



IN THE COMPETITION
APPEAL TRIBUNAL

Case No:1538/5/7/22(T)-1566/5/7/22(T)

BETWEEN:

THE PURSUERS TO THE CLAIMS LISTED IN PART E OF THE SCHEDULE

Pursuers

- V -

THE DEFENDERS TO THE CLAIMS LISTED IN PART E OF THE SCHEDULE

Defenders

- and -

THE THIRD PARTIES TO THE CLAIMS LISTED IN PART E OF THE SCHEDULE

Third Parties

ORDER (CONFIDENTIALITY RING)

UPON the terms of this Order as set out below having been agreed between the Parties

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 BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purposes of this Order:

- (a) “**Common Disclosure**” means any document which has been identified by a disclosing Party as having been disclosed to any Claimant(s) and/or Pursuer(s) in two or more of the Trucks Proceedings.

- (b) **“Commission File Document”** means any document obtained by or submitted to the European Commission which is part of the European Commission’s administrative file relating to its investigation in Case AT.39824 — Trucks, to which the certain Defenders¹ and Third Parties were granted access pursuant to the Notice to access to file OJ C 325 of 22 December 2005 (including any part of those documents and any information contained within those documents) which is disclosed by the Defenders or Third Parties in these proceedings.
- (c) **“Confidential Information”** means Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information.
- (d) **“Settlement Decision”** means the Redacted Confidential Commission Decision as defined in paragraph 11(a) of the Directions Order made by Mrs Justice Rose on 18 December 2017 in Claim No. HC-2016-003422.
- (e) **“Inner Confidentiality Ring Information”** means:
- (i) documents or information provided by a Party or Parties (the **“disclosing Party”**) in these proceedings, including any part of those documents and any information contained within those documents which:
 - 1. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 or paragraph 8 of this Order;
 - 2. are designated as Inner Confidentiality Ring Information by the Tribunal; and
 - (ii) documents such as:
 - 1. working documents created by the receiving Party or its advisers or experts;
 - 2. inter-partes correspondence;

¹ The Second to Fifth Defenders in Claims 1538-1563/5/7/22(T), and the Defender in Claims 1564-1566/5/7/22(T).

3. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
4. transcripts prepared by a third party service provider, which contain or refer to the content of the documents/information provided under (i).

For the avoidance of doubt, redacted versions of the documents described at (ii) 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/information provided under (i).

(f) **“Inner Confidentiality Ring Members”** are:

- (i) 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 5.1 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 5.1 below) where the Proposing Party has complied with paragraph 5.1(c)(ii);
- (ii) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (i) 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
- (iii) 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 (i) 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.

- (g) **“Non-Defender Addressees”** means any addressees of the Settlement Decision which are not Defenders to these proceedings.
- (h) **“Outer Confidentiality Ring Information”** means:
 - (i) documents or information provided by a Party or Parties (the **“disclosing Party”**) in these proceedings, including any part of those documents and any information contained within those documents which:
 - 1. the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 or paragraph 8 of this Order; or
 - 2. are designated as Outer Confidentiality Ring Information by the Tribunal; and
 - (ii) documents such as:
 - 1. working documents created by the receiving Party or its advisers or experts;
 - 2. inter-partes correspondence;
 - 3. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - 4. transcripts prepared by a third party service provider, which contain or refer to the content of the documents/information provided under (i).

For the avoidance of doubt, redacted versions of the documents described at (ii) 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/information provided under (i).

- (i) **“Outer Confidentiality Ring Members”** are:

- (i) Inner Confidentiality Ring Members; and
 - (ii) 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 5.1 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 5.1 below) where the Proposing Party has complied with paragraph 5.1(c)(ii);
 - (iii) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (ii) 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
 - (iv) 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 (ii) 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.
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- (j) **“Party”** or **“Parties”** means a party to these proceedings, including (for the avoidance of doubt) any Third Parties.
 - (k) **“these proceedings”** means the claims more particularly specified at Part E of the Schedule to this Order.
 - (l) **“Scania”** means Scania Aktiebolag, Scania CV Aktiebolag and Scania Deutschland GmbH.

- (m) “**Trucks Proceedings**” means any proceedings before the Tribunal (whether started in the Tribunal or otherwise) in which (a) the Pursuer relies on the decision of the European Commission dated 19 July 2016 in Case AT.39824 – Trucks and (b) one or more of the Defenders in that claim is also a Defender in these proceedings.

2. INNER CONFIDENTIALITY RING 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 Part C of the Schedule to this Order, subject to the following paragraphs of this Order.

3. OUTER CONFIDENTIALITY RING INFORMATION

- 3.1 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, Part C of the Schedule to this Order, subject to the following paragraphs of this Order; or
 - (b) 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.

4. SCOPE OF THE ORDER

- 4.1 For the avoidance of doubt, 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.
- 4.2 Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member in one Trucks Proceeding may discuss any Confidential Information with individuals having the same confidentiality status in either the same or other Trucks Proceedings (each of the Trucks Proceedings involved comprising a “**Relevant Proceeding**”), meaning an ‘Inner Confidentiality Ring Member’ or ‘Outer Confidentiality Ring Member’ (as applicable) as defined in the confidentiality ring orders made in each Relevant

Proceeding, provided that in the case of discussions between individuals in more than one Relevant Proceeding the Confidential Information in question is Common Disclosure as between all Relevant Proceedings and the individuals in question are all Inner Confidentiality Ring members. For the avoidance of doubt, in the case of documents of the nature described at paragraph 1.1(e)(ii) and paragraph 1.1(g)(ii) any parts of such documents that contain or refer to the content of Confidential Information that is not Common Disclosure as between the relevant Trucks Proceedings cannot be discussed with Inner or Outer Confidentiality Ring Members in those proceedings.

5. ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

5.1 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):

- (a) it shall notify and request the express written consent of the other Parties, the non-Defender Addressees and Scania (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;
- (b) following receipt of a notice pursuant to paragraph 5.1(a) 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 4 working days that they so object;
- (c) 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 4 working day period specified in paragraph 5.1(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; and

- (ii) the Proposing Party concerned will provide the written undertaking referred to in paragraph 5.1(c)(i) 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;
 - (d) if any objection referred to in paragraph 5.1(b) above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.
- 5.2 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 and the other Parties. The Party will also comply with paragraph 10.1.
- 6. DESIGNATION OF DOCUMENTS/INFORMATION OTHER THAN COMMISSION FILE DOCUMENTS AND THE SETTLEMENT DECISION**
- 6.1 Paragraphs 6.2 to 6.6 (inclusive) below do not apply to Commission File Documents or the Settlement Decision.
- 6.2 A Party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 6.3 Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the document/information.
- 6.4 A designation of not confidential means that the document/information is not Confidential Information.
- 6.5 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.

6.6 A Party receiving documents/information in these proceedings may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):

- (a) that requesting Party must provide a written request to the disclosing Party (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 disclosing Party 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 6.6(a) above; and
- (c) should the consent referred to in paragraph 6.6(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 (as the requesting Party deems appropriate), provided that notice is given of that application to the other Parties.

7. PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

7.1 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.

7.2 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.

7.3 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 (in the case of a Commission File Document) the non-Defender Addressees and Scania, 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 7.3(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 7.3(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 7.3(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 7.3I(i) above to the Tribunal and other Parties, non-Defender Addressees and Scania;

- 7.4 If any objection referred to in paragraph 7.3 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties, the non-Defender Addressees and Scania.

8. DESIGNATION OF COMMISSION FILE DOCUMENTS

- 8.1 Each Commission File Document disclosed in these proceedings shall be deemed to be designated as either Outer Confidentiality Ring Information, Inner Confidentiality Ring Information, or not confidential, in accordance with the confidentiality designation of that document in the *Dawsongroup/Ryder Proceedings* as at the date that this Order is drawn.
- 8.2 The Pursuers may request that the designation of a Commission File Document be amended from Inner Confidentiality Ring Information to Outer Confidentiality Ring Information, or from Outer Confidentiality Ring Information to not confidential as follows:
- (a) the Pursuers must provide a written request to the Defenders, the non-Defender Addressees and Scania specifying the following:
 - (i) the relevant Commission File Document;
 - (ii) why it is reasonable and necessary for the designation of the Commission File Document to be amended;
 - (b) after receipt of a request under paragraph 8.2(a) above, the Defenders, the non-Defender Addressees and/or Scania may consent in writing to amend the designation of the Commission File Document, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 28 days of having initially received the written request referred to at paragraph 8.2(a) above;
 - (c) in the event that any of the Defenders, the non-Defender Addressees and/or Scania do not respond to the written request referred to at paragraph 8.2(a) above within 28 days of the request being sent, the relevant Defender, the non-Defender Addressee or Scania shall be deemed to consent to the amendment to

the designation of the relevant Commission File Document sought by the Pursuers; and

- (d) should the consent referred to in paragraph 8.2(b) above not be obtained, the Pursuers may apply to the Tribunal for an order that the relevant Commission File Document should be designated as Outer Confidentiality Ring Information or not confidential, provided that notice is given of that application to the other Parties, the non-Defender Addressees and Scania.

- 8.3 The Defender shall indicate in writing that they are disclosing Commission File Documents. Failure to comply with this paragraph does not alter the deemed designation of Commission File Documents in accordance with this paragraph 8.

9. DESIGNATION OF SETTLEMENT DECISION

- 9.1 The Settlement Decision shall be deemed to be designated Outer Confidentiality Ring Information.

10. COPIES OF CONFIDENTIAL INFORMATION

- 10.1 Subject to the exception in paragraph 10.2 below, at the conclusion of these proceedings or when an individual ceases to be involved in these proceedings, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) shall continue to be treated in accordance with this Order unless a Party confirms in writing to the other Parties, the non-Defender Addressees and Scania that the relevant copies of the Confidential Information have been destroyed or made inaccessible. For the avoidance of doubt, any Party that has not confirmed the destruction or inaccessibility of all or any copies of Confidential Information shall continue to treat such copies of Confidential Information in accordance with the terms of this Order.

- 10.2 Paragraph 10 does not apply to a Party in respect of the Confidential Information it provided.

11. UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers

for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties who provided the Confidential Information in these proceedings, and (in the case of a Commission File Document) the non-Defender Addressees and Scania, of all the pertinent facts, and the improperly disclosing Party 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 such recipient(s) not to further disseminate the Confidential Information in any form.

12. DISCLOSURE PURSUANT TO COURT ORDER

- 12.1 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 legal representatives of the Party or Parties which produced the Confidential Information, together with (in the case of a Commission File Document) the non-Defender Addressees and Scania. If the Party which provided the Confidential Information in these proceedings (or the relevant non-Defender Addressee(s) or Scania in the case of a Commission File Document) 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.

13. ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS OR EXPENSES

- 13.1 In the event of any anticipated or actual breach of this Order, any Party, and any of the Non-Defender Addressees and/or Scania may seek to enforce the terms of this Order.
- 13.2 There shall be liberty to apply for the CAT to issue further orders, which shall be on notice to the other Parties, the non-Defender Addressees and Scania.

13.3 The costs of compliance with and of drafting this Order shall be costs in the case or expenses in the cause as appropriate.

14. NOTICES

14.1 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.

14.2 Service of a Notice must be effected by email.

14.3 Notices shall be addressed as follows:

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

Email addresses: trucks@andersonstrathern.co.uk

Katrina.Lumsdaine@andersonstrathern.co.uk

Scott.Flannigan@andersonstrathern.co.uk

Eilidh.MacEwan@andersonstrathern.co.uk

Reference: SCO0749.0001

(b) Notices for the Defenders, Third Parties and Non-Defender Addressees shall be marked for the attention of:

Volvo/Renault:

Email address: (1)\$VRT_Trucks_UK_Confidentiality@freshfields.com

(2) trucks@brodies.com

Reference: 168213:0001 BCT/NJF/RHV/EJP

Mercedes-Benz:

Email address:

(1)_MacfarlanesTrucksConfidentiality@macfarlanes.com

(2) Client.DaimlerTrucksConfidential.UKIME@dentons.com

Reference: (1) CAFF/SJXD/680318

(2) 071789.00001

Iveco:

Email address: IvecoUKConfidentialityNotification@hsf.com

Reference: 30991611/4168/2097

DAF:

Email address: trucks.confidential@pinsentmasons.com

Reference: 674680.07001

MAN:

Email address: SM_MANTrucksConfidentiality@SlaughterandMay.com

Reference: DMT/HEW

(c) Notices for Scania shall be marked for the attention of:

Scania:

Email address: scaniatrucksukconfidentiality@allenovery.com

Reference: JDJH/RUSB/0032310-0000059

Sir Marcus Smith
President of the Competition Appeal Tribunal

Made: 18 March 2024
Drawn: 18 March 2024

This part contains the names of Inner Confidentiality Ring Members:

PART A

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

PART B

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 disclosed 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, the non-Defender Addressees and Scania as follows:

- 1 I have read a copy of the Tribunal's Order dated [date] 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 will comply with the obligations imposed by that 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 exception in paragraph 10.1 of the Order, and to the extent permitted by law, at the conclusion of these proceedings or when I cease to be involved in these proceedings, any and all copies of Confidential Information which are within my control will continue to be treated in accordance with this Order unless I confirm in writing to the other Parties, the non-Defender Addressees and Scania that the relevant copies of the Confidential Information have been destroyed or made inaccessible.

Signed:

Name:

Date:

PART D

UNDERTAKING (TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

In respect of any Outer Confidentiality Ring Information disclosed 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, the non-Defender Addressees and Scania 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 will comply with the obligations imposed by that 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 10.1 of the Order, and to the extent permitted by law, at the conclusion of these proceedings or when I cease to be involved in these proceedings, any and all copies of Confidential Information which are within my control will continue to be treated in accordance with this Order unless I confirm in writing to the other Parties, the non-Defender Addressees and Scania that the relevant copies of the Confidential Information have been destroyed or made inaccessible.

Signed:

Name:

Date:

PART E

1538/5/7/22 (T) Clackmannanshire Council v VFS Financial Services Ltd & Others
1539/5/7/22 (T) Angus Council v VFS Financial Services Limited & Others
1540/5/7/22 (T) East Ayrshire Council v VFS Financial Services Ltd & Others
1541/5/7/22 (T) The City of Edinburgh Council v VFS Financial Services Ltd
1542/5/7/22 (T) East Lothian Council v VFS Financial Services Ltd & Others
1543/5/7/22 (T) East Dunbartonshire Council v VFS Financial Services Limited
1544/5/7/22 (T) Fife Council v VFS Financial Services Ltd & Others
1545/5/7/22 (T) Midlothian Council v VFS Financial Services Ltd & Others
1546/5/7/22 (T) Glasgow City Council v VFS Financial Services Ltd & Others
1547/5/7/22 (T) Dundee City Council v VJ Stockdale and Son Limited v AB Volvo
1548/5/7/22 (T) Scottish Water v VFS Financial Services Limited & Others
1549/5/7/22 (T) West Lothian Council v VFS Financial Services Ltd & Others
1550/5/7/22 (T) Perth & Kinross Council v VFS Financial Services Limited
1551/5/7/22 (T) Stirling Council v VFS Financial Services Limited & Others
1552/5/7/22 (T) Renfrewshire Council v VFS Financial Services Ltd & Others
1553/5/7/22 (T) South Ayrshire Council V VFS & Others
1554/5/7/22 (T) The North Ayrshire Council v VFS Financial Services Limited
1555/5/7/22 (T) Western Isles Council v VFS Financial Services & Others
1556/5/7/22 (T) West Dunbartonshire Council v VFS Financial Services
1557/5/7/22 (T) North Lanarkshire Council v VFS Financial Services Ltd
1558/5/7/22 (T) Scottish Borders Council v VFS Financial Services Limited
1559/5/7/22 (T) Dundee CC & Others t/a Tayside Contracts v VFS FS Ltd & Others
1560/5/7/22 (T) Aberdeenshire Council v VFS Financial Services Ltd & Others
1561/5/7/22 (T) Argyll and Bute Council v VFS Financial Services Limited

1562/5/7/22 (T) East Renfrewshire Council v VFS Financial Services Limited

1563/5/7/22 (T) South Lanarkshire Council v VFS Financial Services Limited

1564/5/7/22 (T) Grahams The Family Dairy (Processing Ltd) v CNH Industrial

1565/5/7/22 (T) Grahams The Family Dairy Ltd v CNH Industrial N.V.

1566/5/7/22 (T) Graham's Dairies Limited v CNH Industrial N.V.