



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1698/7/724

BETWEEN:

CLARE MARY JOAN SPOTTISWOODE CBE

Applicant / Proposed Class Representative

-and-

(1) AIRWAVE SOLUTIONS LIMITED

(2) MOTOROLA SOLUTIONS UK LIMITED

(3) MOTOROLA SOLUTIONS INC

Respondents / Proposed Defendants

CONFIDENTIALITY RING ORDER

UPON reading the correspondence from the legal representatives of the Parties to the above-referenced proceedings (the "**Proceedings**") relating to the establishment of a confidentiality ring by consent

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 (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

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

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

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purpose of this Order, the following terms have the following definitions:

1.1.1 **Challenging Party** has the meaning given at paragraph 6.1.1 below.

1.1.2 **Confidential Information** means Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information.

1.1.3 **Disclosing Party** means, in relation to any document or information, the Party that disclosed that document or information in the Proceedings.

1.1.4 **Excluded Information** means:

- (a) documents that use Confidential Information (for example, to provide an aggregation of Confidential Information) but which (a) do not reveal the content of the Confidential Information and (b) do not enable the content of the Confidential Information to be revealed;
- (b) information which becomes generally available to the public (other than through the act or omission of a Receiving Party);
- (c) information that was lawfully in the possession of a Party before the information was disclosed to it pursuant to this Order;
- (d) information the Parties agree in writing is not confidential;
- (e) information that is the subject of an Order of the Tribunal that it is not to be treated as Confidential Information for the purposes of this Order; or
- (f) information that is available to a 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 obvious mistake.

1.1.5 **Guide** means the Tribunal's 2015 Guide to proceedings.

1.1.6 **Inner Confidentiality Ring Information** means:

- (a) Documents disclosed in these Proceedings, including any part of those documents and any information contained within those documents which:

- (i) The Disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 5.1 of this Order; or
 - (ii) Are designated as Inner Confidentiality Ring Information by the Tribunal.
- (b) Without prejudice to the generality of paragraph 1.1.6(a) above, documents insofar as they contain information or refer to the content of documents/information provided under paragraph 1.1.6(a), including for the avoidance of doubt:
 - (i) working documents created by the Receiving Party or its advisers or experts;
 - (ii) *inter partes* correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third-party service provider.
- (c) For the avoidance of doubt, redacted versions of the documents described at paragraph 1.1.6(b) are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 1.1.6(a); and
- (d) Inner Confidentiality Ring Information shall not include Excluded Information.

1.1.7 Inner Confidentiality Ring Members are:

- (a) Those persons listed in Annex A to this Order, as amended from time to time in accordance with the provisions of paragraph 8 below or an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Annex C to this Order and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 8) where the proposing Party has complied with paragraph 8.1.
- (b) Necessary secretarial, business services and other support personnel including for the avoidance of doubt internal providers of translation, eDisclosure or litigation support services (not including trainee solicitors or paralegals who are required to sign undertakings), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1.7(a), provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex C to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Annex is to reinforce the importance of keeping the information

confidential and not to impose additional obligations on such person); and

- (c) Any external eDisclosure or litigation support provider engaged by any of the Parties in connection with these Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraph 1.1.7(a) who may have access to Inner Confidentiality Ring Information as a 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 of the Confidential Information being provided to them, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Annex C to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Annex is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person).
- (d) Nothing in this Order shall prevent personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the Solicitors Regulation Authority ("SRA") from having access to documents containing Inner Confidentiality Ring Information on firm/chambers IT systems, subject to their usual confidentiality obligations.

1.1.8 **Order** means this Confidentiality Ring Order.

1.1.9 **Outer Confidentiality Ring Information** means:

- (a) Documents disclosed in these Proceedings, including any part of those documents and any information contained within those documents which:
 - (i) the Disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 5.1 of this Order; or
 - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal.
- (b) Without prejudice to the generality of 1.1.9(a) above, documents insofar as they contain information or refer to the content of the documents/information provided under 1.1.9(a), including for the avoidance of doubt:
 - (i) working documents created by the Receiving Party or its advisers or experts;
 - (ii) *inter partes* correspondence;
 - (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

- (iv) transcripts prepared by a third party service provider.
- (c) For the avoidance of doubt, redacted versions of the documents described at paragraph 1.1.9(b) are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 1.1.9(a); and
- (d) Outer Confidentiality Ring Information shall not include Excluded Information.

1.1.10 Outer Confidentiality Ring Members are:

- (a) Those individuals who are also Inner Confidentiality Ring Members;
- (b) Those persons listed in Annex B to this Order, as amended from time to time in accordance with the provisions of paragraph 8 or by an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Annex D to this Order and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 8) where the proposing Party has complied with paragraph 8.1;
- (c) necessary secretarial, business services and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals who are required to sign undertakings), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified in paragraphs 1.1.10(a) and 1.1.10(b), provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex D to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Annex is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and
- (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these Proceedings to provide eDisclosure or similar services in support of those persons identified in paragraphs 1.1.10(a) and 1.1.10(b), who may have access to Outer Confidentiality Ring Information as a 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 of the Confidential Information being provided to them, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Annex D to this Order.
- (e) Nothing in this Order shall prevent personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the SRA from having access to documents containing Outer Confidentiality Ring Information on firm/chambers IT systems, subject to their usual confidentiality obligations.

1.1.11 **Parties** means the Proposed Class Representative and/or the Proposed Defendants, with each individually being a “**Party**”.

1.1.12 **Permitted Persons** means:

- (a) Inner Confidentiality Ring Members and Outer Confidentiality Ring Members that have provided a copy of their signed undertakings to all Parties and the Tribunal in the forms set out in Annexes C and D respectively to this Order where the proposing Party has complied with paragraph 8.1 below; and
- (b) the Tribunal and its personnel (and any appeal Court or judicial review Court of England and Wales, and its personnel).

1.1.13 **Proposed Class Representative** means Clare Mary Joan Spottiswoode CBE.

1.1.14 **Proposed Defendants** means Airwave Solutions Limited, Motorola Solutions UK Limited and Motorola Solutions, Inc.

1.1.15 **Receiving Party** means, in relation to any document, the Party that received that document or information in the Proceedings.

1.1.16 **Tribunal** means the Competition Appeal Tribunal.

2. **CONFIDENTIAL INFORMATION**

2.1 Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held on the terms set out in Annexes C and D to this Order, subject to the following paragraphs of these Confidentiality Terms.

2.2 In accordance with paragraph 7.35 of the Guide, for the purposes of this Order, Confidential Information is, in broad terms:

- (i) information, the disclosure of which would be contrary to the public interest (including, but not limited to, matters involving national security, public safety, public health and/or public order);
- (ii) business, commercial, financial and/or technical information, the disclosure of which could significantly harm the legitimate business or operational interests of the person(s) or undertaking(s) to which it relates;
- (iii) information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual’s interests; and/or
- (iv) information which is subject to obligations (contractual or otherwise) which would otherwise be breached by the disclosure by one Party to another and/or to third parties.

unless such information is, at the time of disclosure already published or generally available to the public or, after the time of disclosure, is published or becomes

generally available to the public, other than through the act or omission of a Receiving Party or a Permitted Person in breach of this Order.

- 2.3 A Party should identify or designate a document or any part thereof as being Confidential Information only if it contains information within the meaning of paragraph 2.1 above.
- 2.4 Information which has been properly designated as Confidential Information remains confidential if it is reproduced in any further documents such as:
 - 2.4.1 *inter partes* correspondence;
 - 2.4.2 documents filed at the Tribunal such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders;
 - 2.4.3 transcripts prepared by a third-party service provider; and
 - 2.4.4 working documents created by the Receiving Party or its advisors or experts.

3. **INNER CONFIDENTIALITY RING INFORMATION**

- 3.1 When Inner Confidentiality Ring Information is disclosed in the context of these Proceedings, it 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 C to this Order, subject to the following paragraphs of this Order.

4. **OUTER CONFIDENTIALITY RING INFORMATION**

- 4.1 When Outer Confidentiality Ring Information is disclosed in the context of these Proceedings, it is to be provided or made available solely to the Outer Confidentiality Ring Members, to be held by them on the terms set out in:
 - 4.1.1 if the individual is also an Inner Confidentiality Ring Member, Annex C to this Order, subject to the following paragraphs of this Order; or
 - 4.1.2 if the individual is not also an Inner Confidentiality Ring Member, Annex D to this Order, subject to the following paragraphs of this Order.

5. **IDENTIFICATION AND DESIGNATION OF CONFIDENTIAL INFORMATION**

- 5.1 A Disclosing Party may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential. In doing so, the following procedures shall apply:
 - 5.1.1 the Disclosing Party must notify the Receiving Party in writing that it is disclosing a document containing Confidential Information, identify the part or parts of the document claimed to be Confidential Information, provide reasons explaining the basis on which it considers the document, or a group of documents, should be designated a Confidential Document or Confidential

Documents and state whether the document/information is Inner Confidentiality Ring Information or Outer Confidentiality Ring Information;

- 5.1.2 a designation of "not confidential" means that the document does not contain Confidential Information;
 - 5.1.3 failure to provide a designation for a document at the time the document is disclosed means the document shall be deemed not to contain Confidential Information;
 - 5.1.4 the Disclosing Party may alter the designation of a document/information to correct an incorrect designation or an omission to designate by notice in writing to the Receiving Party; and
 - 5.1.5 the designation of any document/information in a document as Confidential Information by a Party may be challenged in accordance with paragraph 6 of this Order.
- 5.2 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).
- 5.3 Each Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:
- 5.3.1 Any bundle index will state which documents contain Confidential Information and identify the Party to which the Confidential Information relates.
 - 5.3.2 Any document containing Confidential Information will be clearly labelled as confidential in capitalised font at the top of each relevant page of the document such that its confidential nature is immediately evident.
 - 5.3.3 The specific text and/or extract in a document (excluding *inter partes* correspondence) that is Confidential Information will be identified with square brackets around the confidential extract and highlighted in a prominent colour to identify whether the Confidential Information belongs to a Party to these proceedings (and which) or to a third party (without obscuring the content of the document).
- 5.4 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 and paragraphs 7.48 to 7.50 of the Guide.
- 5.5 Each Party wishing to refer to Confidential Information during a public hearing shall indicate to the Tribunal that the document contains Confidential Information prior to referring to the Confidential Information and shall refrain from reading the Confidential Information aloud in open Tribunal. Following such an indication to the Tribunal, the parties agree that Rule 99 shall apply.

6. CHALLENGE TO CLAIMS FOR CONFIDENTIALITY

6.1 The designation of information in a document as Confidential Information by a Party may be challenged in accordance with the terms below:

6.1.1 If a Party wishes to challenge the designation by a Disclosing Party of information in a document as Confidential Information (the “**Challenging Party**”), the Challenging Party shall write to the Disclosing Party specifying:

- (a) the relevant document/information concerned;
- (b) the designation the Challenging Party considers to be appropriate; and
- (c) why it is reasonable and necessary for the designation of the document/information to be altered.

6.1.2 In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld. The Disclosing Party may provide any further reasons justifying the original designation (in addition to the reasons provided pursuant to paragraph 5.1.1). 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 6.1.1.

6.1.3 If the Challenging Party wishes to maintain its challenge following receipt of the Disclosing Party’s response pursuant to paragraph 6.1.2, it may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as Confidential Information, provided that prior written notice of that application is given to the Disclosing Party. Any such application must be made as soon as reasonably possible. For the avoidance of doubt, the confidentiality designation of a document in respect of which an application is made shall continue to be designated as containing Confidential Information until such time as the challenge is determined by the Tribunal.

6.1.4 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.

6.2 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. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION

7.1 Disclosure and inspection of any document containing Confidential Information shall be restricted to the Permitted Persons on the basis that:

7.1.1 the recipient Permitted Person holds the Confidential Information only on the terms set out in either Annexes C or D to this Order;

- 7.1.2 any such Confidential Information will be treated by the Permitted Person as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and
 - 7.1.3 no such Permitted Person will, save as expressly provided for by this Order, disclose any Confidential Information to any person who is not a Permitted Person.
- 7.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any Permitted Person from:
 - 7.2.1 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 in accordance with paragraph 1.1.2 above); and
 - 7.2.2 disclosing any Confidential Information to any other person who is a Permitted Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.
- 7.3 In the event of any disclosure of Confidential Information other than as authorised by this Order (including any unintentional or inadvertent disclosure):
 - 7.3.1 solicitors representing the improperly Disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;
 - 7.3.2 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); and
 - 7.3.3 the improperly Disclosing Party shall use all reasonable endeavours to secure the agreement of the improper recipient(s) to delete the Confidential Information and to not further disseminate the Confidential Information in any form.
- 7.4 If at any time a Receiving Party becomes the subject of a court disclosure or discovery order (or similar) anywhere in the world requiring disclosure of the Disclosing Party's Confidential Information, the Receiving Party shall immediately give written notice to the legal representative of the Disclosing Party. Subject to any action that the Disclosing Party may take in the other proceedings concerned which prevents such disclosure, nothing in this Order shall prevent or prohibit the Receiving Party from disclosing Confidential Information in accordance with the terms of the relevant court disclosure or discovery (or similar) order to a person who is not a Permitted Person insofar as any such disclosure has been authorised in writing by the Disclosing Party and/or is necessary for the purposes of taking any action which is required by the applicable law or by the relevant court of competent jurisdiction. In these circumstances, a Receiving Party may produce such Confidential Information but shall take all reasonable measures to ensure the Confidential Information is treated in accordance with the terms of this Order.

8. ADDITION OR REMOVAL OF PERMITTED PERSONS

8.1 A Party seeking to designate an additional person as a Permitted Person must:

8.1.1 seek permission in writing from the other Parties for the additional person to be designated as a Permitted Person, stating whether that person is to be included as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member; and

8.1.2 provide details of that person's name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.

8.2 Each Party, other than the requesting Party, shall confirm within three (3) clear working days of receipt of the written request referred to in paragraph 8.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.

8.3 If a Party does not consent under paragraph 8.2 to the person being designated as a Permitted Person, then that Party must provide written reasons for why permission is refused within three (3) clear working days of receipt of such refusal.

8.4 If express consent under paragraph 8.2 is given by the Party receiving the request, or no Party raises an objection in accordance with paragraph 8.3 above within three (3) clear working days of receipt of the written request, the additional person shall be required to sign the undertakings at Annexes C or D respectively to this Order and the Party requesting their admission shall be required to provide a copy of the signed undertakings to the other Parties and the Tribunal. The additional person will then be designated as a Permitted Person.

8.5 If there are any disputes which cannot be resolved by the Parties, the Party seeking to include the additional person as a Permitted Person may apply to the Tribunal to include the additional person as a Permitted Person, provided written notice of such application is given to the other Parties. The additional person will become a Permitted Person if the Tribunal so orders.

8.6 If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Parties. The Party will also comply with paragraph 10.2. For the avoidance of doubt, a Party may only remove persons whom it previously proposed as a Permitted Person (initially or by following the process in paragraphs 8.1-8.4).

8.7 Annexes A and B to this Order reflect the current list, for each Party, of individuals who are Permitted Persons and who have signed an undertaking in the form set out at either Annex C or D to this Order and provided a copy to all Parties and the Tribunal in accordance with this paragraph.

8.8 The Parties shall keep Annexes A and B to this Order updated upon the addition or removal of any Permitted Persons and shall provide an updated copy of the relevant Annex to the other Parties and the Tribunal upon each such addition or removal. For the avoidance of doubt, there is no requirement to amend this Order upon the addition or removal of Permitted Persons from the lists contained within Annexes A and B to this Order.

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

- 9.1 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.
- 9.2 A Party that receives Confidential Information in these proceedings may request that:
- 9.2.1 certain Confidential Information can be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or
- 9.2.2 certain Inner Confidentiality Ring Information can be provided or made available to one or more Outer Confidentiality Ring Members.
- 9.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- 9.3.1 it shall notify and request the express written consent of the other Parties, and when requesting such written consent specify the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
- 9.3.2 following receipt of a notice pursuant to paragraph 9.3.1 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 ten (10) working days of the date on which such written notice was given that they so object;
- 9.3.3 if express consent is given by the recipient(s) of any notice under paragraph 9.3.1 or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the ten (10) working days period specified in paragraph 9.3.2 above:
- (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Annexes C and D (as appropriate) to this Order, as amended to list the specific documents that are to be provided or made available to them; and
- (b) the Party concerned will provide the written undertaking referred to in paragraph (a) above to the Tribunal and the other Parties.
- 9.4 If any objection referred to in paragraph 9.3 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties.

10. COPIES OF CONFIDENTIAL INFORMATION

- 10.1 The production of further copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.
- 10.2 Subject to the exception in paragraph 10.3 below, at the conclusion of these proceedings or when an individual ceases to be involved in these proceedings, copies of all documents containing Confidential Information provided to them pursuant to this Order should be destroyed or made inaccessible. All copies of Confidential Information (in both hard and soft copy) shall continue to be treated in accordance with this Order unless and until a Party confirms in writing to the other Parties 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.
- 10.3 The requirement in paragraph 10.2 above to destroy or render inaccessible Confidential Information is subject to the following exceptions:
 - 10.3.1 Paragraph 10.2 does not apply to solicitors', counsel's or experts' notes.
 - 10.3.2 Paragraph 10.2 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the Receiving Party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.
 - 10.3.3 Paragraph 10.2 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the proceedings, as well as lawyer or expert work product referring to Confidential Information.
 - 10.3.4 Paragraph 10.2 does not apply to a Party in respect of the Confidential Information it provided.

11. NOTICES

- 11.1 Any notice, consent or objection to be given under or in connection with this Order (each a “**Notice**” for the purposes of this paragraph) shall be in writing.
- 11.2 Service of a Notice must be effected by email.
- 11.3 Notices shall be addressed as follows, or to such other email addresses as the Parties may communicate from time to time via their instructed legal advisers:
 - 11.3.1 Notices for the Proposed Class Representative shall be marked for the attention of Ashurst LLP and sent to:

Email addresses:

jon.gale@ashurst.com

anna.morfey@ashurst.com

max.strasberg@ashurst.com

india.case@ashurst.com

projectopheliaclassaction@ashurst.com

Reference: JWG/AMORFE/1000.218.388

11.3.2 Notices for the Proposed Defendants shall be marked for the attention of Herbert Smith Freehills LLP and sent to:

Email addresses:

gregg.rowan@hsf.com

stephen.wisking@hsf.com

suzy.campbell@hsf.com

naomi.reid@hsf.com

hannah.williams@hsf.com

AirwaveCPO@hsf.com

Reference: 3107149/9100

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 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 the Annexes to these terms shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the Tribunal Rules, and any applicable professional obligations.
- 12.5 For the avoidance of doubt, nothing in this Order or in its Annexes applies to documents and/or information received by a Party other than via these proceedings under the terms of this Order.
- 12.6 There shall be liberty to apply, if appropriate.

12.7 Costs in the case.

The Honourable Mrs Justice Bacon
Chair of the Competition Appeal Tribunal

Made: 12 May 2025
Drawn: 12 May 2025

ANNEX A: INNER CONFIDENTIALITY RING MEMBERS

The Proposed Class Representative's Permitted Persons

The Proposed Class Representative

- Clare Spottiswoode CBE

Counsel

- Rhodri Thompson KC (Matrix Chambers)
- Anneli Howard KC (Monckton Chambers)
- Professor Suzanne Rab (Matrix Chambers)
- Benjamin Williams KC (4 New Square Chambers)

Solicitors (Ashurst LLP)

- Jon Gale, Partner
- Anna Morfey, Partner
- Max Strasberg, Senior Associate
- Hayden Dunnett, Senior Associate
- India Case, Senior Associate
- Zachary Matthews, Solicitor
- Brihadeesh Murali, Solicitor
- James O'Neill, Trainee Solicitor
- James Walker, Trainee Solicitor

Solicitors (White & Case LLP)

- Euan Burrows, Partner

Economists (Ashurst LLP)

- David Wirth, Director
- Tom Punton, Senior Competition Economist
- Oliver Noble, Competition Economist
- Jack Haile, Competition Economist

External economists (Oxera Consulting LLP)

- Joseph Bell, Partner
- Tom Davies, Senior Consultant
- Peter Bajada, Senior Consultant
- Rithica Mothi Sayeeram, Analyst
- Adriano Barbera, Managing Consultant

Proposed Defendants' Permitted Persons

Counsel

- Brian Kennelly KC (Blackstone Chambers)
- Tony Singla KC (Brick Court)
- Jamie Carpenter KC
- Tom Coates (Blackstone Chambers)
- Paul Luckhurst (Blackstone Chambers)

Solicitors (Herbert Smith Freehills LLP)

- Gregg Rowan, Partner
- Stephen Wisking, Partner
- Suzy Campbell, Of Counsel
- Naomi Reid, Senior Associate
- Hannah Williams, Associate
- Karin Pastikova, Associate
- Felicity White, Trainee Solicitor

External economists ([●])

- [●]

ANNEX B: OUTER CONFIDENTIALITY RING MEMBERS

Proposed Defendants' Permitted Persons

Proposed Defendants Representatives

- David England
- Jim Niewiara
- Mark Hacker

ANNEX C: UNDERTAKING (TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Confidential Information disclosed pursuant to this agreed Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements to the extent applicable. The defined terms in this Order are used in this Annex.

I, [insert name], of [firm, company, or establishment] being [legal or other title] undertake to the Tribunal as follows:

1. I have read a copy of this Order and understand its implications, the provisions of the Order, and the giving of these undertakings.
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 the Order, I will not use, disclose, discuss, copy, reproduce or distribute any such Confidential Information to persons who are not entitled to access the Inner Confidentiality Ring Information or Outer Confidentiality Ring Information as applicable, or authorise, enable or assist any person to do so (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. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Tribunal Rules 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 any request made under or pursuant to the Order.
6. I will otherwise comply with the Order, including by not disclosing relevant Confidential Information to persons other than relevant Inner or Outer Confidentiality Ring Members as applicable.
7. The documents containing any Confidential Information will remain in my custody at all times and 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 the documents containing Confidential Information shall be limited to that reasonably required for the purposes of these Proceedings and such copies shall be held in accordance with the terms of these undertakings.
9. Subject to the exception in paragraph 10.3 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 that the relevant copies of the Confidential Information have been destroyed or made inaccessible. For the avoidance of doubt, if I do not confirm destruction or inaccessibility of all or any copies of Confidential Information, I will

continue to treat such copies of Confidential Information in accordance with the terms of this Order.

10. Nothing in these undertakings 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.
11. Nothing in these undertakings 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:

Date:

ANNEX D: UNDERTAKING (TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

In respect of any Outer Confidentiality Ring Information disclosed pursuant to this agreed Order, each Outer Confidentiality Ring Member undertakes that they will comply with the following requirements to the extent applicable. The defined terms in this Order are used in this Annex.

I, [insert name], of [firm, company, or establishment] being [legal or other title] undertake to the Tribunal as follows:

1. I have read a copy of this Order and understand its implications, the provisions of the Order, and the giving of these undertakings.
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 Outer Confidentiality Ring Information only for the purpose of the proper conduct of the Proceedings.
3. Except as expressly contemplated by the Order, I will not use, disclose, discuss, copy, reproduce or distribute any such 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 Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Tribunal Rules 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 any request made under or pursuant to the Order.
6. I will otherwise comply with the Order, including by not disclosing Outer Confidentiality Ring Information to persons other than relevant Outer Confidentiality Ring Members.
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 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 the documents containing Outer Confidentiality Ring Information shall be limited to that reasonably required for the use of the Outer Confidentiality Ring Members for the purposes of these Proceedings and such copies shall be held in accordance with the terms of these undertakings.
9. Subject to the exception in paragraph 10.3 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 that the relevant copies of the Confidential Information have

been destroyed or made inaccessible. For the avoidance of doubt, if I do not confirm destruction or inaccessibility of all or any copies of Confidential Information, I will continue to treat such copies of Confidential Information in accordance with the terms of this Order.

10. Nothing in these undertakings shall prevent or prohibit the owner of the Outer Confidentiality Ring Information from taking any action in relation to that information, which they would otherwise be entitled to take.
11. Nothing in these undertakings 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:

Date: