

UK Sharepurchase

Application form and Sharepurchase Agreement



Barclays PLC ("the Company")
Barclays Group Share Incentive Plan ("UK Sharepurchase")
Partnership Share Agreement ("the Agreement")

Please keep a copy of this form
and Agreement for your records.

Use this form to join UK Sharepurchase, change your monthly investment, or make a one-off investment in UK Sharepurchase.
This Agreement is between:

Participant (please complete in full)

Mr		Mrs		Miss		Other	
Surname							
Forenames							
Staff number				N.I. number			

Company Registered Address: 1 Churchill Place, London, E14 5HP Registered Number: 48839

Trustees Barclays Bank Trust Company Limited ("The Trustees") Registered Address: 1 Churchill Place, London, E14 5HP Registered Number: 920880

I would like to join UK Sharepurchase, change my monthly investment amount, or make a one-off investment in UK Sharepurchase.
If you submit this application/change form and then make a further application change using either the online or telephone express service (before the first day of the month), then your online or telephone application will take precedence over this application/change form.
Please deduct:

A: Monthly investment

£	per month from my UK Sharepurchase salary.
---	--

Please complete this box if:

- You want to join UK Sharepurchase and make monthly investments
- You want to change your monthly investment
- You want to suspend your monthly investment (insert £0 in the box) or
- You want to restart your monthly investment

B: One-off investment out of my UK Sharepurchase salary

Either	
£	at the next available opportunity or
%	of any cash bonus/cash incentive (which forms part of my UK Sharepurchase salary) I may receive in February.

Please complete this box if:

- You want to join UK Sharepurchase and make a one-off investment
- You want to make a one-off investment

Limit on Investment

Your total investment will be limited to £1,500 in any tax year, or if lower, 10% of your UK Sharepurchase salary in the tax year to date. The minimum amount you may specify is £10. Please refer to the UK Sharepurchase booklet for information about your choices. If you specify an amount, which exceeds these limits, the amount you specify will be reduced. Your UK Sharepurchase salary for this purpose will include any bonus you may receive.

By signing this form you have entered into the UK Sharepurchase Agreement and you confirm that the above details are correct, that you have read your UK Sharepurchase pack, including the terms and conditions of this Agreement set out overleaf and you agree to be bound by them and that you understand that your instruction to make deduction(s) from your UK Sharepurchase salary will become effective for that month's salary payment if received by the first day of the month.

Signature	Date
Daytime telephone number	

For office use only		
Change actioned by	Date actioned	Effective month
Acknowledged by	Date acknowledged	
Checked by	Date checked	

Once completed please return this form to: Barclays Share Plans, Operations Department, PO Box 4766, Worthing, BN99 6HF. Remember to keep a copy for your records.

This Agreement is important. It contains information which you should take the time to read. You should also read the UK Sharepurchase explanatory booklet to understand how UK Sharepurchase works.

By signing this Agreement:

Participant

- 1** I declare that I am eligible to participate in UK Sharepurchase.
- 2** If the Company resolves at any time to allow me to acquire ordinary shares in Barclays PLC (Shares), through UK Sharepurchase (Partnership Shares), I agree to allow my Group employing company to deduct the amount detailed overleaf.
- 3** I agree that these amounts (Partnership Share Money) will be used to acquire Partnership Shares for me pursuant to and in accordance with the rules of UK Sharepurchase which will be held on my behalf by the Trustees and any surplus remaining from the acquisition shall be carried forward to the next occasion on which Partnership Shares are acquired for me. If for any reason I do not have enough salary to meet the amount of my regular monthly investment and/or one-off investment under UK Sharepurchase I agree that my investment will be reduced for or in that month (and in the case of a monthly investment will be reduced for any subsequent month until I have enough salary). If I specified a one-off investment, which is reduced, I agree that if I wish to make a further one-off investment I must contact the UK Sharepurchase Administrator to confirm my instruction. If an Attachment of Earnings Order is made against my earnings, I will be treated as not having enough salary for these purposes and no deduction will be made under UK Sharepurchase while the Order remains in force.
- 4** The following authorised deductions will be made from my pre-tax salary before my investment to acquire Partnership Shares for the purpose of UK Sharepurchase: Pension contributions (including stakeholder pension contributions); AVCs; Giving to Charity and any salary sacrifice arrangements you have entered into (including, for example, childcare vouchers and Bikes 4 Work).
- 5** If the Company resolves to suspend the acquisition of Partnership Shares under UK Sharepurchase for a fixed period: (a) not exceeding one year I agree that this Agreement will be suspended for that period (so that no deductions will be made from my salary during that period) and on receipt by me of one month's written notice from the Company of the end of the suspension of the acquisition of Partnership Shares I authorise my Group employing company to continue making deductions again as provided for in this Agreement; and (b) of more than one year or indefinitely I agree that this Agreement will terminate on the date the Company resolves to suspend the acquisition of Partnership Shares.
- 6** If the Company resolves at any time to offer Matching Shares through UK Sharepurchase, I agree to accept any Matching Shares awarded to me and I agree that such Matching Shares will be awarded to me on the basis described in paragraph 18 below.
- 7** I agree that I will leave my Matching Shares in UK Sharepurchase in the hands of the Trustees for the period of three years (Holding Period) from the date they are appropriated to me by the Trustees (Appropriation Date). I will not assign, charge or otherwise dispose of my beneficial interest in my Matching Shares during such Holding Period.
- 8** I agree that I will forfeit my Matching Shares if: (a) I withdraw the Partnership Shares in respect of which the Matching Shares were awarded within three years from the date of acquisition; or (b) I cease to be employed by the Group at any time before three years from their Appropriation Date unless my employment ceases for one of the following reasons: (i) injury or disability; (ii) redundancy; (iii) transfer of employment to which the Transfer of Undertaking (Protection of Employment) Regulations 2006 apply; (iv) my employer ceasing to be an Associated Company; (v) retirement on or after reaching retirement age (being age 50); and (vi) death.
- 9** If the Company resolves at any time that all cash dividends in respect of shares held by the Trustees under UK Sharepurchase (UK Sharepurchase shares) up to the maximum annual amount specified in the rules of UK Sharepurchase must be reinvested in acquiring more shares, (Dividend Shares), I agree that: (a) all such dividends up to such maximum amount paid in respect of my UK Sharepurchase shares will be used by the Trustees to acquire Dividend Shares for me pursuant to and in accordance with the rules of UK Sharepurchase; and (b) I will permit my Dividend Shares to be held by the Trustees on my behalf for the Holding Period specified in UK Sharepurchase and I will not assign, charge or otherwise dispose of my beneficial interest in my Dividend Shares during such Holding Period.
- 10** If there is a rights issue, I agree to allow the Trustees to sell some of the rights attached to my UK Sharepurchase shares to fund the exercise of the other rights attached to my UK Sharepurchase shares.
- 11** I confirm that I understand that the value of my UK Sharepurchase shares may fall as well as rise and I may not get back the full amount I originally invested.
- 12** I understand that if any of my Partnership Shares or any of my Matching Shares are removed from UK Sharepurchase within the period of five years from their date of acquisition or their Appropriation Date the Trustees may sell sufficient UK Sharepurchase shares to meet any income tax or employee's National Insurance Contributions due.
- 13** I understand that I can withdraw from this Agreement at any time by writing to the Trustees and I agree that if I withdraw from this Agreement the terms on which I agreed to acquire my Partnership Shares and accept my Matching Shares which have already been awarded to me will not be affected and will continue to apply.
- 14** (a) I understand that the Company and the Trustees will store and process my information on their computers and in other ways. By "my information" the Company and the Trustees mean personal information they have obtained from me, my Group employing company and any other Group companies or other organisations in anticipation of my applying to participate in UK Sharepurchase and during the term of this Agreement; (b) I agree that the Company and the Trustees will use my information to manage and administer my UK Sharepurchase shares, give me information about my UK Sharepurchase shares, develop and improve their services to me and other customers and protect their interests; and (c) I agree that the Company and the Trustees may give information about me and my UK Sharepurchase shares to the following: (i) my Group employing company and its agents or service providers where disclosure is necessary to enable the Company or the Trustees to discharge their

duties and obligations in the management and administration of UK Sharepurchase (including but not limited to any disclosure of information as may be necessary to enable my Group employing company to comply with the requirements of HM Revenue & Customs in relation to reporting, disclosure and the collection of income tax and National Insurance contributions through PAYE in respect of my participation in UK Sharepurchase; (ii) people who provide a service to the Company or the Trustees or are acting as their agents on the understanding that they will keep the information confidential; (iii) anyone to whom the Company or the Trustees transfer or may transfer their rights and duties under this Agreement; and (iv) where the Company or the Trustees have a duty to do so or if the law allows the Company or the Trustees to do so; otherwise the Company and the Trustees will keep my information confidential; (d) I understand that if the Company or the Trustees transfer my information to a service provider or agent in another country, they will make sure that the service provider or agent agrees to apply the same levels of protection as the Company and the Trustees are required to apply in the UK and to use my information only for the purpose of providing the service to the Company or the Trustees. For the purposes of this clause 14 "Group employing company" includes any company or other entity who may become my employer during the term of this Agreement and any other company or entity which has a duty to comply with any requirements imposed by HM Revenue & Customs, in connection with my participation in UK Sharepurchase).

- 15** I have read this Agreement and the UK Sharepurchase explanatory booklet and I agree: (a) to be bound by this Agreement and by the trust deed and the rules of UK Sharepurchase as amended from time to time; (b) that taking part in UK Sharepurchase does not affect my rights, entitlements and obligations under my contract of employment and does not give me any rights or additional rights to compensation or damages if my employment with the Barclays Group (or any associated company) ceases; and (c) that: (i) I may at any time stop my deductions or begin them again by notifying the Company in writing; or (ii) I can at any time withdraw from this Agreement by notifying the Company in writing and that unless I specify a later date in such notice, such notice shall take effect 30 days after it is received by the Company.

Company

- 16** The Company agrees to procure that my Group employing company shall pay my Partnership Share Money to the Trustees and to arrange for Partnership Shares to be awarded to me in accordance with UK Sharepurchase.
- 17** If the Company specifies a maximum number of shares over which awards of Partnership Shares and or Matching Shares may be made on any one occasion, the Company agrees to notify me in writing of any such maximum before the deduction of Partnership Share Money in respect of that occasion.
- 18** If the Company resolves at any time to offer Matching Shares through UK Sharepurchase, the Company agrees to allocate Matching Shares to me in accordance with UK Sharepurchase and as explained in the UK Sharepurchase explanatory booklet and to arrange for one Matching Share to be awarded to me for every one Partnership Share I acquire, up to a maximum value of £600 provided that the Company may: (a) stop or suspend the offer of Matching Shares at any time; or (b) vary the ratio of Matching Shares to Partnership Shares and/or the maximum value of Matching Shares by increasing or reducing such ratio or such maximum value, but so that the ratio of Matching Shares to Partnership Shares does not exceed 2:1. The Company may vary such ratio or such maximum value following the announcement of the Company's results for any financial year or at any other time in circumstances determined by the Company in its discretion, including: (i) if there has been a change in legislation which affects UK Sharepurchase, the Trustees, the Company, any Group employing company or any Participant; (ii) to obtain or maintain favourable taxation or regulatory treatment of the Company, Group employing company, the Trustees or any Participant. If the ratio or maximum value is varied by the Company, the Company agrees to notify me before Partnership Shares are acquired for me and Matching Shares are appropriated to me on the basis of the ratio or maximum value as varied.
- 19** The Company undertakes to arrange for Matching Shares to be awarded to me in accordance with UK Sharepurchase.

The Trustees

- 20** The Trustees agree to use my Partnership Share Money to acquire Partnership Shares pursuant to and in accordance with the rules of UK Sharepurchase and the Trustees will keep my Partnership Share Money in a non-interest bearing account with Barclays Bank PLC until it is used to acquire Partnership Shares for me.
- 21** If the Company resolves at any time to offer Matching Shares through UK Sharepurchase, the Trustees agree to award me Matching Shares on the basis described in paragraph 18 above.
- 22** If the Company resolves at any time that all cash dividends in respect of UK Sharepurchase shares up to the maximum annual amount specified in the rules of UK Sharepurchase must be reinvested in acquiring Dividend Shares, the Trustees agree to reinvest any such cash dividend received in respect of my UK Sharepurchase shares in acquiring Dividend Shares to be held by the Trustees on my behalf in UK Sharepurchase.

Notice to participant about possible effect on benefits

Deductions from your pay to acquire Partnership Shares under this Agreement may affect your entitlement to, or the level of, some contributory social security benefits, statutory maternity pay and statutory sick pay. They may also have a similar effect in respect of some social security benefits paid to your spouse or civil partner. With this Agreement you should have been given information on the effect of deductions from your pay to acquire Partnership Shares on entitlement to social security benefits, statutory sick pay and statutory maternity pay. The effect is particularly significant if your earnings are brought below the lower earnings limit for National Insurance purposes, and is explained in the information. It is therefore important that you read it. If you have not been given a copy, ask your employer for it. Otherwise a copy may be obtained from <http://www.hmrc.gov.uk/pdfs/ir177.htm>. You should take the information you have been given into account in deciding whether to acquire Partnership Shares.