Dear {Name},

Membership of the {Committee Name}

On behalf of FTSE International Ltd, I have great pleasure in inviting you to become a member of the {Committee Name} (the Committee).

The purpose of the Committee, the responsibility of FTSE Russell and the responsibility of the members are set out in the attached Terms of Appointment and accompanying Terms of Reference.

FTSE Russell offers committee members an indemnity in respect of claims which may be made against them in connection with work carried out in the course of their duties. This indemnity is contained in the Terms of Appointment and is subject to the terms contained therein. I should be grateful if you would print, sign, scan and return a copy of page 1 and page 2 of your terms of appointment by email. FTSE Russell will then countersign and return this to you for your records.

Kind regards

Yours sincerely

Janet Cumberpatch
Committee Secretary, FTSE Russell
+44 207 866 1960
JCumberpatch@ftserussell.com
In consideration of FTSE International Limited undertaking to indemnify me against all claims, demands, proceedings, damages, costs, charges and expenses brought by third parties against me or sought from me as a consequence of lawful actions taken by me in accordance with the provisions of the terms of reference of the Committee(s) upon which I am to serve, I:

(i) accept appointment as a member of the {Committee Name} for three years, starting from (month/year);

(ii) assign to FTSE Russell my interest in the copyright and any other rights subsisting in the rules, minutes, proceedings and records of the Committee;

(iii) assign to FTSE Russell my interest in the copyright and all other intellectual property rights subsisting in all work carried out by me in the course of my membership of the aforementioned Committee which is or shall be used by FTSE Russell to create, develop or manage an index or industry classification system. For the avoidance of doubt any IP created by me which is created other than by way of my appointment to the Committee shall not be assigned;

(iv) acknowledge that I have been provided with a copy of the terms of reference of the aforementioned Committee, have read the same and agree to abide by the terms therein;

(v) agree that all matters which may become known to me and information which I may be given by virtue of my membership of the said Committee which has been designated by FTSE Russell to be “Confidential Information”, the subject matter of any Committee meetings, the identity of committee members and the decisions made, may only be used for the purpose of my membership of the said Committee shall not be used as the basis of any investment decisions and shall be kept confidential by me and not disclosed to any party (beyond colleagues at my own organisation in order to source such expertise as is relevant to the issues for which the members’ views are sought) except as required by law. In having such discussions, I will be aware of my confidentiality and conflicts of interest obligations, as well as the purpose and responsibility of the Committee and my role in it;

(vi) waive any claim which I may at any time have to moral rights in any work produced by the said Committee, in terms of sections 77 - 79 of the Copyright, Designs and Patents Act 1988 and other relevant legislation as it may be amended or replaced;

(vii) agree that I shall inform the Chairman of the Committee of any known actual or potential conflict of interest with respect to a particular meeting agenda item and shall not participate in the debate or any subsequent vote on that item. A “conflict of interest” shall be read to mean a situation in which my impartiality in discharging the duties hereunder for FTSE Russell could be called into question because of the potential, perceived or actual improper influence of personal, financial and other considerations;

(viii) agree that I will give the Secretary of the Committee advance written notice in the event that I no longer wish to be a member of the Committee;

(ix) agree that, at the request of the FTSE Russell Product Governance Board, I shall be required to resign from the Committee with immediate effect following non-attendance at two successive meetings of the Committee without adequate explanation, or in the event of a breach of the terms set out in the Terms herein, or any other action by me deemed liable to bring FTSE Russell or FTSE Russell indexes into disrepute.
Acceptance of the Terms of Appointment/Page 2


By signing these Terms of Appointment, you consent that we may process the personal data (including sensitive personal data) that we collect from you. In particular, we may use information we hold for the purposes of your role as a member of the (Committee Name). The data that we collect from you may be transferred to, and stored or processed at, a destination outside the European Economic Area (“EEA”). By submitting your personal data, you acknowledge and accept this transfer, storing or processing.

Please address any questions, comments and requests regarding our data processing practices to committeesecretary@ftserussell.com

Signed:

Name: .............................................................................................................................
Address: ........................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................
.............................................................................................................................

Date: .............................................................................................................................

Signed by for and on behalf of FTSE International Ltd. ............................................................

Date: .............................................................................................................................

“FTSE Russell” is a trading name of FTSE International Limited (“FTSE”) and Frank Russell Company (“Russell”) and their respective subsidiary undertakings, which are members of the London Stock Exchange Group plc group.