

Dividend Reinvestment Plan Terms and conditions

Barclays PLC (the Company) offers a Dividend Reinvestment Plan (the 'Plan') The Plan is administered by Equiniti Financial Services Limited or any successor administrator as may be appointed by the Company (the 'Plan Administrator', also referred to as we/our/us' in these terms and conditions), offering shareholders the opportunity to reinvest their cash dividends by purchasing shares in the Company. Competitive dealing fees have been arranged.

Any enquiries about the Plan should be made in writing to:
The Plan Administrator to Barclays:
Share Dividend Team
Aspect House
Spencer Road
Lancing
West Sussex BN99 6DA
United Kingdom
or by telephone on 0871 384 2055* from the UK
or +44 121 415 7004 from overseas

Investments made under this agreement are in one company only and should, therefore, be considered as one part of a balanced portfolio.

Please remember that the value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. Past performance is no guide to future performance and if you are in any doubt about the suitability of the investment you should contact an independent financial adviser.

The suitability of purchases made for you or other services provided under these terms and conditions will not be assessed and you do not benefit from the Financial Services Authority rules on assessing suitability.

How the plan works

Ordinary shares of 25p each in Barclays PLC will be purchased for shareholders who participate in the Plan on or as soon as reasonably practicable after any payment date for a dividend, using the whole of their cash dividend (after the deduction of a dealing charge). All purchases will be made on an execution-only basis and shareholders are not free to specify the price or the maximum or minimum price at which the shares will be purchased. It may be necessary to carry out several market transactions in order to acquire the shares for the Plan and the prices at which the shares are purchased may therefore vary. The shares will be acquired at the best price available at the time of dealing. All deals will be averaged with all shareholders receiving the same price.

This may operate to a shareholder's advantage or disadvantage. Share purchases made on your behalf may also 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.

Shareholders will receive the highest whole number of shares which can be bought with their cash dividend on the date of purchase. Except in the circumstances described in the paragraphs under 'surplus cash', any cash dividend that is surplus will be carried forward and added to future dividends for reinvestment under the Plan.

Share purchases

- 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.
- 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.

Plan costs

Shareholders will be charged a special dealing fee of 0.5% of the total value of their cash dividend payment used to purchase shares under the Plan or whichever is the higher of 0.5% of the value of the shares purchased and £1.25. In addition, stamp duty reserve tax will be levied at the prevailing rate (currently 0.5%) on the value of the shares acquired. These charges will be automatically deducted from the amount to be reinvested in the Plan.

In addition to the charges outlined above, from time to time we receive fees from Barclays. Barclays 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 Barclays, with the actual charge made to Barclays reflecting the size, complexity and value of a particular scheme and our overall relationship with Barclays. More information about these fees is available on request.

Statements and share certificates

A share purchase advice will be sent to shareholders by the Plan Administrator showing the date the shares were bought, the number of shares acquired, the purchase price with associated costs and any surplus cash carried forward. This will be sent no later than the first working day after we receive written confirmation that the purchase has been made. The shares purchased on behalf of shareholders participating in the Plan will be registered in their names and they will receive a share certificate or Statement of Entitlement for members of Barclays Sharestore unless they hold the Company's shares through the CREST system, in which case the additional shares acquired using the dividend will automatically be credited to their CREST account. A tax voucher covering the whole amount of the cash dividend will also be sent to those participating in the Plan. **The tax voucher and where applicable the share certificate, will be sent with the share purchase advice.**

Surplus cash

Except in the circumstances set out below, any cash dividend remaining after the purchase of shares, or which was insufficient to purchase a whole share, will be carried forward (without interest) and added to future dividend payments for reinvestment under the terms of the Plan.

In the following cases, any surplus cash carried forward will be paid (without interest):

- (a) to the shareholder – upon written request being received by the Plan Administrator for such monies to be returned, Shareholders should note that any written request for the return of surplus cash will be treated as a notice of withdrawal from the Plan;
- (b) to the shareholder – where the surplus cash exceeds £3, if:
 - (i) the mandate to participate in the Plan has been cancelled in writing; or
 - (ii) all of the shareholder's shares are sold or transferred; or
 - (iii) the Plan Administrator receives proper notice of the shareholder's death (in which case the surplus cash will be returned to the deceased's estate), bankruptcy or mental incapacity, or, in the case of a corporate shareholder, of such body being placed in liquidation;

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(c) to a registered charity of the Company's choice – where the surplus cash does not exceed £3, if any of the events described in (b) over the page occur (subject to no written request being received to do otherwise – see (a) over the page).

Payments of surplus cash to shareholders will be made by cheque or warrant sent, at shareholders' risk, as soon as reasonably practical after the relevant event.

No interest will be paid to you on cash balances held on your behalf. We will keep any interest earned or any equivalent fee that the bank in question pays us. All cash balances will be held by the Plan Administrator 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.
- 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.

Who is eligible to join the Plan

All shareholders may participate in the Plan provided that they do not live in nor are subject to the jurisdiction of any country where their participation in the Plan would require the Company or the Plan Administrator to comply with local governmental or regulatory procedures or any similar formalities. Shareholders resident outside the UK are responsible for ensuring that they may validly participate in the Plan and for observing all relevant formalities.

If in doubt, you should consult your independent professional adviser. Where local laws or regulations would preclude participation in the Plan, this brochure and all other materials issued in connection with the Plan should be treated as having been provided for information purposes only.

A separate dividend reinvestment plan is available through JPMorgan Chase & Co., as depositary, for holders of American Depositary Shares.

All enquiries regarding this plan should be addressed to:
Global Invest Direct
JPMorgan Chase & Co.
161 North Concord Exchange
South Saint Paul, MN 55075-1139
1-800-428-4237

How to participate in the Plan

Shareholders may only elect to participate in the Plan for all their shares in the Company although permission may be given in Dividend Reinvestment Plan terms and conditions certain circumstances to reinvest the cash dividend payment on a lesser number of shares than the full holding; please refer to 'Other terms and conditions of the Plan'. To participate in the Plan for a particular dividend, shareholders' holdings must appear on the Company's share register on the record date for the payment of that dividend.

Provided that an instruction is received by the Plan Administrator no later than 15 working days prior to the payment date for a dividend, shareholders will be able to participate in the Plan for that dividend. Applications to join the Plan received after that date will be effective for the next dividend. The record and payment dates for dividends will be published in the Company's Annual Review sent to shareholders usually in March each year. Once shareholders have elected to participate in the Plan, future dividends will continue to be reinvested automatically until such time as they decide to withdraw from the Plan, subject to the minimum period of notice stated below, or the Plan is suspended or terminated.

How to withdraw from the plan

Shareholders may withdraw from the Plan at any time by writing to the Plan Administrator. Also, any written request for the return of surplus cash will be treated as a notice of withdrawal from the Plan. Notice of withdrawal from the Plan must be received by the Plan Administrator no later than 15 working days prior to the payment date for a dividend if the election is not to apply to that dividend. This right to cancel is longer than your statutory right under which you have 15 days. Withdrawal by you will not affect the completion of transactions already initiated. Partial disposals of, or additions to, shareholdings will not invalidate continued participation in the Plan but will, of course, change the size of the dividend and the number of shares that may be purchased.

Upon receipt by the Plan Administrator of proper notice of a shareholder's death, bankruptcy or mental incapacity or, in the case of a corporate shareholder, of such body being placed in liquidation, participation in the Plan will cease except where the shares are held jointly with others when participation in the Plan will be continued for that shareholding.

Taxation treatment for UK resident individuals

The tax position outlined below is a general summary of UK law at the date of this brochure and is for guidance only. If you are in any doubt, please consult an independent financial adviser authorised under the Financial Services and Markets Act 2000.

Shareholders will be liable for income tax on dividends reinvested under the Plan on the same basis as if they had received the cash and arranged the investment themselves and they should accordingly include the dividend in their annual tax return in the normal way. Participants are reminded that tax legislation can change from time to time.

(a) Income Tax

Shareholders will be deemed to have paid income tax at the lower rate on their dividend. Shareholders obtain a tax credit for this amount (currently equal to 10% of the aggregate of the dividend and the tax credit). For shareholders who only pay income tax at either the lower rate or the basic rate, the tax credit satisfies those tax liabilities and there will be no further tax to pay on the dividend. Higher rate taxpayers will have a further liability for tax above the tax credit.

(b) Capital Gains Tax

Shares acquired for shareholders will be added to their existing shareholdings under the share 'pooling' rules. The actual cost of the shares purchased under the Plan (including the dealing fee and stamp duty reserve tax) will add to the base cost of the holding for capital gains tax purposes. Indexation allowance is currently only available in respect of the shares from the date of purchase. Where shares are disposed of a capital gain may result if the proceeds exceed the sum of the base cost of the shares sold and any other allowable deductions such as share dealing costs, indexation relief (up to 5th April 1998) and taper relief (generally on shares held at 16th March 1998 and subsequent acquisitions).

To arrive at the total base cost of any Barclays PLC shares held, the amount subscribed for rights taken up in 1985 and 1988 must be added to the cost of all other shares held. For this purpose, current legislation permits the market valuation at 31st March 1982 to be substituted for the original cost of shares purchased before that date.

UK shareholders other than UK resident individuals should contact their professional advisers.

Protecting your personal data

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 services and analysing the transactions you carry out through us
- information that comes to us from credit reference and fraud

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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 this service
- identify other products and services that might be suitable for you
- 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.
- 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.
- 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 the explanation 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 for you
 - to any individual or company to whom we propose to transfer our obligations and rights in line with these terms and conditions.
- 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.
- 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.
- 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.

Assigning the agreement

If we transfer all or any of our rights and obligations under this agreement to another person we will give you at least 30 days' notice of the transfer specifying the date upon which it will take effect and any changes to the terms and conditions necessary as a result. No charge will be payable by you when you terminate. We will only

transfer our obligations to another person who is in our reasonable opinion fit and proper to perform our obligations under these terms and conditions and who is authorised by the FSA, if such authorisation is required. As part of our transferring our rights and obligations to that person, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee.

Our policy on conflicts of interest

- The Equiniti group of companies 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.
- 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.
- 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 the above.
- Nothing in these terms and conditions will prevent us carrying out services for others.

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/s 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 (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

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- 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.

Complaints and compensation

If you have any complaints about the service we provide under these terms and conditions you may complain to us or to the Financial Ombudsman Service. Your first point of contact should be the following address: Service Quality Team, Equiniti, PO Box 4608, Worthing, West Sussex, BN99 6NZ.

Complaints we cannot settle may be referred to the Financial Ombudsman Service where you are eligible. Full details of how we deal with complaints are available in our brochure 'How to voice your concerns' which we will send you when we acknowledge your complaint.

We are a member of the Financial Services Compensation Scheme (the 'Scheme') established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The Scheme covers for example Corporate Sponsored Nominees, Individual Savings Accounts and Sharedealing. Most types of claims for FSA regulated business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. A leaflet with further details is available on request from the Scheme. Call their Helpline on 020 7892 7300, log onto their website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN.

Other terms and conditions of the plan

All documents sent by post will be sent at each shareholder's risk and neither the Company nor the Plan Administrator will be liable for any accidental failure to receive any document. All notices and documents will be sent to the first named shareholder at the address on the share register. 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.

The Plan Administrator may, at its discretion, permit a shareholder to reinvest the cash dividend payment on a lesser number of shares than the full holding. Applications for partial reinvestment must be received by the Plan Administrator not later than 15 working days prior to the relevant dividend payment date.

A cash dividend will be paid on the balance of shares not included in the Plan.

For regulatory purposes you will be classified for the purposes of the FSA rules as a retail client. If, however, you would otherwise be an eligible counterparty or a professional client you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme.

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

The Plan Administrator to Barclays
Share Dividend Team
Equiniti
Aspect House
Spencer Road
Worthing
West Sussex BN99 6DA
United Kingdom

The Plan may be suspended or terminated at anytime. If the Plan is so suspended or terminated, notice will be given to all shareholders. The Company is not obliged to make the Plan available for any particular dividend and, if it is not made available, then a cash dividend will be paid.

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 'Assigning the Agreement' above, or the computer systems the new provider will use to provide the Plan
- reflect any other valid reason

Employees of Barclays PLC or any of its subsidiary companies may require prior written clearance from Barclays to participate in the Plan.

Any contract made between you and us pursuant to these terms and conditions will be in the English Language and communications from us will be in English.

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

The terms and conditions are issued 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 (reference 468631).

The main business of Equiniti Financial Services Limited is investment and general insurance services.

Registered Office: Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA United Kingdom. Registered in England and Wales No. 06208699.

Contact details:

Equiniti
Aspect House
Spencer Road, Lancing
West Sussex BN99 6DA
United Kingdom
Tel. 0871 384 2055* from the UK or +44 121 415 7004 from overseas
email. questions@share-registers.co.uk

Barclays PLC Registered office:
1 Churchill Place, London E14 5HP.
Registered in England. Registered No: 48839.

If you would like this in an alternative format, for example Braille, large print or on audio tape, please contact us on 0871 384 2055* from the UK or +44 121 415 7004 from overseas.
A textphone service is also available on 0845 607 6838.

*Calls to this number are charged at 8p per minute from a BT landline. Call charges may vary if using other telephone providers. Lines open 8.30am to 5.30pm - Monday to Friday.