

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member    Martin Cadman of MC Trustees Limited**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully

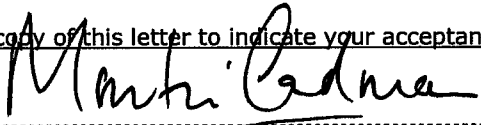


Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**

**Date**

  
.....  
16 November 2011  
.....

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member    Tony Moore of BW SIPP LLP**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**

**Date**

.....  
12/10/2011  
.....

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member    Renata Chester of Suffolk Life Annuities Ltd**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**

..... R Chester .....

**Date**

..... 12/10/11 .....

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member Zachary Gallagher of Berkeley Burke & Co Ltd**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**

.....  


**Date**

.....  
12/10/2011



---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member Robert Graves of Rowanmoor Pensions**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**

..........

**Date**

..........

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member   Neil MacGillivray of James Hay Pension Trustees Limited**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**



**Date**

12/10/2011

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member   Elaine Turtle of DP Pensions Ltd**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**



**Date**

12/10/11

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member Geoff Buck of Killik & Co LLP**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) Where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.


Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**



.....

**Date**

12/10/11  
.....



---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

**5 October 2011**

**Committee Member    Andrew Roberts of Barnett Waddingham LLP**

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### **1. Undertakings**

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### **2. Confidential Information**

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

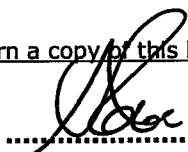
Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**



.....

**Date**

12/1-1/11  
.....

30 NOV 2011

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

---

## AMPS COMMITTEE MEMBERSHIP – NON DISCLOSURE AGREEMENT

---

5 October 2011

**Committee Member** David Phillips of DA Phillips & Co Limited

You have been elected to serve on the AMPS Committee.

In order for you to participate in committee activity you may have access to information which is non public, confidential and sensitive to AMPS. The AMPS Committee can only operate on the understanding that such information will be kept confidential. **Could you please sign and return a copy of this letter to indicate your acceptance of the terms set out below.**

In consideration of the AMPS Committee or any third party (such as the FSA) disclosing Confidential Information (as defined in section 2. below) to you, you agree to be bound by the following terms.

### 1. Undertakings

- (a) You will maintain the confidentiality of the Confidential Information passed to or received by you.
- (b) Except as otherwise agreed, the Confidential Information will be used by you, solely for the purpose of fulfilling AMPS duties.
- (c) You will not, without AMPS's prior consent, disclose or allow Confidential Information to be disclosed, to any other person.
- (d) You undertake, at AMPS's request, to return or destroy (at AMPS's option) any documents in your possession or under your control
- (e) Without prejudice to the above, if you are required by any court of competent jurisdiction, any competent judicial, governmental, supervisory or regulatory body to disclose Confidential Information, you must notify AMPS of such proposed disclosure as soon as reasonably practicable and take all reasonable steps to resist or avoid disclosure, including all steps that AMPS may reasonably request, and keep AMPS fully and promptly informed of all matters and developments relating thereto. If you are nevertheless obliged to disclose to any such third party you must disclose only to such third party and seek to disclose only the minimum amount of information consistent with satisfying your obligation. Furthermore, you must notify AMPS as soon as reasonably practicable of the information to be disclosed.

### 2. Confidential Information

"Confidential Information" means all of the information and material whether written, passed on verbally or otherwise made available to you, by or on behalf of AMPS and relating to or connected with AMPS, unless within the following exceptions:

- (a) if the information enters into the public domain other than by breach of this Agreement by the Recipient;
- (b) where the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser and where the information was not previously acquired by the Recipient from the Discloser under an obligation of confidence;

# AMPS

ASSOCIATION OF  
MEMBER-DIRECTED  
PENSION SCHEMES

- (c) that the Recipient can show the information to have been developed by or for it at any time without any information disclosed to it by the Discloser;
- (d) information that has been obtained by or made available to the Recipient by a source other than the Discloser and such that source is not under any obligation of confidentiality or non-use towards the Discloser;
- (e) where the Discloser has given prior written consent to the Recipient to disclose the Confidential Information;
- (f) where the Recipient proves that it has been ordered to disclose the Confidential Information by a court of competent jurisdiction or as a result of statutory obligation (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure); or
- (g) information which is required to be disclosed by the Recipient by any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the Recipient making all reasonable endeavours to inform the Discloser prior to any disclosure and complying where possible with any instructions of the Discloser in relation to such disclosure).

Without prejudice to the provisions of the Data Protection Act 1998, all obligations relating to the Confidential Information shall come to an end on written notification from the AMPS Committee.

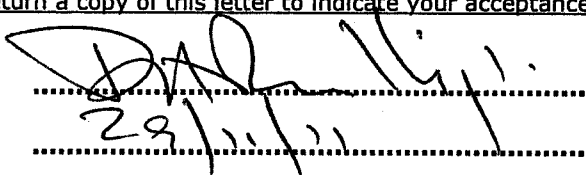
Yours faithfully



Andrew Roberts  
Honorary Secretary

Could you please sign and return a copy of this letter to indicate your acceptance of its terms.

**Signature**



**Date**

29/11/11