertainment Network Europe Limited and Sony Interactive Entertainment UK Limited.

1.14 **“Registrar”** means the Registrar of the Tribunal.

1.15 **“Tribunal”** means the Competition Appeal Tribunal.

## **2. CONFIDENTIAL INFORMATION**

2.1 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 Annex B1 to this Order, subject to the terms set out in the body of this Order.

2.2 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:

- (a) if the individual is also an Inner Confidentiality Ring Member, Annex B1 to this Order, subject to the terms set out in the body of this Order; or
- (b) if the individual is not also an Inner Confidentiality Ring Member, Annex B2 to this Order, subject to the terms set out in the body of this Order.

2.3 For the avoidance of doubt, it is intended that:

- (a) Outer Confidentiality Ring Information shall be limited to: (i) information the disclosure of which would be contrary to the public interest; (ii) commercially sensitive information, the disclosure of which could harm the legitimate business interests of the person(s) or undertaking(s) to which it relates and/or of third parties; and/or (iii) information relating to the private affairs of an individual, the disclosure of which could harm that individual's interests; and
- (b) Inner Confidentiality Ring Information shall be limited to information meeting the description in paragraph 2.3(a) above in respect of which there is a heightened degree of commercial sensitivity (including, but not limited to, information regarding royalties, profit margins, commercial negotiations and strategic planning) and/or there are heightened privacy concerns.

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

3.1 Any document containing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information shall be designated as such by the Party that introduces the document into the Proceedings. The following procedures shall apply:

- (a) designation of a document as containing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information must be made in writing to the Party receiving the disclosure by the Disclosing Party;

- (b) failure to designate a document at the time it is disclosed shall be deemed to be a designation that the document in question does not contain (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information. A Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the other Party that received such document/information; and
  - (c) any document which is designated as (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information by a Party may be subject to challenge in accordance with paragraph 4 below.
- 3.2 For the avoidance of doubt, if a document is not designated as containing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information, Rule 102 of the Competition Appeal Tribunal Rules 2015 continues to apply (to the extent it would otherwise have applied).
- 3.3 Each Party shall be responsible, in respect of any document containing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information belonging to them, for labelling and highlighting such documents/information in the following ways:
  - (a) Any bundle index will state which documents contain (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information and identify the Party or Parties to which such information relates.
  - (b) Any text and/or extract which contains (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information will be highlighted.
- 3.4 A Disclosing Party shall if directed by the Registrar provide a non-confidential version of the relevant document/information in accordance with Rule 101(1) and paragraphs 7.48 to 7.50 of the Guide.

#### 4. CHALLENGE TO CONFIDENTIALITY DESIGNATIONS

4.1 The designation of a document containing (i) Inner Confidentiality Ring Information or (ii) Outer Confidentiality Ring Information by a Party may be challenged in accordance with the provisions below:

(a) If a Party (the “**Challenging Party**”) wishes to challenge a designation made by a Disclosing Party, the Challenging Party shall do so by providing a written request to the Disclosing Party specifying the following:

(i) the relevant document/information concerned;

(ii) the designation the Challenging Party considers to be inappropriate; and

(iii) why it is reasonable and necessary for the designation of the document/information to be amended.

(b) In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information. 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 4.1(a).

(c) If the Challenging Party wishes to maintain its challenge following receipt of the Disclosing Party's response pursuant to paragraph 4.1(b), it may apply to the Tribunal for determination of whether or not the document (or part of it) qualifies as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (as applicable), provided that prior written notice is given of that application to the Disclosing Party. Any such application must be made as soon as reasonably possible. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 4.1(c) are to be dealt with on the papers. For the avoidance of doubt, a document in respect of which an application is made shall continue to be designated as containing (i) Inner Confidentiality

Ring Information and/or (ii) Outer Confidentiality Ring Information (as applicable) until such time as the challenge is determined by the Tribunal.

(d) Should the confidentiality of any document added to the bundle during any hearing be in issue, challenges will be dealt with in accordance with any directions the Tribunal may give.

4.2 The deadlines in this paragraph 4 may be extended by agreement between the Challenging Party and Disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.

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

5.1 Disclosure of any Confidential Information shall be restricted to, and may be inspected only by (i) Inner Confidentiality Ring Members in respect of Inner Confidentiality Ring Information and (ii) Outer Confidentiality Ring Members in respect of Outer Confidentiality Ring Information, and only on the basis that the recipient holds the Confidential Information on the terms set out in Annex B1 and/or Annex B2 (as appropriate).

5.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any (i) Inner Confidentiality Ring Members and/or (ii) Outer Confidentiality Ring Members from making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information (as applicable) (provided that such notes, copies, reports, submissions or other documents shall themselves be treated as (i) Inner Confidentiality Ring Information or (ii) Outer Confidentiality Ring Information in accordance with paragraphs 1.5 and 1.7 above).

5.3 During any hearing in the Proceedings, each Party wishing to refer to a document containing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information and shall refrain from reading aloud Confidential Information in open Tribunal.



5.4 In the event of any disclosure of (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, the solicitors for the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information, 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.

5.5 Nothing in this Order shall prevent or prohibit a receiving Party from taking any action (including in particular disclosing (i) Inner Confidentiality Ring Information and/or (ii) Outer Confidentiality Ring Information to a person who is not (i) an Inner Confidentiality Ring Member and/or (ii) an Outer Confidentiality Ring Member (as applicable), and/or referring to such documents or information in open Tribunal) which has been authorised in writing by the Disclosing Party.

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

6.1 A Party seeking to designate an additional person as an Inner Confidentiality Ring Member must:

- (a) request the permission of the other Parties in writing for the additional person to be designated as an Inner Confidentiality Ring Member; and
- (b) provide details of that person's name and role and an explanation of why their designation as an Inner Confidentiality Ring Member is reasonable and necessary.

6.2 A Party seeking to designate an additional person as an Outer Confidentiality Ring Member must:

- (a) request the permission of the other Parties in writing for the additional person to be designated as an Outer Confidentiality Ring Member; and

- (b) provide details of that person's name and role and an explanation of why their designation as an Outer Confidentiality Ring Member is reasonable and necessary.
- 6.3 Each Party, other than the Party requesting that the additional person shall be designated as (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member, shall confirm within three (3) clear working days of receipt of the written request referred to in paragraph 6.1(a) or paragraph 6.2(a) (as applicable) whether they consent to the additional person being designated as (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member (as applicable). Such consent shall not be unreasonably withheld.
- 6.4 If a Party does not consent to the person being designated (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member (as applicable) in accordance with paragraph 6.3, then that Party must provide written reasons for their refusal of such permission within three (3) clear working days of such refusal.
- 6.5 If express consent is given by the Party receiving the request in accordance with paragraph 6.3 above, or no Party raises an objection in accordance with paragraphs 6.3 and 6.4 above within three (3) clear working days, the additional person shall be required to sign the undertaking at Annex B1 (to the extent they are to be admitted to the Inner Confidentiality Ring) or Annex B2 (to the extent they are to be admitted to the Outer Confidentiality Ring) and the Party requesting their admission shall be required to provide a copy of the signed undertaking to the other Parties and to the Tribunal. They shall then be designated as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, as applicable.
- 6.6 If there are any disputes which cannot be resolved by the parties, the Party seeking to include the additional person as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may apply to the Tribunal to include the person as an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member, provided written notice of such application is given to the other Parties. The additional person will become (i) an Inner and/or (ii) an Outer Confidentiality Ring Member if the Tribunal so orders.

- 6.7 If a Party wishes to remove a person as (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member, that Party shall notify the other Parties. The Party must also notify the person to be removed as (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member that they must immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Information provided to them pursuant to this Order (with the exception of the materials described in paragraphs 7.2-7.3 below). For the avoidance of doubt, a Party may only remove persons whom it previously (initially or by following the process in paragraphs 6.1-6.5) proposed as (i) an Inner Confidentiality Ring Member or (ii) an Outer Confidentiality Ring Member.
- 6.8 Annex A1 and Annex A2 to this Order reflect the current list of individuals who will be (i) Inner Confidentiality Ring Members and (ii) Outer Confidentiality Ring Members by virtue of signing undertakings in the form of Annex B1 and Annex B2 (as appropriate) and the provision of copies of the same to all parties and to the Tribunal.
- 6.9 A record of the (i) Inner Confidentiality Ring Members and (ii) Outer Confidentiality Ring Members shall be kept and updated by the Parties upon the addition or removal of any (i) Inner Confidentiality Ring Member(s) and/or (ii) Outer Confidentiality Ring Member(s), and a copy of the same provided to the Tribunal and the other Parties upon each such addition or removal. For the avoidance of doubt, there shall be no requirement to amend this Order upon the addition or removal of Inner Confidentiality Ring Members and Outer Confidentiality Ring Members.

## **7. COPIES OF CONFIDENTIAL INFORMATION**

- 7.1 Subject to the exceptions in paragraphs 7.2-7.3 below, each Party must destroy copies of Confidential Information provided to them pursuant to this Order (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings, or when that Party ceases to be involved in the Proceedings, and at such time that Party shall notify its respective (i) Inner Confidentiality Ring Members and (ii) Outer Confidentiality Ring Members that they must do the same. In such circumstances, each 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 does not apply to:

- (a) solicitors' or counsel's notes, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents;
- (b) 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, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such copies and provided that such copies will be promptly deleted in the event of the restoration of such copies;
- (c) a Party's copies of any pleadings, skeleton arguments, written submissions, transcripts, application notices, draft orders, correspondence referred to at trial or in a hearing or submitted in these proposed 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; and
- (d) a Party in respect of the Confidential Information it has itself provided.

7.3 In addition to the exceptions provided for in paragraph 7.2 above, each Party's external legal advisers may retain copies of any evidence containing Confidential Information, insofar as they are required to do so to comply with any professional, regulatory or insurance requirements to which they are subject, and provided that:

- (a) such retention is limited to the minimum number of copies required in order to comply with those requirements; and
- (b) the legal advisers in question ensure continued compliance with the terms of this Order in respect of the Confidential Information contained in such evidence.

## 8. NOTICES

8.1 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.

8.2 Service of a Notice must be effected by email.

8.3 Notices shall be addressed as follows:

(a) Notices for the Proposed Class Representative shall be marked for the attention of Milberg London LLP and sent to:

(i) npearman@milberg.co.uk;

(ii) hzielonka@milberg.co.uk; and

(iii) tjoon@milberg.co.uk

or such other email addresses as the Proposed Class Representative may communicate to the Proposed Defendants from time to time via their instructed legal advisers.

(b) Notices for the Proposed Defendants shall be marked for the attention of Linklaters LLP and sent to:

(i) sarina.williams@linklaters.com;

(ii) verity.egerton-doyle@linklaters.com;

(iii) alex.hannington@linklaters.com;

(iv) balaji.subramaian@linklaters.com;

(v) shirdi.shankar@linklaters.com; and

(vi) dllinklaterssonycpo@linklaters.com

or such other email addresses as the Proposed Defendants may communicate to the Proposed Class Representative from time to time via their instructed legal advisers.

## **9. GENERAL PROVISIONS**

9.1 This Order is intended to apply unless or until superseded by a subsequent order of the Tribunal.

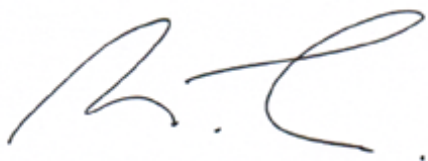
9.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce this Order.

9.3 This Order and any undertakings given in pursuant to it shall be construed in accordance with English law.

9.4 Nothing in this Order or the Annexes to this Order shall prevent or prohibit any (i) Inner Confidentiality Ring Members or (ii) Outer Confidentiality Ring Members (as may be extended from time to time) from acting in other proceedings.

9.5 There shall be liberty to apply, if appropriate.

9.6 Costs in the case.



**Ben Tidswell**  
Chair of the Competition Appeal Tribunal

Made: 5 January 2023  
Drawn: 5 January 2023

## ANNEX A1

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

<i>Counsel</i>
Robert Palmer KC (Monckton Chambers)
Fiona Banks (Monckton Chambers)
Alan Bates (Monckton Chambers)
<i>Milberg London LLP</i>
Natasha Pearman, Partner
James Oldnall, Partner
Edward Cardington, Partner
Polly Blenkin, Partner
Hadley Zielonka, Associate
Tanya Joon, Paralegal
<i>External economists (Berkeley Research Group (BRG))</i>
Mark Bosley
Greg Harman
Edan Miles
Harry Boulton

### **The Proposed Defendants' Inner Confidentiality Ring Members**

<i>Counsel</i>
Daniel Beard KC (Monckton Chambers)
Charlotte Thomas (Brick Court Chambers)
Gayatri Sarathy (Blackstone Chambers)
<i>Linklaters LLP</i>
Tom Cassels, Partner
Nicole Kar, Partner
Sarina Williams, Partner
Verity Egerton-Doyle, Counsel
Alex Hannington, Managing Associate
Aoife Monaghan, Managing Associate
Shirdi Shankar, Associate
Balaji Subramaniam, Associate
Cherie Chen, Trainee Solicitor
Karan Kang, Trainee Solicitor
<i>External economists</i>
Cristina Caffara (Keystone Strategy)
Keler Marku (Keystone Strategy)
Patrick Martin (Keystone Strategy)
Catalina Ravizza (Keystone Strategy)
Jennifer Redmond (Keystone Strategy)
Greg Richards (Keystone Strategy)

Maria Voronina (Keystone Strategy)
Kostis Hatzitaskos (Cornerstone Research)
Vikram Kumar (Cornerstone Research)
Chirayu Baral (Cornerstone Research)
Sinan Corus (Cornerstone Research)
Alex Desbuquois (Cornerstone Research)
<i>The Proposed Defendants</i>
Stephanie Burns, Senior Vice President and General Counsel
Mike Edelman, Vice President, Litigation and Intellectual Property
Eric Grouse, Vice President & Deputy General Counsel, EMEA
Helen Hopson, Senior Corporate Counsel, Legal, IP and Business Affairs
Greg McCurdy, Senior Director, Competition & Regulatory Affairs



ANNEX A2

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

<i>The Proposed Class Representative</i>
Ms Alex Louise Neill, Founder and Director

**The Proposed Defendants' Outer Confidentiality Ring Members**

<i>The Proposed Defendants</i>
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**ANNEX B1 – Undertaking (to be provided by Inner Confidentiality Ring Members)**

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

1. I have read a copy of the Order and understand the implications of the Order 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.
3. Except as expressly contemplated by this Order, I will not disclose or distribute any Inner Confidentiality Ring Information to persons who are not Inner Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. Except as expressly contemplated by this Order, I will not disclose or distribute any Outer Confidentiality Ring Information to persons who are not Outer Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Confidential Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I have read 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 the Order and with any request made pursuant to the Order.
7. 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

documents containing Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times. Such documents will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

8. The production of further copies by me of documents containing Inner Confidentiality Ring Information shall be limited to that required for the use of the Inner Confidentiality Ring Members for the purposes of these Proceedings, and the production of further copies by me of documents containing Outer Confidentiality Ring Information shall be limited to that required for the use of the Outer Confidentiality Ring Members for the purposes of these Proceedings. All such copies shall be held in accordance with the terms of this undertaking.
9. Upon ceasing to be an Inner Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Inner Confidentiality Ring Information in my possession, in accordance with paragraph 7 of the Order. Upon ceasing to be an Outer Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Outer Confidentiality Ring Information in my possession, in accordance with paragraph 7 of the Order. In respect of any Confidential Information that I do not destroy and continue to hold, I will continue to comply with these undertakings after the conclusion of the Proceedings.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted by the Order or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by order of the Tribunal.

Signed:

Date:

**ANNEX B2 – Undertaking (to be provided by Outer Confidentiality Ring Members)**

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

1. I have read a copy of the Order and understand the implications of the Order and the giving of this undertaking.
2. I will treat all Outer Confidentiality Ring 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.
3. Except as expressly contemplated by this Order, I will not disclose or distribute any Outer Confidentiality Ring Information to persons who are not Outer Confidentiality Ring Members or authorise, enable or assist any person to do so. In particular I will not read such information aloud in open proceedings (except to the extent that I am aware of the same information from a source that does not constitute Outer Confidentiality Ring Information and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I have read 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.
5. I will take all such steps as may be necessary or expedient on my part to comply with the Order and with any request made under or pursuant to the Order.
6. Documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times. Such documents will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The production of further copies by me of the documents containing 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. All such copies shall be held in accordance with the terms of this undertaking.

8. Upon ceasing to be an Outer Confidentiality Ring Member, I will immediately destroy (insofar as technologically feasible) or make inaccessible all Outer Confidentiality Ring Information in my possession, in accordance with paragraph 7 of the Order. In respect of any Outer Confidentiality Ring Information that I do not destroy and continue to hold, I will continue to comply with these undertakings after the conclusion of the Proceedings.

PROVIDED ALWAYS that nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted by the Order or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by order of the Tribunal.

Signed:

Date: