



IN THE
COMPETITION
APPEAL TRIBUNAL

Case Nos: 1408/7/7/21
1378/5/7/20
1673/7/7/24

BETWEEN:

ELIZABETH HELEN COLL

Coll Class Representative

and

- (1) ALPHABET INC.**
- (2) GOOGLE LLC**
- (3) GOOGLE IRELAND LIMITED**
- (4) GOOGLE COMMERCE LIMITED**
- (5) GOOGLE PAYMENT LIMITED**

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

AND BETWEEN:

(1) EPIC GAMES, INC.

(2) EPIC GAMES ENTERTAINMENT INTERNATIONAL GMBH

Claimants (together, **Epic**)

and

(1) ALPHABET INC.

**(2) GOOGLE LLC
(3) GOOGLE IRELAND LIMITED
(4) GOOGLE COMMERCE LIMITED
(5) GOOGLE PAYMENT LIMITED**

Defendants

and

THE COMPETITION AND MARKETS AUTHORITY

Intervener

AND BETWEEN

PROFESSOR BARRY RODGER

Rodger Class Representative

and

**(1) ALPHABET INC
(2) GOOGLE LLC
(3) GOOGLE IRELAND LIMITED
(4) GOOGLE ASIA PACIFIC PTE. LIMITED
(5) GOOGLE COMMERCE LIMITED
(6) GOOGLE PAYMENT LIMITED
(7) GOOGLE UK LIMITED**

Defendants (together, **Google**)

JOINT CONFIDENTIALITY RING ORDER

UPON hearing Leading Counsel for each of Epic and Google, and Counsel for the Class Representative in the Coll Proceedings at a hearing directed by the Tribunal on 25 March 2024 (“**Consolidation Hearing**”)

AND UPON the Order of the Chair in the Consolidated Epic and Coll Proceedings dated 15 May 2024 establishing a composite CRO in the Epic and Coll Proceedings (“**Partial Consolidation CRO**”)

AND UPON the Order of the Chairs in the Epic Proceedings and the Coll Proceedings made and drawn on 15 May 2024 further to the Consolidation Hearing

AND UPON Schedule 1 to the Order of the Tribunal in case 1378/5/7/20 (“**Epic Proceedings**”) dated 15 May 2024 establishing a confidentiality ring in the Epic Proceedings (“**Epic Proceedings CRO**”) and the parties to the Epic Proceedings entering into written agreements regarding the sharing of information, documents and work product containing Protected Material (as defined herein) between these proceedings, the US Proceedings (as defined herein) and proceedings in Australia with case number NSD 190 of 2021 (Epic Games, Inc. & Ors v Google LLC & Ors) (the “Sharing Agreements”)

AND UPON Schedule 2 to the Order of the Tribunal in case 1408/7/7/21 (“**Coll Proceedings**”) dated 15 May 2024 establishing a confidentiality ring in the Coll Proceedings (“**Coll Proceedings CRO**”)

AND UPON the Order of the Chair in case 1673/7/7/24 (“**Rodger Proceedings**”) dated 14 January 2025 establishing a confidentiality ring in the Rodger Proceedings (“**Rodger Proceedings CRO**”)

AND UPON hearing Leading Counsel for each of the Class Representative in the Rodger Proceedings, the Class Representative in the Coll Proceedings, Epic and Google at a joint case management conference on 14 March 2025

AND UPON the Order of the Chair in the Rodger Proceedings dated 24 March 2025 ordering the joint case management of the Epic Proceedings, the Coll Proceedings and the Rodger Proceedings (the “**Joint Case Management Order**”).

IT IS ORDERED THAT:

TRANSITIONAL PROVISIONS

1. The present Joint Confidentiality Ring Order (the “**Joint CRO**”) shall apply to all Protected Material (as defined in the Epic Proceedings CRO) or Confidential Information (as defined in the Coll Proceedings CRO) already disclosed, provided, filed or served by any party in the Epic Proceedings, Coll Proceedings or Rodger Proceedings, which shall be treated as Protected Material under this Joint CRO. Paragraph 4 below sets out the process for any necessary re-designation arising as a result of this paragraph. The Epic Proceedings CRO, Coll Proceedings CRO, Partial Consolidation CRO and Rodger Proceedings CRO shall be replaced by the Joint CRO and shall therefore no longer apply, subject to paragraph 3 below.
2. Each of the persons named in Part A of Annex A of this Joint CRO (each being a person previously authorised to access confidential information under the terms of the Epic Proceedings CRO, the Coll Proceedings CRO and / or the Rodger Proceedings CRO) shall by the date falling 28 days following the date of this CRO enter into undertakings in the form set out in Part B of Annex A to this Joint CRO. Pending that deadline undertakings signed by those individuals shall continue to apply in respect of this Joint CRO and such persons shall continue to be designated in line with their respective access rights as defined in paragraphs 9 to 20 below.
3. Paragraphs 4 to 17 of the Epic Proceedings CRO shall continue to apply with respect to the access by the US Parties (as defined below) and their “House Counsel”, “Outside Counsel of Record” and “Experts” in the US Proceedings (each as defined in the Stipulated Amended Protective Order) to any materials disclosed by Epic or Google in the Epic Proceedings, and to the use of such materials for the purpose of the US Proceedings. Nothing in this Joint CRO varies or waives the terms of the Sharing Agreements, which shall continue in full force and effect by reference to this Joint CRO and / or the Epic Proceedings CRO (as preserved above) as applicable.
4. Google shall re-produce copies of its existing disclosure with confidentiality designations under this Joint CRO in the following circumstances and manner:
 - (a) Where documents that have been disclosed by Google in the Epic Proceedings have also been disclosed by Google in the Coll Proceedings with a confidentiality designation pursuant to the Coll Proceedings CRO, the designation given in the Epic Proceedings shall prevail. Google shall redesignate its disclosure in the Coll Proceedings or the Rodger Proceedings, as necessary, within 28 days of the Joint CRO. Where such documents are required to be disclosed to the Rodger Class Representative, Google shall re-produce a copy of each such document stamped with its confidentiality designation in the Epic Proceedings at the time each such document is disclosed to the Rodger Class Representative.
 - (b) Where documents have been disclosed by Google in the Coll Proceedings and are

required to be disclosed to Epic or the Rodger Class Representative but have not been designated in accordance with the confidentiality tiers in the Epic Proceedings CRO, Google shall designate each such documents under this Joint CRO at the time it is disclosed to Epic and the Rodger Class Representative.

DEFINITIONS

5. For the purposes of this Joint CRO:

- (a) **“Confidential Material”** refers to:
 - (i) documents or information designated as “CONFIDENTIAL” under the SAPO;
 - (ii) documents or information produced in the Epic Proceedings, Coll Proceedings or Rodger Proceedings by a Party, including any part of those documents and any information contained within those documents, cumulatively that is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules and paragraph 7.35 of the Tribunal’s Guide to Proceedings.
- (b) **“Coll Class Representative”** means Elizabeth Helen Coll. **“Rodger Class Representative”** means Professor Barry Rodger. Together, Ms Coll and Prof Rodger are the **“Class Representatives”**.
- (c) **“Designated In-House Counsel”** means, for Epic and Google, the (up to) three In-House Counsel named in Part A of Annex A to this Joint CRO who (i) have no involvement or reasonably foreseeable involvement in competitive decision-making, and (ii) may be provided access to Confidential and Highly Confidential Material in the Joint Proceedings.
- (d) **“Designating Party”** means a Party, US Party or third-party that designated information that it produces in the Joint Proceedings or has produced or subsequently produces in the US Proceedings, as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material.
- (e) **“Expert”** means a person named in Part A of Annex A to this Joint CRO with specialised knowledge or experience in a matter pertinent to the Joint Proceedings who has been retained by a Party to serve as an expert witness or as a consultant in these Joint Proceedings.
- (f) **“External Counsel”** means any counsel and instructing solicitors named in Part A of Annex A to this Joint CRO who are not employees of a Party but are retained to represent or advise a Party and are instructed in the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings by that Party.
- (g) **“Highly Confidential Material”** refers to: (i) documents or information

designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under the SAPO; or (ii) extremely sensitive and confidential documents or information:

- (i) disclosure of which to another Party or third party would create a substantial risk of serious harm that could not be avoided by less restrictive means; and
 - (ii) is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules.
- (h) **"In-House Counsel"** means, for Epic and Google, qualified lawyers named in Part A of Annex A to this Joint CRO who are employees of a Party, or a Party's affiliate, and who have responsibility for managing this action.
- (i) **"Joint Proceedings"** means the jointly managed Epic Proceedings, the Coll Proceedings and the Rodger Proceedings pursuant to paragraph 1 of the Joint Case Management Order.
- (j) **"Non-Party Highly Confidential Material"** refers to third party documents or information designated as "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" under the SASPO or extremely sensitive and confidential third party documents or information:
 - (i) disclosure of which to a Party or another third party would create a substantial risk of serious harm that could not be avoided by less restrictive means; and
 - (ii) is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rule 101 of the CAT Rules.
- (k) **"Professional Vendors"** means those persons or entities named in Part A of Annex A to this Joint CRO that provide external eDisclosure support services (but not, for the avoidance of doubt, External Counsel's support staff (being necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of litigation support or internal eDisclosure services (not including trainee solicitors or paralegals), and internal or external IT, reprographics staff and clerks, acting under the supervision and/or instructions of External Counsel for the purpose of the Joint Proceedings, provided that such personnel have been informed of the confidential nature of the Protected Material and the terms of Part B of Annex A)).
- (l) **"Protected Material"** means any material that is designated as "Confidential Material", "Highly Confidential Material" or "Non-Party Highly Confidential Material" pursuant to the US Protective Orders or this Joint CRO.

- (m) **"Receiving Party"** means a Party that received Protected Material in the Joint Proceedings, as applicable.
- (n) **"US Parties"** means Epic Games, Inc., Google LLC, Google Ireland Limited, Google Commerce Limited, Google Asia Pacific Pte. Limited and Google Payment Corp.
- (o) **"US Proceedings"** means the case of *Epic Games Inc. v. Google LLC et al.*, (Case No. 3:20-cv-05671-JD) taking place before the United States District Court for the Northern District of California (San Francisco Division) and any appeals to Courts of competent jurisdiction.
- (p) **"US Protective Orders"** means the Stipulated Amended Protective Order ("SAPO") and the Stipulated Amended Supplemental Protective Order governing production of protected non-party materials and information ("SASPO") issued in the US Proceedings.
- (q) **"Parties"** means all the parties to the Epic Proceedings, the Coll Proceedings and the Rodger Proceedings.

SCOPE

- 6. The protections conferred by this Joint CRO on Protected Material apply also to:
 - (a) any information copied or extracted from Protected Material;
 - (b) all copies, excerpts, summaries, or compilations of Protected Material; and
 - (c) any testimony, conversations, or presentations that reveal Protected Material.
- 7. The protections conferred by this Joint CRO do not apply to the following information:
 - (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication, not involving a violation of this Joint CRO or either of the US Protective Orders, including becoming part of the public record through trial or otherwise;
 - (b) documents redacted so that they no longer contain or refer to Protected Material provided; and
 - (c) Documents referred to at paragraph 31 that use Protected Material (for example, to provide an aggregation of Protected Material) but which (a) do not reveal the content of Protected Material and (b) do not enable the content of Protected Material to be revealed. For the avoidance of doubt, nothing in this subparagraph prevents a party from designating an aggregation of Protected

Material as Protected Material, where appropriate; and

- (d) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

- 8. The provisions of paragraph 7 above do not alter or waive any other protections that may apply to documents and information referred to therein including, as applicable, but without limitation, Rule 102 of the CAT Rules.

ACCESS TO AND USE OF INFORMATION DESIGNATED AS “CONFIDENTIAL”

- 9. Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Joint CRO and may be used:
 - (a) by Google only for purposes of defending or attempting to settle the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings;
 - (b) by Epic only for the purposes of prosecuting or attempting to settle the Epic Proceedings;
 - (c) by the Coll Class Representative only for the purposes of prosecuting or attempting to settle the Coll Proceedings;
 - (d) by the Rodger Class Representative only for the purposes of prosecuting or attempting to settle the Rodger Proceedings.
- 10. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating Party, a Receiving Party may disclose any Confidential Material only to:
 - (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff (being necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of litigation support or internal eDisclosure services (not including trainee solicitors or paralegals), and internal or external IT, reprographics staff and clerks, acting under the supervision and/or instructions of External Counsel for the purpose of the Joint Proceedings, provided that such personnel have been informed of the confidential nature of the Protected Material and the terms of Part B of Annex A);
 - (b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party named in Part A of Annex A to this Joint CRO to whom disclosure is reasonably necessary because they either have responsibility for

making decisions dealing directly with the Joint Proceedings or are assisting External Counsel with the Joint Proceedings, and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;

- (c) the Experts of the Receiving Party to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
- (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
- (e) Professional Vendors to whom disclosure is reasonably necessary for the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
- (f) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information;
- (g) any current employee of the Designating Party; and
- (h) the Class Representatives, provided they have signed an undertaking in accordance with Part B of Annex A to this Joint CRO

11. Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Joint CRO.

ACCESS TO AND USE OF INFORMATION DESIGNATED AS “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

12. Highly Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Joint CRO and may be used:
- (a) by Google only for purposes of defending or attempting to settle the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings;
 - (b) by Epic only for the purposes of prosecuting or attempting to settle the Epic Proceedings;
 - (c) by the Coll Class Representative only for the purposes of prosecuting or attempting to settle the Coll Proceedings;
 - (d) by the Rodger Class Representative only for the purposes of prosecuting or

attempting to settle the Rodger Proceedings.

13. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating Party, a Receiving Party may disclose any Highly Confidential Material only to:
 - (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff (being necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of litigation support or internal eDisclosure services (not including trainee solicitors or paralegals), and internal and external IT, reprographics staff and clerks, acting under the supervision and/or instructions of External Counsel for the purpose of the Joint Proceedings, provided that such personnel have been informed of the confidential nature of the Protected Material and the terms of Part B of Annex A);
 - (b) the Designated In-House Counsel of the Receiving Party named in Part A of Annex A to this Joint CRO, who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO;
 - (c) the Experts of the Receiving Party to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
 - (d) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
 - (e) Professional Vendors to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
 - (f) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information;
 - (g) any current employee of the Designating Party; and
 - (h) the Class Representatives, provided they have signed an undertaking in accordance with Part B of Annex A to this Joint CRO.
14. For Designated In-House Counsel, Highly Confidential Material:
 - (a) may only be transmitted through a password- protected Secured File Transfer Protocol (SFTP), and if downloaded, the Designated In-House Counsel must

download and store such documents in a secure location that cannot be accessed by others, and shall delete them within 14 days after receipt.

- (b) may also be made available:
 - (i) in in-person meetings where the documents remain in the possession of External Counsel;
 - (ii) via screen-sharing technology; or
 - (iii) through a document review platform with printing and downloading disabled.
- 15. Notwithstanding the preceding paragraph, any lawyers' work product containing Highly Confidential Material may be transmitted to Designated In-House Counsel via corporate/firm e-mail accounts, provided, however, exhibits to the foregoing that are or contain Highly Confidential Material documents may not be transmitted via e-mail.
- 16. Highly Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Joint CRO.

**ACCESS TO AND USE OF INFORMATION DESIGNATED AS "NON-PARTY
HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY"**

- 17. Non-Party Highly Confidential Material produced by third parties in the US Proceedings may not be produced in the Epic Proceedings, Coll Proceedings or Rodger Proceedings without: (i) an order from the Tribunal under Rule 63 of the CAT Rules; or (ii) the written permission of the (third party) Designating Party.
- 18. Non-Party Highly Confidential Material may be disclosed only to the categories of persons and under the conditions described in this Joint CRO and may be used:
 - (a) by Google only for purposes of defending or attempting to settle the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings;
 - (b) by Epic only for the purposes of prosecuting or attempting to settle the Epic Proceedings;
 - (c) by the Coll Class Representative only for the purposes of prosecuting or attempting to settle the Coll Proceedings;
 - (d) by the Rodger Class Representative only for the purposes of prosecuting or attempting to settle the Rodger Proceedings.
- 19. Unless otherwise ordered by the Tribunal or permitted in writing by the Designating

Party, a Receiving Party may disclose any Non-Party Highly Confidential Material only to:

- (a) the Receiving Party's External Counsel to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
- (b) the Experts of the Receiving Party to whom disclosure is reasonably necessary for these the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff (being necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of litigation support or internal eDisclosure services (not including trainee solicitors or paralegals), and internal and external IT, reprographics staff and clerks, acting under the supervision and/or instructions of External Counsel for the purpose of the Joint Proceedings, provided that such personnel have been informed of the confidential nature of the Protected Material and the terms of Part B of Annex A);
- (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel);
- (d) Professional Vendors to whom disclosure is reasonably necessary for the Epic Proceedings, Coll Proceedings or Rodger Proceedings and who have signed an undertaking in accordance with Part B of Annex A to this Joint CRO, and their support staff;
- (e) the author or recipient of a document containing the information or a custodian or other person who otherwise lawfully possessed or knew the information; and
- (f) the Class Representatives in the Coll Proceedings and Rodger Proceedings, respectively, provided they have signed an undertaking in accordance with Part B of Annex A to this Joint CRO.

20. Non-Party Highly Confidential Information must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorised under this Joint CRO.

THIRD-PARTY CONFIDENTIAL INFORMATION SOUGHT TO BE PRODUCED IN THE JOINT PROCEEDINGS

21. In the event that Google or Epic is required to produce in the Joint Proceedings a third party's confidential information in its possession (the "**Obligated Party**"), and the Obligated Party or one of its affiliates is subject to an agreement which prevents the production of the third party's confidential information in the Joint Proceedings, then

the Obligated Party shall:

- (a) promptly notify in writing the third party of the requirement to produce the third party's confidential information;
 - (b) promptly provide the third party with a copy of this Joint CRO and a reasonably specific description of the information that must be produced; and
 - (c) make the information requested available for inspection by the third party.
22. If the third party fails to object or make an application to the Tribunal to prevent disclosure within 14 days of receiving the notice and accompanying information, the Obligated Party may produce the third party's confidential information, subject to the terms of this Joint CRO.
23. If the third party objects or makes an application to prevent disclosure within 14 days of receiving such a notice, the Obligated Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the third party before a determination by the Tribunal.
24. Absent an order to the contrary, the third party shall bear the costs of relief sought from the Tribunal in respect of its confidential information.

UNAUTHORISED DISCLOSURE OF PROTECTED MATERIAL

25. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorised under this Joint CRO, the Receiving Party must immediately:
- (a) notify in writing the Designating Party of the unauthorised disclosures;
 - (b) use its best efforts to retrieve all unauthorised copies of the Protected Material;
 - (c) inform the person or persons to whom unauthorised disclosures were made of all the terms of this Joint CRO; and
 - (d) request such person or persons to delete any such Protected Material.

PROTECTED MATERIAL ORDERED TO BE PRODUCED IN OTHER PROCEEDINGS

26. If a Party is served with an order issued by a court, arbitral, administrative, or legislative body that compels disclosure of any information or items designated in any of the Joint Proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material, that Party must:

- (a) promptly notify in writing the Designating Party, including a copy of the relevant order;
- (b) promptly notify in writing the person who caused the order to be issued that some or all of the material sought is subject to this Joint CRO, including a copy of this Joint CRO; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

DESIGNATION

- 27. The process by which Epic or Google designate material first disclosed in the US Proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall be governed by the terms of the US Protective Orders. All designations applied to Protected Materials first disclosed in the US Proceedings shall stand in the Epic Proceedings, Coll Proceedings and Rodger Proceedings, with paragraphs 40 to 46 applying to any challenges Parties may wish to make to those confidentiality designations.
- 28. The process by which Parties designate material first disclosed in the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall be governed by paragraphs 29 to 39 of this Joint CRO.
- 29. Subject to the steps and timings set out in paragraphs 31 and 32, at the time the Party takes such relevant step(s), each Party that designates information or items first disclosed in the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings for protection under this Joint CRO must take care to limit any such designation to specific material that qualifies under the CAT Rules and / or the Tribunal's Guide to Proceedings. For the avoidance of doubt, this does not apply at the time that a Party gives disclosure, but that Party must instead designate each document containing Protected Material at the time of its disclosure with an appropriate designation in accordance with paragraph 36 below.
- 30. Subject to the steps and timings set out in paragraphs 31 and 32, at the time the Party takes such relevant step(s), the Designating Party must designate for protection, in a specific document or set of documents first disclosed in the Joint Proceedings, only those parts that qualify for protection under this Joint CRO and such designation must be made in accordance with Rule 101 of the CAT Rules and the Tribunal's Guide to Proceedings. Again, for the avoidance of doubt, this does not apply at the time that a Party gives disclosure, but that Party must instead designate each document containing Protected Material at the time of its disclosure with an appropriate designation in accordance with paragraph 36 below.

31. Within 14 days of a Party filing pleadings, skeleton arguments, witness statements or a draft order, or within 28 days of a Party filing expert reports, containing Protected Material in the Epic Proceedings, the Coll Proceedings or the Rodger Proceedings, each Party shall provide to the other Parties entitled to receive such documents (i) a confidential version highlighting all that Party's Protected Material, showing the tier of confidentiality; and (ii) a non-confidential version in which all that Party's Protected Material is redacted.
32. Each Party shall be responsible, in respect of any document to be introduced at any hearing in the Joint Proceedings, for labelling and highlighting any Protected Material in the following ways:
 - (a) Any bundle index will state which documents contain Protected Material and identify the Party to which the Protected Information relates.
 - (b) The specific text in a document that constitutes Protected Material will be highlighted.
33. Any highlighting in accordance with paragraphs 31 and 32 above shall be applied in accordance with the key set out below. There shall be no obligation on any party to revisit documents to which highlighting has been applied prior to the date of this order provided the document is clearly labelled on its face with an appropriate key for highlighting contained within it.

Designation	Colour
Google Confidential Information	
Google Highly Confidential Information	
Google Non-Party Highly Confidential Information	
Epic Confidential Information	
Epic Highly Confidential Information	
Epic Non-Party Highly Confidential Information	
<i>Highlighting for any additional designations to be agreed between the Parties, as required.</i>	

34. Rule 101 of the CAT Rules is dispensed with for Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material which is first disclosed in the US Proceedings and governed by the terms of the US Protective Orders, and is also subject to paragraphs 28 to 32.
35. If it comes to a Designating Party's attention that information or items first produced and designated for protection in the Epic Proceedings, Coll Proceedings or Rodger Proceedings do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation or of the lesser designation such

information or items qualify for and under which they are accordingly re-designated.

36. Documents containing Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall have a legend on each page of the document setting out the designation of the highest tier of Protected Material contained within that document.
37. The use of a document as an exhibit in a witness statement shall not, without Party consent or further order, in any way affect its designation as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material.
38. Transcripts of hearings containing Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages that have been designated as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material. The Designating Party shall inform the transcriber of these requirements. Any transcript that is prepared shall be treated during a period of 21 days as if it had been designated as Highly Confidential Material in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated (or as non-confidential if no confidentiality claims are made).
39. For information produced in some form other than documentary and for any other tangible items, the Designating Party shall affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" (to Confidential Material), "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (to Highly Confidential Material) or "NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" (to Non-Party Highly Confidential Material). If affixing the appropriate legend on a container is not feasible, the Designating Party shall find another means to identify the information, for example through a cover letter or other communication.

CHALLENGING CONFIDENTIALITY DESIGNATIONS

40. Subject to paragraphs 26 and 64, any Party may challenge a designation of material as being Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material at any time.
41. Unless a prompt challenge to a designation is necessary to avoid foreseeable, substantial unfairness, unnecessary costs, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a designation by electing not to mount a challenge promptly after the original designation is disclosed.
42. The challenging Party shall initiate the dispute resolution process by providing written notice to the Designating Party which:

- (a) states each designation it is challenging;
 - (b) describes the basis for each challenge; and
 - (c) states the challenge to confidentiality is being made in accordance with this paragraph.
43. The Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 10 days of the date of service of notice. The challenging party must:
- (a) explain the basis for its belief that the confidentiality designation was not proper; and
 - (b) give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation.
44. If a Party:
- (a) has undertaken the process prescribed by paragraphs 40 to 43 above; or
 - (b) establishes that the Designating Party is unwilling to undertake the process prescribed by paragraphs 40 to 43 above in a timely manner,
- then the challenging Party shall file and serve an application supported by evidence to re-designate or de-designate material under this Joint CRO within 14 days of the parties agreeing that the process prescribed by paragraphs 40 to 43 above will not resolve their dispute.
45. The Parties shall continue to afford the material subject to any challenge the level of protection to which it is entitled under the Designating Party's designation until the Tribunal determines any application made or agreement is reached otherwise by the Parties.
46. When Confidential, Highly Confidential Material or Non-Party Highly Confidential Material has been re-designated (whether as non-confidential or as a different confidentiality category) in the US Proceedings, that re-designation shall apply automatically in the Joint Proceedings. Each Designating Party whose documents have been re-designated in the US Proceedings shall use best endeavours to inform the Receiving Parties' External Counsel in the Joint Proceedings of all such re-designations promptly.

TERMINATION

47. In respect of documents or information which maintain their designation as

“CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “NON-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” under the US Protective Orders, the treatment of Protected Material disclosed by Epic or Google in the Epic Proceedings following termination of the Epic Proceedings shall be governed by the terms of the US Protective Orders. For the purposes of this Joint CRO, termination of the Epic Proceedings shall be deemed to occur on the later of (i) dismissal of all claims and defences, (ii) entry of a final judgment herein after the completion and exhaustion of all appeals, or (iii) settlement of the case.

48. In respect of all other documents or information designated as Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material in the Epic Proceedings, Coll Proceedings and Rodger Proceedings, and in respect of any materials received by the respective Class Representatives and their Experts, External Counsel and Professional Vendors, each Receiving Party must return all Protected Material to the Producing Party or destroy (insofar as technologically feasible) such material within 60 days of the termination of the Joint Proceedings.
49. The Class Representatives and their External Counsel, Experts, Professional Vendors and any other individuals who have obtained documents or information which contain Protected Material shall upon termination of their respective proceedings return all Protected Material to the Producing Party or destroy (insofar as technologically feasible) such material within 60 days of the termination of those proceedings. Termination of the given proceedings shall be deemed to occur on the later of (i) dismissal of all claims and defences in those proceedings, (ii) entry of a final judgment in those proceedings after the completion and exhaustion of all appeals, or (iii) full and final settlement of those proceedings.
50. For the avoidance of doubt, no Receiving Party is obligated to return or destroy Protected Material until 60 days following the termination of the proceedings they are party to, notwithstanding final disposition (as defined in Section 4 of the SAPO) of the US Proceedings.
51. The obligations contained in the undertakings provided pursuant to this Joint CRO and Rule 102 of the CAT Rules shall continue to apply following termination of the Joint Proceedings and each of the Parties shall continue to treat all Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material in accordance with this Joint CRO unless the Designating Party consents until the Party has confirmed to the Designating Party that all relevant Protected Material held by it or on its behalf has been destroyed.
52. For the avoidance of doubt, none of the obligations imposed by this Joint CRO shall prevent External Counsel from retaining and/or disclosing any information contained within any Protected Material which is required to be retained and/or disclosed by operation of law or by order of a court of competent jurisdiction or by a regulatory or other body having jurisdiction over the External Counsel.

ADDITION OF PERSONS TO PART A OF ANNEX A

53. Any Party may seek to amend the list of persons set out at Part A of Annex A by providing written notice of at least 3 clear working days to all other Parties. Such notice must provide details of that person's name, role, and an explanation of why their addition to Part A of Annex A is reasonable and necessary.
54. Consent to the addition of persons to the list at Part A of Annex A shall not be unreasonably withheld. If a Party does not consent to such an addition, that Party must provide written reasons for why permission is refused within 3 clear working days of receipt of the written notice.
55. If all other Parties provide their consent to the admission of a person during the notice period, that person shall immediately be admitted once they have signed an undertaking in accordance with Part B of Annex A to this Joint CRO. Unless and until all other Parties have provided their consent, the notice period referred to in paragraph 53 has expired without objection from any other Party, or the Tribunal has so ordered in accordance with the provisions of this Joint CRO, that person shall not be admitted.
56. During the notice period:
 - (a) the Party seeking to amend the list may, in an urgent case, write to the Tribunal seeking its approval to the proposed amendment if consent from the other Parties has not been received within 24 hours of a request having been made;
 - (b) any other Party may write to the Tribunal and to the Party seeking the amendment to raise any reasoned objection thereto. If such objection is taken, the amendment sought shall not be made pending the Tribunal's determination on such objection.
57. If there are any disputes which cannot be resolved by the Parties, the Party seeking to include the additional person may apply to the Tribunal, provided written notice of such application is given to the other Parties. The additional person will be added to Part A of Annex A if the Tribunal so orders.
58. If a Party wishes to remove a person from Part A of Annex A, that Party shall notify the other Parties. The Party must also comply with paragraph 47 by requiring the person to be removed to immediately destroy (insofar as technologically feasible) or make inaccessible all Confidential Material in their possession. For the avoidance of doubt, a Party may only remove a person from Part A of Annex A from their own Party.
59. The Parties shall keep Part A of Annex A updated, and shall provide it to the Tribunal on its request. For the avoidance of doubt, there is no requirement to amend this Joint CRO when updating Part A of Annex A.

GOOGLE'S TRANSACTIONAL DATA

60. Should Google disclose transactional data, which is data retrieved from a database reflecting transactions made through the Play Store and other data linked to that transaction data (“the **Data**”), the following additional conditions will apply.
- (a) prior to the disclosure of the Data, Google will inform the Party(ies) that the Data to be disclosed is subject to the conditions of this paragraph and the Party(ies) will confirm their agreement that this paragraph applies;
 - (b) the Data will only be downloaded to, and stored by, the receiving Party(ies) in a secure location and manner that ensures that access is limited only to persons authorised to access it pursuant to its designation under this Joint CRO;
 - (c) the Data will be in the custody of and accessible (only with password and/or biometric authentication) to only the specific consultants who are authorised to access it pursuant to its designation under this Joint CRO, who will be performing data analysis in this case and have given a signed undertaking in the terms of Part B of Annex A; and
 - (d) Each of the individuals who has obtained access to the Data will ensure that within 30 days of termination of their respective proceedings, they and any other person or organisation provided with the Data has destroyed the Data and any copies of the Data, and will notify Google within a reasonable time that the Data has been destroyed.

GENERAL

61. This Joint CRO shall apply unless or until superseded by a subsequent order of the Tribunal.
62. Any notice, consent or objection to be given under or in connection with these terms (each Notice for the purposes of this paragraph) shall be in writing.
63. Service of a Notice must be effected by email, including in relation to paragraphs 42, 53 and 57 of the Joint CRO. Notices shall be addressed as follows:
- (a) Notices for the Coll Class Representative shall be marked for the attention of Hausfeld & Co LLP and sent to:

Email address: lhannah@hausfeld.com
jchristoforou@hausfeld.com
dhunt@hausfeld.com
sedwards@hausfeld.com
kgwilliam@hausfeld.com
epoland@hausfeld.com
jamior@hausfeld.com

collhausfeldclaim@hausfeld.com

Reference: 500357.0007

- (b) Notices for Epic shall be marked for the attention of Norton Rose Fulbright LLP and sent to:

Email address: Caroline.Thomas@nortonrosefulbright.com
Mark.Tricker@nortonrosefulbright.com
Susanna.Rogers@nortonrosefulbright.com
Susanne.Buergi@nortonrosefulbright.com
Minoti.Makwana2@nortonrosefulbright.com
Emilia.Radley@nortonrosefulbright.com
LONAntitrustNRFepic@nortonrosefulbright.com

Reference: 1001238362

- (c) Notices for the Rodger Class Representative shall be marked for the attention of Geradin Partners Limited and sent to:

Email address: dgallagher@geradinpartners.com
pteague@geradinpartners.com
aojukwu@geradinpartners.com
gsternberg@geradinpartners.com
mjevin@geradinpartners.com
gp-rodgergoogle@geradinpartners.com

Reference: 00060-Rodger

- (d) Notices for the Google shall be marked for the attention of Reynolds Porter Chamberlain LLP and sent to:

Email address: David.Cran@rpclegal.com
Chris.Ross@rpclegal.com
Rathi.Thiagamoorthy@rpclegal.com
RPCollCollectiveProceedings@rpclegal.com
RPCEpicUKProceedings@rpclegal.com
RPCRodgerCollectiveProceedings@rpclegal.com

Reference: GOO75.46 / 48 / 68

64. Any Party that is a beneficiary of the protections of this Joint CRO may enter a written agreement releasing any other Party from one or more requirements of this Joint CRO even if the conduct subject to the release would otherwise violate the terms of this Joint CRO, without application to the Tribunal.

65. This Joint CRO is made without prejudice to any right any Party or third-party otherwise would have:
 - (a) to object to disclosing or producing any information on any ground not addressed in this Joint CRO; or
 - (b) to object on any ground to use in evidence of any of the material covered by this Joint CRO.
66. Any Party may not file in the public record in the Joint Proceedings any Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material or otherwise rely on any Confidential Material, Highly Confidential Material or Non-Party Highly Confidential Material during any public hearings without:
 - (a) written permission from the Designating Party; or
 - (b) an order secured after appropriate notice to all interested persons.
67. The specific arrangements for and use of Confidential Material, Highly Confidential Material and Non-Party Highly Confidential Material at trial shall be the subject of determination at a subsequent CMC.
68. Nothing in these provisions should be construed as prohibiting a Party from seeking additional protections.
69. In the event of any anticipated or actual breach of these terms, any Party may seek to enforce the terms.
70. These terms and any Undertakings given in relation to them 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 in connection with these terms and any Undertakings given in relation to them.
71. Nothing in these terms or the Annexes to these terms shall prevent or prohibit any individual listed within Part A of Annex A (as may be extended from time to time) from acting in other proceedings, subject to the ongoing compliance with this Joint CRO, the undertakings given pursuant to it, Rule 102 of the CAT Rules, and any applicable professional obligations.
72. Epic and Google shall provide the Tribunal and the Parties with all amendments, variations and replacements of, and written agreements in connection with, the US Protective Orders promptly after execution.
73. There shall be liberty to apply.
74. Costs in the case.

The Honourable Mr Justice Morris

Chair of the Competition Appeal Tribunal

Made: 15 May 2025

Drawn: 15 May 2025

ANNEX A

PART A

This Part contains the names, for each party, of relevant UK advisers:

Epic Games, Inc.; Epic Games International S.À R.L

Officers, Directors & Employees

Designated In-House Counsel

1. Jessica Medina, Lead Counsel - Litigation
2. Jennifer Randolph, Senior Counsel
3. Erin Reynolds, Senior Counsel

External Counsel

Clifford Chance LLP

1. Oliver Carroll, Associate
2. Ryan Draper, Senior Associate
3. Samantha Ward, Partner

Norton Rose Fulbright LLP

1. Susanna Rogers, Partner
2. Caroline Thomas, Partner
3. Mark Tricker, Partner
4. Jamie Cooke, Partner
5. Rebecca Williams, Counsel
6. Natalia Maj, Senior Associate
7. Minoti Makwana, Senior Associate
8. Emilia Radley, Associate
9. Douglas Seale, Associate
10. Georgia Capes, Paralegal
11. Rebecca Yourstone, Senior Associate
12. Emma Clarke, Associate
13. Matthew Scott, Associate
14. Freya Reeve, Associate
15. Carmen Chong, Associate
16. Kyle Le Croy, Senior Associate
17. James Dempsey, Associate

18. Gabrielle Martin, Senior Associate
19. Abbie Dix, Paralegal
20. Susanne Buergi, Senior Associate
21. Anastasia Stepanova, Trainee Solicitor
22. Hattie Fitzgerald, Associate
23. Marie Lines, Senior Associate
24. Sarah Crowther, Associate
25. Aimee Hardham, Associate
26. Kara Duffy, Paralegal
27. Jack Jeffries, Counsel
28. Rashael Kelly-Jarvis, Associate
29. Alexander Field, Senior Associate
30. Michael Gu, Associate
31. Dr Sonja Heppner, Associate
32. Samuel Matravers, Trainee Solicitor
33. Rachel Lim, Trainee Solicitor
34. Harry Dooner, Associate
35. Jasmine Thompson, Paralegal
36. Sophie Murray, Paralegal
37. Ben Mellett, Counsel
38. Hamish Saunders, Senior Associate

Allens LLP

1. Robert Walker, Partner

Counsel

1. Daisy Mackersie, Junior Counsel
2. Will Perry, Junior Counsel
3. Daniel Jowell KC, Senior Counsel
4. Colin West KC, Senior Counsel
5. Emily Neill, Junior Counsel
6. Aislinn Kelly-Lyth, Junior Counsel
7. Hugh Whelan, Junior Counsel
8. David Scannell KC, Senior Counsel

Experts

1. Pinar Bagci, Principal, The Brattle Group
2. Can Celiktemur, Senior Associate, The Brattle Group

3. Bianca Cosma, Research Associate, The Brattle Group
4. Professor Mark Ryan, University of Birmingham
5. Iona McCall, AlixPartners
6. Matt Hunt, AlixPartners
7. Jules Duberga, AlixPartners
8. Mason Hayes, AlixPartners
9. Tej Patel, AlixPartners
10. Neil Pratt, AlixPartners
11. Jan Melcher, AlixPartners
12. Emanuel Holler, AlixPartners
13. David Vincent, AlixPartners
14. Justine Dri, AlixPartners
15. Akwasi Owusu-Brempong, AlixPartners
16. Colin Johnson, AlixPartners
17. Stuart Fiske, Consult Hyperion
18. Gary Munro, Consult Hyperion
19. Tim Richards, Consult Hyperion
20. Chris Leech, Consult Hyperion
21. Leon Schoonderwoerd, AlixPartners
22. Federica Grilli, AlixPartners
23. Tim Allen, Consult Hyperion
24. Tom Hofner, AlixPartners
25. Jonathan Sandbach, AlixPartners
26. Dr Myrto Arapinis, University of Edinburgh
27. Rebecca Ly, Alix Partners
28. Sruti Jain, Consult Hyperion
29. Margaret Ford, Consult Hyperion
30. Aaron Birch, Consult Hyperion
31. Sarah Rodin, AlixPartners
32. Camelia O'Brien, AlixPartners
33. Andrew Grantham, AlixPartners
34. Katie Kwok, AlixPartners
35. Neil McEvoy, Consult Hyperion
36. Stefano Ficco, AlixPartners
37. Robert Lockwood, AlixPartners

38. Samantha Bainbridge, AlixPartners
39. Sarah Alley, AlixPartners
40. Samantha Price, Keystone Strategy
41. Abraham Isgur, Keystone Strategy
42. Francesco Bilotta, AlixPartners
43. David Sookias, AlixPartners
44. Paul Armstrong, AlixPartners
45. Matthew Evans, AlixPartners

Professional Vendors

Transperfect

1. Rajuan Pasha, Director
2. Dimitar Bakardzhiev, Project Manager
3. Jer Huay Leow, Litigation Support Analyst
4. Livia Finnamore, Litigation Support Analyst
5. Preeti Sharma, Director
6. Kavitha Govindaraju, Director
7. Bhavin Patel, Senior Technical Analyst
8. Rohit Chaudhari, Weekend Shift Lead
9. Ravish Kanwar, Weekend Shift Lead
10. Gejsi Halili, Litigation Support Analyst
11. Harsimran Bhatia, Litigation Support Analyst
12. Konnor Shirley, Litigation Support Analyst
13. Filip Simović, Litigation Support Analyst
14. Silky Anand, Litigation Support Analyst
15. Graham Heywood, e-Discovery Project Manager
16. David Imade, Litigation Support Analyst
17. George Bull, Litigation Support Analyst
18. Vijaykumar Rami, Senior Hosting Support Analyst
19. Priscila Toriani, eDiscovery Analyst

Professor Barry Rodger

Class Representative

1. Professor Barry Rodger

External Counsel

Counsel

1. Kieron Beal KC, Blackstone Chambers
2. Robert O'Donoghue KC, Brick Court Chambers
3. Daniel Carall-Green, Fountain Court Chambers
4. Bethanie Chambers, XXIV Old Buildings
5. Sarah O'Keeffe, Brick Court Chambers

Solicitors and paralegals (Geradin Partners)

1. Damien Geradin, Partner
2. David Gallagher, Partner
3. Stijn Huijts, Partner
4. Patrick Teague, Partner
5. Anthony Ojukwu, Counsel
6. Sukriti Jaiswal, Senior Associate
7. Gina Sternberg, Senior Associate
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9. Katerina Dres, Associate
10. Oliver Montgomery, Associate
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12. Zachary Foster, Paralegal
13. Helena Woolich, Paralegal

Experts

1. Chris Rieve, Fideres
2. Chris Pike, Fideres
3. Amelia Fletcher, University of East Anglia
4. Rahul Muralidharan, Fideres
5. Rosangela D'Erchia, Fideres
6. Roque Bescos Beceiro, Fideres
7. Sabria Stanton-McKellar, Fideres

Ms Elizabeth Coll

Class Representative

1. Elizabeth Coll

External Counsel

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1. Tristan Jones KC, Barrister, Blackstone Chambers
2. Mark Hoskins KC, Barrister, Brick Court Chambers
3. Ronit Kreisberger KC, Monckton Chambers
4. Jennifer Macleod, Barrister, Brick Court Chambers
5. Matthew Kennedy, Barrister, Brick Court Chambers
6. Joshua Pemberton, Barrister, Brick Court Chambers
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9. Antonia Fitzpatrick, Barrister, Monckton Chambers
10. Gideon Cohen, Barrister One Essex Court Chambers

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3. Daniel Hunt, Partner, Hausfeld & Co. LLP
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13. Sara Berger, Associate, Hausfeld & Co. LLP
14. Ji Yeon (Jenny) Ha, Associate, Hausfeld & Co. LLP
15. Jake Henderson, Associate, Hausfeld & Co. LLP
16. Abigail Masters, Associate, Hausfeld & Co. LLP
17. Kazi Elias, Associate, Hausfeld & Co. LLP
18. Luise Luetcke, Associate, Hausfeld & Co. LLP
19. Daniela Del Rio, Trainee Solicitor, Hausfeld & Co. LLP
20. Saana Saveljeff, Trainee Solicitor, Hausfeld & Co. LLP

Paralegals

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2. Isabella Aquilini, Hausfeld & Co. LLP
3. Abimbola Oladele-Abidakun, Hausfeld & Co. LLP
4. Oliver Flood, Hausfeld & Co. LL
5. Sarah Rosney, Hausfeld & Co LLP

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6. Nick Madurkar, AlixPartners
7. Chenxi Xu, AlixPartners
8. Ganesh Gopalakirshnan, AlixPartners
9. Derek Holt, AlixPartners
10. Charlie Xie, AlixPartners
11. Mat Hughes, AlixPartners
12. Nima Moshgbar, AlixPartners
13. Guillaume Aimard, AlixPartners
14. Paula Marco, AlixPartners
15. Pablo Florian, AlixPartners
16. Alexandre Carbonnel, AlixPartners
17. Darrell Lim, AlixPartners
18. Yidan Xu, AlixPartners
19. Emiliano Rinaldi, AlixPartners
20. Ruby Bloom, AlixPartners
21. Amrit Patnaik, AlixPartners
22. Hal Singer, EconOne
23. Augustus Urschel, EconOne
24. Madeline Bowe, EconOne
25. Jacob Linger, EconOne
26. Logan Summerlin, EconOne
27. Kavya Kalia, EconOne
28. Chris Sojourner, EconOne

29. Kathryn Kaduck, EconOne
30. Aniruddh Dutta, EconOne
31. Gavin Sicard, EconOne
32. Andrew Vadenbussche, EconOne
33. Yujin Lim, EconOne
34. Jonathan Krein, Dryden Technology Group
35. Joseph Hansen, Dryden Technology Group
36. Don Langdon, Dryden Technology Group
37. Wenke Lee, Wenke Lee & Co.
38. Claudio Calcagno, GMT Economics
39. Francesco Burelli, Arkwright Consulting AG
40. Torben Lötje, Arkwright Consulting AG
41. Patricia Pohl, Arkwright Consulting AG

Professional Vendors

e-discovery provider

1. Shenna Buchler, Epiq Global
2. Kamil Perfikowski, Epiq Global
3. Krishnaveni Nangunuri, Epiq Global
4. Brenda Linville, Epiq Global
5. Adeel Tashin, Epiq Global
6. Jasmin Salihovic, Epiq Global
7. Paul Burton, Epiq Global
8. Beatriz Verdeja, Epiq Global

Consultative Group

9. Sir Gerald Barling, Brick Court Chambers

**Alphabet Inc; Google LLC; Google Ireland Limited; Google Asia Pacific PTE, Limited;
Google Commerce Limited; Google Payment Limited; Google UK Limited**

Officers, Directors & Employees

1. Zanna Iscenko, Senior Economist, Google
2. Gita Khun Jush, Competition Economist, Google

Designated In-House Counsel

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3. Jack Williams, Barrister, Monckton Chambers
4. Ciar McAndrew, Barrister, Monckton Chambers
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6. Owain Draper, Barrister, One Essex Court Chambers
7. Kassie Smith KC, Barrister, Monckton Chambers
8. Jenn Lawrence, Barrister, Monckton Chambers
9. Luke Kelly, Barrister, Monckton Chambers
10. Jamie Carpenter KC, Barrister, Hailsham Chambers

Solicitors

1. David Cran, Partner, RPC
2. Rathi Thiagamoorthy, Partner, RPC
3. Sarah Mountain, Partner, RPC
4. Chris Ross, Partner, RPC
5. Helen Armstrong, Partner, RPC
6. Alexander Waksman, Partner, Gunnercooke LLP
7. Will Carter, Senior Associate, RPC
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9. Sophie Tuson, Senior Associate, RPC

10. Gowri Chandrashekar, Senior Associate, RPC
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20. Zoe Harvey, Associate, RPC
21. Sophie Parkinson, Associate, RPC
22. Rory Graham, Associate, RPC
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24. Beth Thorne, Trainee Solicitor, RPC
25. Brendan Marrinan, Trainee Solicitor, RPC
26. Charlie Osborne, Trainee Solicitor, RPC
27. Filippo Marchiori, Trainee Solicitor, RPC
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Experts

1. Stephen Lewis, Partner, RBB Economics
2. Simon Bishop, Partner, RBB Economics
3. Paul Reeve, Principal, RBB Economics
4. Charles Nicholson, Associate Principal, RBB Economics
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6. Nuno Alvim, Associate Principal, RBB Economics
7. Alexander Eroshenko, Senior Associate, RBB Economics
8. Else Christensen, Senior Associate, RBB Economics
9. Nikta Kermani, Associate, RBB Economics
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11. Manuela Dal Borgo, Data Scientist, RBB Economics
12. Avantika Chowdhury, Oxera Consulting LLP
13. Robin Noble, Oxera Consulting LLP

14. James May, Oxera Consulting LLP
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17. Erika Pini, Oxera Consulting LLP
18. Serhat Ugurlu, Oxera Consulting LLP
19. Giovanna Ariel Ventre, Oxera Consulting LLP
20. Nicolas Fajardo Acosta, Oxera Consulting LLP
21. Emilie Bechtold, Oxera Consulting LLP
22. Louis Pech, Oxera Consulting LLP
23. Diego Mercogliano, Oxera Consulting LLP
24. Andrea Prina, Oxera Consulting LLP
25. Simona Castellini, Oxera Consulting LLP
26. Peter Bajada, Oxera Consulting LLP
27. Laila AitBihiOuali, Oxera Consulting LLP
28. Virginia Gonzalez Garcia, Oxera Consulting LLP
29. Aaron Bell, Oxera Consulting LLP
30. Gerardo Masi, Oxera Consulting LLP
31. Alvaro Belmar, Oxera Consulting LLP
32. Carlos Angulo, Oxera Consulting LLP
33. Kimela Shah, Oxera Consulting LLP
34. John Berns, Account Payment Specialists
35. Ryan Sheatsley, Ph.D Student, University of Wisconsin-Madison
36. Professor Patrick McDaniel, University of Wisconsin-Madison
37. Mihran Yenikomshian, Analysis Group
38. Christopher Llop, Analysis Group
39. Nils Hagerdal, Analysis Group
40. Kai Bjork, Analysis Group
41. Frieda Thaveethu, Analysis Group
42. Rebeccah Filsoof, Analysis Group
43. Marissa Gunn, Analysis Group
44. Philipp Tillmann, Analysis Group
45. Susan Ou, Analysis Group
46. Ben March, Analysis Group
47. Sophie Zhang, Analysis Group
48. Pascal Burg, Edgar Dunn & Company

49. Samee Zafar, Edgar Dunn & Company
50. Elisabetta Nadal, Edgar Dunn & Company
51. Professor Peter Easton, PH.D.
52. Greg Eastman, Cornerstone Research
53. Laura Kelly, Cornerstone Research
54. Russ Molter, Cornerstone Research
55. Alexandra Sides, Cornerstone Research
56. Jerrod Attius, Cornerstone Research
57. Devan Bose, Cornerstone Research
58. Zachary Shevin, Cornerstone Research
59. Boston Kelley, Cornerstone Research
60. Vanessa Smith-Boyle, Cornerstone Research
61. Elaine Harwood, Cornerstone Research
62. Etienne Cayer, Cornerstone Research
63. Stefano Collina, Cornerstone Research

Professional Vendors

1. Emily Wyllie-Ballard, eDiscovery and Client Data Manager, RPC
2. Richard Day, eDiscovery Project Manager, RPC

PART B: FORM OF UNDERTAKINGS

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

In respect of any Protected Material disclosed pursuant to this Order, each person permitted to access and use such Protected Material pursuant to the terms of the Order 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 qualification] and regulated so far as my professional conduct is concerned [by regulatory body, if any] undertake to the Tribunal as follows:

1. I have read a copy of the Order and confirm that I understand the provisions of the Order, the implications of the Order, and the terms of these undertakings and the implications of giving these undertakings.
2. I will treat all Protected Material made available to me for the purpose of the Joint Proceedings as confidential and will use any such Protected Material only for the purpose of the proper conduct of the Joint Proceedings in strict compliance with the terms of the Order. My obligations in these undertakings shall apply equally to any documents or information which incorporate Protected Material (or part thereof) or any information contained therein.
3. Except as expressly contemplated by the Order, I will not use, disclose, discuss, copy, reproduce or distribute any such Protected Material to persons who are not permitted to access and use such Protected Material pursuant to the terms of the Order, or authorise, enable or assist any person to do so.
4. Upon ceasing to be permitted to access and use Protected Material pursuant to the terms of the Order, I will immediately destroy (insofar as technologically feasible), or otherwise make inaccessible, all Protected Material in my possession.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Order.
7. I will otherwise comply with the Order and/or, as the case may be, take all steps within my power to ensure that the Order are complied with, including by not disclosing Protected Material to persons other than those permitted to access such Protected Material pursuant to the terms of the Order, or authorising, assisting or enabling any person to do so.
8. The documents containing any Protected Material will remain in my custody or the custody of another person permitted to access such Protected Material pursuant to the terms of the Order at all times and will 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 Protected Material shall be limited to that reasonably required for the use of those permitted to access such Protected Material pursuant to the terms of the Order for the purposes of the Joint Proceedings only and shall be held in accordance with these undertakings.

10. I will continue to comply with these undertakings after the conclusion of the Joint Proceedings, in respect of any Protected Material that I do not destroy and continue to hold.
11. Nothing in these undertakings shall prevent or prohibit the owner of the Protected Material from taking any action in relation to that information, which they would otherwise be entitled to take.
12. 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:

Date: