



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1702/5/7/25 (T)

BETWEEN:

LENZING AG & OTHERS

Claimants

- v -

WESTLAKE VINNOLIT GMBH & CO. KG & OTHERS

Defendants

Part 20 Claimants/Defendants

ORDER

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; and (ii) the Parties' rights to make further requests for confidential treatment

AND UPON the Parties having agreed to the terms of this Order

AND UPON each of the persons named in Part A of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Part B of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

AND HAVING REGARD TO the Tribunal's powers under the Competition Appeal Tribunal Rules 2015 (the "**Tribunal Rules**") (and, in particular, Rules 53(2)(h), 101 and 102)

AND HAVING REGARD TO the Tribunal's direction in relation to the disclosure and the management of confidential information under Practice Direction 1/2024

IT IS ORDERED BY CONSENT THAT:

1 DEFINITIONS

1.1 For the purposes of this Order:

- (A) **“Confidential Information”** means information within the scope of paragraph 2.2 below or documents containing such information which has been so designated by the Disclosing Party for the purposes of this Order and disclosed in accordance with paragraph 5 below or designated as such by the Tribunal, and which is not Excluded Information.
- (B) **“Confidentiality Ring Members”** are:
 - (i) those persons from the Claimants’ external legal and expert advisers and from the Defendants’ external legal and expert advisers listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 4.1 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part B 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 Confidentiality Ring Members in accordance with the provisions of paragraph 4.1 below) where the Proposing Party has complied with paragraph 4.1(C)(ii) below;
 - (ii) 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, paralegals or pupil barristers who are required to sign undertakings), IT, reprographics staff and clerks, under the supervision and/or instructions of those persons identified in paragraph 1.1(B)(i) above for the purpose of these proceedings, provided that such persons have been informed of the confidential nature of the Confidential Information and the terms of Part B of the Schedule to this Order (for the avoidance of doubt, the purpose of making such persons aware of the terms of Part B is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such persons);
 - (iii) any external eDisclosure or litigation support provider, including providers of translation services, engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in paragraph 1.1(B)(i) above, who may have access to Confidential Information as a necessary consequence of the provision of their services and whose identity (i.e., the identity of the entity) 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 B of the Schedule to this Order; and
 - (iv) the Tribunal and its personnel (and any appeal court or judicial review court of England and Wales, and its personnel).

- (C) “**Challenging Party**” has the meaning given at paragraph 6.1 below.
- (D) “**Consenting Party**” has the meaning given at paragraph 4.1(A) below.
- (E) “**Disclosing Party**” means in relation to any document or information, the Party that disclosed that document or information in these proceedings.
- (F) “**Excluded Information**” means:
- (i) redacted versions of the documents containing Confidential Information, if they have been redacted so that they no longer contain or refer to the content of the Confidential Information;
 - (ii) documents that use Confidential Information (for example, to provide an aggregation of Confidential Information) but which (a) do not reveal the content of Confidential Information and (b) do not enable the content of Confidential Information to be revealed;
 - (iii) information which becomes generally available to the public (other than due to a breach of this Order);
 - (iv) in respect of a given Receiving Party, information (a) that was lawfully in the possession of that Receiving Party before the information was disclosed to it pursuant to this Order or (b) which lawfully comes into its possession after the information is disclosed to it pursuant to this Order (for the avoidance of doubt, without any breach of this Order);
 - (v) information the Parties agree in writing is not confidential;
 - (vi) information that is the subject of an order or direction of the Tribunal that it is not to be treated as Confidential Information for the purposes of this Order; or
 - (vii) information that is available to a Receiving Party because it appears in a version of a document which has been disclosed in these proceedings, which version has not been designated as constituting or containing Confidential Information, save where the absence of such designation was the result of an obvious mistake.
- (G) “**Limited Access Persons**” has the meaning given at paragraph 7.1 below.
- (H) “**Order**” means this Confidentiality Ring Order.
- (I) “**Party**” or “**Parties**” means a party to any or all of these proceedings, including (for the avoidance of doubt) any Rule 39 Claimants and Defendants.
- (J) “**Proposing Party**” has the meaning given at paragraph 4.1 below.
- (K) “**Receiving Party**” means, in relation to any document or information, the Party that received that document or information in these proceedings.

- (L) “**Relevant Limited Access Persons**” means, in relation to particular Confidential Information, any persons designated as Limited Access Persons in relation to that Confidential Information.
- (M) “**these proceedings**” means the claim filed in the High Court on 11 July 2023 by the Claimants against the Defendants under Claim No. CP-2023-000011, as transferred to the Competition Appeal Tribunal on 30 January 2025 under Case No. 1702/5/7/25 (T) and any connected additional claims inclusive of any future phased or sub-division of the proceedings (including mediation and ADR) and any appeal therefrom.
- (N) “**Tribunal**” means the Competition Appeal Tribunal.

2 CONFIDENTIAL INFORMATION

- 2.1 Confidential Information provided in the context of these proceedings is to be provided or made available solely to the Confidentiality Ring Members and Relevant Limited Access Persons, to be held by them on the terms set out in Part B of the Schedule to this Order, subject to the following paragraphs of this Order.
- 2.2 For the purposes of this Order, it is intended that information designated as Confidential Information will be limited to: (i) information, the wider disclosure of which would be contrary to the public interest; (ii) commercial information, the wider disclosure of which could significantly harm the legitimate business interests of the person(s) or undertaking(s) to which it relates; and/or (iii) information relating to the private affairs of an individual, the wider disclosure of which could significantly harm that individual’s interests.
- 2.3 A Party may identify or designate a document or any part thereof as being Confidential Information only if it contains information within the scope of paragraph 2.2 above.
- 2.4 Information which has been properly designated as Confidential Information remains confidential if it is reproduced or substantively referenced in any further documents such as:
- (A) working documents created by the Receiving Party or its advisers or experts;
 - (B) *inter-partes* correspondence;
 - (C) any documents filed at the Tribunal and/or served on the other Parties, including but not limited to pleadings, witness evidence, expert reports, skeleton arguments, applications, responses and replies to applications, evidence filed in support of applications, evidence filed in response or reply to applications, chronologies, lists of issues, requests for disclosure, Redfern Schedules and draft orders; and
 - (D) transcripts prepared by the Tribunal or a third-party service provider.

3 SCOPE OF THE ORDER

- 3.1 Nothing in this Order or in its Schedules prevents a Party, its advisers or experts from sharing (or from consenting to the sharing of) or otherwise using Confidential Information provided by that Party in these proceedings.

4 ADDITIONS TO THE CONFIDENTIALITY RING

- 4.1 If a Party (the “**Proposing Party**”) wishes to add an additional person as a Confidentiality Ring Member:
- (A) the Proposing Party shall notify and request the express written consent of the other Parties (each a “**Consenting Party**” and together, the “**Consenting Parties**”), and when requesting such written consent specify the name and role of the proposed additional person;
 - (B) following receipt of a notice pursuant to paragraph 4.1(A) above, a Consenting Party shall not unreasonably withhold or delay their consent and if any Consenting Party objects to the proposed addition, they shall notify the Proposing Party in writing within four (4) working days that they so object giving a statement of the reason(s) for the objection;
 - (C) if express consent is given by the Consenting Parties, or the Consenting Parties (or any of them) fail to give express consent and fail to give notice of objection within the four (4) working day period specified in paragraph 4.1(B) above:
 - (i) 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
 - (ii) the Proposing Party concerned will provide the written undertaking referred to in paragraph 4.1(C)(i) above and an amended version of Part A of the Schedule to this Order to the Tribunal and the other Parties.
- 4.2 If any objection referred to in paragraph 4.1(B) above is received, and cannot be resolved as between the Proposing Party and the Party making the objection, the Proposing Party may apply to the Tribunal and give notice of such application to the Consenting Parties.
- 4.3 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 will also comply with paragraph 8 (subject to paragraphs 8.2 and 8.3 below) concerning copies of Confidential Information.
- 4.4 If a Party’s involvement in these proceedings comes to an end by an order of discontinuance or a stay, the persons nominated by that Party as Confidentiality Ring Members shall automatically cease to be Confidentiality Ring Members upon the making by the Tribunal of the relevant order.

5 DESIGNATION OF DOCUMENTS/INFORMATION

- 5.1 Any document/information containing Confidential Information shall be designated as such by the Disclosing Party.
- 5.2 Designation of a document/information as Confidential Information must be made by the Disclosing Party in writing to the Parties receiving the document/information.
- 5.3 When making the request, each document containing information in respect of which confidential treatment is sought should be marked up as follows: (i) the Confidential Information itself must be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it); and (ii) each page of the document must include the header "Contains Confidential Information" in red capitalised font. Such marked up document(s) is/are to be provided promptly after the designation of the relevant document/information and in any event within fourteen (14) days of such designation, unless otherwise agreed between the Parties. The Disclosing Party must state the basis on which the identified information is claimed to be Confidential Information.
- 5.4 In accordance with paragraph 2.4 above, the obligation to highlight Confidential Information and mark documents containing Confidential Information with a header stating "Contains Confidential Information" equally applies to Confidential Information reproduced in other documents, and such other documents containing Confidential Information, insofar as such documents are exchanged between the Parties (by way of service or otherwise) and/or filed with the Tribunal.
- 5.5 Failure to provide a designation for a document/information at the time the document/information is disclosed shall be deemed to be a designation that the document/information in question does not contain Confidential Information. For the avoidance of doubt, in the event a document is not designated as containing Confidential Information, Rule 102 of the Tribunal Rules continues to apply (to the extent it would otherwise have applied).
- 5.6 A Disclosing Party may alter the designation or deemed designation of a document/information to correct an incorrect designation by notice in writing to the Parties receiving the document/information. The other Parties shall not be responsible for any action taken in the meantime in good faith reliance on the original designation.
- 5.7 The designation of any information in a document as Confidential Information by a Disclosing Party may be challenged in accordance with paragraph 6 of this Order.
- 5.8 In respect of documents to be placed in a bundle before the Tribunal, each Disclosing Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:
- (A) Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.

- (B) Each page of any document containing Confidential Information will include the header “Contains Confidential Information” in red capitalised font such that its confidential nature is immediately evident.
- (C) The specific text and/or extract in a document that is Confidential Information will be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it).

5.9 The Disclosing Party shall, if directed by the Tribunal, provide a non-confidential version of the relevant document in accordance with Rule 101(1) of the Tribunal Rules.

6 CHALLENGE TO DESIGNATION OF DOCUMENTS/INFORMATION

6.1 A Party (the “**Challenging Party**”) may request that the Disclosing Party amend the designation of a document/information as Confidential Information in accordance with the terms below:

- (A) that Challenging 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 Challenging 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 the amendment of the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within seven (7) working days of having initially received the written request referred to at paragraph 6.1(A) above; and
- (C) should the consent referred to in paragraph 6.1(B) above not be given, the Challenging Party may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as Confidential Information, provided that notice is given of that application to the other Parties. Any such application must be made as soon as reasonably practicable. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 6.1(C) are to be dealt with on the papers. For the avoidance of doubt, the confidentiality designation of a document in respect of which an application is made shall continue until such time as the challenge is determined by the Tribunal.

6.2 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.

6.3 The deadlines in this paragraph 6 may be extended by agreement between the Challenging Party and the Disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.

7 PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RING

- 7.1 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 (“**Limited Access Persons**”).
- 7.2 If a Party wishes such Confidential Information to be provided or made available to Limited Access 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 Limited Access Person(s), the specific Confidential Information that is to be provided or made available to such Limited Access 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 Limited Access Person(s);
 - (B) following receipt of a notice pursuant to paragraph 7.2(A) above, any 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 Limited Access Person, they shall notify the requesting Party in writing within four (4) working days that they so object;
 - (C) if express consent is given by the recipient(s) of any notice under paragraph 7.2(B) or the recipient(s) (or any of them) fail to give express consent and fail to give notice of objection within the four (4) working day period specified in paragraph 7.2(B) above:
 - (i) the Limited Access 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 or sections of 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 and the other Parties.
- 7.3 If any objection referred to in paragraph 7.2(B) above is received, and cannot be resolved as between the requesting Party and the Party making the objection, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties. Any such application must be made as soon as reasonably practicable. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph are to be dealt with on the papers.

8 COPIES OF CONFIDENTIAL INFORMATION

- 8.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Confidentiality Ring Members to whom they are disclosed.
- 8.2 Subject to the exceptions in paragraph 8.3 below, at the conclusion of these proceedings or when a Party or individual's involvement in these proceedings comes to an end, each Party or individual must within a reasonable time, and in any event within three (3) months, take reasonable steps to securely dispose of all hard copies of Confidential Information provided to it pursuant to this Order and delete or make inaccessible from any computer system or device within its control all electronic copies of such Confidential Information (to the extent reasonably practicable), and at such time, that Party shall notify its respective Confidentiality Ring Members and any Limited Access Persons that they must do the same.
- 8.3 Paragraph 8.2 does not:
- (A) apply to a Party in respect of the Confidential Information it provided;
 - (B) apply to solicitors', counsel's or expert advisers' notes, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents;
 - (C) create an obligation to search for transitory or deeply stored electronic 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 documents and provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies; and
 - (D) 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, or to lawyer or expert 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.
- 8.4 In addition to the exceptions provided for in paragraph 8.3 above, each Party's external legal advisers and expert advisers may retain copies of any documents 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, 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 and expert advisers in question ensure continued compliance with the terms of this Order in respect of the Confidential Information contained in such documents.

9 DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

- 9.1 Disclosure and inspection of any document containing Confidential Information shall be restricted to Confidentiality Ring Members and Relevant Limited Access Persons on the basis that:
- (A) Confidentiality Ring Members and Relevant Limited Access Persons hold the Confidential Information only on the terms set out in Part B of the Schedule to this Order;
 - (B) any such Confidential Information will be treated by the Confidentiality Ring Member or Relevant Limited Access Person as confidential and will be used solely for the purpose of the proper conduct of these proceedings; and
 - (C) subject to paragraph 3.1, no such Confidentiality Ring Member or Relevant Limited Access Person will, save as expressly provided for by this Order, disclose any Confidential Information to any person who is not a Confidentiality Ring Member or Relevant Limited Access Person.
- 9.2 Provided it is for the purpose of the proper conduct of these proceedings, and subject to paragraph 3.1, nothing in this Order shall prohibit any Confidentiality Ring Member or Relevant Limited Access Person from:
- (A) making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (provided that such notes, copies, reports, submissions or other documents shall themselves be treated as Confidential Information); and
 - (B) disclosing any Confidential Information to any other person who is a Confidentiality Ring Member or Relevant Limited Access Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Confidentiality Ring Members or Relevant Limited Access Persons.
- 9.3 During any public hearing in these proceedings, each Party wishing to refer to Confidential 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 court.
- 9.4 Nothing in this Order shall prevent or prohibit a Party receiving the document/information from disclosing Confidential Information to a person who is not a Confidentiality Ring Member or Relevant Limited Access Person and/or referring to such documents or information in open court insofar as any such disclosure:
- (A) has been authorised in writing by the Disclosing Party; and/or
 - (B) is necessary for the purposes of taking any action which is required by applicable law or by a court of competent jurisdiction.

10 UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 10.1 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 Disclosing Party or Parties of all the pertinent facts, and the improperly disclosing Party shall use all reasonable endeavours to prevent further unauthorised disclosure including by using all reasonable endeavours to retrieve all copies of the Confidential Information from the improper recipient(s) thereof and secure the agreement of such recipient(s) to delete the Confidential Information and not to further disseminate the Confidential Information in any form.

11 DISCLOSURE PURSUANT TO COURT ORDER

- 11.1 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 as soon as reasonably possible give notice to the solicitors for the relevant Disclosing Party in these proceedings. If the relevant Disclosing Party does not take steps to prevent the further disclosure of such Confidential Information within ten (10) working days of the date on which such 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. This paragraph only applies to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the relevant Disclosing Party.

12 GENERAL PROVISIONS

- 12.1 This Order is intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 12.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.
- 12.3 This Order and any undertakings given in relation to it are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.
- 12.4 Nothing in this Order or in its Schedules shall prevent or prohibit any Confidentiality Ring Members (as may be extended from time to time) from acting in other proceedings, subject to ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Tribunal Rules, and any applicable professional obligations.
- 12.5 There shall be liberty to apply to vary the terms of this Order, which shall be on notice to the other Parties.
- 12.6 The costs of compliance with and of drafting this Order shall be costs in the case.
- 12.7 This Order shall be served by the Claimants on the Defendants.

13 NOTICES

- 13.1 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.
- 13.2 Service of a Notice must be effected by email.
- 13.3 Notices shall be addressed as follows, or such other email addresses as the Parties may communicate from time to time via their instructed legal advisers:

(A) Notices for the Claimants shall be marked for the attention of:

Email addresses: iforster@stewartslaw.com

lkeen@stewartslaw.com

rhooton@stewartslaw.com

Reference: KLP/IF/108422.1

(B) Notices for the First to Third and Fifth and Sixth Defendants shall be marked for the attention of Boris Bronfentrinker and Elaine Whiteford of Willkie Farr & Gallagher (UK) LLP and sent to:

Email addresses: bbronfentrinker@willkie.com

ewhiteford@willkie.com

WFG_Westlake@willkie.com

Reference: 135624-00001 BB/EW/JK/OS/MG

(C) Notices for the Seventh to Thirteenth Defendants shall be marked for the attention of Slaughter and May and sent to:

Email addresses: peter.wickham@slaughterandmay.com

elizabeth.jordan@slaughterandmay.com

xander.jackman@slaughterandmay.com

orla.horan@slaughterandmay.com

inovynlenzing@slaughterandmay.com

Reference: PDXW / EXJ

Hodge Malek KC

Made: 11 April 2025

Chair of the Competition Appeal Tribunal

Drawn: 14 April 2025

This part contains the names of Confidentiality Ring Members:

PART A

The Claimants' Confidentiality Ring Members

Stewarts Law LLP

Kate Pollock

Inge Forster

Leah Keen

Mark Lewis

Kirsty Bourke

Ryan Hooton

Shaun Kelly

Emily Childs

Matthew Faulkner

Devon Robinson

Mathew Tilson

Counsel

Michael Armitage

Hugh Whelan

The First to Third and Fifth and Sixth Defendants' Confidentiality Ring Members

Willkie Farr & Gallagher (UK) LLP

Boris Bronfentrinker

Elaine Whiteford

Jane Kluske

Oliwia Siutkowska

Max Greenhalgh

Joshua Lam

Counsel

Josh Holmes KC

Conor McCarthy

The Seventh to Thirteenth Defendants' Confidentiality Ring Members

Slaughter and May

Holly Ware

Peter Wickham

Elizabeth Jordan

Xander Jackman

Orla Horan

Eleanor Taylor

Cartell Cheema

William Leatherby

Counsel

Anneli Howard KC

Nikolaus Grubeck

PART B

UNDERTAKING TO BE PROVIDED BY CONFIDENTIALITY RING MEMBERS OR LIMITED ACCESS PERSONS

In respect of any Confidential Information disclosed to them pursuant to this Order, each Confidentiality Ring Member and or Limited Access Person 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 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 am aware of and will comply with the obligations imposed by the rule.
- 3 I will not disclose, discuss, copy, reproduce or distribute any Confidential Information to any person who is not a Confidentiality Ring Member or Relevant Limited Access Person except as expressly contemplated by the Tribunal's Order (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 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).
- 5 Upon ceasing to be a Confidentiality Ring Member or at the conclusion of these proceedings, I will within a reasonable time, and in any event within three (3) months, take reasonable steps to securely dispose of all hard copies of Confidential Information in my possession and delete or make inaccessible from any computer system or device within my control all electronic copies of Confidential Information (to the extent reasonably practicable), in accordance with paragraphs 4.3 and 8.2-8.4 of the Order, or procure that the same is done on my behalf.
- 6 I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Order.
- 7 I will otherwise comply with the Order, including by not disclosing Confidential Information to persons other than relevant Confidentiality Ring Members (or Relevant Limited Access Persons).
- 8 The documents containing any Confidential Information will remain in my custody or the custody of another Confidentiality Ring Member (or Relevant Limited Access Person) at

all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

- 9 The production of further copies by me of the documents containing Confidential Information shall be limited to those required for the use of the Confidentiality Ring Members (or Relevant Limited Access Persons) for the purposes of these proceedings only and such copies shall be held in accordance with the terms of this undertaking.
- 10 I will continue to comply with this undertaking after the conclusion of these proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
- 11 Nothing in this undertaking shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
- 12 Nothing in this undertaking shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Organisation:

Date: