

Risk warnings

If you make an investment under this plan it's in just one company. So you should think of it as one part of a balanced portfolio. It's important to remember that the price and value of any investment can go down as well as up. That's also true of any income that might come from it. So you might get back less than you invested. The way an investment has performed in the past doesn't tell you how it will perform in the future. You should not interpret the information in this booklet as a recommendation by the company or us to buy or hold shares in the company. It's your decision. If you're not sure whether this investment is right for you, you should talk to an authorised financial adviser.

About the agreement between us

This is an execution only service. We will carry out your instructions to buy shares. We will not offer or give any advice on the merits of your instructions or purchases. We will not assess the suitability of purchases made for you or other services provided under the Plan and you do not benefit from the rules of the Financial Services Authority on assessing suitability.

1. Definitions

Under the agreement between us, the following words have particular meanings:

- + **Plan** means this dividend reinvestment plan;
- + **you, your** means
 - the personal investor or corporate body who signs the application form; or
 - if more than one person signs, the joint holders jointly and individually; and/or
 - your personal representatives
- + **we, our, us** means Equiniti FS. References to "we, or, us" also include any company to which we may transfer our rights and obligations in accordance with paragraph 12;
- + **Equiniti FS** means Equiniti Financial Services Limited, which is authorised and regulated by the **Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS** (under reference 468631). The main business of Equiniti Financial Services Limited is investment and general insurance services, and it's registered office is in the UK at **Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**, registered in England and Wales no.06208699. References to Equiniti Financial Services Limited also include any company to whom it transfers its rights and obligations in accordance with paragraph 12;
- + **the Equiniti Group** means Equiniti FS, its subsidiaries and parent companies and any subsidiary of any of its parent companies;
- + **the Company** means Associated British Foods plc;
- + **FSA and FSA Rules** mean respectively, the Financial Services Authority and rules made by the FSA, which apply to the services provided by us to you, as amended from time to time;
- + **shares** means any class of fully paid up shares in the Company.

2. The service we will provide

Once we accept your instruction to take part in the Plan, these terms and conditions and your

instruction will together constitute a binding agreement between you and us. Under the agreement, we will:

- + collect the dividends paid on your shares in the Plan;
- + use your dividends to buy additional shares for you;
- + send you a detailed statement following each dividend showing details of the purchase.

3. Joining the Plan

The terms here in paragraph 3 will always apply except where a change in any laws or regulations, or agreements between us and the Company prevent it.

3.1 You will be classified for the purposes of the FSA rules as a retail client, If, however, you would otherwise be classified under the FSA Rules as an Eligible Counterparty or a Professional Client, you may not necessarily have the rights of a Retail Client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see paragraph 21 of these terms and conditions.

3.2 The decision to join the Plan is your responsibility. You may participate in the Plan unless:

- + you are a resident in China
- + you are a North American person, or
- + you fall into one of the other excluded categories described here.

A North American person here means:

- + any citizen or resident of the USA or Canada, including the estate of any such person, or
- + any corporation, partnership or other body created in or organised under the laws of the USA or Canada, or any political subdivision of either country, or
- + any estate or trust whose income, regardless of its source, is subject to US federal or Canadian income tax.

References here to the USA, Canada, or China include their territories, possessions and all areas subject to their jurisdiction.

If you are a citizen or resident of an overseas country other than the USA, Canada or China, you may take part in the Plan provided you are not subject to regulations that would oblige us or the Company to comply with any governmental or regulatory procedures or similar formalities.

You are responsible for making sure you can validly take part and for complying with all necessary formalities. You should consult a professional adviser if you are in any doubt about:

- + whether you need any government consents or to observe any other formalities, or
- + whether you're prohibited from receiving shares instead of cash dividends.

3.3 Applications to join the Plan must reach us at least fifteen (15) working days before the date of the next dividend payment date.

Applications that miss the deadline will only be eligible for subsequent dividends.

We do not usually acknowledge receipt of applications.

We have the right to refuse an application. If your application is incomplete or incorrect and we are unable to get it corrected, we may have to return it

without carrying out your instructions. Once you join the Plan, all future dividends paid by the Company will automatically be reinvested for you through the purchase of additional shares until either you leave the Plan or we suspend or terminate the Plan.

- 3.4 Provided we have received the necessary funds from the Company, we will, subject to any instructions from you to the contrary as set out in paragraph 3.5, reinvest any sums receivable on your shares by way of a distribution of dividend in purchasing further fully paid up ordinary shares in the Company subject to these terms and conditions.

If the amount of any dividend payment is insufficient to purchase a whole number of fully paid up ordinary shares in the Company, we will purchase as many shares as we can and retain the balance of any dividend distribution which will be aggregated with any future dividend distribution and used to buy further fully paid up ordinary shares in the Company at that time.

- 3.5 If you do not wish to reinvest any dividend payments in purchasing more shares in the Company as set out in paragraph 3.4, you may let us know by following the procedure set out in paragraph 13.

4. Share purchases

- 4.1 The share purchases under the plan will be transmitted by us to one of our approved entities for execution. There are currently more than ten (10) approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of order and the market conditions involved. In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing share purchases, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.

These approved entities will normally execute share purchases on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous. We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with share purchases under the plan with a view to achieving the best possible result for you.

Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

Share purchases made on your behalf may be aggregated with share purchases made for other participants in the Plan, and this may work to your disadvantage in relation to a particular order, compared with the price you would have paid if your purchase had been made on its own.

For all participants, shares may be bought in separate transactions and on different days, if need be. If it is necessary to buy shares at different prices, we will calculate an average price for all of them.

You will receive the maximum whole number of shares it is possible to buy for you using your cash dividend plus any cash balance from

previous dividend payments minus the charges described in this booklet.

Shares will be bought for you as soon as practicable on or after the dividend payment date. The shares bought for you under the Plan will be registered in your name and you will be sent a share certificate unless:

- + your shares are held in the CREST system. In this case, the shares will be credited to your CREST account; or
- + your shareholding is not registered in your own name but is held on your behalf (for instance, through a company sponsored nominee service). In this case, the arrangements for share issues will depend on the terms and conditions of that service.

- 4.2 We will send you a statement with full details of the share purchase no later than the first working day after we receive written confirmation that the purchase has been made. If applicable, we will also send you a share certificate.

If you need us to confirm your holding in writing or issue a duplicate statement at any time there may be a fee to pay.

- 4.3 Very occasionally, we may decide that, due to market conditions following a particular dividend, we are not able to purchase shares for you under the Plan within a reasonable time. In such a case, we may forward the amount of the dividend to you in cash. Alternatively, if the entity used by us to make the purchase recommends that it be given more time to complete the order, we may allow this.

5. Cash Balances

If after we've bought your shares there's a small amount of cash left – but it's not enough to buy one share – we'll look after it and add it to your next dividend.

Any cash balance that remains after shares have been bought for you and/or any dividend money that is too little to buy one whole share will be held by us as client money under the FSA rules and as follows:

- + We will deposit the cash in the UK with an authorised bank;
- + The bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right;
- + We will not, however, be responsible for any acts or omissions of the bank;
- + If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.

You will not be paid interest on cash balances, and we will be entitled to keep any interest earned or any equivalent fee that the bank in question pays us.

If we are holding cash, whether client money or not, we may withdraw the cash and apply it towards paying fees, charges, and other sums due to us.

If you leave the Plan, unless you specifically request otherwise, we will pay any cash balance to a charity of the company's choice. If the Plan comes to an end we will send you any remaining cash as soon as possible.

6. Tax position

This is a summary of your tax position under current UK law and HM Revenue and Customs practice.

Please remember:

- + this is only an outline of the tax position, not a comprehensive picture – your own tax treatment will depend on your individual circumstances;
- + it only covers the tax position for a shareholder resident in the UK;
- + the law and rules on tax can change from time to time;
- + you are responsible for paying any taxes attributable to your taking part in the Plan, including (but without being limited to) income tax and capital gains tax;
- + we are not liable for any taxes attributable to your taking part in the Plan;
- + we cannot give you financial or tax advice. If you have questions or uncertainties, we strongly recommend you consult an authorised financial adviser.

Income tax

An individual shareholder is deemed to have paid income tax at the dividend ordinary rate of 10%. This is called the tax credit. If you pay income tax at the basic rate, you will have no further tax to pay on the dividends. If you are a higher rate taxpayer, you will have a further liability for tax. You cannot reclaim the tax credit.

Capital gains tax

To calculate your gain or loss for capital gains tax purposes when shares are sold, the base cost of shares bought on your behalf will be their purchase price, including the dealing charge and stamp duty.

7. No third party rights

This agreement is only between you and us. It will not give any benefits to, nor be enforceable by, a third party.

8. Full and partial reinvestment

Usually you must participate in the Plan for all the shares in your account. But, if your shares are held for more than one beneficial owner, we may at our discretion allow you to reinvest the cash dividend on only part of your shareholding.

9. Partial sales and transfers of shares

If you sell or transfer some of your shares, your instructions will go on applying to your remaining shares.

10. Communications between you and us

Any agreement made between you and us under these terms and conditions will be in the English language. We will always communicate with you in English.

10.1 Please address all letters, instructions, notices and other documents for us to:

Share Dividend Team, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom.

Until your communication actually reaches us at this address, we will not be able to treat it as officially received, nor to act on it.

You must give us any instructions in writing. We may sometimes be able to accept instructions by fax, email, telephone or online, but in this case, we may require you to confirm your instructions in writing before we go ahead and act on them.

10.2 We will send all statements, notices and other documents by post to the sole or first-named joint holder. If the sole or first-named holder has given us an email address:

- + we will have a discretion to send any notices or other documents to you via that email address; and
- + by sending to that email address a link to our website, we will have a discretion to use that website to provide to you (together with other participants in the Plan), general information or documents relevant to these terms and conditions in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, or new fees and charges, rather than having to send this type of information to you (and all other participants in the Plan) individually by post or email.

If you provide us with an email address but subsequently decide that you do not want us to communicate with you by email or using a website, please send us a letter in the post stating this and we will resume using the last postal address we have for you.

We may choose not to send out a document if you are not resident in the UK or the address you have given us for posting documents is not in the UK, for example if we believe distribution in that country may be forbidden by law.

10.3 Everything we send you is at your own risk. If you need documents to be reissued or altered, there may be a fee to pay.

10.4 We cannot take any part in, nor any responsibility for, arrangements between joint holders over sharing information or accounting among themselves.

11. Protecting your personal data

11.1 You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti database. These details may include, but are not limited to:

- + information that you or your agents give us on application forms, in letters, via electronic messages or over the phone;
- + what we know from providing you with this service and analysing the transactions you carry out through us;
- + information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges; and/or
- + information we receive from our client companies or their agents.

We may store, use and process your personal information in order to:

- + assess your application to participate in this service;
- + provide you with services;
- + keep our records about you up to date;
- + check your identity;
- + identify other products and services that might be suitable for you;
- + prevent and detect fraud and/or money laundering;
- + recover debts; and/or
- + carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside

- market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.
- 11.2 Unless you tell us not to, we may share your information within the Equiniti Group and we or other Equiniti Group companies may write to you about:
- + Equiniti Group products and services we believe may interest you; and/or
 - + selected products and services from third party businesses we know and trust.
- If you prefer not to receive this kind of information, simply let us know by visiting our website at: www.shareview.co.uk/clients/optout or calling *0871 384 2252 or +44 121 415 7185 if calling from outside of the United Kingdom.
- 11.3 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don't hesitate to let us know so that we can correct it.
- 11.4 The information we hold about you is confidential. We will only ever disclose it outside the Equiniti Group:
- + at your request or with your consent;
 - + in line with paragraph 11.1:
 - if the law requires or permits disclosure, or there is a duty to the public to reveal it;
 - if we are asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas;
 - to investigate or prevent fraud or other crimes;
 - to the Company so that they can update their own records about you;
 - to our agents and others in connection with running accounts and other services for you; and/or
 - to any individual or company to whom we propose to transfer our obligations and rights in line with paragraph 12 of these terms and conditions.
- 11.5 We may administer your account and provide you with some services via agencies in countries outside the European Economic Area (EEA), such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if we are processing your personal details outside the EEA:
- + there will always be a contract in place to ensure that such information is appropriately protected; and
 - + we will continue to be strictly bound by the UK's Data Protection Act 1998.
- 11.6 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may:
- + make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses; and/or
 - + ask you to supply us with proof of identity.
- 11.7 We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.
- 12. Transferring our obligations**
In accepting these terms and conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement.
If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FSA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee.
Remember, however, that you have a right to end this agreement at any time by following the procedure set out in paragraph 13. No charge is payable by you when you terminate.
- 13. If you want to cancel or leave the Plan**
13.1 You may cancel this agreement at any time by letting us know in writing. This is in addition to your legal right to cancel this agreement within fourteen (14) days of the agreement between us being made. Your cancellation letter will take effect as soon as we receive it, although this will not prevent the completion of any transactions that are already underway. The normal charges will be made for these transactions.
13.2 If you do not want the Plan to apply to your next dividend, your letter must reach us by the deadline set out in paragraph 3.3. Cancelling or leaving the Plan will not prevent the completion of any transactions already underway. The normal charges will be made for these transactions.
Unless you tell us otherwise, any existing instruction you've given us to pay your cash dividends to a bank, building society or third party will carry on.
13.3 If we receive notification of a shareholder's death, mental incapacity, bankruptcy or liquidation, that shareholder's participation in the Plan will end for all future dividends – and, if we receive the notification before the deadline in paragraph 3.3, this will include the next dividend. If, however the relevant shares are held in the name of more than one person, and after the event the shares are held by the other joint shareholder/s, then the Plan will continue to apply in relation to the shares.
- 14. Terminating our service**
We may suspend or terminate the Plan at any time. If this happens:
- + you will be notified by letter;
 - + you will receive the next cash dividend paid by the Company on, or as soon as practicable after, the dividend payment date;
 - + the completion of transactions already under way will not be affected.
- 15. The Plan charges**
15.1 We will be entitled to the fees and charges set out at the end of this document.
We may review these charges from time to time. We will let you know in writing before we change any of them. If at any time you would like an

update on our fees they are available from us on request.

Charges, tax and any other duties will be deducted from the transaction. If the money to be invested, less any fees and charges, is too little to buy one whole share, no purchase will be made and you will not be charged.

- 15.2 In addition to the charges outlined above, from time to time we receive fees from the Company sponsoring the service. The Company sponsors this service so that you can benefit from the reduced charges available for bulk purchases, resulting from a number of shareholders' purchase instructions being dealt together. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the service and the overall relationship with the Company. More information about these fees is available on request.

16. Changing this agreement

We may amend these terms and conditions from time to time to:

- + comply with changes in law or regulation;
- + correct inaccuracies, errors or ambiguities;
- + take account of any corporate reorganisations within our group of companies or a transfer of our rights, benefits and/or obligations under these terms and conditions to a third party; and/or
- + reflect changes in the scope and nature of the service we are able to provide, having regard to:
 - our agreement with the Company;
 - the CREST rules and regulations, and our CREST membership;
 - our computer or database systems;
 - our administrative procedures and routines; and/or
 - market practice and overall customer requirements
 - reflect any other reason.

If we intend to change the terms and conditions, and the alteration is material, we will give you at least 30 days' written notice of the alteration, unless such changes are required by law, or regulation to be effected earlier, or it is otherwise impracticable to do so.

See also paragraph 10.2 as to when we may use email or a website to provide you with such notice.

Remember also, if you do not like an alteration that we propose to make to these terms and conditions, that you have a right to leave the Plan at any time by following the procedure in paragraph 13.

17. The extent of our liability

- 17.1 We will not be responsible for any losses or expenses you incur under this agreement, unless caused by our breaching FSA Rules, or our fraud, wilful default or negligence.

Even in the event of our wilful default or negligence, we will not be liable for any loss attributable to a failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares (unless caused by us).

- 17.2 The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook (COBS) or the Client Assets Sourcebook (CASS) in the FSA Rules) will; be no more than the total value of the dividends relevant to your claim (for example where your claim relates to two (2) dividends, this refers to the total amount of these two (2) dividends), at the time the claim arises plus interest at 2% above the Bank of England base rate, starting from when the claim arises up until the point we pay our liability amount.

We do not act as agent for the Company or accept any responsibility for anything the Company does or does not do.

- 17.3 We will not be responsible for:

- + anything done or not done by the Company named in this document
- + acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order about which we have not been notified;
- + forged or fraudulent instructions. So long as we have shown all due care, we will be entitled to assume:
 - that signatures that purport to be yours are genuine; and
 - if we have agreed to accept a particular instruction over the phone or by email, that the caller's or emailer's identity is genuine – unless it ought to be obvious to anyone that it is not;
- + any kind of loss or damage you suffer in the event of 'force majeure' – meaning any failure, interruption or delay in the performance of our obligations because of:
 - industrial disputes;
 - the malfunction or failure of any telecommunications or computer service, or CREST;
 - the failure of third parties to carry out their obligations;
 - the activities of government or international authorities, including changes in law or regulations; and/or
 - any other event or circumstance not within our reasonable control provided, where relevant, that we have complied with the FSA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.
- + any direct, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook (COBS) or Client Assets Sourcebook (CASS) in the FSA Rules on our part.

- 17.4 We reserve the right to delay acting on any particular instruction you give to us, in order that we can:

- + get additional information from you;
- + comply with any law or regulations; and/or
- + investigate the validity or any other aspect of the instruction.

We will not be responsible for any financial loss resulting from such a delay.

17.5 We may do, or stop doing, anything that, in our reasonable opinion, is necessary in order to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.

17.6 We will be entitled to keep any gains made in the process of correcting errors relating to your shareholding.

18. Indemnifying us

18.1 You agree to indemnify us and our respective agents, officers and employees for any liabilities we incur arising from anything done by us in the proper performance of our duties in accordance with this agreement in relation to your shares, except for liabilities that are the result of our wilful default, negligence or fraud or a breach of the FSA Rules.

Should you owe anything as a result of this indemnity, we will be entitled to deduct enough from any income arising from your shares, or to sell any or all of your shares and take enough money from the proceeds, to cover everything you owe.

18.2 Your obligations under this indemnity will survive even in the event of:

- + complete or partial termination of this agreement; or
- + our resignation or replacement.

19. Conflicts of interest

19.1 The Equiniti Group has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FSA rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.

19.2 Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.

19.3 You'll find full details of our Conflicts Policy on our website at www.shareview.co.uk, or you're welcome to contact us and ask us for a printed copy.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with this paragraph.

20. Governing law

These terms and conditions are governed by English law. Any disputes relating to the agreement between us will be subject to the jurisdiction of the courts of England and Wales.

21. Complaints and compensation

If you have a complaint of any kind, please be sure to let us know. We will do our utmost to sort it out. You can put your complaint in writing to us at:

Complaint Resolution Team, Equiniti Financial Services Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom

or email us at:

concerns@equiniti.com

or call us on:

UK Helpline: *0871 384 2282

International Helpline: +44 121 415 7047

If we cannot resolve the issue between us, you may – so long as you are eligible – ask the independent Financial Ombudsman Service to review your complaint.

A leaflet with more details about our complaints procedure is available – you are welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000.

If we cannot meet our obligations, you may be entitled to compensation from the Scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. For example, the Scheme covers corporate sponsored nominees, individual savings accounts and share-dealing.

Most types of claims for FSA regulated business are covered for 100% of the first £50,000.

The maximum compensation is £50,000.

For more details about the Financial Services Compensation Scheme, you can call their helpline on:

0800 678 1100 or 0207 741 4100

or go to their website at www.fscs.org.uk

or write to them at:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Alternative Formats

If you would like this in an alternative format, for example Braille, large print or audio tape, please contact us on:

UK Helpline: *0871 384 2282

International Helpline: +44 121 415 7047

A text phone service is also available on:

UK: *0871 384 2255

International: +44 121 415 7028

*Calls to 0871 numbers are charged at 8p per minute from a BT landline. Other telephone providers' costs may vary. Lines open 8.30am to 5.30pm, Monday to Friday, excluding UK public holidays.

Charges

- + 0.5% of the value of the shares purchased, with a minimum of £1.50
- + Stamp Duty Reserve Tax, currently at 0.5% of the value of the shares purchased