



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1640/7/7/24

BETWEEN:

VICKI SHOTBOLT CLASS REPRESENTATIVE LIMITED

Class Representative

- v -

VALVE CORPORATION

Defendant

CONFIDENTIALITY RING ORDER

UPON the Class Representative (the “**CR**”) and the Defendant (together, the “**Parties**”) to the above-named proceedings (the “**Proceedings**”) having agreed that it is necessary for a confidentiality ring to be established for the purpose of protecting the confidentiality of certain documents that will fall to be disclosed during the Proceedings

AND UPON the Tribunal Order made on 3 July 2025 establishing an Interim Confidentiality Ring (the “**ICRO**”)

AND UPON the Collective Proceedings Order made on 11 March 2026 authorising the Class Representative to continue the Proceedings

AND UPON the parties having agreed that the Interim Confidentiality Ring Members shall become Confidentiality Ring Members

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

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purposes of this Order:

1.1.1 “*Confidential Information*” means:

- (a) Documents or information provided by a Party to this Order, including any part of those Documents and any information contained within those Documents which:
 - (i) the Disclosing Party has designated as Confidential Information in accordance with paragraph 5 of this Order or the ICRO; or
 - (ii) are designated as Confidential Information by the Tribunal; and
 - (iii) have not subsequently been re-designated not Confidential Information, either by consent or by order of the Tribunal; and
- (b) Without prejudice to the generality of paragraph 1.1.1(a) above, Documents insofar as they contain information or refer to the content of the Documents/information provided under 1.1.1(a), including:
 - (i) working Documents created by a Party, 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, which contain, reproduce or refer to the content of the Documents described at paragraph 1.1.1(a) above; but
- (c) not versions of the Documents described at paragraph 1.1.1(b) above which have been redacted so that they no longer contain or refer to the content of the Documents described at paragraph 1.1.1(a) above.

1.1.2 “***Confidentiality Ring Members***” are:

- (a) those persons listed in part A of the schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 4 below or by an order of the Tribunal, who have given a signed undertaking in the terms of part B of the schedule to this Order or part B of the schedule to the ICRO and (in the case of those persons who are added as Confidential Ring Members in accordance with the provisions of paragraph 4) where the Proposing Party (as defined) has complied with paragraph 4.1.1;
- (b) necessary secretarial and other support personnel including internal providers of electronic disclosure or litigation support services (not including trainee solicitors or paralegals), IT staff, reprographics staff, and clerks, acting under the supervision of those persons identified in paragraph 1.1.2(a) above for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of part B of the schedule to this Order;
- (c) the Tribunal and its personnel (and any appeal court of competent jurisdiction and its personnel); and
- (d) any external electronic disclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide electronic disclosure or similar services in support of those persons identified in paragraph 1.1.2(a) above, who may have access to

Confidential Information as a necessary consequence of the provision of their services, and whose identity is notified to the other Parties in writing at least three (3) working days in advance of the Confidential Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of part B of the schedule to this Order.

1.1.3 “**Confidentiality Terms**” means the terms contained in this Order (including the schedule thereto).

1.1.4 “**Disclosing Party**” means, in relation to a particular Document, the Party who has disclosed that Document.

1.1.5 “**Document**” means anything in which information of any description (including electronic data) is recorded.

1.1.6 “**Guide**” means the Tribunal’s 2015 Guide to Proceedings.

1.1.7 “**Receiving Party**” means a Party that has received one or more Documents in these Proceedings.

2. **CONFIDENTIALITY RING INFORMATION**

2.1 Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Confidentiality Ring Members, to be held by them on the terms set out in part B of the schedule to this Order, subject to the following paragraphs of this Order.

3. **SCOPE OF THE ORDER**

3.1 Nothing in this Order or the schedule thereto applies to documents and/or information received by a Party other than via the Proceedings under the Confidentiality Terms.

4. **ADDITIONS TO OR REMOVAL FROM THE CONFIDENTIALITY RING**

4.1 If a Party (the “**Proposing Party**”) wishes to add an additional person to the Confidentiality Ring:

- 4.1.1 The Proposing Party shall notify and request the express written consent of the other Party (the “*Notified Party*”), specifying the name and role of the proposed additional person and providing an explanation of why the addition is reasonable and necessary.
- 4.1.2 Following receipt of a notice pursuant to paragraph 4.1.1 above, the Notified Party shall not unreasonably withhold or delay its consent; if the Notified Party objects to the proposed addition to the Confidentiality Ring, it shall notify the Proposing Party in writing within three (3) working days that it so objects along with a statement of the reason(s) for the objection.
- 4.1.3 If express consent is given by the Notified Party, or the Notified Party fails to object within the three (3) working day period specified in paragraph 4.1.2 above:
- (a) the additional person will be required to give the written undertaking in the terms of part B of the schedule to this Order; and
 - (b) the Proposing Party will provide the written undertaking referred to in paragraph 4.1.3(a) above and an amended version of part A of the schedule to this Order to the Notified Party and the Tribunal.
- 4.1.4 Upon completion of the steps in paragraph 4.1.3, the additional person becomes a Confidentiality Ring Member.
- 4.1.5 If an objection referred to in paragraph 4.1.2 above is received within the three (3) working day period there referred to, the Proposing Party may apply to the Tribunal, provided it gives prior written notice (of ten (10) working days) to the Notified Party. The additional person will become a Confidentiality Ring Member if the Tribunal so orders, and upon that additional person giving the written undertaking in the terms of part B of the schedule to this Order.
- 4.2 If a Party wishes to remove a Confidentiality Ring Member, that Party will notify the other Party and provide an amended version of part A of the schedule to this Order to the other Party and the Tribunal. The Party must also comply with paragraph 7 including (subject to paragraphs 7.1 and 7.2) by notifying the person to be removed from the

Confidentiality Ring that such person must immediately destroy or make inaccessible all Confidential Information in their control or possession. For the avoidance of any doubt, a Party may only remove a person whom it had (initially or by following the process in paragraph 4.1) proposed as a Confidentiality Ring Member.

- 4.3 A record of the Confidentiality Ring Members shall be kept and updated by the Parties upon the addition or removal of such persons. Such record shall be provided to the Tribunal upon request by the Tribunal. For the avoidance of doubt, there shall be no requirement to amend this Order upon the addition or removal of Confidentiality Ring Members.

5. DESIGNATION OF DOCUMENTS OR INFORMATION

- 5.1 A Party providing a Document in connection with the Proceedings may designate specified information contained within it is Confidential Information, or designate an entire Document as Confidential Information. If a Document is not so designated, such information will still be subject to the protections of Rule 102.
- 5.2 Without prejudice to paragraph 5.3 below, each Document that is designated as containing Confidential Information must be clearly labelled as such at the time of disclosure, or as soon as reasonably practicable thereafter if additional time is required for that purpose. For any Document or specified information that a Party seeks to designate as Confidential Information, the designating party should provide reasons explaining the basis on which it considers such designation to be justified. Such reasons shall be provided at the time of disclosure, or as soon as reasonably practicable and in any event by no later than 10 business days. Such reasons may be provided by reference, where appropriate, to categories of documents.
- 5.3 To the extent that the Defendant discloses documents or information in the Proceedings that have been disclosed in the In re Valve Corporation Antitrust Litigation (case no. 2:21-cv-00563-JMH) in the US and designated as “Confidential” or “Highly Confidential” (or versions of such documents that are similar but not identical to such documents), such documents or information shall be designated as Confidential Information pursuant to the terms of this Order. The Receiving Party may reasonably request that the Defendant provide reasons explaining the basis on which it considers the confidential designation to be justified in respect of certain specified information,

documents or categories of document. Any such requests are not to be unreasonably refused by the Defendant. The reasons should be provided as soon as reasonably practicable and in any event generally by no later than 10 business days. Such reasons where appropriate shall be provided by reference to categories of documents.

5.4 The Disclosing Party will review specific text within a Document for confidentiality if the Document is:

5.4.1 filed with the Tribunal by a Party;

5.4.2 included in any hearing bundle in the Proceedings following agreement between the Parties; or

5.4.3 to be referred to at a hearing in the Proceedings following notification from the Receiving Party to the Disclosing Party in writing and in good faith that it may refer to the Document at such a hearing.

5.5 Following a manual review by the Disclosing Party pursuant to paragraph 5.4 above, if the Document contains Confidential Information but is not confidential in its entirety, then the reviewing Party shall provide highlighted confidential copies of any such Document(s) to the other Party as soon as practically available and no later than 20 working days (subject to any requested extension, which is not to be unreasonably withheld) after:

(a) filing or receipt of a Document referred to in paragraph 5.4.1 or 5.4.2 above; or

(b) receipt of notice that the Document(s) will be relied upon in a manner set out in paragraphs 5.4.3 above or (if later) receipt of the Document(s) in question.

5.6 In the circumstances set out at paragraphs 5.4.1-5.4.3 above, to the extent not already provided, the Party asserting Documents or information are designated as Confidential Information shall provide a highlighted confidential copy of each such Document containing its Confidential Information:

5.6.1 at least three (3) working days before the deadline to file electronic and hard copy bundles for a hearing; or

5.6.2 to the extent Documents are produced after such deadline, in sufficient time in advance of the commencement of a hearing, such that any non-confidential information within a Document may be referred to in open court.

5.7 Failure to provide a designation for a Document or information at the time it is disclosed shall be deemed to be a designation that the Document in question or information is not confidential. A Disclosing Party may correct any erroneous designation by giving written notice to the Receiving Party, subject to the challenge procedure set out below at paragraph 5.8.

5.8 A Receiving Party may request that the Disclosing Party amend the designation of a Document or information that it has provided (including any designation of not confidential) as follows:

5.8.1 The requesting Party (the "**Challenging Party**") shall provide a written request to the Disclosing Party specifying:

- (a) the relevant Document or 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 or information to be amended.

5.8.2 A Disclosing Party may consent in writing to amend the designation of any Document or information.

5.8.3 Should the consent referred to in paragraph 5.8.2 above not be provided by the Disclosing Party within ten (10) working days, the Challenging Party may apply to the Tribunal for an order pursuant to Rule 101(2) that the Document or information should be designated as either Confidential Information or not confidential, provided that ten (10) working days prior written notice is given

of that application to the other Party. In responding to such application, a Disclosing Party shall comply with Rule 101(1) and paragraphs 7.46 and 7.47 of the Guide. Save where there are reasons to justify a hearing, applications under this paragraph are generally to be dealt with on paper by the Tribunal.

- 5.8.4 Where an application is made by a Party in accordance with paragraph 5.8.3 above, the Document or information which is subject to the application shall be designated as Confidential Information until the challenge is determined by the Tribunal.
- 5.8.5 A Disclosing Party shall if directed by the Registrar provide a non-confidential version of the relevant Document(s) in accordance with Rule 101(1) and paragraphs 7.48 to 7.50 of the Guide.
- 5.8.6 Should the confidentiality of any Document added to the bundle during any hearing be in issue, a challenge will be dealt with in accordance with any directions the Tribunal may give.
- 5.8.7 The deadlines in this paragraph 5.8 above may be extended by agreement between the Challenging Party and Disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.
- 5.9 Each Party shall be responsible, in respect of any Document containing Confidential Information to be introduced at any hearing in the Proceedings, for labelling Confidential Information in the following ways:
 - 5.9.1 Any bundle index will state which Documents are or contain Confidential Information and identify the Party to which the Confidential Information relates.
 - 5.9.2 The Parties will prepare separate confidential and non-confidential hearing bundles where appropriate.
 - 5.9.3 Any text and/or extract which contains Confidential Information will be highlighted with appropriate colour coding.

5.9.4 Where possible and appropriate in view of the Document's format, each page of the Document must include the relevant header 'CONTAINS CONFIDENTIAL INFORMATION'.

5.10 Each Party wishing to refer to Confidential Information shall indicate to the Tribunal that the Document is or contains Confidential Information prior to disclosing the content of the Confidential Information. Following such an indication to the Tribunal, and subject to any decision of the Tribunal, Rule 99 shall apply.

6. PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE CONFIDENTIALITY RING

6.1 Nothing in this Order prevents a Party from sharing (or from consenting to the sharing of) Confidential Information provided by that Party in the Proceedings.

6.2 A Receiving Party that receives Confidential Information in the Proceedings may request that certain Confidential Information is to be provided or made available to one or more persons who are not Confidentiality Ring Members.

6.3 If a Receiving Party wishes such Confidential Information to be provided or made available to such persons:

6.3.1 it shall notify and request the express written consent of the other Party, specifying 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 Document(s) insofar as practicable) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);

6.3.2 following receipt of a notice pursuant to paragraph 6.3.1 above, if the recipient of such notice objects to the Confidential Information being provided or made available to the proposed person(s), they shall notify the requesting Party in writing within ten (10) working days of receipt of the notice that they so object, save that the requesting Party shall not unreasonably withhold consent to an extension of time for this purpose where it is reasonably required in view of the nature and/or number of Documents which are the subject of the request; and

6.3.3 if the recipient required to be provided with notice under paragraph 6.3.1 above gives express consent:

- (a) the additional person will be required to give the written undertaking in the terms of part B of the schedule to this Order, amended to list the specific Documents that are to be provided or made available to them;
- (b) the Party requesting that the Confidential Information be made available to the person who is not a Confidentiality Ring Member will provide the written undertaking referred to in paragraph 6.3.3(a) above to the other Party; and
- (c) on the completion of those steps, the additional person may be provided with the Documents and/or information.

6.4 If (i) any objection referred to in paragraph 6.3.2 above is received or (ii) no objection is received within the 10-working-day period specified (or within any extended time period the Parties have agreed), the requesting Party may apply to the Tribunal for an order that the Confidential Information may be disclosed to the additional person(s), provided that prior written notice (of ten (10) working days) is given of such application to the other Party. The additional person may be provided with the Documents if the Tribunal so orders.

7. COPIES OF CONFIDENTIAL INFORMATION

7.1 Subject to the exceptions in paragraph 7.2 below, a Receiving Party must destroy copies of Confidential Information provided to it pursuant to this Order (in both hard and soft copy) or make them inaccessible at the conclusion of the Proceedings (including any appeal), or when that Party ceases to be involved in the Proceedings, and at such time that Party shall notify its Confidentiality Ring Member(s) that they must destroy (insofar as technically feasible) or make inaccessible all Confidential Information in their possession. In such circumstances, each Party concerned shall notify the other Party within a reasonable time that the Confidential Information has been destroyed (insofar as technically feasible) or made inaccessible (as appropriate).

7.2 The obligation in paragraph 7.1 above is subject to the following exceptions:

7.2.1 Paragraph 7.1 above does not apply to solicitors' or counsel's notes subject to continued compliance with all other Confidentiality Terms.

7.2.2 Paragraph 7.1 above 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.

7.2.3 Paragraph 7.1 above does not apply to a Party's copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings, or to legally privileged work product referring to Confidential Information, subject to continued compliance with the Confidentiality Terms in respect of the Confidential Information contained within such Documents.

7.2.4 Paragraph 7.1 above does not apply to a Party in respect of the Confidential Information it provided.

7.3 The production of copies of the Confidential Information shall be limited to those required by the Confidentiality Ring Members to whom they are disclosed.

8. **DEFENDANT'S TRANSACTIONAL DATA**

8.1 The following additional conditions apply to (i) transactional data which has been disclosed by the Defendant; and (ii) any further transactional data disclosed by the Defendant in future, in each case being data retrieved from a database reflecting transactions made through Steam and other original data linked to that transaction data (the "**Data**");

8.1.1 prior to the disclosure of the Data, the Defendant will inform the Class Representative that the Data to be disclosed is subject to the conditions of this paragraph 8 and the Class Representative will confirm its agreement that this paragraph applies;

8.1.2 the Data will only be downloaded to, and stored by a Party receiving Data (the "**Data Recipient**"), in a single secure location, protected by commercially

reputable firewall software, that ensures that access is limited only to Confidentiality Ring Members who will be performing data analysis in this case and have given a signed undertaking in the terms of part B of the schedule to this order and the necessary secretarial and other support personnel, as defined at paragraph 1.1.2(b), of those Confidentiality Ring Members;

8.1.3 the Data will be accessible (only with password and/or biometric authentication) by only Confidentiality Ring Members who will be performing data analysis in this case and the necessary secretarial and other support personnel, as defined at paragraph 1.1.2(b), of those Confidentiality Ring Members;

8.1.4 the Data will also be accessible by the legal representatives of the Class Representative (only with password and/or biometric authentication) who have given a signed undertaking in the terms of part B of the schedule to this order;

8.1.5 the Data will not be transferred by a Data Recipient to portable data storage or portable data transfer devices;

8.1.6 within 30 days of the final disposition of the Proceedings, the Class Representative will ensure that any person or organization provided with the Data has destroyed (i) the Data; (ii) any copies of the Data; and (iii) any summaries or descriptions of the Data; and

8.1.7 the Class Representative will notify the Defendant within 45 days of the final disposition of proceedings that paragraph 8.1.6 above has been complied with.

8.2 Nothing in this paragraph 8 will prevent Confidentiality Ring Members from using and discussing information derived from the Data in the Proceedings, provided that this information is treated as Confidential Information in accordance with the terms of this Order.

9. DISCLOSURE OF CONFIDENTIAL INFORMATION

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

solicitors for the improperly Disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information in the Proceedings, and the improperly Disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including using all reasonable endeavours to retrieve all copies of the Confidential Information from the improper recipient(s) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

9.2 Nothing in these Confidentiality Terms shall prevent or prohibit a Receiving Party from taking any action (including in particular disclosing Confidential Information to a person who is not a Confidentiality Ring Member and/or referring to such Documents or information in open Tribunal) which has been authorised in writing by the Party which provided the Confidential Information.

9.3 If at any time any Confidential Information is made the subject of a court or tribunal disclosure or discovery order (or similar) anywhere in the world, the person bound by or subject to the order shall immediately give written notice to the solicitors of the Party which produced the Confidential Information. If the Party which provided the Confidential Information in the Proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten (10) working days of the date on which such written notice was given, the Party bound by or subject to the order which was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the Confidentiality Terms. For the avoidance of doubt, this paragraph 9.3 only applies to a Party who is the recipient of Confidential Information provided in the Proceedings and does not apply to the Party which provides the Confidential Information in the Proceedings.

10. ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

10.1 The Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.

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

10.3 This Order (including the schedule thereto) and any undertakings given pursuant 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.

10.4 Nothing in this Order or the schedules thereto shall prevent or prohibit any Confidentiality Ring Member from acting in other proceedings.

10.5 The costs of compliance with and of drafting this Order shall be costs in the case in the Proceedings.

10.6 There shall be liberty to apply to vary the terms of this Order.

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:

11.3.1 Notices for the Class Representative shall be marked for the attention of Milberg London LLP and sent to:

Email addresses: Natasha Pearman <npearman@milberg.co.uk>

Grace Panter <gpanter@milberg.co.uk>

Milberg Collective Proceedings team

<SteamTeam@milberg.co.uk>

Reference: NP/GP/00085

11.3.2 Notices for the Defendant shall be marked for the attention of Reynolds Porter Chamberlain LLP and sent to:

Email addresses: David Cran <David.Cran@rpcllegal.com>

Chris Ross <Chris.Ross@rpcllegal.com>

RPC Valve Collective Proceedings Team

<RPCSteam@rpcllegal.com>

Reference: BP03/DMC/VAL62.2

The Honourable Mr Justice Thompsell
Chair of the Competition Appeal Tribunal

Made: 9 July 2026
Drawn: 9 July 2026

SCHEDULE

PART A Confidentiality Ring Members

Class Representative

<i>Milberg London LLP</i>
1. Natasha Pearman, Partner
2. Polly Blenkin, Partner
3. Zena Prodromou, Partner
4. Steen Cooper, Of Counsel
5. Alicia Clark, Senior Associate
6. Hadley Zielonka, Senior Associate
7. Grace Panter, Associate
8. Joel Mitchell, Associate
9. Maya Ffrench-Adam, Associate
10. Dwight Wilson, Trainee Solicitor
11. Fabian Ziermann, Trainee Solicitor
12. Isaba Moazzem, Trainee Solicitor
13. Claudia Chan, Trainee Solicitor
14. Amelia Hall, Paralegal

<i>Class Representative</i>
15. Vicki Shotbolt

<i>Counsel</i>
16. Robert Palmer KC, Barrister
17. Julian Gregory, Barrister
18. William Perry, Barrister

<i>Berkeley Research Group (BRG)</i>
19. Greg Harman, Managing Director
20. Mark Bosley, Director
21. Robert Scherf, Associate Director
22. Daniel Louw, Consultant
23. Vivian Keung, Consultant
24. Matthew Wood, Associate Consultant

<i>Bench Walk Advisors</i>
25. Chris Williams, Vice President
26. Stuart Grant, Co-Founder & Managing Director
27. Adrian Chopin, Co-Founder & Managing Director

Defendant

<i>Defendant (Valve Corporation)</i>
1. Christopher Schenck, Legal Counsel
2. Gavin Skok, Legal Counsel
3. Jessica Painley, Paralegal

<i>Reynolds Porter Chamberlain LLP (RPC)</i>
4. David Cran, Partner
5. Chris Ross, Partner
6. Alexandra Shearer, Senior Associate
7. Ben Powell, Senior Associate
8. Michael Miles, Associate
9. Daniel Goh, Trainee

<i>Counsel (Blackstone Chambers)</i>
10. Brian Kennelly KC, Barrister
11. Tom Coates, Barrister
12. Sean Butler, Barrister

<i>RBB Economics</i>
13. Adrian Majumdar, Managing Partner
14. Katie Curry, Partner
15. Owen O'Leary, Senior Associate
16. Alastair Carr, Associate Principal
17. Linn Rustad, Associate Competition Economist

PART B
UNDERTAKING (TO BE PROVIDED BY CONFIDENTIALITY RING MEMBERS)

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

I, **[name]**, of **[company]** being **[legal or other qualification or position]** undertake to the Tribunal and to the Parties as follows:

1. I have read a copy of the Tribunal's Order of **[date]** and understand the terms of that order and the implications of giving this undertaking.
2. I have read Rules 101 and 102 and Civil Procedure Rule 31.22 and am aware of and will comply with the obligations imposed by those provisions.
3. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential.
4. Except as expressly contemplated by the Confidentiality Terms, I will not disclose, refer, use, copy, reproduce or otherwise distribute or disseminate Confidential Information to any person who is not a Confidentiality Ring Member, including by reading it out in open proceedings (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I will use the Confidential Information only for the purpose of the Proceedings and for the purpose of no other current or future proceedings or proposed proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).

6. Documents containing any Confidential Information will remain in my custody or the custody of another Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
7. The production of further copies by me of the Documents containing Confidential Information shall be limited to those reasonably required for the use of the Confidentiality Ring Members for the purposes of the Proceedings only and such copies shall be held in accordance with paragraphs 3 to 6 of this undertaking.
8. Subject to the exceptions in paragraph 7.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of the Proceedings or upon receiving a notice in accordance with paragraph 7.1 of the Order.
9. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
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 subject to the conditions in paragraph 9.3 of the Order that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: