

BAE Systems
Dividend
Reinvestment
Plan



SHARE REGISTRATION + INVESTOR SERVICES + EMPLOYEE BENEFITS



The Dividend
Reinvestment Plan
is a convenient
easy and cost
effective way to build
your shareholding
in BAE Systems plc.

Making your plan work

- ✚ We use all of your cash dividend to buy shares for you at favourable commission rates.
- ✚ We buy your shares as soon as we can on or after the dividend payment date.
- ✚ We send you a statement shortly after we buy your shares showing you all of the information you need, including:
 - the number of shares you bought
 - the price you paid for them
 - the dealing costs that we charged you
 - any cash from your dividend that's left over.

Risk warnings

If you make an investment under this Plan it's in just one company. So you should think of it as just 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.

Special information

How much does it cost?

- There's a charge of 0.5% of the value of the shares you buy, and there's no minimum fee.
- You have to pay Stamp Duty Reserve Tax, which is currently 0.5% of the value of the shares you buy.
- There's no charge for joining or leaving the Plan.

Who can join?

UK shareholders – you can join the Plan if you live in the UK.

Overseas shareholders – please see paragraph 3 of the terms and conditions. You're responsible for checking that you can join.

It is a requirement of the Articles of Association of BAE Systems plc that no single Foreign Person may be interested in more than 15% of the Company. If this individual shareholding limit is exceeded, the foreign-held shares which exceed this limit will have to be disposed of by the relevant shareholder. If such a disposal does not take place, BAE Systems plc has the right to order that the shares be sold and the net proceeds paid to the former owner. In order to participate in the Plan you must complete the nationality

declaration contained in the Plan application form. If at any future date this declaration ceases to be correct you are required to inform us immediately.

How do I join?

Simply complete and return the application form enclosed with this booklet.

If you have any questions just call our helpline on 0870 241 3018 (+44 121 415 7173 from outside the UK).

What happens to any money left over?

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. If you leave the Plan, we'll send you any remaining cash as soon as possible. Look at paragraph 7 of the terms and conditions for more information.

Can I cancel the Plan?

You can leave the Plan at any time. You'll find more details in paragraph 12 of the terms and conditions.

What are the deadlines for joining and leaving the Plan?

We need to receive your application or cancellation request at least 15 working days before the date of the next dividend payment date.

If you have any questions about the information in this booklet just call our helpline on 0870 241 3018.

Terms and Conditions

Your Plan is provided by Equiniti Financial Services Limited, which is authorised and regulated by the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS, and is on the FSA register under reference 468631. The main business of Equiniti Financial Services Limited is investment and general insurance services. Our registered office is in the UK at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 06208699.

1 About the agreement between us

Once we accept your instruction to take part in the Plan, this booklet and 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.

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.

2 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 severally and/or
 - your personal representatives
- **we, our, us** means Equiniti Financial Services Limited. It also includes any company to which we may transfer our rights and obligations in accordance with paragraph 14
- **the Equiniti Group** means Equiniti Financial Services Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies
- **the Company** means the company named in this booklet
- **shares** means ordinary shares in the Company
- **Special Information** means the special features applying to the Plan that are set out in this booklet and are part of these terms and conditions
- **FSA and FSA rules** mean respectively, the Financial Services Authority and the rules made by the FSA, amended from time to time.

3 Eligibility to join the Plan

The decision to take part in the Plan is your responsibility.

You may participate in the Plan unless:

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

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 or Canada 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 or Canada, 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.

4 Joining the Plan

Applications to join the Plan must reach us by the deadline given in the Special Information in order for the Plan to apply to the next dividend and then for subsequent dividends. 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.

5 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 starting or 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.

6 Share purchases

6.1 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 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.

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.

6.2 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.

7 Cash balances

The Special Information explains what will happen to:

- any cash balance that remains after shares have been bought for you, and
- any dividend money that's too little to buy one whole share.

You will not be paid interest on cash balances. We will keep any interest earned or any equivalent fee that the bank in question pays us.

All cash balances 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.

The Special Information also describes how any cash balance will be treated if you leave the Plan or the Plan comes to an end.

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.

8 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.

9 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.

10 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.

11 The Plan charges

11.1 We will be entitled to the fees and charges set out in this booklet. We may review the amount and structure of the charges from time to time. We will give you 30 days' notice in writing before any change to the Plan's fees or charges comes into effect.

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. For more details please see the 'How much does it cost?' section of this booklet.

11.2 In addition to the charges outlined above, we receive fees from the Company sponsoring the service. The Company sponsors this service so that shareholders 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 a particular scheme and our overall relationship with the Company. More information about these fees is available on request.

12 Cancelling or leaving the Plan

If you are a new customer, you have a right to cancel the Plan within 14 days of joining by sending us a letter stating that you wish to exercise your right to cancel. This must reach us within 14 days of your instruction to participate in the Plan reaching us.

Outside the cancellation period, you may leave the Plan at any time by sending us a letter stating that you no longer wish to participate.

If you do not want the Plan to apply to your next dividend, your letter must reach us by the deadline set out in the Special Information.

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.

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 the Special Information, 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.

13 If we terminate the Plan

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.

14 Assigning the agreement

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 12. No charge is payable by you when you terminate.

15 Our policy on conflicts of interest

15.1 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.

15.2 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.

15.3 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 15.1 above.

16 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.

17 FSA regulatory classification

You will be classified for the purposes of the FSA rules as a retail client, (or before 1 November 2007, a private customer). If, however, you would otherwise be an eligible counterparty or a professional client (or before 1 November 2007, a market counterparty or an intermediate customer), 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.

18 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.

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.**

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.

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 joint 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.

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.

19 Protecting your personal data

19.1 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:

- 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 Plan 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
- 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
- prevent and detect fraud and/or money laundering
- recover debts, and

- 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.

19.2 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.

19.3 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 19.1 above
- 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
- to any individual or company to whom we propose to transfer our obligations and rights in line with paragraph 14 of these terms and conditions.

19.4 We may administer your account and provide you with some services via agencies in countries outside Europe, 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 Europe:

- 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.

19.5 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.

This could lead to a delay in carrying out an instruction you've given us, or in paying you the proceeds of a sale or sending out your share certificate/s, or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

19.6 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.

20 Changing the Plan and/or these terms & conditions

The operation of the Plan is at our discretion. We may amend these terms and conditions to:

- comply with legal, tax or regulatory requirements
- correct errors, omissions, inaccuracies or ambiguities
- take account of any corporate reorganisations within our group of companies
- reflect a change in market conditions or the overall cost of providing the Plan to our customers
- reflect a change in technology to cover a development or change in the Plan or in the facilities we provide
- reflect developments in market practices
- reflect the terms and conditions on which the new provider offers a similar plan, in accordance with paragraph 14, or the computer systems the new provider will use to provide the Plan
- reflect any other valid 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 it is impracticable to do so.

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. Please put your complaint in writing to us at the following address: **Service Quality Team, Equiniti, PO Box 4608, Worthing, West Sussex BN99 6NZ.**

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.

Our leaflet 'How to voice your concerns' has more details about our complaints procedure. You're 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 £30,000 and for 90% of the next £20,000. So the maximum compensation is £48,000.

For more details about the Financial Services Compensation Scheme:

- call their helpline on 020 7892 7300
- go to their website at www.fscs.org.uk
- write to them at FSCS, 7th floor, Lloyd's Chambers, Portsooken Street, London E1 8BN.

For more on the classification of shareholders for regulatory purposes, please see paragraph 17 of these terms and conditions.

22 Our liability

Nothing in these terms and conditions will exclude us from:

- any liability caused by our fraud, wilful default or negligence

or

- any liability that the FSA rules say cannot be excluded.

To the extent that the FSA rules make us liable for something, this agreement will be deemed to say so explicitly.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA rules) will be no more than the following:

- the amount or total amount of the dividend relevant to your claim (for example, where your claim relates to two dividends, this refers to the total amount of these two dividends) plus
- interest at 2% above the Bank of England base rate, starting from when the claim arises up until the point when we pay our liability amount.

We will not be responsible for the following:

- anything done or not done by the Company named in the booklet
- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order that we haven't been notified about
- forged or fraudulent instructions. We will be entitled to treat instructions that purport to be from you as genuine, unless it ought to be obvious to anyone that they are not
- any losses, costs, damages or expenses you suffer that result from industrial action or any cause beyond our reasonable control including, but not limited to, any shortfall in the performance of our obligations because of malfunction or failure of any telecoms or computer service, electronic payment system or CREST or because of the circumstances contemplated by paragraph 6.2 (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 indirect, 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 or Client Assets Sourcebook in the FSA Rules on our part.

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.

If you would like this in an alternative format, for example Braille, large print or on audio tape, please contact us on 0870 241 3018

A textphone service is available on 0870 600 3950

Equiniti Financial Services Limited is authorised and regulated by the Financial Services Authority.

Registered office: Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA
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