
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d) (1) or 13(e) (1)
of the Securities Exchange Act of 1934

Sema plc

(Name of Subject Company (issuer))

Schlumberger N.V. (Schlumberger Limited)
Schlumberger BV
Schlumberger Industries SA
Schlumberger Investments

(Names of Filing Persons--Offeror)

Ordinary Shares Nominal Value of 10 pence Each

(Title of Class of Securities)

81661R100

(CUSIP Number of Class of Securities)

James L. Gunderson Esq.
General Counsel and Secretary
Schlumberger N.V.
277 Park Avenue
New York, New York 10172-2066
(212) 350-9400

COPY TO:

Sarah Murphy, Esq.
Freshfields Bruckhaus Deringer
65 Fleet Street
London EC4Y 1HS
+44 (20) 7832-7429

(Name, address, and telephone numbers of person authorized
to receive notices and communications on behalf of filing persons)

CALCULATION OF FILING FEE

=====

Transaction valuation	Amount of filing fee
\$788,047,972.60(1)	\$157,609.59(1) (2)

=====

(1) For purposes of calculating the filing fee pursuant to Rule 0-11(d), the transaction value of the Sema Shares (including Sema Shares represented by Sema ADSs) to be received by the Purchaser, assuming full acceptance of the Offer by holders in the United States, is calculated as follows: 97,325,439 Sema Shares (including Sema Shares represented by Sema ADSs) multiplied by 560 pence per Sema Share, the cash consideration being offered per Sema Share, which yields (Pounds)545,022,458.4, converted at the exchange rate on February 19, 2001 of (Pounds)1=\$1.4459, which yields \$788,047,972.60, multiplied by 1/50/th/ of 1%, which yields \$157,609.59.

(2) Sent by wire transfer to the SEC on February 21, 2001.

[_] Check the box if any part of the fee is offset as provided by Rule 0-11 (a) (2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A Filing Party: N/A
Form of Registration No: N/A Date Filed: N/A

[_] Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- [X] third-party tender offer subject to Rule 14d-1.
- [_] issuer tender offer subject to Rule 13e-4.
- [_] going-private transaction subject to Rule 13e-3.
- [_] amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

Item 1. Summary Term Sheet

The information set forth in "Summary Term Sheet" in the Offer Document dated February 21, 2001 (the "Offer Document") of Schlumberger Investments, a company incorporated in England and Wales (the "Purchaser"), a copy of which is attached hereto as Exhibit (a)(1), is incorporated herein by reference. The Purchaser is owned, directly and indirectly, 100% by Schlumberger N.V., a company incorporated in the Netherlands Antilles ("Schlumberger"). Schlumberger holds 40% of its interest in the Purchaser directly. The remaining 60% is held directly by Schlumberger Industries S.A., a company incorporated in France, which is a wholly owned subsidiary of Schlumberger B.V., a company incorporated in the Netherlands, which is a wholly owned subsidiary of Schlumberger.

Item 2. Subject Company Information

- (a) The name of the subject company is Sema plc, a company incorporated in England and Wales ("Sema"). Sema's principal executive office is located at 233 High Holborn, London WC1V 7DJ, England, and its telephone number is +44 207 830 4444. The information set forth under "Letter of Recommendation from the Chairman of Sema" in the Offer Document is incorporated herein by reference.
- (b) This Tender Offer Statement on Schedule TO relates to Purchaser's offer to purchase all of the 648,836,258 issued and to be issued Shares and ADSs (each ADS representing 2 shares), par value 10 pence per share, of Sema (the "Sema Securities"), for 560 pence per share or 1,120 pence per ADS, net to seller in cash, less any required withholding taxes and without interest, upon the terms and subject to the conditions of the Offer Document and the related Letter of Transmittal ("Letter of Transmittal"), copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively.
- (c) The information set forth in "Summary Term Sheet - How does the Offer compare with recent prices of Sema Shares?," "Summary Term Sheet -What is the market value of my Sema Securities as of a recent Date?" and "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 3. Identity and background of filing person

The names of the filing persons are Schlumberger Investments, Schlumberger, Schlumberger Industries S.A. and Schlumberger B.V. The information set forth regarding the first two companies in "Summary Term Sheet - Who is buying my shares?," "Letter from Lehman Brothers - Information on Schlumberger," "Letter from Lehman Brothers - Information on Schlumberger Investments and Schlumberger Industries S.A.," "Appendix IV - Additional Information," "Schedule IVA -Information Concerning the Directors of Schlumberger Investments" and "Schedule IVB - Information Concerning the Directors and Executive Officers of Schlumberger" in the Offer Document is incorporated herein by reference. The

information for Schlumberger Industries S.A. and Schlumberger B.V. is set out below.

- (a) The principal address of Schlumberger Industries S.A. is 50, Avenue Jean Jaures 92129, Montrouge, France, and the telephone number is +33 1 47 46 61 00. The principal address of Schlumberger B.V. is Parkstraat 83-89, 2514 JG The Hague, the Netherlands, and the telephone number is + 31 70 310 5400.
- (b) Schlumberger B.V. is a finance and holding company, with activities of a commercial, industrial and financial nature. Activities of Schlumberger Industries S.A. are set out in the "Letter from Lehman Brothers" in the Offer Document and is incorporated herein by reference.
- (c) Set forth below is the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each member of the board of directors and each executive officer of Schlumberger Industries S.A.

Name and Position with
Schlumberger Industries S.A.

Present Principal Occupation or Employment and
Material Positions Held During the Past Five Years

Marcel Tournereau
Director and Vice President

Director Real Estate Atlantic Asia and Director of Social Affairs SSSA, Paris, January 2000 to present.
Vice President & General Manager, RPS, Montrouge, September 1997 to January 2000.
Director Real Estate Atlantic Asia, Schlumberger, Paris, VP Division Enertec, Velizy, January 1996 to September 1997.
Vice President & General Manager, Europe-Africa Unit, Montrouge, March 1994 to January 1996.
Business address: Schlumberger, 50 avenue Jean-Jaures, BP 620-01, 92542 Montrouge Cedex, France.
Business tel.: +33 1 4647 6102.
Citizenship: France.
Date of Birth: October 12, 1947.

Philippe Bonnard
Director and Vice President

Vice President, RMS France, November 2000 to present.
Vice President France and Africa Middle East, July 2000 to November 2000.
Vice President RMS France, January 1998 to July 2000.
General Manager, Water and Heat Metering Europe, November 1993 to January 1998.
Business address: Schlumberger RMS, 50 avenue Jean-Jaures, BP 620-03, 92542 Montrouge Cedex, France.
Business tel.: + 33 1 47 46 6062.
Citizenship: France.
Date of Birth: August 25, 1941.

Anna Hrayssi
Director and Secretary

Deputy General Counsel - Corporate, 1998 to present.
Legal Department Training Manager, 1997 to 1998.
Regional Counsel OFS Europe Africa, 1996 to 1997.
General Counsel Dowell Schlumberger, 1995 to 1996.
Business address: Schlumberger, 42 rue Saint Dominique, 75007 Paris, France.
Business tel.: + 33 1 4062 1251.
Citizenship: France.
Date of Birth: September 14, 1948.

Andre Cornet
Director
Retired, July 1, 1994.
Director of Industrial Affairs (for Schlumberger Industries International) and Chairman of Schlumberger Industries, January 1, 1993 to June 30, 1994.
Address: 10, rue Paul Couderc, 9233 Sceaux, France.
Tel.: +33 1 4660 6487.
Citizenship: France.
Date of Birth: January 27, 1934.

Joseph Alloul
Director
Retired, November 1, 1997.
Financial Director in charge of the Training & Development for Schlumberger, January 19, 1994 to October 31, 1997.
Address: Ile Saint Germain, 7 rue Jean Monet, 92130 Issy-les-Moulineaux, France.
Tel.: +33 2 3188 6396.
Citizenship: France.
Date of Birth: August 13, 1936.

Jacques Biscay
Director
Retired, April 1, 1996.
Director of Personnel SL Paris, 1993 to March 31, 1996.
Address: 3 rue des Dardanelles, 75017 Paris, France.
Tel.: + 33 1 4572 3271.
Citizenship: France.
Date of Birth: December 5, 1933.

Jean-Dominique Percevault
Director and President
Vice President - European Affairs, since May 1994.
President - Geco-Prakla, May 1994 and prior.
Address: c/o Schlumberger, 277 Park Avenue, New York, New York 10172-0266, USA.
Tel.: + 1 212 350 9400.
Citizenship: France.
Date of Birth: March 26, 1945.

During the last five years, none of Schlumberger Industries S.A. or, to the best of their knowledge, any of the persons listed above (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Set forth below is the name, present occupation or employment and material occupations, positions, offices or employments for the past five years of the sole managing director of Schlumberger B.V.

Name	Present Principal Occupation or Employment: Material Positions Held During the Past Five Years -----
Abraham Verburg	Controller, Schlumberger B.V., February 1994 to present. Director, Schlumberger B.V., February 1994 to present. Business address: Schlumberger B.V., Parkstraat 83-89, 2514 JG The Hague, the Netherlands. Business telephone: +31 70 310 5400. Citizenship: Netherlands. Date of Birth: October 13, 1951.

During the last five years, none of Schlumberger B.V. or, to the best of his knowledge, the person listed above (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Item 4. Terms of the Transaction

The information set forth in "Summary Term Sheet - What are the classes and amounts of Sema Securities sought in the Offer?," "Summary Term Sheet -What would I receive in exchange for my Sema Securities?," "Summary Term Sheet - How long do I have to decide whether to accept the offer?," "Summary Term Sheet - Can the Offer be extended and under what circumstances?," "Summary Term Sheet - What is the difference between the Initial Offer Period and the Subsequent Offer Period? Until what time can I withdraw my acceptance?," "Summary Term Sheet - Can the Offer be extended and under what circumstances?," "Summary Term Sheet - How will I be notified if the Offer is extended?," "Summary Term Sheet - What are the most significant conditions to the Offer?," "Summary Term Sheet - How do I accept the Offer?," "Summary Term Sheet - How do I withdraw my acceptance?," "Summary Term Sheet - Will the Offer be followed by a compulsory acquisition?," "Summary Term Sheet - If I decide not to accept, how will the offer affect my securities?," "Summary Term Sheet - Will I be taxed on the cash?," Letter from Lehman Brothers," "Appendix I - Conditions and Further Terms of the Transaction" and Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 5. Past contacts, transactions, negotiations and agreements

The information concerning Schlumberger Investments and Schlumberger set forth in "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Neither Schlumberger Industries S.A. nor Schlumberger B.V., or, to the best of their knowledge, any of the persons listed in Item 3 above, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Sema, including but not limited to, any contract, arrangement, understanding or

relationship concerning the transfer or voting of such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies.

Neither Schlumberger Industries S.A. nor Schlumberger B.V. or, to the best of their knowledge, any of the persons listed in Item 3 above, has had any business relationship or transaction with Sema or any of its executive officers, directors or affiliates that is required to be reported under this Schedule TO. There have been no contacts, negotiations, transactions between Schlumberger Industries S.A. or Schlumberger B.V. or any of the persons listed in Item 3 above, on the one hand, and Sema and its affiliates, on the other hand, concerning a merger, consolidation or acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Item 6. Purposes of the transaction and plans or proposals

The information set forth in "Summary Term Sheet - Why are we making this Offer?," "Summary Term Sheet - If I decide not to accept, how will the offer affect my securities?," "Letter of Recommendation from the Chairman of SEMA," "Letter from Lehman Brothers," "Schlumberger Press Release on the Financial Effect of the Offer" and "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 7. Sources and amount of funds or other consideration

The information set forth in "Summary Term Sheet - Do you have the financial resources to make payment?," "Letter of Recommendation from the Chairman of SEMA," "Letter from Lehman Brothers" and "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 8. Interests in securities of the subject company

The information regarding Schlumberger Investments and Schlumberger set forth in "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Neither Schlumberger Industries S.A. nor Schlumberger B.V. or, to the best of their knowledge, any of the persons listed in Item 3 above, or any associate (as such term is defined for the purposes of the Exchange Act) beneficially owns or has any right to acquire, directly or indirectly, any equity securities of Sema, and neither Schlumberger Industries S.A. nor Schlumberger B.V. or, to the best of their knowledge, any of the persons listed in Item 3 above, has effected any transaction in such equity securities during the past sixty days.

Item 9. Persons/assets, retained, employed, compensated or used

The information set forth in "Letter from Lehman Brothers," "Appendix I - Conditions and Further Terms of Offer" and "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 10. Financial statements of certain bidders

Financial statements are not deemed material because the consideration consists solely of cash.

Item 11. Additional Information

The information set forth in "Appendix IV - Additional Information" in the Offer Document is incorporated herein by reference.

Item 12. Exhibits

- (a) (1) Offer Document dated February 21, 2001.
- (a) (2) Form of Letter of Transmittal.
- (a) (3) Form of Notice of Guaranteed Delivery.
- (a) (4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a) (5) Form of Acceptance, Authority and Election.
- (a) (6) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a) (7) Press Release announcing the Recommended Cash Offer by Schlumberger Investments for Sema plc, dated February 12, 2001.*
- (a) (8) Short Form Press Release announcing Recommended Cash Offer by Schlumberger Investments for Sema plc, dated February 12, 2001.*
- (a) (9) Additional Offer Update by Schlumberger Investments for Sema plc, dated February 12, 2001.*
- (a) (10) Press Release issued by Schlumberger Investments, dated February 13, 2001.*
- (a) (11) Press Release issued by Schlumberger Investments, dated February 21, 2001.
- (a) (12) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
- (a) (13) Form of Summary Advertisement in The Wall Street Journal, dated February 21, 2001.
- (b) (1) Credit Facility, dated February 20, 2001, between (1) Schlumberger; (2) Schlumberger Industries S.A.; (3) Schlumberger PLC; (4) Schlumberger Investments; (5) JP Morgan Plc, BNP Paribas, Salomon Brothers International Limited and Lehman Brothers International (Europe) (each as arrangers), Citibank International Plc as facility agent, and The Chase Manhattan Bank, BNP Paribas Citibank, N.A., and Lehman Commercial Paper Inc.

- (c) Not applicable.
- (d) (1) Inducement Fee Letter Agreement, dated February 12, 2001, between Schlumberger Investments and Sema.
- (d) (2) Director Undertaking, dated February 11, 2001, from Veronica Oswald to Schlumberger.
- (d) (3) Director Undertaking, dated February 11, 2001, from Sir Julian Oswald to Schlumberger.
- (d) (4) Director Undertaking, dated February 11, 2001, from Pierre Bonelli to Schlumberger.
- (d) (5) Director Undertaking, dated February 11, 2001, from William Bitan to Schlumberger.
- (d) (6) Director Undertaking, dated February 11, 2001, from Gilles Cosson to Schlumberger.
- (d) (7) Director Undertaking, dated February 11, 2001, from Herve Couffin to Schlumberger.
- (d) (8) Director Undertaking, dated February 11, 2001, from Pascal Viginier to Schlumberger.
- (d) (9) Director Undertaking, dated February 11, 2001, from Frank Jones to Schlumberger.
- (d) (10) Director Undertaking, dated February 11, 2001, from Harry Fryer to Schlumberger.
- (d) (11) Director Undertaking, dated February 11, 2001, from Tidu Maini to Schlumberger.
- (d) (12) Director Undertaking, dated February 11, 2001, from Didier Pineau-Valencienne to Schlumberger.
- (d) (13) Director Undertaking, dated February 11, 2001, from George Schmitt to Schlumberger.
- (d) (14) Irrevocable Undertaking, dated February 12, 2001, from Paribas Affaires Industrielles to Schlumberger Investments and Lehman Brothers Europe Limited.
- (d) (15) Irrevocable Undertaking, dated February 12, 2001, from France Telecom S.A. to Schlumberger Investments and Lehman Brothers Europe Limited.
- (d) (16) Power of Attorney of Schlumberger Investments and Schlumberger.

- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.
- (h) Not applicable.

* Previously filed with the Schedule TO filed on February 12, 2001 or with Amendment No. 1 to the Schedule TO filed on February 13, 2001.

Signatures

After due inquiry and to the best of our knowledge and belief, the undersigned hereby certify that the information set forth in this amendment to the tender offer statement is true, complete and correct.

Dated: February 21, 2001

SCHLUMBERG INVESTMENTS

By: /s/ ELLEN SUMMER

Name: Ellen Summer
Title: Authorized Signatory

SCHLUMBERGER N.V.

By: /s/ ELLEN SUMMER

Name: Ellen Summer
Title: Authorized Signatory

Signatures

After due inquiry and to the best of our knowledge and belief, the undersigned hereby certify that the information set forth in this amendment to the tender offer statement is true, complete and correct.

Dated: February 21, 2001

SCHLUMBERGER INDUSTRIES S.A.

SCHLUMBERGER B.V.

By: /s/ JEAN-DOMINIQUE PERCEVAULT

By: /s/ ABRAHAM VERBURG

Name: Jean-Dominique Percevault
Title: President

Name: Abraham Verburg
Title: Sole Managing Director

INDEX TO EXHIBITS

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are in the United States, by mail only, to Computershare Trust Company of New York, Wall Street Station, P.O. Box 1023, New York, NY 10268--1023 or, by overnight courier or by hand only (during the hours of 9.00 a.m. and 3.00 p.m. (New York City time)) to Computershare Trust Company of New York, Wall Street Plaza, 88 Pine Street--19th Floor, New York, NY 10005 and, if you hold Sema ADSs, to Citibank, N.A., 111 Wall Street, 9th Floor, New York, New York 10043. The procedure for acceptance of the Offer is set out on pages 19 to 25 of this document and in the relevant accompanying Acceptance Form.

The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan and may not be accepted in or from Australia, Canada or Japan. Accordingly, copies of this document, the Acceptance Forms and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan. Custodians, nominees and trustees should observe these restrictions and should not send this document, the Acceptance Forms and related documents in or into Australia, Canada or Japan.

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IMPORTANT INFORMATION

Definitions

Some words and terms used in this document are defined in Appendix VI.

Applicable disclosure requirements

Because Schlumberger Investments is making this Offer for securities of an English company, this Offer is subject to English and US securities laws, regulations and requirements. US investors should be aware that this document has been prepared primarily in accordance with UK format and style, which differs from US format and style for documents of this type. In particular, the Appendices to this document contain material information that is required to be disclosed by US federal securities laws.

Financial information

The extracts from the consolidated financial statements of, and other information about, Schlumberger appearing in this document are presented in US dollars (US\$) and have been prepared in accordance with US GAAP. The financial information about Sema appearing in this document is presented in pounds sterling ((Pounds)) or pence (p) and has been prepared in accordance with UK GAAP. US GAAP and UK GAAP differ in some significant respects. Financial information relating to Schlumberger is contained in Appendix II. Financial Information relating to Sema is contained in Appendix III.

Forward-looking statements

This document contains both historical and forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements involve risks and uncertainties, and include statements about Schlumberger's plans for Sema and certain consequences of the Offer.

Forward-looking statements are generally identifiable by use of the following words and other similar expressions, among others:

. "anticipate"	. "intend"
. "believe"	. "may"
. "budget"	. "might"
. "could"	. "plan"
. "estimate"	. "predict"
. "expect"	. "project"
. "forecast"	. "should"

The following factors, among others, could affect Schlumberger's future results of operations, and could cause those results to differ materially from those expressed in the forward-looking statements included in this document: economic, competitive and technological factors affecting Schlumberger's and Sema's operations, markets, services and prices as well as Schlumberger's ability to integrate Sema's businesses with Schlumberger's and to realise synergies from the acquisition and the other factors detailed in Schlumberger's and Sema's SEC filings.

You should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement, and Schlumberger does not undertake any obligation to publicly update or revise any forward-looking statements.

Absence of appraisal rights

Sema Securityholders generally do not have appraisal rights under English law. See the section entitled "Compulsory acquisition" in paragraph 10 of Appendix IV.

Rule 8 notices

Any person who, alone or acting together with any other person(s) pursuant to an agreement or understanding (whether formal or informal) to acquire or control securities of Sema, owns or controls, or becomes the owner or controller, directly or indirectly, of one per cent. or more of any class of securities of Sema is generally required under the provisions of Rule 8 of the City Code to notify the London Stock Exchange and the Panel of every dealing in such securities during the Offer Period. Dealings by Schlumberger or by Sema or by their respective "associates" (within the definition set out in the City Code) in any class of securities of Sema during the Offer Period must also be so disclosed. Please consult your financial adviser immediately if you believe this Rule may be applicable to you.

Disclosure should be made on an appropriate form no later than 12 noon (London time) on the business day following the date of the dealing transaction. These disclosures should be sent to the Company Announcements Office of the London Stock Exchange (fax number: +44 20 7588 6057).

The Panel requests that member firms advise those of their clients who wish to deal in the relevant securities of Sema, whether in Paris, New York or in the UK, that they may be affected by these requirements. If there is any doubt as to their application, the Panel should be consulted (telephone number: +44 20 7638 0129, fax number: +44 20 7638 1554).

Rule 14e-5

In accordance with the City Code, normal UK practice and Rule 14e-5 under the Exchange Act, affiliates of Lehman Brothers, Morgan Stanley Dean Witter and Schroder Salomon Smith Barney will continue to act as connected exempt market makers or connected exempt principal traders in Sema Shares on the London Stock Exchange. In addition, pursuant to exemptive relief granted by the SEC from Rule 14e-5, Schlumberger, Schlumberger S.A. and Schlumberger Investments acting directly or indirectly through their agents, advisers and other nominees or brokers, may make certain purchases of, or arrangements to purchase, Sema Securities outside the United States during the period in which the Offer remains open for acceptance in accordance with exemptive relief granted by the SEC. In accordance with the requirements of Rule 14e-5 and with the exemptive relief granted by the SEC, such purchases, or arrangements to purchase, must comply with applicable UK rules, including the City Code and the rules of the London Stock Exchange. Information regarding such activities which is required to be made public in the United Kingdom pursuant to the City Code is reported to the London Stock Exchange. This information will be made available to legal or beneficial holders of Sema Securities resident in the United States, without charge, upon request in writing to the Information Agent in the United States.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

TIMETABLE

Announcement of Offer.....	12 February 2001
Offer document and other material mailed to Sema	
Securityholders.....	21 February 2001
Expiry of Offer (unless extended or Conditions satisfied)....	21 March 2001

SUMMARY TERM SHEET

The following are some of the questions you, as a holder of Sema Shares and/or ADSs, may have and answers to those questions. We urge you to read carefully the remainder of this document and the accompanying Form of Acceptance or Letter of Transmittal.

Who is offering to buy my shares?

The Offer is being made by Schlumberger Investments, a wholly-owned subsidiary of Schlumberger, incorporated in England and Wales for the purposes of making the Offer. Schlumberger is a Netherlands Antilles corporation listed on the New York Stock Exchange (symbol: SLB) with secondary listings in London, Paris, Amsterdam and Switzerland.

We engage in the following business segments:

- . Oilfield Services - the leading supplier of services and technology to the international petroleum industry. It provides a wide spectrum of services to the upstream exploration and production industry. The business segment is managed geographically and comprises four geographic areas containing 28 GeoMarket regions, which bring together geographically focused teams to meet local needs of customers and to provide customised solutions. 13 Service Groups develop and support the best-in-class technology and services delivered in the GeoMarkets. The Service Groups also exploits synergies and introduce innovative solutions into the delivery of products and services within the GeoMarket regions. The Service Groups reflect key areas of Schlumberger's expertise. They are organised into three product groups that represent the key processes that dominate oil company requirements throughout the life cycle of the reservoir. Reservoir Evaluation combines wireline and seismic services. Reservoir Development combines all services relevant to well construction and well productivity: directional drilling, pressure pumping, drilling fluids, well testing, drilling bits, electrical submersible pumps and completion products. Reservoir Management combines integrated services, the software products, data management services and consulting services of GeoQuest, gas compression services and the production systems business.
- . Resource Management Services ("RMS") - which provides professional business services for utilities, energy service providers and industry worldwide. Through consulting, meter deployment and management, data collection and processing, and information analysis, RMS helps clients achieve network optimisation, greater operating efficiency and increased customer loyalty in all utility sectors - water, gas, electricity and heat.
- . Test & Transactions - provides smart card-based solutions, semiconductor test equipment and services, and secure Internet solutions to customers throughout the world. The segment comprises four units: Cards, eTransactions, Network Solutions and Semiconductor Solutions.

The addresses of our principal executive offices is 277 Park Avenue, New York, New York 10172-0266, USA, telephone +1 212 350 9400, 42 rue Saint-Dominique, Paris, France, telephone +331 40 62 1000, and Parkstraat 83, The Hague, Netherlands, telephone +31 70 310 5447.

Further information on us is set out in paragraphs 7 and 8 of the letter from Lehman Brothers and Appendix II.

Why are we making this Offer?

- . The acquisition of Sema, a leading diversified IT and business services company, will accelerate the implementation of Schlumberger's strategy of providing end to end information solutions to customers in selected growth markets. Sema will enhance Schlumberger's capabilities and critical mass in systems integration and the range of IT skills which Schlumberger requires to serve its present and future customer base. It should also allow Schlumberger to realise revenue synergies as a result of cross selling its core competencies in network development and management, IP-based applications, data management, smart cards and security application products.
- . The board of directors of Schlumberger believes this combination will:
 - provide the critical mass and scale to deliver end-to-end information solutions for a global customer base in key vertical markets and offer significant cross-selling opportunities;

- be important to Schlumberger because of the benefits to its core oilfield services business of Schlumberger which will be able to provide its customers with fully integrated information solutions, comprising domain knowledge and expertise, IT implementation and consulting skills, and global support to E&P companies;

- allow Schlumberger's Resource Management Services and Sema's Energy/Utilities business unit to exploit their complementary geographical reach and technological offering to create significant growth opportunities, primarily by combining both solutions approaches and thereby facilitating access to larger, more complex contracts requiring end-to-end solutions; and

- through the combination of Sema's recognised systems integration expertise and telecom product offering breadth (customer care and billing, prepaid and SMS) and Schlumberger's smartcards and systems activities, which will be enhanced by the forthcoming acquisition of "Bull CP8" from Bull SA, further accelerate the creation of a leading global technology services provider for the telecommunications industry.

What are the classes and amounts of Sema Securities sought in the Offer?

We are seeking to acquire all of the issued and to be issued Sema Shares and Sema ADSs. See paragraph 2 of the letter from Lehman Brothers.

What would I receive in exchange for my Sema Securities?

We are offering to pay:

For every Sema Share	560 pence in cash
For every Sema ADS (each ADS representing 2 Sema Shares)	1,120 pence in cash

The 1,120 pence in cash offered for every Sema ADS is the equivalent of approximately \$16.22 based on the exchange rate of US\$1.4483 : (Pounds)1 on 16 February 2001 (the latest practicable date prior to the posting of this document).

How does the Offer compare with recent prices of Sema Shares?

The Offer of 560 pence per Sema Share represents a premium of approximately 18 per cent. to the middle market price of a Sema Share on 9 February 2001, the last dealing day prior to the announcement of the Offer and a premium of approximately 42 per cent. to the middle market price of a Sema Share on 2 February 2001, the last dealing day prior to the announcement by Sema that it had received preliminary approaches which may or may not lead to an offer for it. The Offer also represents a premium of approximately 3 per cent. to the middle market price of a Sema Share on 16 February 2001, being the latest practicable date prior to the posting of this document.

Does the Sema Board support the Offer?

The Sema Board, which has been so advised by Credit Suisse First Boston and Rothschild, considers the terms of the Offer to be fair and reasonable. In providing advice to the Sema Board, Credit Suisse First Boston and Rothschild have taken into account the Sema Board's commercial assessments. Accordingly, the Sema Board unanimously recommends Sema Securityholders to accept the Offer.

The Sema Directors have agreed to accept the Offer for all of their Sema Shares. See the letter from the Chairman of Sema.

Do any other shareholders support the Offer?

We have received undertakings from two major Sema Shareholders, France Telecom and Paribas Affaires Industrielles to accept the Offer in respect of 103,634,296 and 31,113,792 Sema Shares, respectively. Accordingly, together with the undertakings we have received from the Sema Directors, we have received undertakings to accept the Offer in respect of a total of 135,245,830 Sema Shares representing approximately

22 per cent. of Sema's existing issued share capital. Subject to the right for Schlumberger Investments to improve upon the price of any competing offer, the undertakings from France Telecom and Paribas Affaires Industrielles in respect of Sema Shares will cease to be binding if a competing offer is made at a price in excess of 600 pence per Sema Share before the end of the day falling 17 days after this document is posted. The terms of these undertakings are summarised in paragraph 6 of Appendix IV.

Do you have the financial resources to make payment?

The Offer will be financed from a combination of existing cash resources and additional bank facilities arranged by JP Morgan plc, BNP Paribas, Citibank/Schroder Salomon Smith Barney and Lehman Brothers for the purposes of the Offer. The Offer is not conditional upon any financing arrangements. See paragraph 3 of the letter from Lehman Brothers and paragraph 6 of Appendix IV.

How long do I have to accept the Offer?

You will have until 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001, to accept the Offer or withdraw your acceptance, unless the Initial Offer Period is extended. In addition, you may accept the Offer but not withdraw your acceptance during the Subsequent Offer Period. If you are an ADS holder and you cannot deliver everything that is required in order to make a valid tender of Sema ADSs by that time, you may be able to use a Guaranteed Delivery Procedure, which is described later in this document. See paragraph 16 of the letter from Lehman Brothers and paragraph 10 of Part B of Appendix I.

What is the difference between the Initial Offer Period and the Subsequent Offer Period? Until what time can I withdraw my acceptance?

The Initial Offer Period for acceptances and withdrawals is the period from the date of this document until the time and date (not being before 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 and not, except with the consent of the Panel, being after 1.00 p.m. (London time), 8.00 a.m. (New York City time) on 22 April 2001) on which all the Conditions are satisfied, fulfilled or, to the extent permitted, waived or, if earlier, the time and date on which the Offer lapses.

The Subsequent Offer Period starts as soon as the Initial Offer Period terminates. The Subsequent Offer Period must remain open for at least 14 calendar days but we may extend it beyond that time until a further specified date or until further notice.

You can withdraw your acceptance during the Initial Offer Period but not during the Subsequent Offer Period. See paragraph 3 of Part B of Appendix I.

Can the Offer be extended and under what circumstances?

Yes. If all of the Conditions have not been either satisfied, fulfilled or, to the extent permitted, waived by us by 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001, we may choose, but shall not be obliged, to extend the Initial Offer Period. We may also be required to extend the Initial Offer Period under applicable UK and US securities laws if we change the Offer in any material respects. The Initial Offer Period for acceptances and withdrawals cannot be extended beyond 1.00 p.m. (London time), 8.00 a.m. (New York City time) on 22 April 2001 without the consent of the Panel. Once all the Conditions have been either satisfied, fulfilled or, to the extent permitted, waived by us, we will extend the Offer for a Subsequent Offer Period of at least 14 calendar days. See paragraph 1 of Part B of Appendix I.

How will I be notified if the Offer is extended?

If we extend the Offer, we will make a public announcement of the extension, not later than 8.00 a.m. (London time), 8.00 a.m. (New York City time), on the next business day after the day on which the Offer was scheduled to expire. See paragraph 2 of Part B of Appendix I.

We will also announce by not later than 8.00 a.m. (London time) and 8.00 a.m. (New York City time), on the business day following the end of the Initial Offer Period that there will be a Subsequent Offer Period. The Subsequent Offer Period will remain open for at least 14 calendar days but we may extend it beyond that time until a further specified date or until further notice.

What are the most significant conditions to the Offer?

We are not obliged to purchase any Sema Shares and/or Sema ADSs unless we have received valid acceptances (which have not been properly withdrawn) in respect of at least 90 per cent. of the Sema Shares (including Sema

Shares represented by Sema ADSs) to which the Offer relates. We may reduce this percentage, subject to certain limits. At least five US business days prior to any reduction, we will announce that we may do this through a press release and an advertisement in a newspaper with general circulation in the United States.

We are not obliged to purchase any Sema Shares and/or Sema ADSs if, among other things, the European Commission has not indicated, in terms satisfactory to us, that it does not intend to initiate an in-depth investigation or to make a referral to a competent authority in the UK or the applicable waiting period under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, has not expired or been waived.

See Part A of Appendix I.

How do I accept the Offer?

To accept the Offer, you must deliver the certificates representing your Sema Shares, together with a completed Form of Acceptance to the UK Receiving Agent (or in the United States, the US Forwarding Agent) or your Sema ADSs, together with a completed Letter of Transmittal to the US Depositary not later than the time and date on which the Offer expires. If your shares or ADSs are held in "street name" in the United States, your nominee can tender them through the applicable book entry transfer system. In the case of ADSs, if you cannot get any document or instrument that is required to be delivered by the expiration of the Offer, you may gain some time by following the procedures for guaranteed delivery. See paragraph 16 of the letter from Lehman Brothers and paragraph 10 of Part B of Appendix I.

How do I withdraw my acceptance?

To withdraw Sema Shares and/or Sema ADSs, you must deliver a written notice of withdrawal with the required information to the UK Receiving Agent, US Forwarding Agent or the US Depositary, as applicable, while you still have the right to withdraw the shares or ADSs. See paragraph 3 of Part B of Appendix I.

Will the Offer be followed by a compulsory acquisition?

Yes. If all of the Conditions to the Offer are either satisfied, fulfilled or, where permitted, waived and we have acquired 90 per cent. in nominal value of Sema Shares (including Sema Shares represented by Sema ADSs) within the statutory time period then we will be entitled to and intend to acquire all remaining Sema Shares and Sema ADSs pursuant to the Companies Act. Holders of Sema Shares and Sema ADSs subject to the compulsory acquisition would receive the same consideration as those holders of Sema Shares and Sema ADSs who accept the Offer. See paragraph 13 of the letter from Lehman Brothers and paragraph 10 of Appendix IV.

If I decide not to accept, how will the Offer affect my securities?

If we are able to, we will acquire all Sema Shares (including Sema Shares represented by ADSs) for which we have not received acceptances pursuant to the compulsory acquisition provisions of the Companies Act. We also intend to procure the making of an application by Sema for the removal of Sema Shares from the Official List and for the cancellation of trading in Sema Shares on the London Stock Exchange's market for listed securities. It is anticipated that cancellation of listing and trading will take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. We would also intend to procure that Sema applies for de-listing of the Sema Securities from Nasdaq and from Euronext Paris. Such de-listings and cancellation would significantly reduce the liquidity and marketability of any Sema Securities not assented to the Offer. We may also request that Sema terminate the existing deposit agreement through which the ADS programme is operated. See paragraph 13 of the letter from Lehman Brothers and paragraph 5 of Appendix IV.

What is the market value of my Sema Securities as of a recent date?

On 9 February 2001, the last dealing day before we announced the Offer, the closing middle market price of Sema Shares reported on the London Stock Exchange was 475 pence per share and the last sale price of Sema ADSs reported on Nasdaq was US\$14.00. On 16 February 2001, the latest practicable date prior to the posting of this document, the closing middle market price of Sema Shares reported on the London Stock Exchange was 544.75 pence per share and the last sale price of Sema ADSs reported on Nasdaq was US\$16.00. See paragraph 3 of Appendix IV for the variation in the prices of Sema Shares and Sema ADSs.

Can I choose the currency for the cash that I receive?

If you accept the Offer for Sema Shares, you will receive the price for your shares in pounds sterling, unless you specifically elect to receive it in US dollars.

If you accept the Offer for Sema ADSs, you will receive the price for your ADSs in US dollars, unless you specifically elect to receive it in pounds sterling.

If you elect or are deemed to have elected to receive the Offer consideration in US dollars, the cash amount payable in pounds sterling to which you would otherwise be entitled pursuant to the terms of the Offer will be converted, without charge, from pounds sterling to US dollars at the exchange rate obtainable on the spot market in London at approximately noon (London time) on the date the cash consideration is made available by Schlumberger Investments to the relevant paying agent for delivery in respect of your Sema Securities. The actual amount of US dollars received will depend upon the exchange rate prevailing on the day on which funds are made available to the relevant payment agent by Schlumberger Investments.

See paragraph 19 of the letter from Lehman Brothers and paragraph 11 of Part B of Appendix I.

Will I have to pay any fees or commissions?

If you are the record owner of your Sema Shares and/or Sema ADSs and you accept the Offer, you will not have to pay brokerage fees or similar expenses. If you own your Sema Shares and/or Sema ADSs through a broker or other nominee, and your broker accepts the Offer on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply.

Will I be taxed on the cash that I receive?

For UK tax purposes, a UK resident holder who accepts the Offer will generally realise an immediate chargeable gain or allowable loss if the Offer becomes unconditional.

For US federal income tax purposes, a US holder will recognise a capital gain or loss on the exchange of Sema Shares or Sema ADSs in an amount equal to the difference between the US holder's tax basis in its Sema Shares or Sema ADSs and the offer consideration valued in US dollars. A US holder may also recognise an exchange gain or loss on a subsequent conversion of the offer consideration into US dollars.

Further information regarding the application of both US and UK tax laws to Sema Securityholders who accept the Offer is set out in paragraphs 13 and 14 of Appendix IV.

Who can answer questions I might have about the Offer?

If you have any questions about the Offer, you should contact the Information Agent, D. F. King & Co., Inc. in the US toll free on + 1 800 755 7250 or on + 1 212 269 5550 (collect). If you have any questions about procedures for acceptance of the Offer in the UK, you should contact the UK Receiving Agent, Computershare Services PLC, on +44 870 702 0100.

LETTER OF RECOMMENDATION FROM THE CHAIRMAN OF SEMA

21 February 2001

To holders of Sema Shares and holders of Sema ADSs and, for information only,
to participants in the Sema Share Option Schemes

Dear Sema Securityholder

RECOMMENDED CASH OFFER FOR SEMA

1. Introduction

On 12 February 2001, the boards of Schlumberger Investments and Sema announced that they had reached agreement on the terms of a recommended cash offer for the entire issued, and to be issued, share capital of Sema. The Offer is being made by Lehman Brothers on behalf of Schlumberger Investments, a wholly-owned subsidiary of Schlumberger. The purpose of this letter is to set out the background to the Offer and to explain why the Sema Board recommends that you accept it.

2. The Offer

Full details of the Offer are set out in the letter from Lehman Brothers, on pages 13 to 25 of this document. The Offer is being made on the following basis:

for each Sema Share	560 pence in cash
for each Sema ADS (each ADS represents 2 Sema Shares)	1,120 pence in cash

The Offer values the entire issued and to be issued share capital of Sema at approximately (Pounds)3.6 billion (US\$5.3 billion) (fully diluted for the exercise of all outstanding options under the Sema Share Option Schemes).

The Offer represents a premium of approximately 42 per cent. to the middle market price of 395 pence per Sema Share at the close of business on 2 February 2001, being the last dealing day prior to the announcement by Sema that it had received preliminary approaches that may or may not lead to an offer for it, and 18 per cent. to the middle market price of 475 pence per Sema Share at the close of business on 9 February 2001, the last dealing day prior to the announcement of the Offer. The Offer also represents a premium of approximately 3 per cent. to the middle market price of a Sema Share of 544.75 pence at the close of the business on 16 February 2001, being the latest practicable date prior to the posting of this document.

3. Irrevocable undertakings

Schlumberger has received irrevocable undertakings to accept the Offer from the Sema Directors in respect of their own beneficial holdings representing approximately 0.1 per cent. of Sema's existing issued share capital. Schlumberger Investments has also received undertakings to accept the Offer from France Telecom and Paribas Affaires Industrielles representing approximately 16.9 per cent. and 5.1 per cent., respectively, of Sema's existing issued share capital. Subject to the right for Schlumberger Investments to improve upon the price of any competing offer, the undertakings from France Telecom and Paribas Affaires Industrielles will cease to be binding if a competing offer is made at a price in excess of 600 pence per Sema Share before the end of the day falling 17 days after the date of this document. Schlumberger and Schlumberger Investments have therefore received undertakings to accept the Offer in respect of 135,245,830 Sema Shares in aggregate, representing approximately 22 per cent. of Sema's existing issued share capital.

Sema plc-- 233 High Holborn--London--WC1V 7DJ
Registered Number: 1240677-- England and Wales
Registered Office: 233 High Holborn--London--WC1V 7DJ--VAT No. GB 232327983

4. Background to, and reasons for recommending, the Offer

Over the last decade Sema has grown rapidly into a worldwide IT services company serving a wide variety of businesses and governments. As at 31 December 2000, the Sema Group had approximately 21,700 employees. This progress has been based both upon organic development and acquisitions. Sema's strong growth has been built on the nurturing of a coherent range of specialist IT skills in systems integration, the development and marketing of software products, particularly in the telecoms and finance sectors, and in outsourcing. From bases in France, the UK and Spain, Sema has expanded to become a global business independent of any computer hardware manufacturer and of any dominant client.

Key stages in the growth of Sema have been the merger between Sema Metra and Cap Group of the United Kingdom in 1988 and the acquisition of key industry players in Sweden, France, Italy and the UK together with the acquisition last year of LHS, a US based global provider of billing and operations support software and services to the communications industry.

Like many other technology companies, Sema's share price performed strongly in late 1999 and into 2000. With the rapid change in investor sentiment towards technology stocks and IT services in particular, and the trading statement issued by Sema on 24 November 2000 highlighting the slowdown in some of Sema's markets and difficulties related to the integration of LHS, Sema's share price fell sharply towards the end of 2000. These events prompted several groups to make tentative approaches to the Sema Board to explore the possibility of acquiring the Sema Group.

During the summer of 2000, Schlumberger began discussions with Sema about how the two groups could co-operate, initially on the basis of business arrangements or joint marketing arrangements including an equity stake. Following the sharp fall in Sema's share price in November and December 2000, these discussions moved in January 2001 to consideration of a takeover of Sema. On 5 February 2001, following press speculation, Sema announced that preliminary approaches had been received which may or may not lead to an offer being made for Sema. The Sema Board believes that this announcement increased the importance of swiftly resolving the longer term future of Sema in order to preserve and enhance important relationships with customers, partners and employees.

Schlumberger indicated a willingness to the Sema Board to make an offer in cash to acquire the shares in Sema. The Sema Board believed it appropriate to consider an offer from a strong and complementary group with an excellent cultural fit such as Schlumberger. In addition, the Sema Board believes that Schlumberger provides the critical mass and stability for Sema to continue to prosper as well as significant growth opportunities through its international presence and relationships with major corporates. The Sema Board also considered that on the basis of the information available to it, Schlumberger's approach represented an attractive and quickly realisable alternative available to it which was in the interests of shareholders, customers, partners and employees.

5. Preliminary results

On 16 February 2001, Sema announced its unaudited preliminary results for the year ended 31 December 2000. During that period Sema earned an unaudited profit before taxation and goodwill amortisation of (Pounds)91.9 million on turnover of (Pounds)1,512.7 million. The full text of the preliminary results statement is contained in Part A of Appendix III.

6. Management and employees

Schlumberger has stated that it recognises the importance to Sema's business of the skills and experience of Sema's management team and staff. It intends, with Sema's senior management, to develop appropriate incentive arrangements for Sema's employees going forward that reflect that importance.

Schlumberger has given assurances to the Sema Board that the existing employment rights, including pension rights, of the management and employees of Sema will be fully safeguarded in accordance with all applicable laws.

7. Sema Share Options Schemes

The Offer extends, subject to the terms and conditions set out in this document and the Acceptance Form(s), to all Sema Shares (including Sema Shares represented by Sema ADSs) unconditionally allotted or issued fully paid

(or credited as fully paid) upon exercise of options under the Sema Share Option Schemes while the Offer remains open for acceptance (or until such earlier date as Schlumberger Investments may, subject to the provisions of the City Code and of US federal securities laws, determine). Appropriate proposals will be made to the holders of options under the Sema Share Option Schemes, to the extent that options are not exercised, once the Offer becomes or is declared unconditional in all respects.

8. Inducement fee

As an inducement and pre-condition to Schlumberger Investments agreeing to announce the Offer, Sema has agreed to pay Schlumberger Investments a fee of US\$20 million if:

- (a) the Offer lapses or is withdrawn and prior thereto an Independent Competing Offer for Sema has been announced, and subsequently such Independent Competing Offer or another Independent Competing Offer (which has been announced prior to the Offer lapsing or having been withdrawn) becomes or is declared unconditional in all respects; or
- (b) the Offer lapses or is withdrawn and prior thereto the Sema Board, or any committee thereof, withdraws or modifies, in a manner adverse to Schlumberger Investments, its approval or recommendation of the Offer, or approves or recommends an Independent Competing Offer (or resolves to take any of these actions).

For these purposes, Independent Competing Offer means (a) an offer for, or scheme of arrangement of, Sema which is made or entered into by a third party at or above the value of the Offer or (b) certain other transactions resulting in any third party owning more than 30 per cent. of the voting rights of Sema or assets representing more than 10 per cent. of the turnover of Sema.

Further details of these arrangements are set out in paragraph 6(a)(v) of Appendix IV.

9. Action to be taken to accept the Offer

Your attention is drawn to paragraph 16 of the letter from Lehman Brothers, Part B of Appendix I and the accompanying Acceptance Form, which set out the procedure for acceptance of the Offer. In order to accept the Offer, you must complete and return the enclosed Acceptance Form, in accordance with the instructions printed on it so as to be received as soon as possible, but in any event no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

10. Taxation

Your attention is drawn to the information regarding UK taxation and US taxation set out in paragraphs 13 and 14 of Appendix IV to this document. If you are in any doubt about your tax position or you are subject to taxation in any jurisdiction other than the UK and the US, you are strongly recommended to consult an independent professional adviser immediately.

11. Recommendation

The Sema Board, which has been so advised by Credit Suisse First Boston and Rothschild, considers the terms of the Offer to be fair and reasonable. In providing advice to the Sema Board, Credit Suisse First Boston and Rothschild have taken into account the Sema Board's commercial assessments.

Accordingly, the Sema Directors unanimously recommend Sema Securityholders to accept the Offer. The Sema Directors have irrevocably undertaken to accept the Offer in respect of their own beneficial holdings comprising 497,742 Sema Shares in aggregate, representing approximately 0.1 per cent. of Sema's existing issued share capital.

Yours sincerely,

Sir Julian Oswald

Chairman

21 February 2001

To holders of Sema Shares and holders of Sema ADSs and, for information only, to participants in the Sema Share Option Schemes.

Dear Sema Securityholder

RECOMMENDED CASH OFFER FOR SEMA

1. Introduction

It was announced on 12 February 2001 that the boards of Schlumberger Investments and Sema had reached agreement on the terms of a recommended cash offer to be made by Lehman Brothers on behalf of Schlumberger Investments, a wholly-owned subsidiary of Schlumberger, for the entire issued and to be issued share capital of Sema. This letter, together with Appendix I and the Acceptance Form(s), contains the formal offer.

The Sema Board, which has been so advised by Credit Suisse First Boston and Rothschild, considers the terms of the Offer to be fair and reasonable. In providing advice to the Sema Board, Credit Suisse First Boston and Rothschild have taken into account the Sema Board's commercial assessments. Accordingly, the Sema Directors unanimously recommend Sema Securityholders to accept the Offer. Your attention is drawn to the letter from the Chairman of Sema set out on pages 10 to 12 of this document which sets out the reasons why the Sema Board considers the terms of the Offer to be fair and reasonable. The Sema Directors have irrevocably undertaken to accept the Offer in respect of their own beneficial holdings comprising 497,742 Sema Shares in aggregate, representing approximately 0.1 per cent. of Sema's existing issued share capital on 16 February 2001, being the latest practicable date prior to the posting of this document.

To accept the Offer you should return the completed Acceptance Form(s) as soon as possible and, in any event, so as to be received no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. The procedure for acceptance is set out in paragraph 16 below and in the Acceptance Form(s). Your attention is drawn to the conditions and further terms of the Offer set out in Appendix I of this document and the accompanying Acceptance Form(s).

Lehman Brothers is acting as financial adviser and corporate broker to Schlumberger Investments. In addition, Morgan Stanley Dean Witter and Schroder Salomon Smith Barney have given financial advice to Schlumberger in the context of the Offer.

2. The Offer

Lehman Brothers on behalf of Schlumberger Investments hereby offers to acquire, on the terms and subject to the Conditions set out or referred to in this document and in the Acceptance Form(s), all of the Sema Securities on the following basis:

for each Sema Share 560 pence in cash

for each Sema ADS 1,120 pence in cash
(each ADS representing 2 Sema Shares)

The Offer values the entire issued and to be issued share capital of Sema at approximately (Pounds)3.6 billion (US\$5.3 billion) (fully diluted for the exercise of all outstanding options under the Sema Share Option Schemes). This does not include the option over Sema Shares held by the Continuing LHS Shareholders (see paragraph 5 of Appendix IV).

LEHMAN BROTHERS EUROPE LIMITED
ONE BROADGATE LONDON EC2M 7HA TELEPHONE 020 7601 0011
Regulated by the Securities and Futures Authority Registered in England No
3950078 at the above address

The Offer represents a premium of approximately 42 per cent. to the middle market price of 395 pence per Sema Share at the close of business on 2 February 2001, being the last dealing day prior to the announcement by Sema that it had received preliminary approaches that may or may not lead to an offer being made for it, and 18 per cent. to the middle market price of 475 pence per Sema Share at the close of business on 9 February 2001, the latest dealing day prior to the announcement of the Offer.

The Offer extends, subject to the terms and conditions set out in this document and the Acceptance Form(s), to all existing Sema Shares (including Sema Shares represented by Sema ADSs) and to any Sema Shares (including Sema Shares represented by Sema ADSs) unconditionally allotted or issued fully paid (or credited as fully paid) upon exercise of options under the Sema Share Option Schemes or otherwise while the Offer remains open for acceptance (or until such earlier date as Schlumberger Investments may, subject to the provisions of the City Code and of US federal securities laws, determine).

3. Financing the Offer

The Offer will be financed from a combination of existing cash resources and additional bank facilities arranged by JP Morgan plc, BNP Paribas, Citibank/Schroder Salomon Smith Barney and Lehman Brothers for the purposes of the Offer. The Offer is not conditional upon any financing arrangements. Further details regarding these bank facilities are set out in paragraphs 6 and 7 of Appendix IV.

4. Terms and Conditions of the Offer

The full terms and conditions of the Offer are set out in Appendix I and the Acceptance Forms.

The Sema Shares (including Sema Shares represented by Sema ADSs) will be acquired by Schlumberger Investments pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances, and other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching thereto, including the right to receive and retain all dividends and other distributions (if any) declared, made or paid after 12 February 2001. The final dividend of Sema announced on 16 February 2001 will not be declared or paid if the Offer becomes wholly unconditional.

The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan and it may not be accepted in or from Australia, Canada or Japan. Accordingly, copies of this document and the accompanying Acceptance Form(s) and any related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan. Custodians, nominees and trustees should observe these restrictions and should not send or distribute this document and the accompanying Acceptance Form(s) and any related documents in or into Australia, Canada or Japan.

5. Inducement fee

Sema has agreed to pay Schlumberger Investments a fee of US\$20 million in certain limited circumstances. Please see paragraph 8 of the letter from the Chairman of Sema and paragraph 6(a)(v) of Appendix IV.

6. Undertakings to accept the Offer

Schlumberger Investments has received undertakings to accept the Offer from certain Sema Securityholders as set out below. The percentage figures are based on the number of Sema Shares in issue on 16 February 2001, being the latest practicable date prior to the posting of this document.

Securityholder -----	Number of Sema Shares	Per cent.
-----	-----	-----
France Telecom.....	103,634,296	16.9
Paribas Affaires Industrielles, a division of BNP Paribas.....	31,113,792	5.1
Sir Julian Oswald (and spouse).....	24,886	0.004
P S E Bonelli.....	360,116	0.059
W Bitan.....	25,612	0.004
H Couffin.....	120	0.000
W H Fryer.....	28,500	0.005
F S Jones.....	46,728	0.008
D Pineau-Valencienne.....	400	0.000
G Schmitt.....	11,250	0.002
G H Cosson.....	120	0.000
P Viginier.....	10	0.000

Schlumberger and Schlumberger Investments have therefore received undertakings to accept the Offer in respect of 135,245,830 Sema Shares in aggregate, representing approximately 22 per cent. of Sema's existing issued share capital. Subject to the right for Schlumberger Investments to improve upon the price of any competing offer, the undertakings from France Telecom and Paribas Affaires Industrielles in respect of 134,748,088 Sema Shares will cease to be binding if a competing offer is made at a price in excess of 600 pence per Sema Share before the end of the day falling 17 days after this document is posted. See paragraph 6 of Appendix IV.

7. Information on Schlumberger

Schlumberger, the ultimate parent company of Schlumberger Investments, is a worldwide leader in technical services with approximately 63,000 employees in more than 100 countries. It comprises three business segments whose activities are detailed below:

- . Oilfield Services--the leading supplier of services and technology to the international petroleum industry. It provides a wide spectrum of services to the upstream exploration and production industry. The business segment is managed geographically and comprises four geographic areas containing 28 GeoMarket regions, which bring together geographically focused teams to meet local needs of customers and to provide customised solutions. 13 Service Groups develop and support the best-in-class technology and services delivered in the GeoMarkets. The Service Groups also exploit synergies and introduce innovative solutions into the delivery of products and services within the GeoMarket regions. The Service Groups reflect key areas of Schlumberger's expertise. They are organised into three product groups that represent the key processes that dominate oil company requirements throughout the life cycle of the reservoir. Reservoir Evaluation combines wireline and seismic services. Reservoir Development combines all services relevant to well construction and well productivity: directional drilling, pressure pumping, drilling fluids, well testing, drilling bits, electrical submersible pumps and completion products. Reservoir Management combines integrated services, the software products, data management services and consulting services of GeoQuest, gas compression services and the production systems business.
- . Resource Management Services ("RMS") -- which provides professional business services for utilities, energy service providers and industry worldwide. Through consulting, meter deployment and management, data collection and processing, and information analysis, RMS helps clients achieve network optimisation, greater operating efficiency and increased customer loyalty in all utility sectors--water, gas, electricity and heat.
- . Test & Transactions--provides smart card-based solutions, semiconductor test equipment and services, and secure Internet solutions to customers throughout the world. The segment comprises four units: Cards, eTransactions, Network Solutions and Semiconductor Solutions.

In the year ended 31 December 1999, Schlumberger had consolidated revenues of US\$8,395 million ((Pounds)5,188 million) (1998: US\$10,725 million ((Pounds)6,461 million)) and had consolidated net income before taxes of US\$470 million ((Pounds)290 million) (1998: US\$894 million ((Pounds)539 million)) and as at that date had consolidated shareholders' equity of US\$7,721 million ((Pounds)4,771 million) (1998: US\$8,119 million ((Pounds)4,891 million)).

In its unaudited results for the year ended 31 December 2000, Schlumberger had consolidated revenues of US\$9,611 million ((Pounds)6,437 million) and had consolidated net income before taxes of US\$961 million ((Pounds)644 million) and as at that date had consolidated shareholders' equity of US\$8,295 million ((Pounds)5,556 million). As at the close of business on 16 February 2001 (the last practicable day prior to the posting of this document), Schlumberger had a market capitalisation of approximately US\$36.93 billion ((Pounds)25.50 billion).

Schlumberger's current trading is in line with the Schlumberger board's expectations. January 2001 revenue and pre-tax and after-tax operating income were better than January 2000, and net liquidity and net assets improved since 31 December 2000.

8. Information on Schlumberger Investments and Schlumberger Industries S.A.

Schlumberger Investments is a newly incorporated company set up by Schlumberger and Schlumberger Industries S.A. for the purposes of acquiring Sema. Schlumberger Investments has not traded since incorporation.

Schlumberger Industries S.A., a wholly-owned subsidiary of Schlumberger, will hold approximately 60 per cent. of the issued share capital of Schlumberger Investments after the Offer becomes unconditional in all respects. Schlumberger Industries S.A. through itself and its French subsidiaries provides metering devices and professional business services for utilities, energy services providers and industry in France and Europe.

In the year to 31 December 1999, Schlumberger Industries S.A. had total turnover of FF1,603 million ((Pounds)152.0 million) (1998: FF2,180 million ((Pounds)234.3 million)), a loss before taxation of FF16 million ((Pounds)1.5 million) (1998: FF67 million ((Pounds)7.2 million)) and total net assets of FF1,817 million ((Pounds)172.3 million) (1998: FF1,801 million ((Pounds)193.6 million)). The financial and trading prospects of Schlumberger Industries S.A. are in line with management expectations.

9. Information on Sema

Sema is an IT services company which provides its customers with the design, implementation, operations and management of information systems and IT-related consulting services. Among the industry sectors which Sema serves, Sema has increasingly focused on the telecommunications and finance sectors, and provides a range of its own software products specifically designed for these sectors in addition to its IT services. Sema's customers include a wide variety of businesses and governmental departments around the world.

Sema's services and product offerings include:

- . systems integration and consulting;
- . software products, for the telecommunications, energy, transport and finance sectors; and
- . outsourcing.

Sema has its registered office in London and has a substantial portion of its management and operations in Paris, France, as well as in other countries throughout the world. As of 31 December 2000, Sema had approximately 21,700 employees working in more than 160 operating sites in 28 countries.

On 29 July 2000, Sema expanded its sphere of operations with the completion of the acquisition of LHS, a global provider of billing and operations support software and services to the communications industry. LHS produces pre and post-paid billing and customer care and voice messaging software.

In the year ended 31 December 1999, Sema reported consolidated turnover of (Pounds)1,410 million and a consolidated profit before taxation (after exceptional items and goodwill amortisation) for the financial year of (Pounds)93.8 million. As at 31 December 1999, Sema had consolidated net assets of (Pounds)239.7 million.

On 16 February 2001, Sema announced its unaudited preliminary results for the year ended 31 December 2000. During that period Sema earned an unaudited profit before taxation and goodwill amortisation of (Pounds)91.9 million on turnover of (Pounds)1,512.7 million. The full text of the preliminary results statement is contained in Part A of Appendix III.

10. Background to and reasons for the Offer

For several years, Schlumberger has been actively exploiting IT to improve its internal business processes and efficiencies, to grow the company's existing businesses and to develop new IT-based revenue generation opportunities.

This focus on leveraging IT has taken the form of extensions of existing Schlumberger business groups and also the creation of new businesses which leverage Schlumberger's long-term expertise in network development and management, IP based applications, backed by a strong culture of global support. Such initiatives have been ongoing in all three of the Schlumberger core vertical markets: oilfield services, wireless telecom and utilities.

Schlumberger has concluded that it needs to continue to add strong IT technology, systems integration and consulting competencies on a global scale to both accelerate the growth in its core vertical markets and to establish itself as a leading information solutions provider in those core vertical markets.

The acquisition of Sema, a leading diversified IT and business services company, will accelerate the implementation of Schlumberger's strategy of providing end-to-end information solutions to customers in selected growth markets. Sema will enhance Schlumberger's capabilities and critical mass in systems integration and the range of IT skills which Schlumberger requires to serve its present and future customer base. It should also allow Schlumberger to realise revenue synergies as a result of cross selling its core competencies in network development and management, IP-based applications, data management, smart cards and security application products.

The board of directors of Schlumberger believes this combination will:

- . offer a compelling opportunity to add scale and critical mass, enabling cross-penetration of new markets and customers with existing and future product/services offerings;
- . provide the critical mass and scale to deliver end-to-end information solutions for a global customer base in key vertical markets and offer significant cross-selling opportunities;
- . be important to Schlumberger because of the benefits to its core oilfield services business which will be able to provide its customers with fully integrated information solutions, comprising domain knowledge and expertise, IT implementation and consulting skills, and global support to E&P companies. The systems integration and e-transformation technologies and expertise provided by Sema will enable Schlumberger to deepen its relationships with its key customers by providing a comprehensive infrastructure support service on a global basis and capture a significant share of the emerging, fast growing global E&P IT transformation market;
- . allow Schlumberger's Resource Management Services and Sema's Energy/Utilities business unit to exploit their complementary geographical reach and technological offering to create significant growth opportunities, primarily by combining both solutions approaches and thereby facilitating access to larger, more complex contracts requiring end-to-end solutions. Schlumberger's Resource Management Services specialising in the North American solutions market for automatic meter reading products and services, related data management via CellNet based technologies and consulting services provided by Convergent Group combined with Sema's presence in the European solutions market for power exchange, customer management and utility economics are expected to yield significant cross selling opportunities; and
- . through the combination of Sema's recognised systems integration expertise and telecom product offering breadth (customer care and billing, prepaid and SMS) and Schlumberger's smartcards and systems activities, which will be enhanced by the forthcoming acquisition of "Bull CP8" from Bull SA, further accelerate the creation of a leading global technology services provider for the telecommunications industry.

Assuming the transaction closes in April 2001, Schlumberger estimates that the acquisition will be dilutive to First Call consensus estimates for Schlumberger's 2001 earnings per share by approximately 8 per cent. before acquisition related costs and approximately 13 per cent. after acquisition related costs.

With regard to 2003, the acquisition is expected to be neutral to earnings per share before acquisition related costs and modestly dilutive after acquisition related costs.

Schlumberger believes that the causes of the recent profitability issues within Sema have been identified and that appropriate action is being taken to address those issues. Further, Schlumberger believes significant revenue synergies can be realised towards the latter part of the year 2002 in each of its core business verticals: Oilfield Services, Utilities and Wireless Telecommunications.

The foregoing statements are not intended to imply that Schlumberger's earnings per share for any period will necessarily exceed or fall below those of any previous period.

Further details as to the background to and reasons for the Offer are contained in the paragraph headed "Background to and reasons for recommending the Offer" in the letter from the Chairman of Sema, which is set out on pages 10 to 12 of this document, and in paragraph 9 of Appendix IV.

11. Management and employees

Schlumberger Investments recognises the importance to Sema's business of the skills and experience of Sema's management team. It intends, with Sema's senior management, to develop incentivisation arrangements for Sema's employees going forward that reflect that importance.

Schlumberger Investments has given assurances to the Sema Board that the existing employment rights, including pension rights, of the management and employees of the Sema Group will be fully safeguarded in accordance with all applicable laws.

Pierre Bonelli, currently Chief Executive Officer of Sema, will become Chairman of the Sema/Schlumberger business group. Irwin Pfister will become the Chief Executive Officer of the new Sema/Schlumberger business group within Schlumberger.

12. Sema Share Option Schemes

The Offer extends, subject to the terms and conditions set out in this document and the Acceptance Form(s), to all Sema Shares (including Sema Shares represented by Sema ADSs) unconditionally allotted or issued fully paid (or credited as fully paid) upon exercise of options under the Sema Share Option Schemes while the Offer remains open for acceptance (or until such earlier date as Schlumberger Investments may, subject to the provisions of the City Code and of US federal securities laws, determine). Appropriate proposals will be made to the holders of options under the Sema Share Option Schemes, to the extent that options are not exercised, once the Offer becomes or is declared unconditional in all respects.

13. Compulsory acquisition and de-listing of Sema Securities

If all of the Conditions are either satisfied, fulfilled or, to the extent permitted, waived and Schlumberger Investments has acquired or contracted to acquire, pursuant to the Offer or otherwise, at least 90 per cent. in nominal value of the Sema Shares to which the Offer relates, before the end of the four month period provided by the Companies Act, Schlumberger Investments will be entitled, and intends, to acquire the remaining Sema Shares (including Sema Shares represented by Sema ADSs) on the same terms as the Offer pursuant to the compulsory acquisition procedure set out in sections 428 to 430F of the Companies Act (see paragraph 10 of Appendix IV and Appendix V).

When the Offer becomes or is declared unconditional in all respects, Schlumberger Investments intends to procure the making of an application by Sema for the removal of Sema Shares from the Official List and for the cancellation of trading in Sema Shares on the London Stock Exchange's market for listed securities. It is anticipated that cancellation of listing and trading will take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. Schlumberger Investments would also intend to procure that Sema applies for de-listing of the Sema Securities from Nasdaq and from Euronext Paris. Such de-listings and cancellation would significantly reduce the liquidity and marketability of any Sema Securities not assented to the Offer.

14. United Kingdom Taxation

Your attention is drawn to the information regarding UK taxation set out in paragraph 13 of Appendix IV. If you are in any doubt about your tax position or you are subject to taxation in any jurisdiction other than the UK or the US, you are strongly recommended to consult an independent professional adviser immediately.

15. US Taxation

Your attention is drawn to the information regarding US taxation set out in paragraph 14 of Appendix IV. If you are in any doubt about your tax position or you are subject to taxation in any jurisdiction other than the UK or the US, you are strongly recommended to consult an independent professional adviser immediately.

16. Procedure for acceptance of the Offer

This section should be read together with the notes and instructions on the relevant Acceptance Form.

(a) Holders of Sema Shares

Sema Shareholders will find enclosed with this document a Form of Acceptance for use in relation to the Offer. You should note that, if you hold Sema Shares in both certificated and uncertificated form, you should complete a separate Form of Acceptance for each holding. If you hold Sema Shares in uncertificated form, but under different member account IDs, you should complete a separate Form of Acceptance in respect of each member account ID. Similarly, if you hold Sema Shares in certificated form, but under different designations, you should complete a separate Form of Acceptance in respect of each designation. Further Forms of Acceptance can be obtained, with respect to holders of Sema Shares outside the United States, from Computershare Services PLC at the addresses given below or by telephoning Computershare Services PLC on + 44 870 702 0100, and with respect to holders of Sema Shares in the United States, from Computershare Trust Company of New York at the addresses given below or by telephoning Computershare Trust Company of New York on +1 212 701 7650.

The completed Forms of Acceptance should be lodged with Computershare Services PLC with respect to holders of Shares outside the United States, and with Computershare Trust Company of New York with respect to holders of Shares in the United States, together with the relevant share certificates, other documents(s) of title, letters of indemnity and supporting documents (if any), as soon as possible, but in any event so as to arrive not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. A reply-paid envelope (for use in the UK only) is enclosed for your convenience.

(i) To accept the Offer

To accept the Offer in respect of all of your Sema Shares you must complete Boxes 1 and 4 of the Form of Acceptance and, if your Sema Shares are in CREST, Box 5 and, if appropriate, Boxes 2, 6 and 7. If you do not insert a number in Box 1, your acceptance will be deemed to be in respect of all the Sema Shares held by you. In all cases you must sign and date Box 3 of the Form of Acceptance in accordance with the instructions printed thereon. All holders of Sema Shares who are individuals should sign Box 3 of the Form of Acceptance in the presence of a witness, who should also sign Box 3 in accordance with the instructions.

If you have any questions as to how to complete the Form of Acceptance, please telephone Computershare Services PLC on + 44 870 702 0100.

(ii) To accept the Offer in respect of less than all your Sema Shares

To accept the Offer in respect of less than all your Sema Shares, you must insert in Box 1 of the Form of Acceptance such lesser number of Sema Shares in respect of which you wish to accept the Offer, in accordance with the instructions printed thereon. You should then follow the procedure described in (i) above in respect of such lesser number of Sema Shares. If you do not insert a number in Box 1, your acceptance will be deemed to be in respect of all the Sema Shares held by you. In all cases, holders of Sema Shares who are individuals should sign Box 3 of the Form of Acceptance in the presence of a witness, who should also sign Box 3 in accordance with the instructions.

(iii) Return of the Form of Acceptance

To accept the Offer, the Form of Acceptance must be completed and returned, whether or not your Sema Shares are in CREST. The completed, signed and (if you are an individual) witnessed Form of Acceptance, together with, if your Sema Shares are not in CREST, the share certificate(s) and/or other document(s) of title for your Sema Shares, should be returned (if you are outside the United States), by post or by hand (during normal business hours) to the UK Receiving Agent, Computershare Services PLC, PO Box 859, The Pavillions, Bridgewater Road, Bristol BS99 1XZ or, by hand only (during normal business hours) to Computershare Services PLC, 7th Floor, Jupiter House,

Triton Court, 14 Finsbury Square, London EC2A 1BR or (if you are in the United States), by mail only, to the US Forwarding Agent, Computershare Trust Company of New York, Wall Street Station, P.O. Box 1023, New York, NY 10268--1023 or, by overnight courier or by hand only (during the hours of 9.00 a.m. and 3.00 p.m. (New York City time)), to Computershare Trust Company of New York, Wall Street Plaza, 88 Pine Street --19th Floor, New York, NY 10005, as soon as possible but, in any event, so as to be received by no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. A reply-paid envelope is enclosed for your convenience and may be used by holders of Sema Shares for returning Forms of Acceptance within the United Kingdom. The instructions printed on the Form of Acceptance shall be deemed to form part of the terms of the Offer.

Any Form of Acceptance received in an envelope postmarked in Australia, Canada or Japan or otherwise appearing to Schlumberger Investments or its agents to have been sent from Australia, Canada or Japan may be rejected as an invalid acceptance of the Offer. For further information for overseas Sema Shareholders, see paragraph 18 of this letter and paragraph 7 of Part B of Appendix I.

If you are in any doubt as to the procedure for acceptance, please telephone Computershare Services PLC on +44 870 702 0100.

(iv) Additional procedures for Sema Shares in uncertificated form (that is, in CREST)

If your Sema Shares are in uncertificated form you should insert in Box 5 of the enclosed Form of Acceptance the participant ID and member account ID under which such Sema Shares are held by you in CREST and otherwise complete and return the Form of Acceptance as described in (i), (ii) and (iii) above. In addition, you should take (or procure to be taken) the action set out below to transfer the Sema Shares in respect of which you wish to accept the Offer to an escrow balance (that is, a TTE Instruction), specifying Computershare Services PLC (in its capacity as a CREST participant under Computershare Services PLC participant ID referred to below) as the escrow agent, as soon as possible and in any event so that the transfer to escrow settles not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your participant ID and the member account ID under which your Sema Shares are held. In addition, only your CREST sponsor will be able to send the TTE Instruction to CRESTCo in relation to your Sema Shares.

You should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) a TTE Instruction to CRESTCo which must be properly authenticated in accordance with CRESTCo's specifications and which must contain, in addition to the other information that is required for a TTE Instruction to settle in CREST, the following details:

- (i) the number of Sema Shares to be transferred to an escrow balance;
- (ii) your member account ID. This must be the same member account ID as the member account ID that is inserted in Box 5 of the Form of Acceptance;
- (iii) your participant ID. This must be the same participant ID as the participant ID that is inserted in Box 5 of the Form of Acceptance;
- (iv) the participant ID of the escrow agent, Computershare Services PLC, in its capacity as a CREST receiving agent. This is 3RA09;
- (v) the member account ID of the escrow agent. This is SEMA;
- (vi) the Form of Acceptance reference number. This is the reference number that is shown next to Box 5 on page 3 of the Form of Acceptance. This reference number should be inserted in the first eight characters of the shared note field on the TTE Instruction. Such insertion will enable Computershare Services PLC to match the TTE to your Form of Acceptance. You should keep a separate record of this reference number for future reference;
- (vii) the intended settlement date. This should be as soon as possible and in any event not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001;
- (viii) the Corporate Action Number for the Offer which is allocated by CRESTCo and can be found by reviewing the relevant Corporate Action Details in CREST; and
- (ix) input with Standard Delivery instruction of 80.

After settlement of the TTE Instruction, you will not be able to access the Sema Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional in all respects, the escrow agent will transfer the Sema Shares concerned to itself in accordance with paragraph 9(d) (i) of Part B of Appendix I.

You are recommended to refer to the CREST manual published by CRESTCo for further information on the CREST procedures outlined above. For ease of processing, you are requested, wherever possible to ensure that a Form of Acceptance relates to only one transfer to escrow.

If no Form of Acceptance reference number, or an incorrect Form of Acceptance reference number, is included on the TTE Instruction, Schlumberger Investments may treat any amount of Sema Shares transferred to an escrow balance in favour of the escrow agent specified above from the participant ID and member account ID identified in the TTE Instruction as relating to any Form(s) of Acceptance which relate(s) to the same member account ID and participant ID (up to the amount of Sema Shares inserted or deemed to be inserted on the Form(s) of Acceptance concerned).

You should note that CRESTCo does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to Sema Shares to settle prior to 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. In this regard you are referred in particular to those paragraphs of the CREST Manual concerning practical limitations of the CREST system and timings.

Schlumberger Investments will make an appropriate announcement if any of the details contained in this paragraph 16 alter for any reason in any respect that is material for Sema Shareholders.

(v) Share certificates not readily available or lost

If your Sema Shares are in certificated form, a completed, signed and (if appropriate) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason, your share certificate(s) and/or other document(s) of title is/are not readily available, you should nevertheless complete, sign and return your completed Form of Acceptance as stated above. You should send with the Form of Acceptance any share certificate(s) and/or other documents(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow or that you have lost one or more of your share certificates and/or other documents of title and such certificate(s) and/or other document(s) of title should be forwarded as soon as possible thereafter.

If you have lost your share certificate(s) and/or other document(s) of title, you should write to the Registrar of Sema, IRG plc, Bourne House, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom, for a letter of indemnity for lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned to the UK Receiving Agent (if you are outside the United States) or to the US Forwarding Agent (if you are in the United States) at the relevant address set out in paragraph (iii) above.

(vi) Deposits of Sema Shares into, and withdrawals of Sema Shares from, CREST

Normal CREST procedures (including timings) apply in relation to any Sema Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Sema Shares or otherwise). Sema Shareholders who are proposing so to convert any such Sema Shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the Sema Shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular as regards delivery of share certificate(s) and/or other document(s) of title or transfers to an escrow balance prior to 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

(b) Holders of Sema ADSs

The attention of holders of Sema ADSs is drawn to paragraph 10 of Part B of Appendix I and to the relevant provisions of the Letter of Transmittal.

For a holder of ADSs to validly accept the Offer, either (i) a properly completed and duly executed Letter of Transmittal, together with any other required signature guarantees or, in the case of a book-entry transfer, an Agent's Message, and any other documents required by the Letter of Transmittal, must be received by the US Depository at its address, set out at the back of this document, and either the Sema ADRs evidencing such Sema ADSs must be received by the US Depository at one of such addresses or such Sema ADRs must be delivered pursuant to the procedure for book-entry transfer set out in paragraph 10 of Part B of Appendix I (and a Book-Entry Confirmation received by the US Depository in accordance with such procedures); or (ii) such holder must comply with the guaranteed delivery procedures set out in paragraph 10(h) of Part B of Appendix I. Acceptances using the guaranteed delivery procedures will not be taken into account in determining whether the Acceptance Condition has been satisfied unless the Sema ADRs evidencing the ADSs or book-entry transfer of the ADSs to which the guaranteed delivery procedures relate have been received by the US Depository before the end of the Initial Offer Period.

(c) Validity of acceptances

Without prejudice to Part B of Appendix I and subject to the City Code, Schlumberger Investments and Lehman Brothers reserve the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by (as applicable) the relevant transfer to escrow or the relevant share certificate(s), Sema ADRs and/or other document(s) of title or which is received in a form or at a place or places other than as set out in this document or on the relevant Acceptance Form. In that event, no payment of cash under the Offer will be required to be made until after the acceptance is entirely in order to Schlumberger Investments' satisfaction and (as applicable) the relevant transfer to escrow has been settled or the relevant share certificate(s), Sema ADRs and/or other document(s) of title or indemnities satisfactory to Schlumberger Investments have been received by the UK Receiving Agent, the US Forwarding Agent or the US Depository, as the case may be.

(d) General

No acknowledgement or receipt of Acceptance Form(s), Sema share certificates, Sema ADRs or other documents of title or documentation in respect of the Offer will be given.

You are urged to complete, sign and return the relevant Acceptance Form to the UK Receiving Agent Computershare Services PLC, the US Forwarding Agent, Computershare Trust Company of New York, or to the US Depository, Citibank N.A., as soon as possible and, in any event, so as to arrive not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

If you are in any doubt as to the procedures for acceptance, please contact the UK Receiving Agent, Computershare Services PLC, by telephone on +44 870 702 0100 or the US Forwarding Agent, Computershare Trust Company of New York, by telephone on +1 212 701 7650, if you hold Sema Shares, or the US Depository, Citibank, N.A., by telephone on 800 270 0808 or the Information Agent by telephone on 800 755 7250, if you hold Sema ADSs. You are reminded that if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

17. Rights of withdrawal

Except to the extent of the exemptive relief which has been granted by the SEC, the Offer is subject to the US tender offer rules applicable to securities registered under the Exchange Act, as well as to the City Code. This has necessitated a number of changes from the procedures which normally apply to offers for companies governed by the City Code, including those applicable to the rights of holders of Sema Securities to withdraw their acceptance of the Offer.

Under the Offer, holders of Sema Securities will be able to withdraw their acceptances at any time during the Initial Offer Period but will not have any withdrawal rights during the Subsequent Offer Period, except in certain limited circumstances (see paragraph 3 of Part B of Appendix I). The Subsequent Offer Period must remain open for at least 14 calendar days but may be extended beyond that time until a further specified date or until further notice.

The Offer will be deemed not to have been validly accepted in respect of any Sema Securities acceptances in respect of which have been validly withdrawn. However, the Offer may be accepted again in respect of any withdrawn Sema Securities by following one of the procedures described in paragraph 16 of this letter at any time prior to expiry or lapse of the Offer.

It should be noted that by virtue of the conflicting provisions of the City Code and US federal securities laws, the Panel has agreed that the Acceptance Condition can be structured so that the Offer cannot become or be declared unconditional as to acceptances until such time as all other Conditions to the Offer have been satisfied, fulfilled or, to the extent permitted, waived. The Acceptance Condition in paragraph (a) of Part A of Appendix I reflects this.

Further details of these rights of withdrawal and the procedure for effecting withdrawals are set out in paragraph 3 of Part B of Appendix I.

18.Overseas shareholders

The attention of Sema Securityholders who are citizens or residents of jurisdictions outside the UK and the US is drawn to paragraph 7 of Part B of Appendix I and to the relevant provisions of the Acceptance Form(s). The availability of the Offer to persons not resident in the UK or the US may be affected by the laws of the relevant jurisdictions. Persons not resident in the UK or the US should inform themselves about and observe any applicable requirements.

The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan and it may not be accepted in or from Australia, Canada or Japan. Accordingly, copies of this document, the accompanying Acceptance Form(s) and any related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan unless Schlumberger Investments, in its sole discretion, determines otherwise. Custodians, nominees and trustees should observe these restrictions and should not send or distribute this document, the accompanying Acceptance Form(s) and any related document in or into Australia, Canada or Japan.

19.Settlement

(a)Date of Payment

The settlement procedure with respect to the Offer will be consistent with UK practice, which differs from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment.

Subject to either the satisfaction, fulfilment or, to the extent permitted, waiver of all of the Conditions, settlement of consideration to accepting Sema Shareholders and accepting holders of Sema ADSs or their designated agents will be effected in the manner set out below:

- (i) in the case of acceptances received, complete in all respects, by the end of the Initial Offer Period, within 14 calendar days of such date; or
- (ii) in the case of acceptances received complete in all respects after such date but while the Offer remains open for acceptance, within 14 calendar days of such receipt.

(b)Sema Shares in uncertificated form (that is, in CREST)

Where an acceptance relates to Sema Shares in uncertificated form the cash consideration to which an accepting Sema Shareholder is entitled will be paid by means of CREST by Schlumberger Investments procuring the creation of an assured payment obligation in favour of the accepting Sema Shareholder's payment bank in respect of the cash consideration due, in accordance with the CREST assured payment arrangements.

Schlumberger Investments reserves the right to settle all or any part of the cash consideration referred to above, for all or any accepting Sema Shareholder(s), in the manner referred to in paragraph (c) below, if, for any reason, it wishes to do so.

(c)Sema Shares and Sema ADSs in certificated form

Where an acceptance relates to Sema Shares or Sema ADSs in certificated form, cheques drawn on a UK clearing bank in pounds sterling or US dollars, as appropriate, for the cash due will be despatched by post (or by such other method as may be approved by the Panel).

(d)Lapsing of the Offer

During the Initial Offer Period, if by the relevant Closing Date the Conditions are not satisfied, fulfilled or, to the extent permitted, waived, the Offer will lapse (unless a later Closing Date is selected by Schlumberger

Investments). If the Offer lapses then: (i) in respect of Sema Shares in certificated form and Sema ADSs, the relevant share certificate(s), Sema ADRs and/or other documents of title will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Offer lapsing to the person or agent whose name and address (outside Australia, Canada or Japan) is set out in Box 1 (or, if applicable, Box 4 or 7) of the Form of Acceptance or to the person or agent whose name and address (outside Australia, Canada or Japan) is set out in the Letter of Transmittal (as applicable) or, if none is set out, to the name and address of the person who is the first named holder at his or her registered address; (ii) in respect of Sema Shares in uncertificated form (that is, in CREST), the UK Receiving Agent will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days after the lapsing of the Offer), give transfer from escrow instructions to CRESTCo to transfer all relevant Sema Shares held in escrow balances and in relation to which it is the escrow agent for the purposes of the Offer to the original available balances of the holders of Sema Shares concerned; and (iii) in respect of Sema ADSs delivered by book-entry transfer into the US Depository's account at a Book-Entry Transfer Facility, Sema ADSs will be credited to an account maintained at the appropriate Book-Entry Transfer Facility.

Further information on the lapsing of the Offer is set out on page 7 of Part A of Appendix I.

(e) General

All documents and remittances sent by, to or from Sema Securityholders or their appointed agents will be sent at their own risk.

(f) Currency of cash consideration

Instead of receiving cash consideration in pounds sterling, Sema Shareholders who so wish may elect to receive US dollars on the basis that the cash amount payable in pounds sterling to which such holder would otherwise be entitled pursuant to the terms of the Offer will be converted, without charge, from pounds sterling to US dollars at the exchange rate obtainable on the spot market in London at approximately noon (London time) on the date the cash consideration is made available by Schlumberger Investments to the relevant payment agent for delivery in respect of the relevant Sema Shares. A Sema Shareholder may receive such amount on the basis set out above only in respect of the whole of his holding of Sema Shares in respect of which he accepts the Offer. Sema Shareholders may not elect to receive both pounds sterling and US dollars.

Holders of Sema ADSs are entitled under the terms of the Offer to receive the cash element of the consideration in pounds sterling. The pounds sterling consideration available to holders of Sema ADSs is the same, per Sema Share, as that offered to Sema Shareholders. To facilitate the settlement of the Offer, unless they elect to receive pounds sterling, holders of Sema ADSs will receive consideration converted into US dollars as described above, as if such holders of Sema ADSs had elected to receive US dollars.

Consideration in US dollars may be inappropriate for Sema Securityholders other than persons in the US and holders of Sema ADSs.

If you are a Sema Shareholder and you wish to elect to receive cash consideration in US dollars instead of pounds sterling under the Offer, you should complete Box 2 of the Form of Acceptance in addition to taking the actions described in paragraph 16 above.

If you are a holder of Sema ADSs and you wish to elect to receive cash consideration in pounds sterling instead of US dollars under the Offer, you should complete Box 2 on the Letter of Transmittal in addition to taking the actions described in paragraph 16 above.

The actual amount of US dollars received will depend upon the exchange rate prevailing on the day on which funds are made available to the relevant payment agent by Schlumberger Investments. Sema Securityholders should be aware that the US dollar/pound sterling exchange rate which is prevailing on the date on which an election is made or deemed to be made to receive US dollars and on the dates of despatch and receipt of payment may be different from that prevailing on the day on which funds are made available to the relevant payment agent by Schlumberger Investments. In all cases, fluctuations in the US dollar/pounds sterling exchange rate are at the risk of accepting Sema Securityholders who elect or are treated as having elected to receive their consideration in US dollars. Neither Schlumberger, Schlumberger Investments nor any of their advisers or agents shall have any responsibility with respect to the actual amount of cash consideration payable other than in pounds sterling.

20. Further Information

Your attention is drawn to the further information contained in the Appendices which form part of this document, and to the accompanying Acceptance Form(s), which should be read in conjunction with this document. The Appendices and the Acceptance Form(s) contain material information which may not be summarised elsewhere.

21. Action to be taken

You are urged to complete, sign and return the Form of Acceptance or Letter of Transmittal (as appropriate), together with all the required documents, as soon as possible and, in any event, so as to be received by the UK Receiving Agent, the US Forwarding Agent or the US Depository, as appropriate, by no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

Yours faithfully,
for and on behalf of
Lehman Brothers

/S/ John McIntyre
John McIntyre
Managing Director

Conditions and Further Terms of the Offer

Part A: Conditions of the Offer

The Offer is subject to the following Conditions:

- (a) valid acceptances being received (and not, where permitted, withdrawn) by not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 (or such later time(s) and/or date(s) as Schlumberger Investments may, subject to the rules of the City Code or with the consent of the Panel and in accordance with the Exchange Act, decide) in respect of not less than 90 per cent. (or such lower percentage as Schlumberger Investments may decide) in nominal value of the Sema Shares (including Sema Shares represented by Sema ADSs) to which the Offer relates, provided that this Condition (a) will not be satisfied unless Schlumberger Investments and/or any of its subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Offer or otherwise) Sema Shares (including Sema Shares represented by Sema ADSs) carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Sema, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to any Sema Shares (including Sema Shares represented by Sema ADSs) that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise; and for this purpose:

- (i) the expression "Sema Shares (including Sema Shares represented by Sema ADSs) to which the Offer relates" shall be construed in accordance with sections 428 to 430F of the Act; and
- (ii) Sema Shares (including Sema Shares represented by Sema ADSs) which have been unconditionally allotted shall be deemed to carry the voting rights which they will carry upon issue;

provided that, unless Schlumberger Investments otherwise determines, this Condition (a) shall be capable of being satisfied only at a time when all of the other Conditions (b) to (j) inclusive have been either satisfied, fulfilled or, to the extent permitted, waived.

- (b) no Third Party having decided to take, instituted, implemented or threatened any action, proceedings, suit, investigation or enquiry, or made, proposed or enacted, any statute, regulation or order or taken any other steps and there continuing not to be outstanding any statute, regulation, order or other matter which in each case would or might reasonably be expected to:
- (i) make the Offer, its implementation or the acquisition or proposed acquisition by Schlumberger Investments or any member of the Wider Schlumberger Group of any or all shares or other securities in (or the equivalent), or control or management of, Sema or any member of the Wider Sema Group void, illegal or unenforceable in or under the laws of any relevant jurisdiction, or otherwise directly or indirectly materially restrain, prevent, prohibit, materially restrict or materially delay the same or impose additional material Conditions or obligations with respect to the Offer or such acquisition, or otherwise materially impede, challenge or interfere with the Offer or such acquisition, or require material amendment to the terms of the Offer or the acquisition or proposed acquisition of any Sema Securities or the acquisition of control of Sema or the Wider Sema Group by Schlumberger Investments;
- (ii) limit or delay the ability of any member of the Wider Schlumberger Group or any member of the Wider Sema Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Sema Group or any member of the Wider Schlumberger Group to an extent which is material or might reasonably be expected to be material, in the context of the Offer;
- (iii) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Schlumberger Group of any shares or other securities (or the equivalent) in Sema to an extent which is material or might reasonably be expected to be material, in the context of the Offer;

- (iv) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Schlumberger Group or by any member of the Wider Sema Group of all or any portion of their respective businesses, assets or properties or limit the ability of any of them to conduct any of their respective businesses or to own or control any of their respective assets or properties or any part thereof to an extent which is material or might reasonably be expected to be material, in the context of the Offer;
- (v) except pursuant to Part XIII A of the Act, require any member of the Wider Schlumberger Group or of the Wider Sema Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of either group owned by any third party or to sell or offer to sell any shares or other securities (or the equivalent in), or any asset or any member of the Wider Sema Group to an extent which is material or might reasonably be expected to be material, in the context of the Offer;
- (vi) limit the ability of any member of the Wider Schlumberger Group or of the Wider Sema Group to conduct or integrate or coordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Schlumberger Group or of the Wider Sema Group to an extent which is material or might reasonably be expected to be material, in the context of the Offer;
- (vii) result in any member of the Wider Schlumberger Group or the Wider Sema Group ceasing to be able to carry on business under any name under which it presently does so to an extent which is material or might reasonably be expected to be material, in the context of the Offer; or
- (viii) otherwise adversely affect the business, assets, profits, financial or trading position or prospects of any member of the Wider Sema Group or of the Wider Schlumberger Group to an extent which is material, or might reasonably be expected to be material, in the context of the Offer,

and all applicable waiting and other time periods during which any Third Party could decide to take, institute or threaten any such action, proceeding, suit, investigation, enquiry or reference or otherwise intervene under the laws or regulations of any relevant jurisdiction having expired, lapsed or been terminated;

(c) without limitation to Condition (b) above:

- (i) the European Commission indicating, in terms satisfactory to Schlumberger, that it does not intend to initiate proceedings under Article 6(1)(c) of Council Regulation (EEC) 4064/89 as amended, or to make a referral to a competent authority in the UK under Article 9(1) of such Regulation, in either case with respect to the Offer or any matter arising from the proposed acquisition of Sema by Schlumberger Investments;
 - (ii) all filings having been made and all or any applicable waiting periods and other time periods (including any extensions thereof) under the HSR Act and the regulations thereunder having expired, lapsed or been terminated as appropriate in each case in respect of the proposed acquisition of Sema by Schlumberger Investments, or any matters arising from that proposed acquisition;
- (d) all notifications and filings which are necessary or are considered appropriate by Schlumberger Investments having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with in each case in connection with the Offer or the acquisition or proposed acquisition of any shares or other securities (or the equivalent) in Sema or control (directly or indirectly) of any other member of the Wider Sema Group by any member of the Wider Schlumberger Group or the carrying on by any member of the Wider Sema Group of its business, where the absence thereof might reasonably be expected to have a material adverse affect in the context of the Offer;
- (e) all Authorisations which are necessary or are considered necessary or appropriate by Schlumberger Investments in any jurisdiction for or in respect of the Offer or the acquisition or proposed

acquisition of any shares or other securities in Sema or control (directly or indirectly) of any other member of the Wider Sema Group by any member of the Wider Schlumberger Group or the carrying on by any member of the Wider Sema Group of its business in any jurisdiction having been obtained, in terms and in a form satisfactory to Schlumberger Investments, from all appropriate Third Parties or from any persons or bodies with whom any member of the Wider Sema Group has entered into contractual arrangements in each case where the absence of such Authorisation would have a material adverse effect in the context of the Offer on the Sema Group taken as a whole and all such Authorisations remaining in full force and effect at the time at which the Offer becomes otherwise unconditional in all respects and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same;

(f) except as fairly disclosed to Schlumberger by or on behalf of Sema, or disclosed in Sema listing particulars or filings with the SEC, or as disclosed in the Annual Report and Accounts of Sema or as publicly announced by Sema (by the delivery of an announcement to the Company Announcements Office of the London Stock Exchange), prior to the announcement of the Offer on 12 February 2001 there being no provision of any arrangement, agreement, licence, permit, franchise or other instrument to which any member of the Wider Sema Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Offer or the acquisition or proposed acquisition of any shares or other securities in, or control of, Sema or any other member of the Wider Sema Group by any member of the Wider Schlumberger Group or otherwise, could or might reasonably be expected to result in, (in any case to an extent which is or would be material in the context of the Sema Group taken as a whole):

- (i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider Sema Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated repayment date or the ability of any member of the Wider Sema Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn;
- (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Sema Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;
- (iii) any such arrangement, agreement, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of any member of the Wider Sema Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any adverse action being taken or any obligation or liability arising thereunder;
- (iv) any asset or interest of any member of the Wider Sema Group being or falling to be disposed of or ceasing to be available to any member of the Wider Sema Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Sema Group in each case otherwise than in the ordinary course of business;
- (v) any member of the Wider Sema Group ceasing to be able to carry on business under any name under which it presently does so;
- (vi) the creation of liabilities (actual or contingent) by any member of the Wider Sema Group, otherwise than in the ordinary course of business;
- (vii) the rights, liabilities, obligations or interests of any member of the Wider Sema Group under any such arrangement, agreement, licence, permit, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated, adversely modified or affected; or

- (viii) the financial or trading position or the prospects or the value of any member of the Wider Sema Group being prejudiced or adversely affected, and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit or other instrument, could result in any of the events or circumstances which are referred to in paragraphs (i) to (viii) of this Condition (f) in any case to an extent which is or would be material in the context of the Sema Group taken as a whole;
- (g) since 31 December 1999 and except as disclosed in the Annual Report and Accounts of Sema, or in Sema listing particulars or filings with the SEC, or as otherwise publicly announced by Sema (by the delivery of an announcement to the Company Announcements Office of the London Stock Exchange), or as otherwise fairly disclosed to Schlumberger by or on behalf of Sema prior to the announcement of the Offer on 12 February 2001 no member of the Wider Sema Group having:
- (i) issued or agreed to issue, or authorised or proposed the issue of, additional shares or securities of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities other than as between Sema and wholly-owned subsidiaries of Sema and other than any options granted as disclosed to Schlumberger prior to 12 February 2001 and any shares issued upon the exercise of any options granted under any of the Sema Share Option Schemes;
 - (ii) purchased or redeemed or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital;
 - (iii) recommended, declared, paid or made or proposed to recommend declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise (other than to Sema or a wholly-owned subsidiary of Sema);
 - (iv) made, committed to make, authorised, proposed or announced an intention to propose any change in its share or loan capital;
 - (v) merged with, demerged or acquired any body corporate, partnership or business, or (other than any acquisition or disposal in the ordinary course of business or a transaction between Sema and a wholly-owned subsidiary of Sema) acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any assets (including shares in any undertaking and trade investments) or authorised the same (which is material in the context of the Sema Group taken as a whole);
 - (vi) issued, authorised or proposed the issue of, or authorisation of or made any change in or to any debentures or (except in the ordinary course of business) incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of the Sema Group taken as a whole;
 - (vii) entered into, varied, or authorised any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
 - (A) is of a long term, onerous or unusual nature or magnitude or which is or could involve an obligation of such nature or magnitude; or
 - (B) could restrict the business of any member of the Wider Sema Group or any member of the Wider Schlumberger Group; or
 - (C) is other than in the ordinary course of business,and which in any case is material in the context of the Sema Group taken as a whole;
 - (viii) entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement in respect of itself or another member of the Wider Sema Group otherwise than in the ordinary course of business which in any case is material in the context of the Sema Group taken as a whole;
 - (ix) entered into or varied or made any offer to enter into or vary the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Sema Group;

- (x) (other than in respect of any member which is or was at this time dormant) taken or proposed any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of the Sema Group taken as a whole;
 - (xi) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which in any case is material in the context of the Sema Group taken as a whole;
 - (xii) waived or compromised or settled any claim in a manner which is material in the context of the Sema Group taken as a whole;
 - (xiii) made any alteration to its memorandum or articles of association which is material in the context of the Offer;
 - (xiv) implemented, effected or authorised, or proposed or announced its intention to implement, effect, authorise or propose any reconstruction, amalgamation, commitment, scheme or other transaction or arrangement except (in the case of members of the Wider Sema Group other than Sema) to an extent which is not material in the context of the Wider Sema Group taken as a whole;
 - (xv) purchased, redeemed or repaid or proposed the purchase, redemption or repayment of any of its own shares or other securities (or the equivalent) or reduced or made any other change to any part of its share capital except (in the case of members of the Wider Sema Group other than Sema) to an extent which is not material in the context of the Wider Sema Group taken as a whole;
 - (xvi) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this Condition (g);
- (h) since 31 December 1999 and except as disclosed in the Annual Report and Accounts of Sema, or in Sema listing particulars or filings with the SEC, or as otherwise publicly announced by Sema (by the delivery of an announcement to the Company Announcements Office of the London Stock Exchange) or as otherwise fairly disclosed to Schlumberger by or on behalf of Sema prior to the announcement of the Offer on 12 February 2001:
- (i) there having been no adverse change or deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Wider Sema Group which in any case is material in the context of the Sema Group taken as a whole;
 - (ii) no contingent or other liability of any member of the Wider Sema Group having arisen or become apparent or increased which in any case is material in the context of the Sema Group taken as a whole;
 - (iii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Sema Group is or is reasonably likely to become a party (whether as plaintiff, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider Sema Group which in any case is material in the context of the Sema Group taken as a whole; and
 - (iv) (other than as a result of the Offer) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or against or remaining outstanding against or in respect of any member of the Wider Sema Group which in any case is material in the context of the Sema Group taken as a whole;

(i) Schlumberger Investments not having discovered:

(i) that any financial or business or other information concerning the Wider Sema Group disclosed at any time by or on behalf of any member of the Wider Sema Group, to any member of the Wider Schlumberger Group, whether publicly or otherwise, is materially misleading or contains any material misrepresentation of fact or omits to state a fact necessary to make any information contained therein not misleading and which was not subsequently corrected before the announcement of the Offer on 12 February 2001 by disclosure either publicly or otherwise to Schlumberger to an extent which in any case is material in the context of the Sema Group taken as a whole;

(ii) that any member of the Wider Sema Group or any partnership company or other entity in which any member of the Wider Sema Group has a significant economic interest and which is not a subsidiary undertaking of Sema is subject to any liability (actual or contingent) which is not disclosed in the Annual Report and Accounts of Sema and which in any case is material in the context of the Sema Group taken as a whole; or

(iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Sema Group to an extent which is material in the context of the Sema Group taken as a whole;

(j) Schlumberger Investments not having discovered that, save as fairly disclosed to Schlumberger by or on behalf of Sema prior to the announcement of the Offer on 12 February 2001:

(i) any past or present member of the Wider Sema Group has not complied with any applicable legislation or regulations of any jurisdiction with regard to the use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be reasonably likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider Sema Group which in any case is material in the context of the Sema Group taken as a whole;

(ii) there is, or is reasonably likely to be, any liability, whether actual or contingent, or requirement to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider Sema Group or any other property or any controlled waters under any environmental legislation, regulation, notice, circular, order or other lawful requirement of any relevant authority or third party or otherwise which in any case is material in the context of the Sema Group taken as a whole; or

(iii) circumstances exist whereby a person or class of persons would be reasonably likely to have a claim in respect of any product or process of manufacture or materials used therein now or previously manufactured, sold or carried out by any past or present member of the Wider Sema Group which is or would be material in the context of the Sema Group taken as a whole.

For the purpose of these Conditions:

(a) "Third Party" means any government, government department or governmental, quasigovernmental, supranational, statutory, regulatory, administrative or investigative body, authority (including any national antitrust, competition or merger control authorities or similar authorities), court, trade agency, association, institution or professional or environmental body or any other person or body whatsoever in any jurisdiction;

- (b) a Third Party shall be regarded as having "intervened" if it has decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or made, proposed or enacted any statute, regulation, decision or order or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything and "intervene" shall be construed accordingly;
- (c) "Authorisations" means authorisations, orders, grants, recognitions, determinations, certificates, confirmations, consents, permissions, licences, clearances, provisions and approvals;
- (d) "Wider Schlumberger Group" means the Schlumberger Group and associated undertakings and any other body corporate, partnership joint venture or person in which the Schlumberger Group and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent;
- (e) "Wider Sema Group" means the Sema Group and associated undertakings and any other body corporate, partnership joint venture or person in which the Sema Group and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent.

Subject to the requirements of the Panel, Schlumberger Investments reserves the right to waive all or any of the above Conditions, in whole or in part, except Condition (a).

The Offer will lapse unless the conditions set out above have been determined by Schlumberger Investments to have been and to remain satisfied or (if capable of waiver) waived by 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 or such later time and/or date as Schlumberger Investments may determine in accordance with the City Code or with the consent of the Panel and subject to any requirements of the laws of the US.

Schlumberger Investments shall be under no obligation to waive or treat as satisfied any of conditions (a) to (j) inclusive by a date earlier than the latest date for its satisfaction notwithstanding that any other condition of the Offer may on or before such date have been waived or fulfilled and/or that there are no circumstances indicating that any such conditions may not be capable of fulfilment.

If the Panel requires Schlumberger Investments to make an offer for Sema Shares under the provisions of Rule 9 of the Code, Schlumberger Investments may make such alterations to the Conditions, including to Condition (a), as are necessary to comply with the provisions of that Rule.

The Offer will lapse (unless otherwise agreed by the Panel) if the European Commission either initiates proceedings under Article 6(1)(c) of Council Regulation (EEC) 4064/89 (the "Regulation") or makes a referral to a competent authority of the United Kingdom under Article 9(1) of the Regulation and there is then a reference to the Competition Commission, before the later of 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 and the date when the Offer becomes or is declared unconditional as to acceptances.

If the Offer lapses it will cease to be capable of further acceptance. Sema Shareholders who have accepted the Offer and Schlumberger shall then cease to be bound by acceptances delivered on or before the date on which the Offer lapses.

Part B: Further Terms of the Offer

The following terms and conditions apply to the Offer, unless the contrary is expressed or the context requires otherwise.

Unless the context requires otherwise, any reference in this Part B of Appendix I and in the Acceptance Forms:

- (i) to the "Offer" means the Offer and any revision, variation, renewal or extension of the Offer;
- (ii) to the Offer "becoming unconditional" means the Acceptance Condition becoming or being declared satisfied whether or not any other condition of the Offer remains to be fulfilled and references to the Offer having become or not become unconditional shall be construed accordingly;
- (iii) to the Offer "becoming unconditional in all respects" means all Conditions being fulfilled, satisfied or, to the extent permitted, waived; and
- (iv) to "acceptances of the Offer" includes deemed acceptances of the Offer.

1. Acceptance period

- (a) The Offer will initially be open for acceptance until 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. Schlumberger Investments reserves the right (but will not be obliged, other than as may be required by the City Code or the Exchange Act) at any time or from time to time to extend the Offer after such time and in such event will make a public announcement of such extension in the manner described in paragraph 2 below. Although no revision is envisaged, if the Offer is revised it will remain open for acceptance until at least 14 calendar days (or such other period as the Panel may permit that is in accordance with the Exchange Act) from the date on which written notification of the revision is posted to Sema Securityholders. Except with the Panel's consent, no revision of the Offer may be made or posted after 8 April 2001 or, if later, the date falling 14 calendar days before the last date on which the Offer can become unconditional.
- (b) The Offer shall not (unless, with the consent of the Panel, Schlumberger Investments determines otherwise) be capable of becoming unconditional as to acceptances (nor, therefore, unconditional in all respects) after midnight (London time), 7.00 p.m. (New York City time), on 22 April 2001 (or any earlier time and/or date beyond which Schlumberger Investments has stated that the Offer will not be extended unless Schlumberger Investments has, where permitted, withdrawn that statement or extended the Offer beyond the stated earlier date), nor of being kept open for acceptance after that time and date unless it has previously become unconditional. Except with the Panel's consent, Schlumberger Investments may not, for the purpose of determining whether the Acceptance Condition has been satisfied, take into account acceptances received or purchases of Sema Securities made in respect of which all relevant documents are received by the UK Receiving Agent, the US Forwarding Agent or the US Depositary:
 - (i) after 1.00 p.m. (London time), 8.00 a.m. (New York City time), on 22 April 2001 (or any earlier time and/or date beyond which Schlumberger Investments has stated that the Offer will not be extended unless, where permitted, it has withdrawn that statement or extended the Offer beyond the stated earlier date); or
 - (ii) if the Offer is extended, any such later time(s) and/or date(s) as may be agreed with the Panel.

Subject to the Exchange Act, the Offer is not required to become or be declared unconditional in all respects only on a Closing Date; it may become unconditional in all respects prior to the Closing Date applicable from time to time (but not earlier than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 and not, except with the consent of the Panel, later than midnight (London time), 7.00 p.m. (New York City time) on 22 April 2001).

If the latest time at which the Offer may become unconditional is extended beyond midnight (London time), 7.00 p.m. (New York City time), on 22 April 2001, acceptances received and

purchases of Sema Securities made in respect of which relevant documents are received by the UK Receiving Agent, the US Forwarding Agent or the US Depositary after 1.00 p.m. (London time), 8.00 a.m. (New York City time), on 22 April 2001 may (except where the City Code otherwise permits) only be taken into account with the Panel's agreement.

If all of the Conditions are not satisfied, fulfilled or, to the extent permitted, waived by 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001, or by any later Closing Date specified by Schlumberger Investments in accordance with the City Code with the consent of the Panel, the Offer will lapse unless the Panel agrees otherwise.

- (c) If the Offer becomes unconditional in all respects, it will remain open for acceptance for a Subsequent Offer Period of not less than 14 calendar days from the expiry of the Initial Offer Period but may be extended beyond that time until a further specified date or until further notice. If the Offer has become unconditional in all respects and it is stated by or on behalf of Schlumberger Investments that the Offer will remain open until further notice, then not less than 14 calendar days' notice in writing will be given, before closing the Subsequent Offer Period, to those Sema Securityholders who have not accepted the Offer.
- (d) If a competitive situation arises after a "no extension" statement and/or a "no increase" statement has been made by or on behalf of Schlumberger Investments in relation to the Offer, Schlumberger Investments may, if it specifically reserved the right to do so at the time such statement was made, or otherwise with the Panel's consent, withdraw that statement and extend or revise the Offer (as appropriate) provided that it complies with the requirements of the City Code and, in particular, that:
- (i) it announces such withdrawal and that it is free to extend or revise the Offer (as appropriate) as soon as possible and in any event within four business days of the firm announcement of the competing offer or other competitive situation; and
 - (ii) Sema Securityholders are informed in writing at the earliest practicable opportunity or, in the case of Sema Securityholders with registered addresses outside the UK or the US or whom Schlumberger Investments or Lehman Brothers knows to be a nominee, trustee or custodian holding Sema Securities for such persons, by announcement in the UK and the US.

Schlumberger Investments may, if it has reserved the right to do so, choose not to be bound by a "no increase" or a "no extension" statement if it would otherwise prevent the posting of an increased or improved offer (either as to the value or nature of the consideration offered or otherwise) which is recommended for acceptance by the board of directors of Sema, or in other circumstances permitted by the Panel.

- (e) Unless otherwise determined by the Panel, for the purpose of determining at any particular time whether the Acceptance Condition has been satisfied, Schlumberger Investments shall be entitled to take account only of those Sema Securities carrying voting rights which have been unconditionally allotted or issued before that time and written notice of allotment or issue of which, containing all the relevant details, has been received before that time by the UK Receiving Agent, the US Forwarding Agent or the US Depositary from Sema or its agents at the appropriate addresses as specified at the back of this document. Notification by telex, e-mail or facsimile transmission will not be sufficient.
- (f) In accordance with applicable SEC policy, at least five US business days prior to any reduction in the percentage of Sema Shares (including Sema Shares represented by Sema ADSs) required to satisfy the Acceptance Condition, Schlumberger Investments will announce that it has reserved the right so to reduce such percentage. The announcement will be made through a press release designed to inform Sema Securityholders in the United Kingdom and elsewhere and by placing an advertisement in a newspaper of national circulation in the United States. Such announcement will state the level to which the percentage required to satisfy the Acceptance Condition may be reduced, that such a reduction is possible but that Schlumberger Investments need not declare its actual intentions until it is required to do so under the City Code and will contain language advising Sema Securityholders to withdraw their Sema Securities if their willingness to accept the Offer would be affected by a reduction of the Acceptance Condition. Schlumberger Investments will not make such an announcement unless it believes that there is a significant possibility that sufficient

Sema Securities will be tendered to permit the Acceptance Condition to be satisfied at such reduced level. Sema Securityholders who are not willing to accept the Offer if the Acceptance Condition is reduced to a level lower than 90 per cent. should either not accept the Offer until the Offer has become unconditional in all respects (which may be at a level of acceptances lower than 90 per cent.) or be prepared to withdraw their acceptances promptly following an announcement by Schlumberger Investments of its reservation of the right to reduce the Acceptance Condition. Upon any announcement being made that the percentage of Sema Shares (including Sema Shares represented by Sema ADSs) required to satisfy the Acceptance Condition may be reduced, the Offer shall not be capable of becoming or being declared unconditional in all respects until the expiry of at least five US business days thereafter. Sema Securityholders will be able to accept the Offer for at least five US business days after a reduction of the Acceptance Condition.

2. Announcements

- (a) By 8.00 a.m. (London time) in the UK and 8.00 a.m. (New York City time) in the US, in each case on the business day (the "relevant day") following the day on which the Offer is due to expire or becomes unconditional or is revised or extended, as the case may be (or such later time(s) and/or date(s) as the Panel may agree), Schlumberger Investments will make an appropriate announcement and inform the London Stock Exchange and the Dow Jones News Service of the position. The announcement will also state (unless otherwise permitted by the Panel) the total number of Sema Securities and rights over Sema Securities (as nearly as practicable):
- (i) for which acceptances of the Offer have been received;
 - (ii) acquired or agreed to be acquired by or on behalf of Schlumberger Investments or any person acting or deemed to be acting in concert with Schlumberger Investments for the purposes of the Offer during the course of the Offer Period;
 - (iii) held by or on behalf of Schlumberger Investments or any person acting or deemed to be acting in concert with Schlumberger Investments for the purposes of the Offer before the Offer Period; and
 - (iv) for which acceptances of the Offer have been received from any person acting or deemed to be acting in concert with Schlumberger Investments for the purposes of the Offer,
- and will specify the percentage of the issued ordinary share capital of Sema represented by each of these figures.
- (b) Any decision to extend the Offer may be made at any time up to, and will be announced not later than, 8.00 a.m. (London time) in the UK and 8.00 a.m. (New York City time) in the US, in each case on the relevant day (as defined in paragraph 2(a) of this Part B) or such later time(s) and/or date(s) as the Panel may agree. The announcement will state the next expiry time and/or date unless the Offer is then unconditional, in which case a statement may instead be made that the Offer will remain open until further notice. In computing the number of Sema Securities represented by acceptances and/or purchases, there may be included or excluded, for announcement purposes, acceptances and purchases which are not complete in all respects or which are subject to verification, save that those which could not be counted towards fulfilment of the Acceptance Condition under Notes 4, 5 and 6 of Rule 10 of the City Code shall not (unless agreed by the Panel) be included.
- (c) In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of Schlumberger Investments include the release of an announcement by public relations consultants or by Lehman Brothers to the press and the delivery by hand, telephone, email, telex, facsimile or other electronic transmission of an announcement to the London Stock Exchange and the Dow Jones News Service, as the case may be. An announcement made otherwise than to the London Stock Exchange and the Dow Jones News Service shall be notified simultaneously the London Stock Exchange and the Dow Jones News Service.
- (d) Without limiting the manner in which Schlumberger Investments may choose to make any public announcement and, subject to Schlumberger Investments' obligations under applicable law (including Rules 14d-4(c) and 14d-6(c) under the Exchange Act relating to Schlumberger Investments' obligations to disseminate promptly public announcements concerning material

changes to the Offer), Schlumberger Investments will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to the London Stock Exchange and the Dow Jones News Service.

3. Rights of withdrawal

- (a) Except as provided by this paragraph 3, acceptances of, and elections under, the Offer shall be irrevocable.
- (b) Sema Securities in respect of which acceptances have been received may be withdrawn pursuant to the procedures set out below at any time from the date of this document until the latest time specified for receipt of acceptances on the last day of the Initial Offer Period and in certain other circumstances described below. Sema Securities in respect of which acceptances have been received during the Initial Offer Period and not validly withdrawn during the Initial Offer Period, and Sema Securities in respect of which acceptances have been received during the Subsequent Offer Period, may not be withdrawn, except in certain limited circumstances described below.
- (c) Schlumberger Investments will only announce that the Acceptance Condition has been satisfied, if all other Conditions are also satisfied, fulfilled or to the extent permitted, waived. If Schlumberger Investments, having announced the Offer to be unconditional, fails to comply by 3.30 p.m. (London time), 10.30 a.m. (New York City time), on the relevant day (as defined in paragraph 2(a) of this Part B) (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements specified in paragraph 2(a) of this Part B, an accepting Sema Securityholder may (unless the Panel agrees otherwise) immediately thereafter withdraw his acceptance of the Offer by written notice, in compliance with paragraphs 3(e) and 3(f) of this Part B (if appropriate), received by hand or by post by the UK Receiving Agent, the US Forwarding Agent or the US Depositary, as appropriate, at the addresses set out at the back of this document. Subject to paragraph 1(b) of this Part B, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by Schlumberger Investments confirming, if that be the case, that the Offer is still unconditional, and complying with the other requirements specified in paragraph 2(a) of this Part B. If any such confirmation is given, the first period of 14 calendar days referred to in paragraph 1(c) of this Part B will run from the date of such confirmation and compliance.
- (d) If a "no extension" statement and/or a "no increase" statement has been withdrawn in accordance with paragraph 1(d) of this Part B, any Sema Securityholder who accepted the Offer after the date of the statement may withdraw his acceptance in the manner referred to in paragraph 3(c) of this Part B not later than the eighth calendar day after the date on which written notice of withdrawal of the statement is posted to Sema Securityholders.
- (e) To be effective, a written notice of withdrawal must be received on a timely basis by the party (either the UK Receiving Agent, the US Forwarding Agent or the US Depositary) to whom the relevant Acceptance Form was originally sent and must specify the name of the person from whom the acceptance was received, the number of Sema Securities to be withdrawn and (if share certificates or Sema ADRs, as the case may be, have been delivered) the name of the registered holder of the relevant Sema Securities, if different from the name of the person from whom the acceptance was received. In this paragraph 3, "written notice" (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Sema Securityholder(s) or his or their agent(s) duly appointed in writing (evidence of whose appointment is produced with the notice in a form reasonably satisfactory to Schlumberger Investments). Notification by telex, e-mail or facsimile transmissions or copies will not be sufficient to constitute written notice. No notice which is postmarked in, or otherwise appears to Schlumberger Investments or its agents to have been sent from, Australia, Canada or Japan will be treated as valid.
- (f) In respect of Sema ADSs, if Sema ADRs have been delivered or otherwise identified to the US Depositary, then, prior to the physical release of such Sema ADRs, the serial numbers shown on such Sema ADRs must be submitted and, unless the Sema ADSs evidenced by such Sema ADRs have been delivered by an Eligible Institution or by means of a Letter of Transmittal, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If interests in Sema ADSs evidenced by Sema ADRs have been delivered pursuant to the procedures for book-entry transfer set out in paragraph 10(c) of this Part B, any notice of withdrawal must specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the

withdrawn Sema ADSs and must otherwise comply with such Book-Entry Transfer Facility's procedures.

- (g) Withdrawals of Sema Securities in respect of which acceptances have been received may not be rescinded (without Schlumberger Investments' consent) and any Sema Securities properly withdrawn and in respect of which valid acceptances have not been received will thereafter be deemed not to be the subject of a valid acceptance for the purposes of the Offer. Withdrawn Sema Securities may be subsequently the subject of a valid acceptance, by following the procedures described in paragraphs 8, 9 or 10 of this Part B, as applicable, at any time whilst the Offer remains open.
- (h) All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by Schlumberger Investments whose determination (except as required by the Panel) will be final and binding. None of Schlumberger Investments, Sema, Lehman Brothers, the US Depositary, the US Forwarding Agent, the UK Receiving Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph (h).

4. Revised offer

- (a) No revision of the Offer is envisaged. However, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms and conditions or in the value or nature of the consideration offered or otherwise) and such revision represents on the date on which it is announced (on such basis as Lehman Brothers may consider appropriate) an improvement or no diminution in the value of the consideration or terms offered compared with the consideration or terms previously offered or in the overall value received and/or retained by a Sema Securityholder (under the Offer or otherwise), the benefit of the revised Offer will, subject to paragraphs 4(b), 4(c), 4(e) and 6 of this Part B, be made available to any Sema Securityholder who has accepted the Offer in its original or any previously revised form(s) (a "previous acceptor"). The acceptance of the Offer by or on behalf of a previous acceptor in its original or any previously revised form(s) shall, subject as provided in paragraphs 4(b), 4(c), 4(e) and 6 of this Part B, be treated as an acceptance of the Offer as so revised and shall also constitute the separate appointment of Schlumberger Investments and each of its directors and Lehman Brothers and each of its directors as his attorney and/or agent with authority:
 - (i) to accept any such revised Offer on behalf of such previous acceptor;
 - (ii) if such revised Offer includes alternative forms of consideration, to make such elections for and/or accept such alternative forms of consideration on his behalf in the proportions such attorney and/or agent in his absolute discretion thinks fit; and
 - (iii) to execute on behalf of and in the name of such previous acceptor all such further documents and take such further actions (if any) as may be required to give effect to such acceptances and/or elections.

In making any such election and/or acceptance, such attorney and/or agent shall take into account the nature of any previous elections or acceptances made by or on behalf of the previous acceptor and such other facts or matters as he may reasonably consider relevant. The attorney and/or agent shall not be liable to any Sema Securityholder or other person in making any such election and/or acceptance or in making any determination in respect thereof.

- (b) The deemed acceptance and/or election referred to in paragraph 4(a) of this Part B shall not apply, and the authorities conferred by that paragraph shall be ineffective, to the extent that a previous acceptor shall lodge with the UK Receiving Agent, the US Forwarding Agent or the US Depositary, as appropriate, within 14 calendar days of the posting of the document containing the revised Offer, an Acceptance Form in which he validly elects to receive the consideration receivable by him under such revised Offer in some other manner.
- (c) The deemed acceptance and/or election referred to in paragraph 4(a) of this Part B shall not apply, and the authorities conferred by that paragraph shall not be exercised if, as a result thereof, the previous acceptor would (on such basis as Lehman Brothers may consider appropriate) thereby receive less in aggregate in consideration under the revised Offer than he would have received in aggregate in consideration as a result of acceptance of the Offer in the form in which it was

previously accepted by him or on his behalf (unless such previous acceptor has previously agreed in writing to receive less in aggregate consideration). The authorities conferred by paragraph 4(a) of this Part B shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph.

- (d) Schlumberger Investments and Lehman Brothers reserve the right to treat an executed Acceptance Form (in respect of the Offer in its original or any previously revised form(s)) which is received (or dated) on or after the announcement of any revised Offer as a valid acceptance of the revised Offer and/or, where applicable, a valid election for or acceptance of any of the alternative forms of consideration. Such acceptances shall constitute an authority in the terms of paragraph 4(a) of this Part B, mutatis mutandis, on behalf of the relevant Sema Securityholder.
- (e) If Schlumberger Investments makes a material change in the terms of the Offer or if it waives a material condition of the Offer, Schlumberger Investments will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following material changes in the terms of the offer, other than a change in price or a change in the percentage of securities sought, will depend upon the facts and circumstances then existing, including the materiality of the changes, but generally will be no less than five US business days. With respect to a change in price or, subject to certain limitations, a change in the percentage of securities sought, a minimum of ten US business days is generally required to allow for adequate dissemination to Sema Securityholders. Any reduction of the Acceptance Condition will be accomplished and announced in the manner described in paragraph 1(f) of this Part B and not in accordance with this paragraph.

5. Acceptances and Purchases

Except as otherwise agreed by the Panel:

- (a) an acceptance of the Offer shall not be treated as valid for the purposes of the Acceptance Condition unless the requirements of Note 4 and, if applicable, Note 6 of Rule 10 of the City Code are satisfied in respect of it;
- (b) a purchase of Sema Securities by Schlumberger Investments or its nominee(s) or, in the case of a Rule 9 offer, any person acting in concert with Schlumberger Investments or its nominee will only be treated as valid for the purposes of the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 of Rule 10 of the City Code are satisfied in respect of it; and
- (c) before the Offer may become unconditional, the UK Receiving Agent must have issued a certificate to Schlumberger Investments or to Lehman Brothers which states the number of Sema Shares (including Sema Shares represented by Sema ADSs) in respect of which acceptances have been received and not validly withdrawn and the number of Sema Securities otherwise acquired, whether before or during the Offer Period, which comply with the provisions of the City Code referred to in this paragraph 5 or which otherwise comply with the requirements of the Panel. Copies of the certificate will be sent to the Panel and to the financial advisers of Sema as soon as possible after issue.

In respect of Sema ADSs validly tendered pursuant to a Letter of Transmittal, Schlumberger Investments shall, insofar as it may determine, be deemed for the purposes of the Acceptance Condition or generally to have agreed to acquire such ADSs and the Sema Shares represented by such Sema ADSs.

6. General

- (a) The Offer will lapse (unless otherwise agreed by the Panel) if the European Commission either initiates proceedings under Article 6(1)(c) of Council Regulation (EEC) 4064/89 (the "Regulation") or makes a referral to a competent authority of the United Kingdom under Article 9(1) of the Regulation and there is then a reference to the Competition Commission, before the later of 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 and the date when the Offer becomes or is declared unconditional as to acceptances.
- (b) Except with the Panel's consent, settlement of the consideration to which any Sema Securityholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer and the City Code without regard to any lien, right of set-off, counterclaim or other analogous right to which Schlumberger Investments and/or Lehman Brothers, may otherwise be, or claim to be,

entitled as against such Sema Securityholder and will (subject to paragraph 7 of this Part B) be effected in the manner described in the letter from Lehman Brothers contained in this document.

- (c) The Offer is made at 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 February 2001 and is capable of acceptance from and after that time. Copies of this document, the Acceptance Forms and any related documents are available from the UK Receiving Agent, the US Forwarding Agent, the US Depository and the Information Agent, at the addresses set out at the back of this document.
- (d) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Acceptance Forms constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Acceptance Forms, unless the context otherwise requires.
- (e) (i) The Offer, all acceptances of it and all elections pursuant to it, the Acceptance Forms, all contracts made pursuant to the Offer, all action taken or made or deemed to be taken or made pursuant to any of these terms and the relationship between a Sema Securityholder and Schlumberger Investments, Lehman Brothers, the UK Receiving Agent, the US Forwarding Agent, or the US Depository shall be governed by and interpreted in accordance with English law.
 - (ii) Execution of an Acceptance Form by or on behalf of a Sema Securityholder will constitute his agreement that the Courts of England are (subject to paragraph 6(e)(iii) of this Part B) to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Offer and the Acceptance Form or otherwise arising in connection with the Offer and the Acceptance Forms, and for such purposes that he irrevocably submits to the jurisdiction of the English Courts. However, the conduct of the Offer is also subject to US federal securities laws.
 - (iii) Execution of the Acceptance Form by or on behalf of an accepting Sema Securityholder will constitute his agreement that the agreement in paragraph 6(e)(ii) of this Part B is included for the benefit of Schlumberger Investments, Lehman Brothers, the UK Receiving Agent, the US Forwarding Agent and the US Depository and accordingly, notwithstanding the exclusive agreement in paragraph 6(e)(ii) of this Part B, Schlumberger Investments, Lehman Brothers, the UK Receiving Agent, the US Forwarding Agent and the US Depository shall each retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the accepting Sema Securityholder irrevocably submits to the jurisdiction of the courts of any such country.
- (f) If the Offer is extended beyond 3.00 p.m. (London time) and 10.00 a.m. (New York City time) on 21 March 2001, any reference in this document and in the Acceptance Form to 21 March 2001 shall, except in Part A of this Appendix I and in the definition of "Offer Period" and in paragraphs 1(a) and 6(a) of this Part B and where the context otherwise requires, be deemed to refer to the expiry date of the Offer as extended.
- (g) Any omission or failure (or decision not) to despatch this document, the Acceptance Forms or any notice required to be despatched under the terms of, or relating to, the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to paragraph 7 of this Part B, the Offer extends to any such person and to all Sema Securityholders to whom this document, the Acceptance Forms and any related documents may not be despatched and who may not receive such documents, and such persons may collect copies of those documents from the UK Receiving Agent, the US Forwarding Agent, the US Depository or the Information Agent at the addresses set out at the back of this document.
- (h) If the Offer lapses or is withdrawn:
 - (i) Acceptance Forms, share certificate(s), Sema ADRs and/or other document(s) of title will be returned by post (or by such other method as the Panel may approve) within 14 calendar days of the Offer lapsing, at the risk of the Sema Securityholder concerned, to the person or agent whose name and address (outside Australia, Canada and Japan) is set out in the relevant box

of the Acceptance Form or, if none is set out, to the first named holder at his registered address (outside Australia, Canada and Japan) or, in the case of Sema ADSs delivered by book-entry transfer into the US Depository's account at a Book-Entry Transfer Facility pursuant to the procedures set forth in paragraph 10(c) of this Part B, such Sema ADSs will be credited within such period to an account maintained at the appropriate Book-Entry Transfer Facility; and

- (ii) the UK Receiving Agent will, immediately after the Offer lapses (or within such longer period as the Panel may permit not exceeding 14 calendar days after the lapsing of the Offer), give instructions to CRESTCo to transfer all Sema Shares held in escrow balances and in relation to which it is the escrow agent for the purposes of the Offer to the original available balances of the Sema Shareholders concerned.
- (i) All powers of attorney, appointments as agent and authorities on the terms conferred by or referred to in this Appendix I or in the Acceptance Forms are given by way of security for the performance of the obligations of the Sema Securityholder concerned and are irrevocable (in respect of powers of attorney in accordance with Section 4 of the Powers of Attorney Act 1971) except in the circumstances where the donor of such power of attorney, appointment or authority is entitled to withdraw his acceptance in accordance with paragraph 3 of this Part B and duly does so.
- (j) Subject to the City Code, without prejudice to any other provisions of this Part B, Schlumberger Investments and Lehman Brothers reserve the right to treat as valid in whole or in part acceptances of the Offer and/or decisions pursuant thereto if received by or on behalf of either of them at any place or places or in any manner determined by either of them otherwise than as set out in this document or in the Acceptance Forms.
- (k) All communications, notices, certificates, Sema ADRs, documents of title and remittances to be delivered by or sent to or from any Sema Securityholders (or their designated agents) will be delivered by or sent to or from them (or their designated agents) at their risk. No acknowledgement of receipt of any Acceptance Forms, transfer by means of CREST, communication, notice, share certificate(s), Sema ADR(s) and/or other document(s) of title will be given by or on behalf of Schlumberger Investments.
- (l) Schlumberger Investments and Lehman Brothers reserve the right to notify any matter (including the making of the Offer) to all or any Sema Securityholder(s):
 - (i) with registered addresses outside the UK and the US; or
 - (ii) whom Schlumberger Investments or Lehman Brothers know to be nominees, trustees or custodians for such Sema Securityholder(s) with registered addresses outside the UK and the US,by announcement in the UK to the London Stock Exchange and in the US to the Dow Jones News Service or in any other appropriate manner or by paid advertisement in any daily newspaper published and circulated in the UK and the US, or any parts thereof, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any such Sema Securityholder to receive or see such notice. All references in this document to a notice or the provision of information in writing by or on behalf of Schlumberger Investments shall be construed accordingly. No such document will be sent to an address in Australia, Canada or Japan.
- (m) If all of the Conditions are either satisfied, fulfilled or, to the extent permitted, waived and if Schlumberger Investments has acquired or contracted to acquire, pursuant to the Offer or otherwise, sufficient Sema Shares, Schlumberger Investments intends to apply the provisions of sections 428 to 430F of the Act to acquire compulsorily any outstanding Sema Shares (including any represented by Sema ADSs).
- (n) When the Offer becomes or is declared unconditional in all respects, Schlumberger Investments intends to procure the making of an application by Sema for the removal of Sema Shares from the Official List and for the cancellation of trading in Sema Shares on the London Stock Exchange's market for listed securities. It is anticipated that cancellation of listing and trading will take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. Schlumberger Investments would also intend to procure that Sema applies for de-listing of the Sema Securities from Nasdaq and from Euronext Paris.

- (o) If the Panel requires Schlumberger Investments to make an offer for Sema Securities under the provisions of Rule 9 of the City Code, Schlumberger Investments may make such alterations to the conditions of the Offer, including the Acceptance Condition, as are necessary to comply with the provisions of that Rule.
- (p) All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date of this document).
- (q) In relation to any acceptance of the Offer in respect of a holding of Sema Securities which are in uncertificated form, Schlumberger Investments reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the City Code or are otherwise made with the Panel's consent.
- (r) References in paragraphs 8, 9 and 10 of this Part B to a Sema Securityholder, a holder of Sema Shares and a holder of Sema ADSs will include references to the person or persons executing the Acceptance Form(s) and in the event of one or more than one such person executing as Acceptance Form, such provisions shall apply to them jointly.

7. Overseas shareholders

- (a) The making of the Offer in, or to certain persons resident in, or nationals or citizens of, jurisdictions outside the United Kingdom or the United States or to their nominees or trustees may be prohibited or affected by the laws of the relevant jurisdiction. Sema Securityholders who are persons, citizens, residents or nationals of jurisdictions outside the United Kingdom and the United States should inform themselves about and observe any applicable legal requirements. It is the responsibility of such Sema Securityholders wishing to accept the Offer to satisfy themselves as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer. This includes the obtaining of any governmental, exchange control or other consents which may be required, compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes due in that jurisdiction. Any such Sema Securityholder will be responsible for any such issue, transfer or other taxes or other duties or payments by whomsoever payable and Schlumberger Investments, Lehman Brothers and any persons acting on their behalf shall be fully indemnified and held harmless by any Sema Securityholder for whom Schlumberger Investments or Lehman Brothers (and any persons acting on their behalf) are required to pay any issue, transfer or other taxes or duties.
- (b) The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan or by use of the mails of, or by any means or instrumentality of interstate or foreign commerce of, or of any facility of a national securities exchange of Australia, Canada or Japan. This includes, but is not limited to, facsimile transmission, e-mail, telex and telephone. Accordingly, copies of this document, the Acceptance Forms, and any related offering documents are not being, and must not be, mailed or otherwise distributed or sent in, into or from Australia, Canada or Japan.

Persons receiving such documents (including, without limitation, custodians, trustees and nominees) must not mail, forward, or distribute or send them, directly or indirectly, in, into or from Australia, Canada or Japan or use Australian, Canadian or Japanese mails or any such means or instrumentality or facility for any purpose, directly or indirectly, in connection with the Offer. Doing so may invalidate any purported acceptance of the Offer. Persons wishing to accept the Offer must not use such mails or any such means or instrumentality or facility directly or indirectly for any purpose directly or indirectly related to acceptance of the Offer or such election.

Envelopes containing an Acceptance Form in respect of the Offer should not be postmarked in Australia, Canada or Japan or otherwise despatched from those jurisdictions and all accepting Sema Securityholders must provide addresses outside Australia, Canada or Japan for the receipt of the consideration to which they are entitled under the Offer, or for the return of the Acceptance Forms and/or other document(s) of title.

- (c) A Sema Securityholder may be deemed not to have validly accepted the Offer or not to have made a valid election thereunder if:
 - (i) he can not give the representations and warranties set out in paragraphs 9(b) and/or 10(i)(ii)(d) (as applicable) of this Part B of Appendix I;

- (ii) he completes the relevant box of the Acceptance Form with an address in Australia, Canada or Japan or has a registered address in Australia, Canada or Japan and in either case he does not insert in the relevant box of the Acceptance Form the name and address of a person or agent outside Australia, Canada or Japan to whom he wishes the consideration to which he is entitled under the Offer and/or any documents to be sent;
- (iii) he inserts in the relevant box of the Acceptance Form the name and address of a person or agent in Australia, Canada or Japan to whom he wishes the consideration to which he is entitled under the Offer and/or any documents to be sent; or
- (iv) in any case, the Acceptance Form received from him is received in an envelope postmarked in, or which otherwise appears to Schlumberger Investments or its agent to have been sent from Australia, Canada or Japan.

Schlumberger Investments reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraphs 9(b) or 10(i)(ii)(d) of this Part B of Appendix I could have been truthfully given by the relevant Sema Securityholder and, if such investigation is made and, as a result, Schlumberger Investments cannot satisfy itself that such representation and warranty was true and correct, the acceptance shall not be valid.

- (d) If, in connection with the making of the Offer, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Acceptance Forms or any related offering documents, in, into or from Australia, Canada or Japan or uses the mails of, or any means or instrumentality (including without limitation, facsimile or electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facility of a national securities exchange of, Australia, Canada or Japan in connection with such forwarding, such person should:
 - (i) inform the recipient of such fact;
 - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
 - (iii) draw the attention of the recipient to this paragraph 7.

- (e) If any written notice from a Sema Securityholder withdrawing his acceptance in accordance with paragraph 3 of this Part B of Appendix I is received in an envelope postmarked in, or which otherwise appears to Schlumberger Investments or its agents to have been sent from Australia, Canada or Japan, Schlumberger Investments reserves the right in its absolute discretion to treat that notice as invalid.

- (f) These provisions and any other terms of the Offer relating to overseas holders of Sema Securities may be waived, varied or modified as regards specific Sema Securityholders or on a general basis by Schlumberger Investments in its absolute discretion. Subject thereto, the provisions of this paragraph 7 supersede any terms of the Offer inconsistent with them. References in this paragraph 7 to a Sema Securityholder include references to the person or persons executing an Acceptance Form and, if more than one person executes the Acceptance Forms, the provisions of this paragraph 7 shall apply to them jointly and severally.

Any acceptance of the Offer by Sema Securityholders who are unable to give the representations and warranties set out in paragraphs 9(b) and/or 10(i)(ii)(d), as applicable, of this Appendix I is liable to be disregarded.

8. Procedures for tendering Sema Shares

- (a) Holders of Sema Shares will have received with this document a Form of Acceptance. This section should be read together with the Form of Acceptance. The provisions of this section shall be deemed to be incorporated in, and to form a part of, the Form of Acceptance. The instructions printed on the Form of Acceptance shall be deemed to form part of the terms of the Offer.

If a holder of Sema Shares holds Sema Shares in both certificated and uncertificated form, he should complete a separate Form of Acceptance for each holding. Similarly, such holder should complete a separate Form of Acceptance for Sema Shares held in uncertificated form, but under different member account IDs, and for Sema Shares held in certificated form, but under different designations.

- (b) To accept the Offer, any Sema Shareholder, including any person in the US who holds Sema Shares, wishing to accept the Offer in respect of all or any portion of such holder's Sema Shares, should complete Boxes 1 and 4, sign Box 3 in accordance with the instructions printed on it, if applicable, complete Boxes 2, 6 and 7 and, if such holder's Sema Shares are in CREST, Box 5. All Sema Shareholders who are individuals should sign the Form of Acceptance in the presence of a witness, who should also sign Box 3 in accordance with the instructions printed on it. Unless witnessed, an acceptance will not be valid.
- (c) An accepting Sema Shareholder should return the completed, signed and witnessed (if applicable) Form(s) of Acceptance, whether or not such Sema Shares are in CREST, to the UK Receiving Agent or, if in the United States, to the US Forwarding Agent. The completed Form(s) of Acceptance, together, if such holder's Sema Shares are in certificated form, with his share certificate(s) and/or other document(s) of title, must be lodged with the UK Receiving Agent or the US Forwarding Agent (if such accepting Sema Shareholder is in the United States), as soon as possible, but in any event so as to arrive not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. If you have any questions as to how to complete the Form(s) of Acceptance, please contact the UK Receiving Agent or the US Forwarding Agent at the addresses and numbers set out at the back of this document.

A person in the US who holds Sema Shares may submit the Form of Acceptance, together with his share certificate(s) and/or other document(s) of title, to the US Forwarding Agent, who will receive such Form(s) of Acceptance and certificate(s) and/or other document(s) of title on behalf of the UK Receiving Agent. A Form of Acceptance contained in an envelope postmarked in Australia, Canada or Japan or otherwise appearing to Schlumberger Investments or its agents to have been sent from Australia, Canada or Japan may be rejected as invalid.

- (d) If Sema Shares are in uncertificated form, the holder should insert in Box 5 of the Form of Acceptance the participant ID and member account ID under which such Sema Shares are held by him in CREST and otherwise complete and return the Form of Acceptance as described above. In addition, such holders should take (or procure to be taken) the action set out below to transfer the Sema Shares in respect of which he wishes to accept the Offer to an escrow balance, specifying the UK Receiving Agent (in its capacity as a CREST participant under the participant ID referred to below) as the escrow agent, as soon as possible, but in any event so that the transfer to escrow settles not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.
- (e) If the Sema Shareholder is a CREST sponsored member, he should refer to his CREST sponsor before taking any action. Such holder's sponsor will be able to confirm details of his participant ID and the member account ID under which his Sema Shares are held. In addition, only his CREST sponsor will be able to send the TTE Instruction to CRESTCo in relation to his Sema Shares.
- (f) The holder of such Sema Shares should send (or, if he is a CREST sponsored member, procure that his CREST sponsor sends) a TTE Instruction to CRESTCo which must be properly authenticated in accordance with CRESTCo's specifications and which must contain, in addition to the other information that is required for a TTE Instruction to settle in CREST, the following details:
- (i) the number of Sema Shares to be transferred to an escrow balance;
 - (ii) the member account ID of such Sema Shareholder. This must be the same member account ID as the member account ID that is inserted in Box 5 of the Form of Acceptance;
 - (iii) the participant ID of such Sema Shareholder. This must be the same participant ID as the participant ID that is inserted in Box 5 of the Form of Acceptance;
 - (iv) the participant ID of the escrow agent (the UK Receiving Agent in its capacity as a CREST receiving agent). This is 3RA09;
 - (v) the member account ID of the escrow agent. This is SEMA;
 - (vi) the Form of Acceptance reference number. This is the Form of Acceptance reference number that appears next to Box 5 on page 3 of the Form of Acceptance. This reference number should be inserted in the first eight characters of the shared note field on the TTE Instruction. Such insertion will enable the UK Receiving Agent to match the transfer to escrow to your Form of Acceptance. The holder of such shares should keep a separate record of this Form of Acceptance reference number for future reference;

- (vii) the intended settlement date. This should be as soon as possible and in any event not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001;
 - (viii) the Corporate Action Number for the Offer. This is allocated by CRESTCo and can be found by viewing the relevant Corporate Action Details in CREST; and
 - (ix) input with Standard Delivery instruction of 80.
- (g) After settlement of the TTE Instruction, such Sema Shareholder will not be able to access the Sema Shares concerned in CREST for any transaction or charging purposes. If all of the conditions are either satisfied, fulfilled or, to the extent permitted, waived, the escrow agent will transfer the Sema Shares concerned to itself in accordance with paragraph 9(d) (i) of Part B of this Appendix.
- (h) Such Sema Shareholder is recommended to refer to the CREST Manual published by CRESTCo for further information on the CREST procedures outlined above. For ease of processing, such holder is requested, wherever possible, to ensure that a Form of Acceptance relates to only one transfer to escrow.
- (i) If no Form of Acceptance reference number, or an incorrect Form of Acceptance reference number, is included on the TTE Instruction, Schlumberger Investments may treat any amount of Sema Shares transferred to an escrow balance in favour of the escrow agent specified above from the participant ID and member account ID identified in the TTE Instruction as relating to any Form(s) of Acceptance which relate(s) to the same member account ID and participant ID (up to the amount of Sema Shares inserted or deemed to be inserted on the Form(s) of Acceptance concerned).
- (j) Such Sema Shareholder should note that CRESTCo does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. Such holder should therefore ensure that all necessary action is taken by him (or by his CREST sponsor) to enable a TTE Instruction relating to his Sema Shares to settle prior to 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. In this connection such holder is referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- (k) Schlumberger Investments will make an appropriate announcement if any of the details contained in this paragraph 8 alter for any reason.
- (l) Normal CREST procedures (including timings) apply in relation to any Sema Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Sema Shares or otherwise). Sema Shareholders who are proposing so to convert any Sema Shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the Sema Shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of share certificate(s) and/or other document(s) of title or transfers to an escrow balance as described above) prior to 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.
- (m) If the share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, the Form of Acceptance should nevertheless be completed, signed and sent as stated above to the UK Receiving Agent or the US Forwarding Agent so as to be received as soon as possible, but in any event no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001, together with any share certificate(s) and/or other document(s) of title that is/are available, accompanied by a letter stating that the balance will follow or that the accepting holder has lost one or more of his share certificate(s) and/or other documents of title. If the share certificate(s) and/or other document(s) of title are lost, the accepting holder should request the registrar of Sema (IRG plc, Bourne House, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom) to send him a letter of indemnity for completion in accordance with the instructions given. When completed, the letter of indemnity must be lodged with the UK Receiving Agent or the US Forwarding Agent, in accordance with the instructions given, in support of the Form of Acceptance. Schlumberger Investments may treat as invalid, to the extent that it so determines in its absolute discretion, any acceptance from the depositary for the Sema ADSs which Schlumberger Investments has reason to believe has not been properly authorised by the relevant ADS holder and/or is inconsistent with any acceptance received from an ADS holder.

9. Form of Acceptance for Sema Shareholders

Each holder of Sema Shares who executes and lodges or has executed and lodged on his behalf a Form of Acceptance with the UK Receiving Agent or the US Forwarding Agent, subject to the rights of withdrawal set out in this document, irrevocably (and so as to bind himself, his heirs, successors and assigns and his personal or legal representatives):

- (a) (i) accepts the Offer in respect of the number of Sema Shares inserted or deemed to be inserted in Box 1 of the Form of Acceptance; and
 - (ii) agrees to execute any further documents and give any further assurances which may be required to enable Schlumberger Investments to obtain the full benefit of paragraph 8 and paragraph 9 of this Part B and/or to perfect any of the authorities expressed to be given hereunder,in each case on and subject to the terms and conditions set out or referred to in this document and the Form of Acceptance;
- (b) represents and warrants to Schlumberger Investments and Lehman Brothers and the UK Receiving Agent or the US Forwarding Agent, as the case may be, that, unless "NO" is put in Box 6 of the Form of Acceptance:
 - (i) he has not received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into or from Australia, Canada or Japan;
 - (ii) he has not used in connection with the Offer or the execution or delivery of the Form of Acceptance, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, e-mail, facsimile transmission, telex and telephone) of interstate or foreign commerce of, or any facility of a national securities exchange of Australia, Canada or Japan;
 - (iii) he is accepting the Offer from outside Australia, Canada or Japan; and
 - (iv) he is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside Australia, Canada or Japan;
- (c) appoints any director of, or any person authorised by, Schlumberger Investments or Lehman Brothers as his agent and/or attorney (subject to the Offer becoming unconditional in all respects and him not having validly withdrawn his acceptance) with an irrevocable instruction and authorisation to:
 - (i) complete and execute all or any form(s) of transfer, renunciation or other document(s) in relation to the Sema Shares referred to in paragraph 9(a)(i) of this Part B in favour of Schlumberger Investments or as Schlumberger Investments or its agents may direct;
 - (ii) deliver all or any form(s) of transfer, renunciation and/or other document with any certificate or other document of title for registration within six months of the Offer becoming unconditional in all respects; and
 - (iii) take any other action as the agent and/or attorney may think necessary or expedient in connection with his acceptance of the Offer and to vest in Schlumberger Investments (or as it may direct) the Sema Shares referred to in paragraph 9(a)(i) of this Part B;
- (d) undertakes that the execution of the Form of Acceptance and its delivery to the UK Receiving Agent or the US Forwarding Agent, as the case may be, constitutes an irrevocable appointment of the UK Receiving Agent as his agent and/or attorney and an irrevocable instruction and authority to the agent/attorney:
 - (i) subject to the Offer becoming unconditional in all respects and him not having validly withdrawn his acceptance, to transfer to Schlumberger Investments (or to such other person or persons as Schlumberger Investments or its agent may direct) by means of CREST all or any of the Relevant Sema Shares (but not exceeding the number of Sema Shares in respect of which the Offer is accepted or deemed to be accepted); and
 - (ii) if the Offer does not become unconditional in all respects, to give instructions to CRESTCo immediately after the Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Offer lapsing) to transfer all Relevant Sema Shares to the original available balance of the accepting Sema Shareholder.

In this paragraph, "Relevant Sema Shares" means uncertificated Sema Shares in respect of which a transfer or transfers to escrow has or have been effected in accordance with the procedures described in the letter from Lehman Brothers and paragraph 8 of this Part B and where the transfer or transfers to escrow has or have been made in respect of Sema Shares held under the same member account ID and participant ID as the member account ID and participant ID relating to the relevant Form of Acceptance (but irrespective of whether or not any Form of Acceptance reference number, or a Form of Acceptance reference number corresponding to that appearing on the relevant Form of Acceptance, was included in the relevant transfer to escrow instruction);

(e) authorises and requests (subject to the Offer becoming unconditional in all respects and him not having validly withdrawn his acceptance):

(i) Sema or its agents to procure the registration of the transfer of the Sema Shares referred to in paragraph 9(a)(i) of this Part B and, in respect of Sema Shares that are in certificated form, the delivery of the share certificate(s) and other document(s) of title in respect of the Sema Shares to Schlumberger Investments or as it may direct;

(ii) if the Sema Shares referred to in paragraph 9(a)(i) of this Part B are in certificated form, to Schlumberger Investments or its agents to procure the despatch by post (or by such other method as may be approved by the Panel) of the consideration to which he is entitled under the Offer at his risk to the person or agent whose name and address is set out in Box 7 of the Form of Acceptance or, if no person or agent's name and address is set out, to the first named holder at his registered address;

(iii) if the Sema Shares referred to in paragraph 9(a)(i) of this Part B are in uncertificated form, to Schlumberger Investments or its agents to ensure that an assured payment obligation is created in favour of the Sema Shareholder's payment bank in accordance with the CREST assured payment arrangements in respect of any cash consideration to which that shareholder is entitled; and

(iv) Schlumberger Investments, Sema or their respective agents to record and act on any instructions with regard to payments or notices which have been entered in the records of Sema in respect of his holding of Sema Shares;

(f) agrees that:

(i) Schlumberger Investments may decide to despatch all or part of the consideration payable to a Sema Shareholder whose Sema Shares are in uncertificated form in accordance with paragraph 9(e)(ii) of this Part B; and

(ii) the consideration payable to a shareholder whose Sema Shares are in uncertificated form will be despatched in accordance with paragraph 9(e)(ii) of this Part B if the shareholder is a CREST member whose registered address is in Australia, Canada or Japan;

(g) gives authority to any director of, or person authorised by, Schlumberger Investments or Lehman Brothers within the terms of paragraph 6 of this Part B;

(h) subject to the Offer becoming unconditional in all respects and him not having validly withdrawn his acceptance (or if the Offer will become unconditional in all respects or lapse on the outcome of the resolution in question or if the Panel gives its consent) and pending registration:

(i) authorises Schlumberger Investments or its agent to direct the exercise of any votes and any other rights and privileges (including the right to requisition the convening of a general or separate class meeting of Sema) attaching to the Sema Shares referred to in paragraph 9(a)(i) of Part B of this Appendix;

(ii) authorises Sema or its agent to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Sema to Schlumberger Investments, care of the UK Receiving Agent;

(iii) authorises any director of, or person authorised by, Schlumberger Investments or Lehman Brothers to sign any document and do such things as may in the opinion of that agent and/or attorney seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Sema Shares held by him (including, without limitation, signing any consent to short notice of a general or separate class meeting as his agent and/or attorney and on his behalf and executing a form of proxy appointing any person nominated

by Schlumberger Investments to attend general and separate class meetings of Sema and attending any such meeting and exercising the votes attaching to the Sema Shares referred to in paragraph 9(a)(i) of this Part B on his behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Offer); and

- (iv) agrees not to exercise any such rights without the consent of Schlumberger Investments and irrevocably undertakes not to appoint a proxy for or to attend such general or separate class meetings of Sema.

This authority will cease to be valid if the acceptance is validly withdrawn in accordance with paragraph 3 of this Part B;

- (i) agrees that he will deliver to the UK Receiving Agent or the US Forwarding Agent, or procure the delivery to the UK Receiving Agent or the US Forwarding Agent of, his certificate(s) and/or other document(s) of title in respect of those Sema Shares referred to in paragraph 9(a)(i) of this Part B that are in certificated form, or an indemnity acceptable to Schlumberger Investments, as soon as possible and in any event within two months of the Offer becoming unconditional in all respects;
- (j) agrees that he will take (or procure to be taken) the necessary action to transfer all those Sema Shares referred to in paragraph 9(a)(i) of this Part B that are in uncertificated form to an escrow balance as soon as possible and in any event so that the transfer to escrow settles within two months of the Offer becoming unconditional in all respects;
- (k) agrees that if for any reason any Sema Shares in respect of which a transfer to an escrow balance has been effected are converted to certificated form, he will immediately deliver or ensure the immediate delivery of the share certificates or other documents of title in respect of all those Sema Shares that are converted to the UK Receiving Agent or the US Forwarding Agent at the relevant address set out at the back of this document;
- (l) agrees that the creation of an assured payment obligation in favour of his payment bank in accordance with the CREST assured payment arrangements as referred to in paragraph 9(e)(iii) of this Part B will, to the extent of the obligation so created, discharge fully any obligation of Schlumberger Investments or Lehman Brothers to pay to him the cash consideration to which he is entitled under the Offer;
- (m) agrees that he will do everything necessary or expedient to vest in Schlumberger Investments or its nominees or such other persons as it may decide the Sema Shares referred to in paragraph 9(a)(i) of this Part B and to enable the UK Receiving Agent to perform its functions as escrow agent for the purposes of the Offer;
- (n) agrees to ratify everything which may be done or effected by any director of, or person authorised by, Schlumberger Investments, Lehman Brothers, the UK Receiving Agent or the US Forwarding Agent in exercise of any of the powers and/or authorities under Part B of this Appendix;
- (o) agrees that, if any provision of Part B of this Appendix will be unenforceable or invalid or will not operate so as to afford Schlumberger Investments, Lehman Brothers, the UK Receiving Agent or the US Forwarding Agent or any of their respective directors or persons authorised by them, the benefit of the authority expressed to be given in Part B of this Appendix, he will, with all practicable speed, do everything that may be required or desirable to enable Schlumberger Investments, Lehman Brothers, the UK Receiving Agent and the US Forwarding Agent and any of their respective directors or persons authorised by them to secure the full benefit of Part B of this Appendix;
- (p) represents and warrants that he is entitled to sell and transfer the beneficial ownership of the Sema Shares referred to in paragraph 9(a)(i) of this Part B and that such shares are sold fully paid and free from all liens, equities, charges, encumbrances and other third party rights and interests of any nature whatsoever and together with all rights attaching to them on or after 12 February 2001 including, without limitation, voting rights and the right to receive all dividends and other distributions declared, paid or made on or after that date;
- (q) agrees that the terms and conditions of the Offer are deemed to be incorporated in, and form part of, the Form of Acceptance;
- (r) agrees that, on execution, the Form of Acceptance takes effect as a deed;

- (s) agrees that the execution of the Form of Acceptance constitutes his agreement to the terms of paragraphs 6(e) (i), (ii) and (iii) of this Part B;
- (t) agrees and acknowledges that he is not a customer (as defined in the rules of The Securities and Futures Authority Limited) of Lehman Brothers, Morgan Stanley Dean Witter or Schroder Salomon Smith Barney in connection with the Offer; and
- (u) if he is a US holder, certifies that he is not subject to back up withholding tax by completing a Substitute Form W-9, or, if the holder is a non-resident alien or foreign entity for US federal income tax purposes, agrees to establish an exemption from certain US federal information return reporting and back up withholding requirements by completing a Form W-8 Certificate of Foreign Status which is available from the US Internal Revenue Service.

A reference in this paragraph 9 to a holder of Sema Shares includes a reference to the person or persons executing the Form of Acceptance and in the event of more than one person executing a Form of Acceptance, the provisions of this paragraph 9 will apply to them jointly and to each of them.

10. Procedures for acceptance by Sema ADS holders

(a) Letter of Transmittal/Notice of Guaranteed Delivery

If you are a holder of Sema ADSs evidenced by Sema ADRs, you will have also received a Letter of Transmittal and a Notice of Guaranteed Delivery for use in connection with the Offer. This section should be read together with the instructions on the Letter of Transmittal. The provisions of this paragraph 10 shall be deemed to be incorporated in, and form a part of, the relevant Letter of Transmittal. The instructions printed on the relevant Letter of Transmittal shall be deemed to form part of the terms of the Offer.

(b) Valid acceptance

For a holder of Sema ADSs evidenced by Sema ADRs to validly accept the Offer, either:

- (i) a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message, and any other documents required by the Letter of Transmittal, must be received by the US Depository at its address as set out at the back of this document and either the Sema ADRs evidencing such Sema ADSs must be received by the US Depository at such address or such Sema ADRs evidencing such Sema ADSs must be delivered pursuant to the procedure for book-entry transfer set forth below (and a Book-Entry Confirmation received by the US Depository in accordance with such procedures); or
- (ii) such holder must comply with the Guaranteed Delivery Procedures set out in paragraph 10(h) below.

The Offer in respect of Sema ADSs evidenced by Sema ADRs shall be validly accepted by (i) delivery of a Letter of Transmittal, the relevant Sema ADRs evidencing Sema ADSs and other required documents to the US Depository by a holder of Sema ADSs (without any further action by the US Depository) subject to the terms and conditions set out in this document and the Letter of Transmittal or (ii) completion of the book-entry transfer procedures described below. The acceptance of the Offer by a holder of Sema ADSs evidenced by Sema ADRs pursuant to the procedures described above, subject to the withdrawal rights described below, will be deemed to constitute a binding agreement between such holder of Sema ADSs and Schlumberger Investments upon the terms and subject to the conditions of the Offer. If a holder of Sema ADSs validly accepts the Offer in respect of a Sema ADS, the Sema Shares represented by such Sema ADS may not be tendered independently. A Letter of Transmittal and other required documents contained in an envelope postmarked in Canada, Australia or Japan or otherwise appearing to Schlumberger Investments or its agents to have been sent from Canada, Australia or Japan may be rejected as invalid. By delivery of a Letter of Transmittal to the US Depository in respect of Sema ADSs, the holder of such Sema ADSs agrees not to instruct the depository for the Sema ADSs to accept the Offer in respect of the Sema Shares represented by such Sema ADSs.

(c) Book-entry transfer

The US Depository will establish an account at each of the Book-Entry Transfer Facilities with respect to interests in Sema ADSs evidenced by Sema ADRs held in book-entry form for the purposes of the

Offer within two business days from the date of this document. Any financial institution that is a participant in any of the Book-Entry Transfer Facility's systems may make book-entry delivery of interests in Sema ADSs by causing a Book-Entry Transfer Facility to transfer such interests in Sema ADSs into the US Depository's account at such Book-Entry Transfer Facility in accordance with that Book-Entry Transfer Facility's procedures for such transfer.

Although delivery of interests in Sema ADSs evidenced by Sema ADRs may be effected through book-entry transfer into the US Depository's account at a Book-Entry Transfer Facility, either:

- (i) the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees; or
- (ii) an Agent's Message (as defined below),

and, in either case, any other required documents, must in any case be transmitted to, and received by, the US Depository at the address set out at the back of this document before Sema ADSs evidenced by Sema ADRs will be either counted as a valid acceptance, or purchased, or such holder must comply with the Guaranteed Delivery Procedures described below. Delivery of documents to a Book-Entry Transfer Facility does not constitute delivery to the US Depository. The term "Agent's Message" means a message transmitted by a Book-Entry Transfer Facility to, and received by, the US Depository and forming part of a Book-Entry Confirmation that states that such Book-Entry Transfer Facility has received an express acknowledgement from the participant in such Book-Entry Transfer Facility accepting the Offer in respect of the interests in Sema ADSs that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Schlumberger Investments may enforce such agreement against the participant.

(d) Method of delivery

The method of delivery of Sema ADRs, Letters of Transmittal and all other required documents is at the option and risk of the accepting holder of Sema ADSs. Sema ADSs will be deemed delivered only when the Sema ADRs representing such Sema ADSs are actually received by the US Depository (including in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery. No acknowledgement of receipt of documents will be given by, or on behalf of, Schlumberger Investments.

(e) Signature guarantees

No signature guarantee is required on the Letter of Transmittal if:

- (i) the Letter of Transmittal is signed by the registered holder of the Sema ADSs tendered therewith and such registered holder has not completed either the Box entitled "Special Delivery Instructions" or the Box entitled "Special Payment Instructions" in the Letter of Transmittal; or
- (ii) such Sema ADSs are tendered for the account of an Eligible Institution.

In all other cases, all signatures on Letters of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal.

(f) Sema ADSs and ADRs

If the Sema ADSs are registered in the name of a person other than the person who signs the Letter of Transmittal, then the tendered Sema ADRs must be endorsed or accompanied by appropriate stock powers, signed exactly as the name or names of the registered owner or owners appear on the Sema ADRs, with the signatures on the Sema ADRs or stock powers guaranteed as aforesaid. See Instruction 5 to the Letter of Transmittal.

(g) Partial acceptances (not applicable to book-entry Sema Securityholders)

If fewer than all of the Sema ADSs evidenced by any Sema ADRs delivered to the US Depository are to be tendered, the holder thereof should so indicate in the Letter of Transmittal by filling in the number of Sema ADSs which are tendered in the Box entitled "Number of ADSs Tendered". In such case, a new Sema ADR for the remainder of the Sema ADSs represented by the former Sema ADR will be sent to the person(s) signing such Letter of Transmittal (or as such person properly indicates thereon) as

promptly as practicable following the date the tendered Sema ADSs are purchased. All Sema ADSs delivered to the US Depository will be deemed to have been tendered unless otherwise indicated. See Instruction 4 to the Letter of Transmittal. In the case of partial tenders, Sema ADSs not tendered will not be reissued to a person other than the registered holder.

(h) Guaranteed delivery procedures

- (i) If a holder of Sema ADSs evidenced by Sema ADRs wishes to tender Sema ADSs pursuant to the Offer and the Sema ADRs evidencing such Sema ADSs are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach the US Depository prior to the expiry of the Subsequent Offer Period, such holder's tender of Sema ADSs may be effected if all of the following conditions are satisfied (the "Guaranteed Delivery Procedures"):
- (a) such tender is made by or through an Eligible Institution;
 - (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Schlumberger Investments is received by the US Depository, as provided below, prior to the expiry of the Subsequent Offer Period; and
 - (c) the Sema ADRs evidencing all tendered Sema ADSs (or, in the case of Sema ADSs held in book-entry form, timely confirmation of the book-entry transfer of such interests in Sema ADSs into the US Depository's account at a Book-Entry Transfer Facility as described above) together with a properly completed and duly executed Letter of Transmittal with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message and any other documents required by the Letter of Transmittal, are received by the US Depository within three New York Stock Exchange business days after the date of execution of such Notice of Guaranteed Delivery.
- (ii) The Notice of Guaranteed Delivery may be delivered by hand, transmitted by facsimile transmission or mailed to the US Depository and must include a signature guarantee by an Eligible Institution in the form set out in such Notice of Guaranteed Delivery.
- (iii) Receipt of a Notice of Guaranteed Delivery will not be treated as a valid acceptance for the purpose of satisfying the Acceptance Condition. To be counted towards satisfaction of this requirement, prior to the expiration of the Initial Offer Period, the Sema ADRs evidencing Sema ADSs referred to in the Notice of Guaranteed Delivery must be received by the US Depository (or, in the case of interests in Sema ADSs evidenced by Sema ADRs held in book-entry form, timely confirmation of a book-entry transfer of such interests in Sema ADSs into the US Depository's account at a Book-Entry Transfer Facility pursuant to the procedures set out above) together with a duly executed Letter of Transmittal with any required signature guarantees (or, in the case of a book-entry transfer an Agent's Message) and any other required documents.

(i) Other requirements

By executing the Letter of Transmittal as set out above, the holder of Sema ADSs in respect to which the Offer has been accepted will agree that, effective from and after the date all conditions are either satisfied, fulfilled or, to the extent permitted, waived:

- (i) Schlumberger Investments or its agents shall be entitled to direct the exercise of any votes attaching to any Sema Shares represented by Sema ADSs, in respect of which the Offer has been accepted or is deemed to have been accepted (the "Accepted ADSs") and any other rights and privileges attaching to such Sema Shares, including any right to requisition a general meeting of Sema or any class of its shareholders;
- (ii) the execution of the Letter of Transmittal (together with any signature guarantees) and its delivery to the US Depository or the completion of the book-entry transfer procedures shall constitute:
 - (a) an authority to Sema or its agents from the holder of Accepted ADSs to send any notice, circular, warrant, document or other communication that may be required to be sent to him as a holder of Sema ADSs, to Schlumberger Investments at the office of the UK Receiving Agent;

- (b) an authority to Schlumberger Investments or its agent to sign any consent to short notice of a general meeting or separate class meeting on behalf of the holder of Accepted ADSs and/or to execute a form of proxy in respect of such Accepted ADSs appointing any person nominated by Schlumberger Investments to attend general meetings and separate class meetings of Sema and any adjournment thereof and to exercise the votes attaching to the Sema Shares represented by such Accepted ADSs on his behalf;
- (c) the agreement of such holder of Accepted ADSs not to exercise any of such rights without the consent of Schlumberger Investments and the irrevocable undertaking of such holder of Accepted ADSs not to appoint a proxy for or to attend any such general meetings or separate class meetings;
- (d) a representation and warranty that such Sema Securityholder (i) has not received or sent copies or originals of this document or any Letter of Transmittal or any related documents in, into or from, Australia, Canada or Japan; (ii) has not used in connection with the Offer or the execution or delivery of the Letter of Transmittal, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, e-mail, facsimile transmission, telex and telephone) of interstate or foreign commerce of, or any facility of a national securities exchange of Australia, Canada or Japan; (iii) is accepting the Offer from outside Australia, Canada or Japan; and (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside Australia, Canada or Japan; and
- (e) confirmation that such Sema Securityholder is entitled to sell and transfer the beneficial ownership of the Accepted ADSs and that such Accepted ADSs are sold fully paid and free from all liens, equitable interests, charges, and encumbrances and together with all rights attaching thereto including voting rights and the right to all dividends and other distributions declared, paid or made; and
- (f) the execution of the Letter of Transmittal (together with any signature guarantees) and its delivery to the US Depository (or the completion of the book-entry transfer procedures) shall constitute an authority to any director of Schlumberger Investments or Lehman Brothers and to Schlumberger Investments or Lehman Brothers and/or their respective agents in accordance with the terms of paragraph 4 of this Part B.

References in this paragraph 10 to a Sema Securityholder shall include references to the person or persons executing a Letter of Transmittal and in the event of more than one person executing a Letter of Transmittal the provisions of this Part B shall apply to them jointly and to each of them.

11. Currency of cash consideration

Instead of receiving cash consideration in pounds sterling, Sema Securityholders who so wish may elect to receive US dollars on the basis that the cash amount payable in pounds sterling to which such holder would otherwise be entitled pursuant to the terms of the Offer will be converted, without charge, from pounds sterling to US dollars at the exchange rate obtainable on the spot market in London at approximately noon (London time) on the date the cash consideration is made available by Schlumberger Investments to the relevant payment agent (either the UK Receiving Agent or the US Depository) for delivery in respect of the relevant Sema Securities. A Sema Securityholder may receive such amount on the basis set out above only in respect of the whole of his holding of Sema Securities in respect of which he accepts the Offer. Sema Securityholders may not elect to receive both pounds sterling and US dollars.

Holders of Sema ADSs are entitled under the terms of the Offer to elect to receive the cash element of the consideration in pounds sterling. The pounds sterling consideration available to holders of Sema ADSs is the same, per Sema Share, as that offered to Sema Shareholders. To facilitate the settlement of the Offer, unless they elect to receive pounds sterling, holders of Sema ADSs will receive consideration converted into US dollars as described above, as if such holders of Sema ADSs had elected to receive US dollars.

Consideration in US dollars may be inappropriate for Sema Securityholders other than persons in the US and holders of Sema ADSs.

The actual amount of US dollars received will depend upon the exchange rate prevailing on the business day on which funds are made available to the relevant payment agent (either the UK Receiving Agent or the US Depositary) by Schlumberger Investments. Sema Securityholders should be aware that the US dollar/pounds sterling exchange rate which is prevailing at the date on which an election is made to receive dollars and on the dates of dispatch and receipt of payment may be different from that prevailing on the business day on which funds are made available to the relevant payment agent by Schlumberger Investments. In all cases, fluctuations in the US dollar/pounds sterling exchange rate are at the risk of accepting Sema Securityholders who elect or are treated as having elected to receive their consideration in US dollars. Neither Schlumberger, Schlumberger Investments nor any of its advisers or agents shall have any responsibility with respect to the actual amount of cash consideration payable other than in pounds sterling.

12. Substitute Acceptance Forms

Holders of Sema Securities have been sent with this document a Form of Acceptance and/or a Letter of Transmittal (accompanied by a Notice of Guaranteed Delivery). All holders of Sema Shares, including persons in the US who hold Sema Shares, have been sent a Form of Acceptance, which they must use to tender their Sema Shares and accept the Offer. All holders of Sema ADSs have been sent a Letter of Transmittal and a Notice of Guaranteed Delivery which they must use to tender their Sema ADSs and accept the Offer. Should any holder of Sema Securities receive an incorrect form with which to accept the Offer or require any additional forms, that person should contact the UK Receiving Agent, the US Forwarding Agent or the US Depositary at the relevant addresses set out at the back of this document, who will provide the appropriate forms.

The Offer and all contracts arising under it will be governed by English law.

APPENDIX II

FINANCIAL INFORMATION ON SCHLUMBERGER

Part A: Unaudited fourth quarter results for the period to 31 December 2000 and unaudited preliminary results for the year ended 31 December 2000.

Set out below is the text of the announcement dated 18 January 2001 of Schlumberger's unaudited fourth quarter results for the period to 31 December 2000 and the preliminary results for the year ended 31 December 2000.

"Schlumberger N.V. reported 2000 operating revenue from continuing operations of \$9.61 billion, an increase of 15% over 1999.

Income from continuing operations of \$735 million and diluted earnings per share of \$1.27 were 61% and 57% higher, respectively, than 1999 before last year's unusual items.

Chairman and Chief Executive Officer Euan Baird stated:

"The increase in oil demand during 2000, coupled with the low upstream E&P expenditures since mid-1998, resulted in the lowest level of excess oil production capacity in decades, and led to a significant increase in oil and gas prices. The corresponding increases in E&P spending came only gradually due to the effects of industry consolidations which have taken place over that last two years and concerns that these pricing levels would not be sustained.

Thanks to our focus on the reservoir, the creation of the GeoMarket* organization, and a wide array of new technologies resulting from our R&D spending, Schlumberger flourished in this environment with Oilfield Services revenues increasing by 20% and pretax operating income improving by 73% compared with 1999. A number of new initiatives were started during the year to extend our lead in the Oilfield Services reservoir optimization market. These initiatives included creating the world's leading seismic company WesternGeco through a JV with Baker Hughes Incorporated, launching IndigoPool.com, our new e-commerce and solutions business and forming a joint venture with ABB which is focused on subsea business opportunities. In addition, the GeoMarket organizations are winning a growing number of new joint value enhancement projects around the world.

Unless an abrupt slowdown in world economies causes oil and gas demand to slacken, we expect the increasing E&P expenditure trend that characterized the second half of 2000 to continue in 2001 with more emphasis on markets outside North America.

As a result, total activity in 2001 is expected to be well above 2000 levels as oil companies move more aggressively to explore for and develop new fields and to optimize older fields to improve their productivity and lower their producing costs. This trend will require significantly higher levels of investment in drilling and workover activity, placing greater emphasis than ever on efficiency. Our emphasis on R&D to develop and improve technologies to capitalize on this trend will continue, leading to an expansion of the value pricing model for which Schlumberger is uniquely positioned.

In our Resource Management Services business segment, 2000 saw the beginning of a major transformation of our utility business from one of primarily meter manufacturing towards a value added, technologically differentiated solutions business model. The acquisition of a majority stake in Convergent and the rapid deployment of CellNet technologies provides us with unique momentum in the solutions business. At the same time we expect to accelerate our exit from manufacturing businesses.

In Test & Transactions, continued growth in revenue and operating income of our smart cards business reached record levels and was a clear highlight to the year. Weakness in our semiconductor test and eTransactions businesses offset some of the gains in smart cards, and we took several actions in the fourth quarter to restructure the semiconductor test group to account for the reduced levels of activity in the semiconductor test markets that began to appear in the second half of 2000.

During the year we continued to make significant investments in Network Solutions to take advantage of our domain expertise in leveraging our Internet applications and technologies to create new business opportunities and to provide a structure for better integration of our network expertise with our Oilfield Services, utility, telecom and other businesses.

As the dot.com technology bubble fades it is becoming increasingly clear that the winners in the Internet age will be companies with excellent products and market shares in specific verticals who are able to aggressively enhance their business model with these new technologies. Schlumberger is uniquely positioned to be such a company."

FOURTH QUARTER RESULTS

Fourth quarter operating revenue from continuing operations of \$2.69 billion was 23% above fourth quarter 1999.

Income from continuing operations and diluted earnings per share was \$238 million and \$0.41, an increase of 84% and 78%, respectively, over the fourth quarter of 1999 before last year's unusual items.

Oilfield Services operating revenue increased 33% over the same quarter last year as the worldwide M-I rig count grew 25%. Compared with the third quarter of 2000, operating revenue increased 11% as the worldwide M-I rig count grew 9%.

Test & Transactions operating revenue was 24% higher than in the fourth quarter of 1999, while Resource Management Services operating revenue decreased 19% year over year.

Several unusual items were recorded in the fourth quarter. When combined, these items had no effect on earnings per share.

Consolidated Statement of Income

	Fourth Quarter (Unaudited)		Twelve Months	
	2000	1999 (/1/)	2000	1999 (/1/)
For Periods Ended December 31	(Stated in thousands except per share amounts)			
REVENUE				
Operating.....	\$2,688,482	\$2,179,300	\$9,611,462	\$8,394,947
Interest and other income (/2/)..	173,921	79,042	423,255	356,758
	2,862,403	2,258,342	10,034,717	8,751,705
EXPENSES				
Cost of goods sold and services.....	2,096,291	1,770,214	7,371,542	6,737,635
Research & engineering.....	144,638	132,701	540,698	522,240
Marketing.....	116,829	110,675	437,128	433,871
General.....	117,771	94,474	448,587	383,695
Interest.....	75,149	60,046	276,081	192,954
	2,550,678	2,168,110	9,074,036	8,270,395
Income before taxes and minority interest	311,725	90,232	960,681	481,310
Taxes on income.....	82,660	28,781	228,248	140,772
Net Income from continuing operations before minority interest.....	229,065	61,451	732,433	340,538
Minority interest	8,852	(2,980)	2,163	(11,204)
Net income from continuing operations (/3/)	237,917	58,471	734,596	329,334
Net income from discontinued operations (/4/)	--	(47,212)	--	37,360
Net income.....	\$237,917	\$11,259	\$734,596	\$366,694
BASIC EARNINGS PER SHARE				
Continuing Operations.....	\$0.42	\$0.11	\$1.29	\$0.60
Discontinued Operations (/4/)	--	(0.09)	--	0.07
Net income.....	\$0.42	\$0.02	\$1.29	\$0.67
DILUTED EARNINGS PER SHARE				
Continuing Operations.....	\$0.41	\$0.10	\$1.27	\$0.58
Discontinued Operations (/4/)	--	(0.08)	--	0.07
Net income.....	\$0.41	\$0.02	\$1.27	\$0.65
Average shares outstanding.....	572,583	552,559	570,028	548,680
Average shares outstanding assuming dilution.....	582,319	566,162	580,076	563,789
Depreciation and amortization included in expenses (/5/)	\$351,601	\$317,371	\$1,270,754	\$1,150,344

(1) Reclassified, in part, for comparative purposes.

(2) Includes interest income:

Fourth quarter 2000--\$77 million (1999--\$63 million)

Twelve months 2000--\$302 million (1999--\$235 million)

(3) Fourth quarter and total year results in 2000 include several unusual items which have the net effect of a charge of \$3 million (\$0.00 per share):

A credit of \$61 million from the gain on sale of two Gas Service businesses in Europe. The pretax gain of \$82 million is included in Interest and other income.

A charge of \$25 million related primarily to the write down of certain inventory and severance costs in the Semiconductor Solutions business line. The pretax charge of \$29 million is included in Cost of goods sold and services.

A charge of \$39 million consisting primarily of severance and asset write downs related to the creation of the WesternGeco seismic joint venture. The pretax charge of \$55 million is included in Cost of goods sold and services and a credit of \$9 million is included in Minority interest.

The consolidated effective tax rate excluding these items was 23% in both the fourth quarter and the total year.

The fourth quarter 1999 results from continuing operations include a charge of \$71 million (\$0.13 per share-diluted), \$77 million pretax.

The twelve months 1999 results from continuing operations include a net charge of \$129 million (\$0.23 per share-diluted), \$121 million pretax.

(4) The fourth quarter 1999 results from discontinued operations include a charge of \$50 million (\$0.09 per share-diluted).

The twelve months 1999 results from discontinued operations include a charge of \$83 million (\$0.15 per share-diluted).

(5) Including multiclient seismic data costs.

Condensed Balance Sheet

	Year Ended 31 December	
	2000	1999 (/1/)

	(\$ thousands)	
ASSETS		
Current Assets		
Cash and short-term investments.....	\$ 3,040,150	\$ 4,389,837
Other current assets.....	4,453,061	3,871,592
	-----	-----
	7,493,211	8,261,429
Long-term investments, held to maturity.....	1,547,132	726,496
Fixed assets.....	4,394,514	3,560,740
Multiclient seismic data.....	975,775	311,520
Excess of investment over net assets of companies purchased.....	1,575,710	1,333,681
Other assets.....	1,186,389	887,326
	-----	-----
	\$17,172,731	\$15,081,192
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities.....	\$ 2,910,725	\$ 2,282,884
Estimated liability for taxes on income.....	379,916	383,159
Bank loans and current portion of long-term debt.....	592,221	701,792
Dividend payable.....	108,043	106,653
	-----	-----
	3,990,905	3,474,488
Long-term debt.....	3,573,047	3,183,174
Postretirement benefits.....	476,380	451,466
Minority interest.....	605,313	32,428
Other liabilities.....	231,870	218,608
	-----	-----
	8,877,515	7,360,164
Stockholders' Equity.....	8,295,216	7,721,028
	-----	-----
	\$17,172,731	\$15,081,192
	=====	=====

(1) Reclassified, in part, for comparative purposes.

Business Review

	Oilfield Services			Resource Management Services			Test & Transactions (/2/)		
	2000	1999	% chg	2000	1999	% chg	2000	1999	% chg

	(Stated in millions)								
Fourth Quarter									
Operating Revenue.....	\$2,012	\$1,514	33%	\$ 290	\$ 357	(19)%	\$ 401	\$ 325	24%
Pretax Operating Income (/1/)	\$ 331	\$ 165	101%	\$ --	\$ 11	--%	\$ 9	\$ 9	7%
	-----	-----	-----	-----	-----	-----	-----	-----	-----
Twelve Months									
Operating Revenue.....	\$7,033	\$5,869	20%	\$1,241	\$1,375	(10)%	\$1,409	\$1,183	19%
Pretax Operating Income (/1/)	\$ 997	\$ 576	73%	\$ 15	\$ 17	(14)%	\$ 26	\$ 36	(29)%
	-----	-----	-----	-----	-----	-----	-----	-----	-----

- (1) Pretax operating income represents income before taxes and minority interest, excluding interest expense, interest income, and the first quarter and fourth quarter 1999 and the fourth quarter 2000 net charges. Pretax operating income for 1999 has been restated for comparative purposes.
- (2) Test & Transactions results include Schlumberger Omnes, formerly a joint venture, which was 100% acquired during the third quarter 1999.

Oilfield Services

Oilfield Services operating revenue in the fourth quarter increased 33% compared with the same quarter last year and, led by North America, all four geographical Areas experienced double-digit growth. Revenue increased 11% versus the third quarter, led by North America and Latin America. The worldwide M-I rig count increased 25% year over year and 9% sequentially. Pretax operating income in the fourth quarter grew 101% compared to the same period last year and 20% sequentially. Increased activity, improved pricing levels and productivity gains from the use of advanced technologies contributed to the increased pretax operating income.

Highlights during the quarter included:

The transaction between Schlumberger and Baker Hughes to create the seismic joint venture WesternGeco was closed. WesternGeco is comprised of the seismic fleets, data processing assets, exclusive and non-exclusive multiclient surveys, and other assets of Schlumberger Geco-Prakla and Baker Hughes Western Geophysical. 70% of WesternGeco is owned by Schlumberger and 30% by Baker Hughes companies.

IndigoPool.com, the Schlumberger e-business portal for trading oil and gas assets and data, signed an agreement with the Louisiana Independent Oil and Gas Association (LIOGA) under which 700 LIOGA member companies will be able to promote their oil and gas properties in a secure environment on the IndigoPool.com web site. Since its launch in January 2000, IndigoPool.com has posted over \$3 billion in assets, covering 70 countries, with 4,000 registered users and 500 listings.

Schlumberger and ABB signed a Memorandum of Understanding to form a venture aimed at improving the economics of subsea oil and gas development. The worldwide venture will offer new technology for deepwater and offshore assets based on a risk-reward business model.

Schlumberger, Chevron and the Royal Dutch/Shell Group signed a Memorandum of Understanding to create OpenSpirit Corp., a company that plans to offer a standardized software infrastructure for the energy industry. Development of the initial framework was funded by the OpenSpirit Alliance, a collaboration of leading exploration and production companies and software vendors. OpenSpirit Corp. will market, support and further develop this vendor-neutral and platform-independent application framework.

North America

In North America, fourth quarter revenue of \$722 million increased 48% compared with the same quarter last year and 15% sequentially. The M-I rig count increased 28% year-over-year and 11% sequentially. Pretax operating income of \$144 million was 165% higher than the fourth quarter last year and increased 34% sequentially. Compared to last year, Product Group revenue increases were led by Reservoir Evaluation Wireline, WesternGeco, and Reservoir Development. Sequentially, the US Land and Gulf Coast GeoMarkets showed the strongest revenue growth.

Latin America

In Latin America, fourth quarter revenue of \$341 million increased 32% year-over-year and 14% sequentially. The M-I rig count increased 31% year-over-year and 9% sequentially. Pretax operating income in the fourth quarter was \$30 million versus a small loss in the same quarter last year. Sequentially, pretax operating income was down 6% due to an early contract termination fee and several other operating items in the fourth quarter, and high multiclient seismic data sale margins in the previous quarter.

Year-over-year, revenue in all GeoMarkets showed strong double digit growth, with the Peru/Colombia/Ecuador GeoMarket posting the largest increase sequentially. Compared to the same quarter last year, all Product Groups recorded strong double digit growth except WesternGeco which showed a modest increase. Sequential revenue growth was led by Reservoir Evaluation Wireline and WesternGeco.

Europe/CIS/West Africa

Fourth quarter revenue of \$457 million in the Europe/CIS/West Africa Area increased 39% compared with the same quarter last year and 8% sequentially. The M-I rig count, excluding the CIS, was up 29% over the same period last year and 7% sequentially. Pretax operating income of \$77 million increased 185% year-over-year and 20% sequentially.

All GeoMarkets posted significant revenue growth year-over-year except the Algeria/Tunisia/Morocco GeoMarket which saw more modest growth. Sequential revenue growth was led by the West Africa GeoMarket.

Year-over-year, all Product Groups showed strong double digit revenue growth. Sequentially, strong revenue growth increases were recorded by all Product Groups except for Reservoir Evaluation Wireline which remained flat.

Other Eastern Hemisphere

Fourth quarter revenue of \$436 million in the Other Eastern Hemisphere Area increased 14% compared with the same quarter last year, and increased 7% sequentially. The M-I rig count increased 10% year-over-year and 2% sequentially. Pretax operating income of \$78 million increased 2% compared with last year and remained flat sequentially.

Compared to the same period last year, revenue growth was led by the Reservoir Development, WesternGeco and Reservoir Evaluation Wireline Product Groups, and by overall growth in activity in the Middle East. Sequential revenue increases were led by Reservoir Development and Reservoir Evaluation Wireline, with stronger overall activity increases in the Middle East.

Other Activities

CoilFRAC* stimulation utilizing innovative coiled tubing and fluid technology has expanded the fracturing market to wells where conventional fracturing was previously uneconomical. In Canada, CoilFRAC was used to perform multiple fracturing jobs for 3 wells in one day saving the operator 2 weeks of production time per well compared with conventional methods.

Significant new wireline OBMI* Oil-Base MicroImager technology was successfully field tested in the Gulf of Mexico, Canada and West Africa. For the first time microresistivity images can be acquired in oil based mud enabling high resolution geological interpretation and fracture evaluation. This new measurement represents a major advancement and has applications in deepwater exploration environments.

In the fourth quarter the Schlumberger Reservoir Monitoring and Control Group successfully completed its eleventh intelligent completion system installation. Performance and reliability continue to be strong for all installations to date with a total of 20 operating years and 100% uptime. This includes the first all-electrical completion installation at Wytch Farm for BP.

Resource Management Services

Resource Management Services (RMS) operating revenue decreased 19% compared with the same quarter last year and decreased 5% sequentially. Both comparisons include revenues from the acquisition of CellNet and a majority stake in Convergent Group in North America. Part of the year-over-year and sequential revenue decline is due to the fourth quarter divestiture of the Gas Service businesses in Europe. Excluding the \$141 million order in North America last year, fourth quarter orders remained flat over the same period last year. Breakeven pretax operating income represents a sequential improvement.

In North America, fourth quarter revenue including CellNet and Convergent Group increased 32% year-over-year and 7% sequentially. CellNet revenue growth was fueled by strong communication module sales, automated meter reading fees and the introduction of an improved Time of Use service. Higher CENTRON* and Q1000* meter shipments accounted for the significant improvement in electricity metering. Orders during the quarter, excluding the large order last year in North America, increased 6% year-over-year and 7% sequentially due mainly to Convergent Group activities in the fourth quarter of 2000.

In Europe, fourth quarter revenue, when adjusted for the divestiture of the Gas Service businesses, showed a modest improvement sequentially, driven by increases in South and Central Europe plus strong residential gas meter demand in the United Kingdom. Orders in the fourth quarter decreased 6% year-over-year (up 12% in national currencies) and increased 7% sequentially led by strong demand for gas meters.

In Asia, revenue for the fourth quarter increased 33% year-over-year and increased 11% sequentially driven by strong demand for electromechanical electricity meters in China, India, Sri Lanka and Singapore. Orders increased 26% year-over-year and 81% sequentially due mainly to the electricity meter demand in Asia.

In South America, fourth quarter revenue declined 5% both year-over-year and sequentially due primarily to shortfalls in the northern part of the continent. Orders in the quarter climbed 10% compared to the same period last year due to increased activity in all businesses in Brazil.

Test & Transactions

Test & Transactions operating revenue in the fourth quarter increased 24% compared with the same quarter last year and 14% sequentially. Orders rose 26% compared with the same quarter last year and decreased 4% sequentially after semiconductor companies announced delays of capital investments. In local currency, operating revenue and orders increased 38% and 43% respectively compared with the same quarter last year.

Increased profitability in both Cards and Network Solutions resulted in a Test & Transactions pretax operating income increase of 7% year-over-year and a three-fold increase sequentially.

In November, Test & Transactions acquired Data Marine Systems, a global provider of telecommunications services for transmitting data from remote locations. This acquisition will diversify the global network services capabilities of Test & Transactions and expand the Network Solutions customer base to over 100 companies in the oil and gas industry, health care, pharmaceutical, mobile communications and public telecom industries.

Cards revenue increased 26% year-over-year and 14% sequentially. Mobilecom GSM cards shipments to Asia more than doubled during the quarter and orders increased 19% year-over-year on continued high bookings in Asia. Sequentially, Cards experienced a seasonal decline in orders of 15% in comparison with high third quarter bookings. Among the achievements in the fourth quarter, Schlumberger won a major US contract for a security-based smart card project using Cyberflex* Java TM cards for controlled access to the customer's data networks and facilities. At Cartes 2000, the largest smart cards industry forum, a Schlumberger electronic mobile payment system received the prestigious Sesame Award for the Best Banking-Financial Application category.

The Data Marine Systems acquisition and significantly higher network services activity in most regions contributed to Network Solutions revenue increases of 48% year-over-year and 27% sequentially. Orders climbed 84% year-over-year and 32% sequentially. During the quarter, Network Solutions won and commenced network management and desktop support contracts for five major customers of Oilfield Services. In addition, Network Solutions signed a contract to provide technical consulting services for smart card-based network and physical access security to a pharmaceutical company with worldwide operations.

eTransactions Solutions revenue decreased 14% year-over-year and increased 16% sequentially. eTransactions Solutions experienced manufacturing delays in e-payment cards and terminals resulting from semiconductor shortages as well as a slowdown in Pay & Display* parking meter shipments as European customers postponed deliveries to await new euro-compatible products. Orders rose 39% compared with the same quarter last year and 32% sequentially, and backlog grew by 64% on higher terminals and systems bookings for the e-City and e-Payment businesses.

Also during the quarter, Schlumberger signed contracts to provide solutions to optimize the urban transport resources of the French towns of Rennes, Rouen, Orleans, Caen and Grenoble.

Semiconductor Solutions revenue increased 19% year-over-year and rose 6% versus the previous quarter as activity increased in Logic/SOC (system-on-a-chip) Systems, Probe Systems and Customer Service businesses. The strongest contribution came from higher sales of new EXA3000* mixed-signal testers, ITS9000KX* high-end logic testers and IDSP3X* probe systems, mainly in North America and Europe. Orders decreased 20% sequentially and 10% year over year, due to reduced sales of verification and telecom systems and to the cancellation of remaining Rambus TM memory-test systems orders.

Change in Liquidity

Liquidity represents cash plus short-term and long-term investments less debt. A summary of the major components of the change in liquidity follows:

Twelve Months	2000	1999(/1/)
	-----	-----
	(\$ millions)	
Funds provided by:		
Net income from continuing operations.....	\$ 735	\$ 329
Gain on sale of businesses.....	(61)	--
First and fourth quarter 1999 charges.....	--	129
Depreciation and amortization(/2/)... ..	1,271	1,150
Employee stock option plan.....	160	103
Employee stock purchase plan.....	69	71
Exercise of stock warrants.....	--	450
Sale of businesses.....	155	--
Sale of financial instruments.....	--	204
Funds used for:		
Capital expenditures(/2/)... ..	(1,546)	(1,019)
Businesses acquired:		
Western Geophysical.....	(500)	--
Convergent Group.....	(263)	--
CellNet.....	(209)	--
Others.....	(103)	(135)
Drilling fluids joint venture.....	--	(325)
Dividends paid.....	(426)	(410)
Working capital and other.....	(91)	5
Discontinued operations, net.....	--	(52)
	-----	-----
Change in liquidity	(809)	500
Liquidity, beginning of period	1,231	731
	-----	-----
Liquidity, end of period	\$ 422	\$1,231
	-----	-----

(/1/) Reclassified, in part, for comparative purposes.
(/2/) Including multiclient seismic data costs."

Part B: Audited Financial Information for the three years ended 31 December 1999

Introduction

The financial information contained in this Part B of Appendix II is extracted without material adjustment from the audited consolidated accounts of Schlumberger for the three years ended 31 December 1999.

Schlumberger N.V. and subsidiary companies Consolidated Statement of Income

	Year Ended December 31,		
	1999	1998	1997
	(Stated in thousands except per share amounts)		
Revenue			
Operating.....	\$8,394,947	\$10,725,030	\$10,652,097
Interest and other income.....	356,758	173,006	103,092
	8,751,705	10,898,036	10,755,189
Expenses			
Cost of goods sold and services.....	6,748,839	8,414,383	7,847,796
Research & engineering.....	522,240	556,882	509,562
Marketing.....	433,871	467,592	433,911
General.....	383,695	427,775	412,614
Interest.....	192,954	137,211	75,677
	8,281,599	10,003,843	9,279,560
Income before taxes.....	470,106	894,193	1,475,629
Taxes on income.....	140,772	276,231	388,401
Income from Continuing operations.....	329,334	617,962	1,087,228
Discontinued operations, net of tax.....	37,360	396,237	297,321
Net Income.....	\$ 366,694	\$ 1,014,199	\$ 1,384,549
Basic earnings per share:			
Continuing operations.....	\$ 0.60	\$ 1.14	\$ 2.02
Discontinued operations.....	0.07	0.72	0.55
Net Income.....	\$ 0.67	\$ 1.86	\$ 2.57
Diluted earnings per share:			
Continuing operations.....	\$ 0.58	\$ 1.10	\$ 1.94
Discontinued operations.....	0.07	0.71	0.53
Net Income.....	\$ 0.65	\$ 1.81	\$ 2.47
Average shares outstanding.....	548,680	544,338	539,330
Average shares outstanding assuming dilution.....	563,789	561,855	559,653

See the Notes to Consolidated Financial Statements Schlumberger N.V. (Schlumberger N.V., Incorporated in the Netherlands Antilles) and Subsidiary Companies.

Schlumberger N.V. and subsidiary companies Consolidated Balance Sheet

	December 31,	
	1999	1998
	(Stated in thousands)	
ASSETS		

Current Assets		
Cash and short-term investments.....	\$ 4,389,837	\$ 3,956,694
Receivables less allowance for doubtful accounts (1999--\$89,030; 1998--\$89,556).....	2,429,842	2,968,070
Inventories.....	1,268,500	1,333,131
Deferred taxes on income.....	259,257	295,974
Other current assets.....	258,532	251,355
	-----	-----
	8,605,968	8,805,224
Investments in Affiliated Companies.....	535,434	84,844
Long-term Investments, held to maturity.....	726,496	855,172
Fixed Assets less accumulated depreciation.....	3,560,740	4,694,465
Excess of Investment Over Net Assets of Companies		
Purchased less amortization.....	1,333,681	1,302,678
Deferred Taxes on Income.....	209,597	202,630
Other Assets.....	109,276	132,916
	-----	-----
	\$15,081,192	\$16,077,929
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		

Current Liabilities		
Accounts payable and accrued liabilities.....	\$ 2,282,884	\$ 2,539,954
Estimated liability for taxes on income.....	383,159	480,123
Bank loans.....	444,221	708,978
Dividend payable.....	106,653	102,891
Long-term debt due within one year.....	257,571	86,722
	-----	-----
	3,474,488	3,918,668
Long-term Debt.....	3,183,174	3,285,444
Postretirement Benefits.....	451,466	432,791
Other Liabilities.....	251,036	321,951
	-----	-----
	7,360,164	7,958,854
	-----	-----
Stockholders' Equity		
Common stock.....	1,820,186	1,539,408
Income retained for use in the business.....	7,916,612	8,882,455
Treasury stock at cost.....	(1,878,612)	(2,221,308)
Translation adjustment.....	(137,158)	(81,480)
	-----	-----
	7,721,028	8,119,075
	-----	-----
	\$15,081,192	\$16,077,929
	=====	=====

See the Notes to Consolidated Financial Statements
Schlumberger N.V. (Schlumberger N.V., Incorporated in the Netherlands Antilles)
and Subsidiary Companies.

Schlumberger N.V. and subsidiary companies Consolidated Statement of Cash Flows

	Year Ended December 31,		
	1999	1998	1997
	(Stated in thousands)		
Cash flows from operating activities:			
Net income.....	\$ 366,694	\$ 1,014,199	\$ 1,384,549
Adjustments to reconcile net income to net cash provided by operating activities:			
Discontinued operations.....	213,676	136,206	110,780
Depreciation and amortization.....	1,020,862	1,011,582	924,223
Earnings of companies carried at equity, less dividends received (1999--\$3,401; 1998--\$4,996; 1997--\$4,934).....	(13,904)	(9,576)	(1,270)
Provision for losses on accounts receivable.....	37,943	36,861	27,871
Charges.....	128,508	368,499	--
Other adjustments.....	--	(58)	(2,278)
Change in operating assets and liabilities:			
Decrease (increase) in receivables..	265,588	(20,507)	(647,470)
Increase in inventories.....	(43,635)	(122,622)	(220,813)
(Increase) decrease in deferred taxes.....	(21,672)	(75,959)	32,140
(Decrease) increase in accounts payable and accrued liabilities....	(181,731)	(72,940)	175,664
(Decrease) increase in estimated liability for taxes on income.....	(69,338)	79,677	51,215
Other--net.....	(182,426)	(116,784)	25,916
Net cash provided by operating activities.....	1,520,565	2,228,578	1,860,527
Cash flows from investing activities:			
Purchases of fixed assets.....	(792,001)	(1,462,620)	(1,404,323)
Sales/retirements of fixed assets & other.....	68,005	111,262	97,390
Drilling fluids joint venture.....	(325,000)	--	--
(Purchase) sale of other businesses...	(135,338)	61,662	(28,233)
Increase in investments.....	(295,075)	(2,292,163)	(867,894)
Sale of financial instruments.....	203,572	--	--
(Increase) decrease in other assets...	(43,166)	4,660	19,453
Discontinued operations.....	(291,953)	(424,749)	(13,411)
Net cash used in investing activities...	(1,610,956)	(4,001,948)	(2,197,018)
Cash flows from financing activities:			
Dividends paid.....	(410,494)	(388,379)	(377,636)
Proceeds from employee stock purchase plan.....	70,765	70,461	50,055
Proceeds from exercise of stock options.....	103,084	68,780	97,899
Exercise of stock warrants.....	449,625	--	--
Proceeds from issuance of long-term debt.....	1,062,935	2,909,156	925,579
Payments of principal on long-term debt.....	(916,242)	(863,966)	(419,962)
Net (decrease) increase in short-term debt.....	(242,014)	(64,756)	50,831
Net cash provided by financing activities.....	117,659	1,731,296	326,766
Net increase (decrease) in cash.....	27,268	(42,074)	(9,725)
Cash, beginning of year.....	105,321	147,395	157,120
Cash, end of year.....	\$ 132,589	\$ 105,321	\$ 147,395

See the Notes to Consolidated Financial Statements
Schlumberger N.V. (Schlumberger N.V., Incorporated in the Netherlands Antilles)
and Subsidiary Companies.

Schlumberger N.V. and subsidiary companies Consolidated Statement of
Stockholders' Equity

	Common Stock				Translation Adjustment	Income Retained for Use in the Business	Comprehensive Income
	Issued		In Treasury				
	Shares	Amount	Shares	Amount			
	(Dollar amounts in thousands)						
Balance, January 1, 1997.....	661,842,453	\$1,307,717	124,661,624	\$2,315,946	\$ (25,626)	\$7,255,108	\$ 925,243 =====
Translation adjustment..					(37,706)		\$ (37,706)
Sales to optionees less shares exchanged.....	395,950	37,316	(3,323,223)	(61,743)			
Employee stock purchase plan.....	1,399,623	50,055					
Net income.....						1,384,549	1,384,549
IVS acquisition.....		16,324	(238,812)	(4,438)			
Tax benefit on stock options.....		16,600					
Change in subsidiary year end.....		612				4,560	
Dividends declared (\$0.75 per share).....						(378,575)	
Balance, December 31, 1997.....	663,638,026	1,428,624	121,099,589	2,249,765	(63,332)	8,265,642	\$1,346,843 =====
Translation adjustment..					(18,148)		(18,148)
Sales to optionees less shares exchanged.....	796,992	40,323	(1,531,607)	(28,457)			
Employee stock purchase plan.....	1,266,840	70,461					
Net income.....						1,014,199	1,014,199
Dividends declared (\$0.75 per share).....						(397,386)	
Balance, December 31, 1998.....	665,701,858	1,539,408	119,567,982	2,221,308	(81,480)	8,882,455	\$ 996,051 =====
Translation adjustment..					(55,678)		(55,678)
Sales to optionees less shares exchanged.....	28,100	41,931	(3,291,288)	(61,153)			
Employee stock purchase plan.....	1,324,848	70,765					
Net income.....						366,694	366,694
Dividends declared (\$0.75 per share).....						(414,210)	
Sedco Forex spin-off....						(918,327)	
Exercise of stock warrants.....		168,082	(15,153,018)	(281,543)			
Balance, December 31, 1999.....	667,054,806	\$1,820,186	101,123,676	\$1,878,612	\$(137,158)	\$7,916,612	\$ 311,016 =====

See Notes to Consolidated Financial Statements
Schlumberger N.V. (Schlumberger N.V., Incorporated in the Netherlands Antilles)
and Subsidiary Companies.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Summary of Accounting Policies

The Consolidated Financial Statements of Schlumberger N.V. and its subsidiaries have been prepared in accordance with accounting principles generally accepted in the United States.

Discontinued Operations

On December 31, 1999, Schlumberger completed the spin-off of its offshore contract drilling business, Sedco Forex, to its stockholders and the subsequent merger of Sedco Forex and Transocean Offshore Inc., which changed its name to Transocean Sedco Forex Inc. following the merger. The results for the Sedco Forex operations spun off by Schlumberger are reported as Discontinued Operations for all periods presented in the Consolidated Statement of Income.

Principles Of Consolidation

The Consolidated Financial Statements include the accounts of majority-owned subsidiaries. Significant 20%-50% owned companies are carried on the equity method and classified in Investments in Affiliated Companies. The pro rata share of Schlumberger after-tax earnings is included in Interest and other income. Equity in undistributed earnings of all 50%-owned companies on December 31, 1999 was not material.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. While actual results could differ from these estimates, management believes that the estimates are reasonable.

Revenue Recognition

Generally, revenue is recognized after services are rendered or products are shipped.

Translation of Non-US Currencies

Oilfield Services' functional currency is primarily the US dollar. Resource Management Services' and Test & Transactions' functional currencies are primarily local currencies. All assets and liabilities recorded in functional currencies other than US dollars are translated at current exchange rates. The resulting adjustments are charged or credited directly to the Stockholders' Equity section of the Consolidated Balance Sheet. Revenue and expenses are translated at the weighted-average exchange rates for the period. All realized and unrealized transaction gains and losses are included in income in the period in which they occur. Schlumberger policy is to hedge against unrealized gains and losses on a monthly basis. Included in the 1999 results were transaction losses of \$12 million, compared with losses of \$6 million and \$10 million in 1998 and 1997, respectively.

Currency exchange contracts are entered into as a hedge against the effect of future settlement of assets and liabilities denominated in other than the functional currency of the individual businesses. Gains or losses on the contracts are recognized when the currency exchange rates fluctuate, and the resulting charge or credit partially offsets the unrealized currency gains or losses on those assets and liabilities. On December 31, 1999, contracts and options were outstanding for the US dollar equivalent of \$110 million in various foreign currencies. These contracts mature on various dates in 2000 and 2001.

Investments

Both short-term and long-term investments held to maturity are stated at cost plus accrued interest, which approximates market, and comprise primarily eurodollar time deposits, certificates of deposit and commercial paper, euronotes and eurobonds, substantially all denominated in US dollars. Substantially all the investments designated as held to maturity that were purchased and sold during the year had original maturities of less than three months. Short-term investments that are designated as trading are stated at market. The unrealized gains/losses on such securities on December 31, 1999 were not significant.

For purposes of the Consolidated Statement of Cash Flows, Schlumberger does not consider short-term investments to be cash equivalents as they generally have original maturities in excess of three months. Short-term investments on December 31, 1999 and 1998 were \$4.26 billion and \$3.85 billion, respectively.

Inventories

Inventories are stated principally at average cost or at market, if lower. Inventory consists of materials, supplies, finished goods and nonexclusive proprietary seismic surveys.

Excess of Investment Over Net Assets of Companies Purchased

Cost in excess of net assets of purchased companies (goodwill) is amortized on a straight-line basis over 5 to 40 years. Accumulated amortization was \$516 million and \$434 million on December 31, 1999 and 1998, respectively. Of the goodwill on December 31, 1999, 40% is being amortized over 40 years, 11% is being amortized over 28 years, 23% is being amortized over 25 years and 26% is being amortized over periods of up to 25 years.

Fixed Assets and Depreciation

Fixed assets are stated at cost less accumulated depreciation, which is provided for by charges to income over the estimated useful lives of the assets using the straight-line method. Fixed assets include the manufacturing cost (average cost) of oilfield technical equipment manufactured by subsidiaries of Schlumberger. Expenditures for renewals, replacements and improvements are capitalized. Maintenance and repairs are charged to operating expenses as incurred. Upon sale or other disposition, the applicable amounts of asset cost and accumulated depreciation are removed from the accounts and the net amount, less proceeds from disposal, is charged or credited to income.

Capitalized Interest

Schlumberger capitalizes interest expense during the new construction or upgrade of qualifying assets. Interest expense capitalized in 1999 and 1998 was \$5 million and \$7 million, respectively. No interest expense was capitalized in 1997.

Impairment of Long-Lived Assets

Schlumberger reviews the carrying value of its long-lived assets, including goodwill, whenever events or changes in circumstances indicate that the historical cost-carrying value of an asset may no longer be appropriate. Schlumberger assesses recoverability of the carrying value of the asset by estimating the future net cash flows expected to result from the asset, including eventual disposition. If the future net cash flows are less than the carrying value of the asset, an impairment loss is recorded equal to the difference between the asset's carrying value and fair value.

Taxes on Income

Schlumberger and its subsidiaries compute taxes on income in accordance with the tax rules and regulations of the many taxing authorities where the income is earned. The income tax rates imposed by these taxing authorities vary substantially. Taxable income may differ from pretax income for financial accounting purposes. To the extent that differences are due to revenue or expense items reported in one period for tax purposes and in another period for financial accounting purposes, an appropriate provision for deferred income taxes is made.

Approximately \$3.2 billion of consolidated income retained for use in the business on December 31, 1999 represented undistributed earnings of consolidated subsidiaries and the pro rata Schlumberger share of 20%-50% owned companies. No provision is made for deferred income taxes on those earnings considered to be indefinitely reinvested or earnings that would not be taxed when remitted.

Tax credits and other allowances are credited to current income tax expense using the flow-through method of accounting.

Earnings per Share

Basic earnings per share is calculated by dividing net income by the average number of common shares outstanding during the year. Diluted earnings per share is calculated by dividing net income by the average number of common shares outstanding assuming dilution, the calculation of which assumes that all stock options and warrants which are in the money are exercised at the beginning of the period and the proceeds used, by Schlumberger, to purchase shares at the average market price for the period. The following is a reconciliation from basic earnings per share to diluted earnings per share from continuing operations for each of the last three years:

	Income from Continuing Operations	Average Shares Outstanding	Earnings Per Share
(Stated in thousands except per share amounts)			
1999			
Basic.....	\$ 329,334	548,680	\$0.60
Effect of dilution:			
Options.....		7,916	
Warrants.....		7,193	
	-----	-----	
Diluted.....	\$ 329,334	563,789	\$0.58
	=====	=====	=====
1998			
Basic.....	\$ 617,962	544,338	\$1.14
Effect of dilution:			
Options.....		9,723	
Warrants.....		7,794	
	-----	-----	
Diluted.....	\$ 617,962	561,855	\$1.10
	=====	=====	=====
1997			
Basic.....	\$1,087,228	539,330	\$2.02
Effect of dilution:			
Options.....		12,185	
Warrants.....		8,138	
	-----	-----	
Diluted.....	\$1,087,228	559,653	\$1.94
	=====	=====	=====

Research & Engineering

All research and engineering expenditures are expensed as incurred, including costs relating to patents or rights that may result from such expenditures.

1999 and 1998 Charges--Continuing Operations

Schlumberger recorded the following charges in continuing operations in 1999 and 1998:

In December 1999, a pre-tax charge of \$77 million (\$71 million after tax, \$0.13 per share--diluted), classified in Cost of goods sold and services, consisting primarily of the following:

- . A charge of \$31 million (\$26 million after tax) including \$23 million of asset impairments and \$8 million of severance costs related to reductions in the marine seismic fleet due to depressed market conditions.
- . A charge of \$38 million (\$37 million after tax) including \$33 million of asset impairments and \$5 million of severance costs related to the restructuring of its land drilling activity following the spin-off of its offshore drilling business to stockholders.

In March 1999, a pretax charge of \$147 million partially offset by a pretax gain of \$103 million (net--\$58 million after tax, \$0.10 per share--diluted), consisting of the following:

- . A charge of \$118 million (\$118 million after tax) related to the downsizing of its global Oilfield Services activities, including \$108 million of severance costs and \$10 million for asset impairments.

- . A charge of \$29 million (\$20 million after tax) related to RMS and Test & Transactions, consisting principally of \$16 million of severance costs at several RMS facilities resulting from a downturn in business and \$5 million of asset write-downs.
- . A credit of \$103 million (\$80 million after tax) from the gain on the sale of financial instruments received in connection with the 1998 sale of RPS.

The pretax gain on the sale of financial instruments is included in Interest & other income. The pretax charge of \$147 million is classified in Cost of goods sold and services.

In September 1998, a pretax charge of \$432 million (\$368 million after tax, \$0.65 per share--diluted), classified in Cost of goods sold and services, consisting primarily of the following:

- . A charge of \$314 million (\$257 million after tax) related to Oilfield Services, including severance costs of \$69 million; facility closure costs of \$61 million; operating assets write-offs of \$137 million; and \$43 million of customer receivable reserves where collection was considered doubtful due to the customers' financial condition and/or country risk. This charge was due to the reduction in business activity.
- . A charge of \$48 million (\$63 million after tax) for merger-related costs in connection with the acquisition of Camco.
- . A charge of \$61 million (\$43 million after tax) related to RMS and Test & Transactions, consisting primarily of \$21 million of severance and \$40 million of environmental costs resulting from a reassessment of ongoing future monitoring and maintenance requirements at locations no longer in operation.

Severance costs included in the September 1998 charge (6200 people; \$90 million) and the March 1999 charge (4700 people; \$124 million) have been paid. The actual number of employees terminated was slightly higher than originally planned; however, this had no material impact on the actual severance costs paid as compared with the amount originally accrued. The December 1999 charge included severance costs of \$13 million (300 people), of which \$5 million had been paid at December 31, 1999.

The \$61 million of facility closure costs accrued in 1998 have substantially been paid in accordance with the original plan.

Discontinued Operations

On December 31, 1999, Schlumberger completed the spin-off of its offshore contract drilling business, Sedco Forex, to its stockholders and the subsequent merger of Sedco Forex and Transocean Offshore Inc., which changed its name to Transocean Sedco Forex Inc. following the merger. The spin-off was approved by stockholders on December 10, 1999.

Upon completion of the merger, Schlumberger stockholders held approximately 52% of the ordinary shares of Transocean Sedco Forex Inc., and Transocean Offshore Inc. shareholders held the remaining 48%. Schlumberger retained no ownership in the combined company.

In the spin-off, Schlumberger stockholders received one share of Sedco Forex for each share of Schlumberger owned on the record date of December 20, 1999. In the merger, each Sedco Forex share was exchanged for 0.1936 ordinary share of Transocean Sedco Forex Inc. Stockholders received cash in lieu of fractional shares.

Results for the Sedco Forex operations spun off by Schlumberger for this transaction are reported as discontinued operations for all periods presented in the Consolidated Statement of Income.

Discontinued Operations on the Consolidated Statement of Income includes the operating results of the spun-off Sedco Forex business and the following charges:

- . In December 1999, an after-tax charge of \$50 million (\$0.09 per share--diluted) for costs directly associated with the spin-off.
- . In March 1999, an after-tax charge of \$33 million (\$0.06 per share--diluted) for severance costs (\$13 million) and legal claims.

. In September 1998, an after-tax charge of \$12 million (\$0.02 per share--diluted) for severance costs.

As a result of the spin-off, Schlumberger Income Retained for Use in the Business was reduced by \$918 million representing the spun-off net assets of Sedco Forex (\$1.23 billion) less payments received in settlement of intercompany balances between Schlumberger and Sedco Forex (\$313 million). The net assets spun off included \$1.3 billion of fixed assets.

Pursuant to Accounting Principles Board Opinion (APB) No. 30, Reporting the Results of Operations--Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions, the revenue and expenses of Sedco Forex have been excluded from the respective captions in the Consolidated Statement of Income. The net operating results of Sedco Forex have been reported, net of applicable income taxes, as Discontinued Operations.

Summarized financial information for the discontinued operations, is as follows:

	1999	1998	1997

	(Stated in millions)		
Operating revenue.....	\$648	\$1,091	\$891
Income before taxes.....	\$ 29	\$ 428	\$329
Income after taxes.....	\$ 37	\$ 396	\$297
	====	=====	=====

Acquisitions

During 1999, subsidiaries of Schlumberger acquired Merak, a market leader in petroleum software solutions; Secure Oil Tools, a leader in multilateral completions; and substantially all of the assets of Panther Software Corporation, a provider of hardware and software products and services for managing large volumes of seismic data. These acquisitions were accounted for using the purchase method of accounting. Costs in excess of net assets acquired were \$106 million which are being amortized on a straight-line basis over 7 to 20 years.

In the third quarter of 1999, the Omnes joint venture, created in 1995 between Schlumberger and Cable & Wireless, was restructured into two separate business units. Under the agreement, equal ownership and access to products, technology and intellectual property was given to both parent companies. Schlumberger retained ownership of the Omnes name. Omnes is now a fully operational company within Test & Transactions.

On August 31, 1998, the merger of Schlumberger Technology Corporation, a wholly owned subsidiary of Schlumberger, and Camco International Inc. was completed. Under the terms of the merger agreement, approximately 38.2 million shares of Camco common stock were exchanged for 45.1 million shares of Schlumberger common stock at the exchange rate of 1.18 shares of Schlumberger stock for each share of Camco. Based on the Schlumberger average price of \$47 7/8 on August 28, the transaction was valued at \$2.2 billion. The business combination was accounted for using the pooling-of-interests method of accounting.

During 1997, subsidiaries of Schlumberger acquired Interactive Video Systems, Inc., a metrology solutions provider for the front-end semiconductor fabrication equipment market, and S.A. Holditch and Associates, Inc., a petroleum and geoscience consulting services company. These acquisitions were accounted for using the purchase method of accounting. Costs in excess of net assets acquired were \$38 million which are being amortized on a straight-line basis over periods of 5 and 15 years, respectively.

Investments in Affiliated Companies

In the third quarter of 1999, Schlumberger and Smith International Inc. entered into an agreement whereby their drilling fluids operations were combined to form a joint venture. Under the terms of the agreement, Schlumberger contributed its non-US drilling fluids business and a total of \$325 million to the joint venture. Schlumberger owns a 40% interest in the joint venture and records income using the equity method of accounting. The total investment on December 31, 1999 was \$414 million. The equity income for 1999 is not material.

Investments

The Consolidated Balance Sheet reflects the Schlumberger investment portfolio separated between current and long term, based on maturity. Except for \$130 million of investments which are considered trading on December 31, 1999 (\$125 million in 1998), it is the intent of Schlumberger to hold the investments until maturity.

Long-term investments mature as follows: \$133 million in 2001, \$358 million in 2002 and \$235 million thereafter.

On December 31, 1999, there were no interest rate swap arrangements outstanding related to investments. Interest rate swap arrangements had no material effect on consolidated interest income.

Fixed Assets

A summary of fixed assets follows:

	December 31,	
	1999	1998
	(Stated in millions)	
Land.....	\$ 68	\$ 78
Buildings & Improvements.....	1,086	1,108
Machinery & Equipment.....	8,485	10,472
	-----	-----
Total cost.....	9,639	11,658
Less accumulated depreciation.....	6,078	6,964
	-----	-----
	\$ 3,561	\$ 4,694
	=====	=====

The decreases in cost and accumulated depreciation reflect the assets of the Sedco Forex offshore contract drilling business, which was spun off on December 30, 1999 (see Discontinued Operations on page 36).

The estimated useful lives of Buildings & Improvements are primarily 30 to 40 years. For Machinery & Equipment, 13% is being depreciated over 16 to 25 years, 14% over 10 to 15 years and 73% over 2 to 9 years.

Long-term Debt

A summary of long-term debt by currency follows:

	December 31,	
	1999	1998
	(Stated in millions)	
US dollar.....	\$ 2,369	\$ 2,284
Euro.....	335	--
Japanese yen.....	146	125
Canadian dollar.....	105	80
Italian lira.....	76	91
UK pound.....	20	270
French franc.....	--	201
German mark.....	--	160
Other.....	132	74
	-----	-----
	\$ 3,183	\$ 3,285
	=====	=====

The majority of the long-term debt is at variable interest rates; the weighted-average interest rate of the debt outstanding on December 31, 1999 was 5.9%. Such rates are reset every six months or sooner. The carrying value of long-term debt on December 31, 1999 approximates the aggregate fair market value.

Long-term debt on December 31, 1999 is due as follows: \$92 million in 2001, \$57 million in 2002, \$2,322 million in 2003, \$424 million in 2004 and \$288 million thereafter.

On December 31, 1999, interest rate swap arrangements outstanding were: pay fixed/receive floating on US dollar debt of \$600 million; pay floating/receive fixed on US dollar debt of \$214 million; pay fixed/receive floating on Japanese yen debt of \$107 million. Also outstanding on December 31, 1999 was a hedge in the notional amount of \$76 million against the US 10-year Treasury Note interest rate. These arrangements mature at various dates to August 2008. Interest rate swap arrangements had no material effect on consolidated interest expense in 1999 and no impact in 1998. The likelihood of nonperformance by the other parties to the arrangements is considered to be remote.

Lines of Credit

On December 31, 1999, the principal US subsidiary of Schlumberger had an available unused Revolving Credit Agreement with a syndicate of banks. The Agreement provided that the subsidiary may borrow up to \$1 billion until August 2003 at money market-based rates (6.1% on December 31, 1999) of which \$375 million was outstanding on December 31, 1999; on December 31, 1998, there was no outstanding amount. In addition, on December 31, 1999 and 1998, Schlumberger and its subsidiaries also had available unused lines of credit of approximately \$793 million and \$630 million, respectively. Commitment and facility fees are not material.

Capital Stock

Schlumberger is authorized to issue 1,000,000,000 shares of common stock, par value \$0.01 per share, of which 565,931,130 and 546,133,876 shares were outstanding on December 31, 1999 and 1998, respectively. Schlumberger is also authorized to issue 200,000,000 shares of cumulative preferred stock, par value \$0.01 per share, which may be issued in series with terms and conditions determined by the Board of Directors. No shares of preferred stock have been issued. Holders of common stock and preferred stock are entitled to one vote for each share of stock held.

In January 1993, Schlumberger acquired the remaining 50% interest in the Dowell Schlumberger group of companies. The purchase price included a warrant, expiring in 7.5 years and valued at \$100 million, to purchase 15,153,018 shares of Schlumberger common stock at an exercise price of \$29.672 per share. The warrant was exercised by Dow Chemical on December 16, 1999.

Stock Compensation Plans

As of December 31, 1999, Schlumberger had two types of stock-based compensation plans, which are described below. Schlumberger applies APB Opinion 25 and related Interpretations in accounting for its plans. Accordingly, no compensation cost has been recognized for its stock option plans and its stock purchase plan. Had compensation cost for the stock-based Schlumberger plans been determined based on the fair value at the grant dates for awards under those plans, consistent with the method of SFAS 123, Schlumberger net income and earnings per share would have been the pro forma amounts indicated below:

	1999	1998	1997
	-----	-----	-----
	(Stated in millions except per share amounts)		
Net income			
As reported.....	\$367	\$1,014	\$1,385
Pro forma.....	\$260	\$ 882	\$1,315
Basic earnings per share			
As reported.....	\$0.67	\$ 1.86	\$ 2.57
Pro forma.....	\$0.47	\$ 1.62	\$ 2.44
Diluted earnings per share			
As reported.....	\$0.65	\$ 1.81	\$ 2.47
Pro forma.....	\$0.46	\$ 1.57	\$ 2.35

Stock Option Plans

During 1999, 1998, 1997 and in prior years, officers and key employees were granted stock options under Schlumberger stock option plans. For all of the stock options granted, the exercise price of each option equals the market price of Schlumberger stock on the date of grant; an option's maximum term is ten years, and options generally vest in 20% increments over five years.

As required by SFAS 123, the fair value of each grant is estimated on the date of grant using the multiple option Black-Scholes option-pricing model with the following weighted-average assumptions used for 1999, 1998 and 1997: Dividend of \$0.75; expected volatility of 25%-29% for 1999 grants, 21%-25% for 1998 grants and 21% for 1997 grants; risk-free interest rates for the 1999 grants of 4.92%-5.29% for officers and 4.80%-6.25% for the 1999 grants to all other employees; risk-free interest rates for the 1998 grant to officers of 5.59%-5.68% and 4.35%-5.62% for the 1998 grants to all other employees; risk-free interest rates for 1997 grants of 6.19% for officers and 5.80%-6.77% for all other employees; and expected option lives of 7.14 years for officers and 5.28 years for other employees for 1999 grants, 6.98 years for officers and 5.02 years for other employees for 1998 grants and 7.27 years for officers and 5.09 years for other employees for 1997 grants.

A summary of the status of the Schlumberger stock option plans as of December 31, 1999, 1998 and 1997 and changes during the years ending on those dates is presented below:

	1999 (1)		1998 (1)		1997 (1)	
	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
Fixed Options						
Outstanding at beginning of year.....	30,310,579	\$42.50	31,542,758	\$39.81	28,904,607	\$28.57
Granted.....	6,012,168	\$54.04	2,027,812	\$62.57	7,497,432	\$73.09
Exercised.....	(3,634,790)	\$28.68	(2,527,380)	\$24.15	(4,238,496)	\$24.77
Forfeited.....	(1,074,033)	\$52.50	(732,611)	\$47.61	(620,785)	\$32.55
Outstanding at year-end.....	31,613,924	\$37.91	30,310,579	\$42.50	31,542,758	\$39.81
Options exercisable at year-end.....	16,396,821		15,914,440		12,754,955	
Weighted-average fair value of options granted during the year.....	\$17.72		\$22.24		\$23.02	

(1) Shares and exercise price have been restated to reflect adjustments made as a result of the spin-off of Sedco Forex, in accordance with EITF Issue 90-9, "Changes to Fixed Employee Stock Option Plans as Result of Equity Restructuring."

The following table summarizes information concerning currently outstanding and exercisable options by three ranges of exercise prices at December 31, 1999:

Range of exercise prices	Options Outstanding			Options Exercisable	
	Number outstanding as of 12/31/99	Weighted-average remaining contractual life	Weighted-average exercise price	Number exercisable as of 12/31/99	Weighted-average exercise price
\$ 3.831-\$30.710	12,692,062	4.21	\$27.403	10,985,705	\$27.061
\$30.795-\$55.619	12,062,599	7.87	\$46.746	3,262,756	\$39.519
\$55.875-\$82.348	6,859,263	7.94	\$78.828	2,148,360	\$84.037
	31,613,924	6.42	\$45.942	16,396,821	\$37.005

Employee Stock Purchase Plan

Under the Schlumberger Discounted Stock Purchase Plan, Schlumberger is authorized to issue up to 22,012,245 shares of common stock to its employees. Under the terms of the Plan, employees can choose each year to have up to 10% of their annual earnings withheld to purchase Schlumberger common stock. The purchase price of the stock is 85% of the lower of its beginning or end of the Plan year market price. Under the Plan, Schlumberger sold 1,324,848, 1,266,840 and 1,399,623 shares to employees in 1999, 1998 and 1997, respectively. Compensation cost has been computed for the fair value of the employees' purchase rights, which was estimated using the Black-Scholes model with the following assumptions for 1999, 1998 and 1997: Dividend of \$0.75; expected life of one year; expected volatility of 40% for 1999, 34% for 1998 and 28% for 1997; and risk-free interest rates of 5.33% for 1999, 4.44% for 1998 and 5.64% for 1997. The weighted-average fair value of those purchase rights granted in 1999, 1998 and 1997, was \$19.829, \$19.817 and \$17.845, respectively.

Income Tax Expense

Schlumberger and its subsidiaries operate in more than 100 taxing jurisdictions where statutory tax rates generally vary from 0% to 50%.

Pretax book income from continuing operations subject to US and non-US income taxes for each of the three years ending December 31 was as follows:

	1999	1998	1997
	-----	-----	-----
	(Stated in millions)		
United States.....	\$ (172)	\$ 24	\$ 482
Outside United States.....	642	870	994
	-----	-----	-----
Pretax income.....	\$ 470	\$894	\$1,476
	=====	=====	=====

Schlumberger had net deductible temporary differences of \$1.1 billion on December 31, 1999 and \$1.2 billion on December 31, 1998. Significant temporary differences pertain to postretirement medical benefits, fixed assets, employee benefits and inventory.

The components of consolidated income tax expense from continuing operations were as follows:

	1999	1998	1997
	----	----	----
	(Stated in millions)		
Current:			
United States--Federal.....	\$ (74)	\$124	\$ 93
United States--State.....	(7)	15	19
Outside United States.....	206	225	244
	----	----	----
	\$125	\$364	\$356
	----	----	----
Deferred:			
United States--Federal.....	\$ 14	\$ (68)	\$ 18
United States--State.....	1	(7)	(2)
Outside United States.....	1	(13)	16
	----	----	----
	\$ 16	\$ (88)	\$ 32
	----	----	----
Consolidated taxes on income.....	\$141	\$276	\$388
	=====	=====	=====
Effective tax rate.....	30%	31%	26%
	=====	=====	=====

For the three years, the variations from the US statutory federal tax rate (35%) and Schlumberger effective tax rates were due to several factors, including the effect of the US operating loss carryforward in 1997 and a substantial proportion of operations in countries where taxation on income is lower than in the US.

In the third quarter of 1996, with increasing profitability and a strong outlook in the US, Schlumberger recognized 50% of the US income tax benefit related to its US subsidiary's tax loss carryforward and all temporary differences. This resulted in a credit of \$360 million. In the second quarter of 1997, Schlumberger released the remaining valuation allowance related to its US subsidiary's tax loss carryforward and all temporary differences. The resulting reduction in income tax expense was not significant.

Leases and Lease Commitments

Total rental expense was \$303 million in 1999, \$304 million in 1998 and \$265 million in 1997. Future minimum rental commitments under noncancelable leases for years ending December 31 are: \$111 million in 2000; \$99 million in 2001; \$86 million in 2002; \$62 million in 2003; and \$52 million in 2004. For the ensuing three five-year periods, these commitments decrease from \$79 million to \$4 million. The minimum rentals over the remaining terms of the leases aggregate to \$43 million.

Contingencies

The Consolidated Balance Sheet includes accruals for the estimated future costs associated with certain environmental remediation activities related to the past use or disposal of hazardous materials. Substantially all such costs relate to divested operations and to facilities or locations that are no longer in operation. Due to a

number of uncertainties, including uncertainty of timing, the scope of remediation, future technology, regulatory changes and other factors, it is possible that the ultimate remediation costs may exceed the amounts estimated. However, in the opinion of management, such additional costs are not expected to be material relative to consolidated liquidity, financial position or future results of operations.

In addition, Schlumberger and its subsidiaries are party to various other legal proceedings. Although the ultimate disposition of these proceedings is not presently determinable, in the opinion of Schlumberger, any liability that might ensue would not be material in relation to the consolidated liquidity, financial position or future results of operations.

Segment Information

Schlumberger operates three reportable segments: Oilfield Services (OFS), Resource Management Services (RMS) and Test & Transactions (T&T).

The Schlumberger OFS segment falls into four clearly defined economic and geographical areas and is evaluated on the following basis: First, North America (NAM) is a major self-contained market. Second, Latin America (LAM) comprises regional markets that share a common dependence on the United States. Third, Europe is another major self-contained market that includes West Africa and the CIS, whose economy is increasingly linked to that of Europe. Fourth, Other Eastern includes the remainder of the Eastern Hemisphere, which consists of many countries at different stages of economic development that share a common dependence on the oil and gas industry. Camco is managed as a separate unit within OFS.

The OFS segment provides virtually all exploration and production services required during the life of an oil and gas reservoir. Schlumberger believes that all the products/services are interrelated and expects similar performance from each. The RMS segment is essentially a global provider of measurement solutions, products and systems for electricity, gas and water utilities worldwide. The T&T segment supplies technology products, services and system solutions to the semiconductor, banking, telecommunications, transportation and health care industries. The segment consists of Automated Test Equipment, Smart Cards & Terminals and Omnes.

Financial information for the years ended December 31, 1999, 1998 and 1997, by segment, is as follows:

	NAM	LAM	Europe/ CIS/W. Afr	Other Eastern	Camco	Elims/ Other	Total OFS	RMS	T&T	Elims/ Other	Consolidated
1999											
	(Stated in millions)										
Revenue.....	\$1,470	\$850	\$1,360	\$1,394	\$ 749	\$ 46	\$5,869	\$1,375	\$1,183	\$ (32)	\$ 8,395
Segment Income.....	\$ 68	\$ 5	\$ 67	\$ 215	\$ 74	\$ (27)	\$ 402	\$ 6	\$ 30	\$ (25)	\$ 413
Income Tax Expense(1)...	35	22	32	45	38	2	174	9	(3)	(47)	133
Pretax Segment Income...	\$ 103	\$ 27	\$ 99	\$ 260	\$ 112	\$ (25)	\$ 576	\$ 15	\$ 27	\$ (72)	\$ 546
Interest Income.....											228
Interest Expense.....		\$ (6)	\$ (1)					\$ (1)	\$ (1)		(184)
First & Fourth Quarter Charges.....											(120)
Pretax Income.....											\$ 470
Segment Assets.....	\$1,354	\$844	\$1,348	\$1,217	\$1,168	\$1,434	\$7,405	\$1,006	\$ 989	\$ --	\$ 9,400
Corporate Assets.....											5,681
Total Assets.....											\$15,081
Depreciation/ Amortization.....	\$ 193	\$134	\$ 216	\$ 217	\$ 72	\$ 39	\$ 871	\$ 88	\$ 48	\$ 14	\$ 1,021
Capital Expenditures....	\$ 160	\$118	\$ 121	\$ 133	\$ 107	\$ 50	\$ 689	\$ 49	\$ 44	\$ 10	\$ 792

(1) 1999 income tax expense excludes a credit of \$8 million related to the First & Fourth Quarter Charges.

	NAM	LAM	Europe/ CIS/W. Afr.	Other Eastern	Camco	Elims/ Other	Total OFS	RMS	T&T	Elims/ Other	Consoli- dated
(Stated in millions)											
1998											
Revenue.....	\$2,035	\$1,113	\$ 1,907	\$1,826	\$ 896	\$ 19	\$7,796	\$1,465	\$1,226	\$ 238	\$10,725
Segment Income.....	\$ 165	\$ 115	\$ 211	\$ 402	\$ 116	\$(55)	\$ 954	\$ 32	\$ 55	\$(92)	\$ 949
Income Tax Expense(2).....	93	44	58	92	62	3	352	18	18	(48)	340
Pretax Segment Income.....	\$ 258	\$ 159	\$ 269	\$ 494	\$ 178	\$(52)	\$1,306	\$ 50	\$ 73	\$(140)	\$ 1,289
Interest Income.....											164
Interest Expense.....		\$ (9)							\$ (1)		(127)
Third Quarter Charge.....											(432)
Pretax Income.....											\$ 894
Segment Assets.....	\$1,094	\$ 933	\$ 1,523	\$1,483	\$1,089	\$967	\$7,089	\$1,184	\$1,069	\$ --	\$ 9,342
Corporate Assets.....											5,316
Discontinued Operations Assets.....											1,420
Total Assets.....											\$16,078
Depreciation/Amortization..	\$ 204	\$ 113	\$ 205	\$ 203	\$ 75	\$ 65	\$ 865	\$ 87	\$ 48	\$ 12	\$ 1,012
Capital Expenditures.....	\$ 107	\$ 269	\$ 342	\$ 293	\$ 131	\$179	\$1,321	\$ 61	\$ 53	\$ 28	\$ 1,463
1997											
Revenue.....	\$2,168	\$1,019	\$ 1,863	\$1,745	\$ 869	\$(10)	\$7,654	\$1,569	\$1,066	\$ 363	\$10,652
Segment Income.....	\$ 265	\$ 154	\$ 250	\$ 384	\$ 99	\$(79)	\$1,073	\$ 47	\$ 73	\$(129)	\$ 1,064
Income Tax Expense(2).....	113	45	48	83	54	3	346	24	30	(12)	388
Pretax Segment Income.....	\$ 378	\$ 199	\$ 298	\$ 467	\$ 153	\$(76)	\$1,419	\$ 71	\$ 103	\$(141)	\$ 1,452
Interest Income.....											94
Interest Expense.....		\$ (5)							\$ (1)		(70)
Pretax Income.....											\$ 1,476
Segment Assets.....	\$1,451	\$ 852	\$ 1,370	\$1,339	\$1,042	\$843	\$6,897	\$1,219	\$1,088	\$ --	\$ 9,204
Corporate Assets.....											2,966
Discontinued Operations Assets.....											1,016
Total Assets.....											\$13,186
Depreciation/Amortization..	\$ 187	\$ 92	\$ 191	\$ 174	\$ 62	\$ 68	\$ 774	\$ 93	\$ 44	\$ 13	\$ 924
Capital Expenditures.....	\$ 280	\$ 216	\$ 305	\$ 313	\$ 96	\$ 51	\$1,261	\$ 67	\$ 63	\$ 13	\$ 1,404

(2) 1998 income tax expense excludes a credit of \$64 million related to the Third Quarter Charge.

Corporate assets largely comprise short-term and long-term investments.

During the three years ended December 31, 1999, no single customer exceeded 10% of consolidated revenue.

The accounting policies of the segments are the same as those described in Summary of Accounting Policies.

Oilfield Services' net income eliminations include: certain headquarters administrative costs which are not allocated geographically, goodwill amortization, and certain costs maintained at the OFS level.

Nonoperating expenses, such as certain intersegment charges and interest expense (except as shown above), are not included in segment operating income.

Schlumberger did not have revenue from third-party customers in its country of domicile during the last three years. In each of the three years, only revenue in the US exceeded 10% of consolidated revenue. Revenue in the US in 1999, 1998 and 1997 was \$2.5 billion, \$3.4 billion and \$3.5 billion, respectively.

Pension and Other Benefit Plans

US Pension Plans

Schlumberger and its US subsidiary sponsor several defined benefit pension plans that cover substantially all employees. The benefits are based on years of service and compensation on a career-average pay basis. These plans are fully funded with a trustee in respect to past and current service. Charges to expense are based upon

costs computed by independent actuaries. The funding policy is to annually contribute amounts that are allowable for federal income tax purposes. These contributions are intended to provide for benefits earned to date and those expected to be earned in the future.

The assumed discount rate, compensation increases and return on plan assets used to determine pension expense in 1999 were 7%, 4.5% and 9%, respectively. In 1998, the assumptions were 7.5%, 4.5% and 9%, respectively. In 1997, the assumptions were 8%, 4.5% and 8.5%, respectively.

Net pension cost in the US for 1999, 1998 and 1997, included the following components:

	1999	1998	1997
	----	----	----
	(Stated in millions)		
Service cost-benefits earned during the period.....	\$45	\$39	\$33
Interest cost on projected benefit obligation.....	73	68	61
Expected return on plan assets (actual return: 1999-\$211; 1998-\$167; 1997-\$165).....	(86)	(77)	(63)
Amortization of transition asset.....	(2)	(2)	(2)
Amortization of prior service cost/other.....	6	3	4
	---	---	---
Net pension cost.....	\$36	\$31	\$33
	===	===	===

Effective January 1, 1998, Schlumberger and its subsidiaries amended their pension plans to improve retirement benefits for retired employees. The funded status on December 31, 1997, reflects the amendment.

The change in the projected benefit obligation, plan assets and funded status of the plans on December 31, 1999 and 1998, was as follows:

	1999	1998
	-----	-----
	(Stated in millions)	
Projected benefit obligation at beginning of the year.....	\$ 1,060	\$ 906
Service cost.....	45	39
Interest cost.....	73	68
Actuarial (gains) losses.....	(70)	86
Benefits paid.....	(56)	(46)
Amendments.....	--	2
Special termination benefits.....	--	9
Other.....	--	(4)
	-----	-----
Projected benefit obligation at end of the year.....	\$ 1,052	\$ 1,060
	-----	-----
Plan assets at market value at beginning of the year.....	\$ 1,119	\$ 978
Actual return on plan assets.....	211	167
Employer contribution.....	2	20
Benefits paid.....	(56)	(46)
	-----	-----
Plan assets at market value at end of the year..	\$ 1,276	\$ 1,119
	-----	-----
Excess of assets over projected benefit obligation.....	224	59
Unrecognized net gain.....	(395)	(198)
Unrecognized prior service cost.....	44	50
Unrecognized net asset at transition date.....	(2)	(4)
	-----	-----
Pension liability.....	\$ (129)	\$ (93)
	=====	=====

The assumed discount rate, the rate of compensation increases and the expected long-term rate of return on plan assets used to determine the projected benefit obligations were 7.75%, 4.5% and 9%, respectively, in 1999, and 7%, 4.5% and 9% respectively, in 1998. Plan assets on December 31, 1999, consisted of common stocks (\$843 million), cash or cash equivalents (\$152 million), fixed income investments (\$197 million) and other investments (\$84 million). Less than 1% of the plan assets on December 31, 1999, were represented by Schlumberger common stock.

Non-US Pension Plans

Outside the US, subsidiaries of Schlumberger sponsor several defined benefit and defined contribution plans that cover substantially all employees who are not covered by statutory plans. For defined benefit plans, charges to expense are based upon costs computed by independent actuaries. These plans are substantially fully funded with trustees in respect to past and current service. For all defined benefit plans, pension expense was \$19 million, \$17 million and \$15 million in 1999, 1998 and 1997, respectively. The only significant defined benefit plan is in the UK.

The assumed discount rate, compensation increases and return on plan assets used to determine pension expense in 1999 were 7%, 4% and 9%, respectively. In 1998, the assumptions were 7.5%, 5% and 9%, respectively. In 1997, the assumptions were 8%, 5% and 8.5%, respectively.

Net pension cost in the UK plan for 1999, 1998 and 1997 (translated into US dollars at the average exchange rate for the periods), included the following components:

	1999	1998	1997
	----	----	----
	(Stated in millions)		
Service cost--benefits earned during the period.....	\$ 22	\$18	\$ 16
Interest cost on projected benefit obligation.....	15	18	15
Expected return on plan assets (actual return: 1999--\$96; 1998--\$22; 1997--\$28).....	(33)	(30)	(25)
Amortization of transition asset and other.....	(6)	(6)	(5)
	----	----	----
Net pension cost.....	\$ (2)	\$--	\$ 1
	====	====	====

The change in the projected benefit obligation, plan assets and funded status of the plan (translated into US dollars at year-end exchange rates) was as follows:

	1999	1998
	----	----
	(Stated in millions)	
Projected benefit obligation at beginning of the year.....	\$229	\$239
Service cost.....	22	18
Interest cost.....	15	18
Actuarial losses (gains).....	36	(37)
Benefits paid.....	(12)	(9)
	----	----
Projected benefit obligation at end of the year.....	\$290	\$229
	----	----
Plan assets at market value at beginning of the year.....	\$366	\$350
Actual return on plan assets.....	96	22
Employer contribution.....	4	3
Benefits paid.....	(12)	(9)
	----	----
Plan assets at market value at end of the year.....	\$454	\$366
	----	----
Excess of assets over projected benefit obligation.....	164	137
Unrecognized net gain.....	(135)	(114)
Unrecognized prior service cost.....	2	3
Unrecognized net asset at transition date.....	(3)	(4)
	----	----
Pension asset.....	\$ 28	\$ 22
	====	====

The assumed discount rate and rate of compensation increases used to determine the projected benefit obligation were 6.5% and 4%, respectively, in 1999, and 7% and 4%, respectively, in 1998; the expected long-term rate of return on plan assets was 9% in 1999 and 1998. Plan assets consisted of common stocks (\$339 million), cash or cash equivalents (\$90 million) and fixed income investments (\$25 million). None of the plan assets represented Schlumberger common stock.

For defined contribution plans, funding and cost are generally based upon a predetermined percentage of employee compensation. Charges to expense in 1999, 1998 and 1997, were \$24 million, \$25 million and \$25 million, respectively.

Other Deferred Benefits

In addition to providing pension benefits, Schlumberger and its subsidiaries have other deferred benefit programs. Expenses for these programs were \$73 million, \$128 million and \$127 million in 1999, 1998 and 1997, respectively.

Health Care Benefits

Schlumberger and its US subsidiary provide health care benefits for certain active employees. The cost of providing these benefits is recognized as expense when incurred and aggregated \$53 million, \$54 million and \$46 million in 1999, 1998 and 1997, respectively. Outside the US, such benefits are mostly provided through government-sponsored programs.

Postretirement Benefits other than Pensions

Schlumberger and its US subsidiary provide certain health care benefits to former employees who have retired under the US pension plans.

The principal actuarial assumptions used to measure costs were a discount rate of 7% in 1999, 7.5% in 1998 and 8% in 1997. The overall medical cost trend rate assumption beginning December 31, 1996, was 9% graded to 5% over the next six years and 5% thereafter. Previously, the overall assumption had been 10% graded to 6% over the next six years and 6% thereafter.

Net periodic postretirement benefit cost in the US for 1999, 1998 and 1997, included the following components:

	1999	1998	1997
	----	----	----
	(Stated in millions)		
Service cost--benefits earned during the period.....	\$11	\$11	\$ 9
Interest cost on accumulated postretirement benefit obligation.....	23	22	22
Amortization of unrecognized net gain and other.....	(3)	(6)	(6)
	---	---	---
	\$31	\$27	\$25
	===	===	===

The change in accumulated postretirement benefit obligation and funded status on December 31, 1999 and 1998, was as follows:

	1999	1998
	----	----
	(Stated in millions)	
Accumulated postretirement benefit obligation at beginning of the year.....	\$354	\$313
Service cost.....	11	11
Interest cost.....	23	22
Actuarial (gains) losses.....	(52)	18
Benefits paid.....	(16)	(11)
Acquisition.....	--	1
	----	----
Accumulated postretirement benefit obligation at end of the year.....	320	354
Unrecognized net gain.....	124	74
Unrecognized prior service cost.....	4	5
	----	----
Postretirement benefit liability on December 31.....	\$448	\$433
	====	====

The components of the accumulated postretirement benefit obligation on December 31, 1999 and 1998, were as follows:

	1999	1998
	----	----
	(Stated in millions)	
Retirees.....	\$161	\$165
Fully eligible.....	45	48
Actives.....	114	141
	----	----
	\$320	\$354
	====	====

The assumed discount rate used to determine the accumulated postretirement benefit obligation was 7.75% for 1999 and 7% for 1998.

If the assumed medical cost trend rate was increased by one percentage point, health care cost in 1999 would have been \$39 million, and the accumulated postretirement benefit obligation would have been \$372 million on December 31, 1999.

If the assumed medical cost trend rate was decreased by one percentage point, health care cost in 1999 would have been \$26 million, and the accumulated postretirement benefit obligation would have been \$278 million on December 31, 1999.

Supplementary Information

Operating revenue and related cost of goods sold and services for continuing operations comprised the following:

	Year ended December 31,		
	1999	1998	1997

	(Stated in millions)		
Operating revenue			
Sales.....	\$3,822	\$ 4,623	\$ 4,703
Services.....	4,573	6,102	5,949
	-----	-----	-----
	\$8,395	\$10,725	\$10,652
	=====	=====	=====
Direct operating costs			
Goods sold.....	\$2,461	\$ 2,916	\$ 2,949
Services.....	4,288	5,498	4,899
	-----	-----	-----
	\$6,749	\$ 8,414	\$ 7,848
	=====	=====	=====

Cash paid for interest and income taxes for continuing operations was as follows:

	Year ended December 31,		
	1999	1998	1997

	(Stated in millions)		
Interest.....	\$200	\$128	\$ 77
Income taxes.....	\$182	\$299	\$296

Accounts payable and accrued liabilities are summarized as follows:

	Year ended December 31,	
	1999	1998

	(Stated in millions)	
Payroll, vacation and employee benefits.....	\$ 564	\$ 582
Trade.....	663	820
Taxes, other than income.....	169	176
Other.....	887	962
	-----	-----
	\$2,283	\$2,540
	=====	=====

Interest and other income includes interest income, principally from short-term and long-term investments, of \$235 million, \$167 million and \$99 million for 1999, 1998 and 1997, respectively, and in 1999, a gain of \$103 million on the sale of financial instruments.

* Mark of Schlumberger.

APPENDIX III

FINANCIAL INFORMATION ON SEMA

Part A: Preliminary announcement of the unaudited 2000 results

Introduction

Set out below is the full text of the preliminary announcement of the unaudited 2000 results for Sema plc for the year to 31 December 2000 announced on 16 February 2001 and amended on 19 February 2001.

"Sema plc

Preliminary Announcement of results for the year ended 31 December 2000

Chairman's Statement

Summary results

	2000	1999
	-----	-----
	((Pounds) million)	
Turnover.....	1512.7	1410.0
PBT before goodwill amortisation.....	91.9	96.1
EPS before goodwill.....	13.2p	15.2p

Overview

The IT industry has experienced difficult trading conditions since January 2000, both in hardware and services, resulting in profit shortfalls for many companies. In the wake of Y2K and the dot.com bubble, many IT customers delayed placing major new contracts until the end of the year. Sema's financial performance was impacted by these industry-wide conditions.

The results for the full year are in line with our January 23 announcement with turnover of (Pounds)1,513m, up 7.3% against 1999 (11% at constant rates of exchange) and profit before tax and goodwill amortisation of (Pounds)91.9m, down 4.4% against 1999 (up 1% at constant rates). These results include five months of LHS operations, which generated a loss of (Pounds)8m. Earnings per share have declined from 15.2p in 1999 to 13.2p in 2000, a fall of 13.2%, based on an average number of shares of 467m and 536m respectively.

While these results are disappointing, particularly in the light of Sema's excellent record of 22% compound EPS growth rate over the last nine years, your Board believes that the strategic direction of Sema remains sound. In order to improve Sema's performance, the Group has embarked on several action plans.

In the telecoms area, a detailed integration plan has been put in place, the LHS and Sema teams have been merged and a road map of product development has been agreed, resulting in a re-focus of Research and Development. As a result, order intake improved sharply towards the end of the year, achieving higher market penetration. This higher level of order intake continued into the first weeks of 2001.

In addition a group-wide reduction in general and administrative costs will be implemented in the first half of 2001.

More fundamental still for the future of Sema is the recent offer by Schlumberger to acquire the company for 560p per share in cash. Your Board is recommending this offer to Shareholders who will receive a document in the near future setting out the terms of the offer and explaining the plans for the merged company.

Most importantly, the Group will continue to pursue its long-term objectives of high growth and profitability improvement with the same energy and determination as in the past.

Trading

During 2000, Sema suffered from the general slow-down in the IT services industry and experienced problems with some outsourcing activities on the Continent and difficulties of adjusting to the 35 hour week in France. As a result, Sema's turnover and Profit Before Tax, excluding LHS, grew by only 3.8% and 4.0% respectively.

As for LHS, which was acquired on 29 July 2000, it generated turnover of only (Pounds)48.5m and operating loss of (Pounds)8.0m, against an expectation of substantial profit. The prolonged LHS acquisition process had had a dramatic impact on its business leading to a sharp fall in new orders, which was compounded by the integration process.

The original Sema part of our telecoms activity performed well, achieving a turnover of (Pounds)275m in the year, compared with (Pounds)178m in 1999, a satisfactory rate of growth--but with insufficient profits to offset losses at LHS. The combined operating loss of the telecoms activity was consequently (Pounds)5.4m.

However, the telecoms order book at the end of 2000 was (Pounds)141m with a healthy book-to-bill ratio of 1.25 in the 2nd half. In 2001, a number of significant contracts have already been won in USA, Germany, Turkey, Brazil and UK.

Outsourcing has begun to show the benefits of restructuring, mainly in the UK, with the result that margins have improved from 5.4% to 8.3% although turnover growth (at constant rates) has been modest, according to plan. UK and Italy are the main profit contributors, while France, Sweden and Germany experienced difficult trading conditions.

The Business continuity activity, while only 3% of Group turnover, has again grown strongly, this year by 23%. This activity is now a truly global business operating in 11 countries from 34 sites. It has for example achieved critical mass within 18 months in New York, and is looking to expand in London and to open further sites in Japan, Singapore, Italy and France.

Webtech has achieved a turnover in 2000 of (Pounds)126m with more than 1300 employees. This activity is strong in France and Germany. In particular, two landmark installations of Internet banks have gone live, for AGF and Zebank--the latter a purely "virtual" bank. The co-operation with Broadvision is proving successful in many of these projects.

Balance Sheet and Cashflow

The Group's cash position is healthy at the end of 2000 with total cash, net of all debt, of (Pounds)106m compared with (Pounds)25m at the start of the year. Operating cashflow was (Pounds)79m for the year against (Pounds)109m in 1999, the decrease being attributable to a modest increase in working capital. The shape of the Group's balance sheet has radically changed with the acquisition of LHS, the major factor in the increase of the Group's net equity from (Pounds)238m to (Pounds)1.9 billion during the year. However, tangible net assets rose in the period from (Pounds)197m to (Pounds)372m of which (Pounds)106m is net cash.

Dividend

In the absence of the Offer from Schlumberger, announced 12 February 2001, the Board would propose at the next AGM a final dividend of 1.20p per share, making 2.45p for the full year. The dividend would be paid in July to shareholders on the register at the relevant date. But shareholders should note that under the terms of the Offer by Schlumberger, the shares are being acquired with the rights to all future dividends and distributions. In arriving at this recommendation, the Board concluded that the dividend for the year should represent the same proportion of available profits as in the past. Last year the final dividend was 1.77p, making 2.8p for the year.

Conclusion

Shareholders will appreciate that, in the present circumstances, it is inappropriate for me to comment further either on the Schlumberger offer or on the prospects for the Group. What I can do, and wholeheartedly wish to do, is to thank our employees for their achievements, their competence and their continued dedication.

Sir Julian Oswald
Chairman, Sema plc
16 February 2001

Consolidated Profit & Loss Account for the year ended 31 December 2000

	Note	Total 2000	Total 1999
		((Pounds)M)	((Pounds)M)
Turnover	3,7		
Continuing activities.....		1,464.2	1,410.0
Acquisitions.....		48.5	--
		-----	-----
		1,512.7	1,410.0
Cost of Sales.....	4	(1,559.9)	(1,315.2)
Operating (loss)/profit			
Continuing activities.....		94.0	94.8
Acquisitions.....		(141.2)	--
		-----	-----
		(47.2)	94.8
Exceptional profit on sale of investment.....	6	17.8	6.2
Amounts written off investments.....	6	(4.4)	--
Exceptional restructuring costs.....	6	(13.3)	(6.0)
Net interest.....		(2.2)	(1.2)
		-----	-----
(Loss)/profit before taxation.....	3,7	(49.3)	93.8
Taxation.....	8	(20.6)	(24.6)
		-----	-----
(Loss)/profit after taxation.....		(69.9)	69.2
Minority interests.....		(0.3)	(0.5)
		-----	-----
(Loss)/profit for the financial year.....		(70.2)	68.7
Dividends.....	9	(15.0)	(13.0)
		-----	-----
Retained (loss)/profit for the financial year..		(85.2)	55.7
		-----	-----
Basic earnings per share.....	2	(13.4)p	14.9p
		-----	-----
Fully diluted earnings per share.....	2	(13.1)p	14.7p
		-----	-----
Fully diluted basic earnings per share, adjusted for the effect of goodwill amortisation	2	13.2p	15.2p
		-----	-----
Dividend per share.....	9	2.5p	2.8p
		-----	-----

Consolidated Balance Sheet as at 31 December 2000

	31.12.00	31.12.99
	-----	-----
	((Pounds)M)	((Pounds)M)
Fixed assets-tangible.....	155.8	152.3
Fixed assets-intangible assets (note 1).....	1,525.1	42.5
Associated undertakings and investments.....	34.4	6.2
	-----	-----
	1,715.3	201.0
	-----	-----
Stock and work in progress.....	153.6	100.0
Debtors.....	532.7	389.8
Creditors.....	(578.6)	(449.3)
	-----	-----
Net working capital.....	107.7	40.5
Cash, net of short term borrowings.....	92.8	47.7
Short term marketable debt securities.....	28.5	--
Long term borrowings.....	(15.7)	(22.3)
	-----	-----
Net cash.....	105.6	25.4
Provisions and long term creditors.....	(31.1)	(27.2)
	-----	-----
Net assets.....	1,897.5	239.7
	=====	=====
Represented by:		
Shareholders' funds (note 10).....	1,896.3	238.0
Minority interests.....	1.2	1.7
	-----	-----
	1,897.5	239.7
	=====	=====

Statement of Total Recognised Gains and Losses for the year ended 31 December 2000

	Year Ended 31 December	
	-----	-----
	2000	1999
	-----	-----
	((Pounds)M)	((Pounds)M)
(Loss)/profit for the financial year.....	(70.2)	68.7
Currency translation differences on foreign currency net investments.....	1.6	(13.2)
Tax effect of currency translation differences.....	2.8	1.6
Write down of Sema shares issued to recoverable amount.....	(11.0)	--
	-----	-----
	(76.8)	57.1
	=====	=====

Consolidated Cash Flow for the year ended 31 December 2000

	Year Ended 31 December	
	2000	1999
	(Pounds)M	(Pounds)M
Operating (loss)/profit.....	(47.2)	94.8
Depreciation and amortisation.....	212.5	56.6
Exceptional restructuring costs.....	(13.3)	(6.0)
Other.....	(72.5)	(36.7)
Net operating cash flow.....	79.5	108.7
Servicing of finance and tax paid.....	(26.5)	(26.9)
Investing activities:		
Tangible fixed assets.....	(76.9)	(69.9)
Net disposal/(purchase) of investments.....	27.2	(26.6)
	-----	-----
Net cash inflow before financing.....	3.3	(14.7)
Equity dividends paid.....	(15.9)	(11.4)
Financing:		
Share issues.....	65.8	3.8
New bank loans.....	2.2	--
Sale of marketable debt securities	8.8	--
Payment of deferred consideration.....	(6.5)	--
Repayment of amounts borrowed.....	(10.8)	(10.7)
	-----	-----
	59.5	(6.9)
	-----	-----
Net cash inflow/(outflow).....	46.9	(33.0)
	-----	-----
Reconciliation of net cash flow to movement in net funds		
Increase/(decrease) in cash.....	46.9	(33.0)
Net movement in loans.....	(1.3)	0.9
Net movement in finance leases	8.2	4.2
Net movement in marketable debt securities.....	27.8	--
Effects of foreign exchange.....	(1.4)	(4.1)
Net funds at 1 January.....	25.4	57.4
	-----	-----
Net funds at 31 December.....	105.6	25.4
	=====	=====

1. Basis of preparation

These unaudited financial statements have been prepared on the basis of the accounting policies set out in the financial statements for the year ended 31 December 1999.

During the year, capitalised software licence costs previously classified as tangible fixed assets were re-classified as intangible assets. The comparative for the year ended 31 December 1999 has been amended accordingly.

2. Earnings per share

	2000	1999
	-----	-----
Basic earnings per share	(Pounds)M	(Pounds)M
(Loss)/profit for the financial year.....	(70.2)	68.7
Earnings per share	(13.4)p	14.9p
Fully diluted earnings per share		
(Loss)/profit for the financial year.....	(70.2)	68.7
Earnings attributable to ordinary shareholders on conversion of potential ordinary shares.....	--	0.1
	-----	-----
(Loss)/profit for the financial year, adjusted for full dilution.....	(70.2)	68.8
Goodwill amortisation.....	141.2	2.3
	-----	-----
Adjusted profit for the financial year.....	71.0	71.1
	-----	-----
Weighted average number of shares in issue during the year (millions).....	522.9	462.3
Additional shares on potential conversion into ordinary shares (millions).....	13.2	4.8
	-----	-----
Adjusted weighted average number of shares in issue during the year (millions).....	536.1	467.1
	-----	-----
Fully diluted earnings per share.....	(13.1)p	14.7p
Fully diluted earnings per share, adjusted.....	13.2p	15.2p

An adjusted earnings per share has been provided in order to eliminate the distortions caused by non-operating items. The item eliminated is the amortisation of goodwill. Such an adjustment has been made in accordance with the guidelines laid down by the Institute of Investment Management and Research.

3. Segmental analyses

	Turnover by destination		Turnover by origin	
	Year ended 31 December		Year ended 31 December	
	2000	1999	2000	1999
	-----	-----	-----	-----
a) Turnover by geography	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M
UK.....	522.8	440.0	586.5	521.1
France.....	278.6	334.1	289.1	350.1
Sweden.....	165.8	198.3	148.7	165.7
Italy.....	106.2	78.5	127.4	94.4
Spain.....	92.8	78.8	108.8	122.7
Others.....	346.5	280.3	252.2	156.0
	-----	-----	-----	-----
Total.....	1512.7	1,410.0	1512.7	1,410.0
	=====	=====	=====	=====
b) Turnover by activity				
Systems Integration.....			636.3	621.4
Outsourcing.....			463.2	465.6
Products.....			231.6	159.0
Managed Services.....			135.2	126.3
Business Continuity.....			46.4	37.7
			-----	-----
Total.....			1,512.7	1,410.0
			=====	=====

c) Profit before tax, goodwill amortisation, exceptional items and amounts written off investments by activity

	Year ended	
	31.12.00	31.12.99
	(Pounds)M	(Pounds)M
Systems Integration.....	42.2	54.3
Outsourcing.....	38.5	25.2
Products.....	(7.7)	(2.0)
Managed Services.....	12.2	10.9
Business Continuity.....	6.6	7.5
	----	----
Total.....	91.8	95.9
	=====	=====

4. Operating costs

	Year ended	
	31.12.00	31.12.99
	(Pounds)M	(Pounds)M
Staff costs (note 5).....	709.6	670.0
Goodwill amortisation.....	141.2	2.3
Other intangibles amortisation.....	5.0	--
Depreciation.....	60.7	55.8
Auditors' remuneration:		
Audit fees.....	1.2	1.0
Non audit services.....	0.4	0.1
Operating lease charges.....	65.4	31.0
Research and development costs.....	40.0	27.7
Loss/(profit) on disposal of fixed assets.....	5.6	(1.5)
Other operating costs.....	530.8	528.8
	----	----
Total cost of sales.....	1,559.9	1,315.2
	=====	=====

Non audit services shown above exclude (Pounds)2.3 million (1999: nil) of fees payable for professional services incurred in the year in connection with acquisitions. These fees have been accounted for as acquisition costs upon completion of the transaction.

5. Staff Costs

	Year ended	
	31.12.00	31.12.99
	(Pounds)M	(Pounds)M
Staff costs comprised:		
Salaries and related costs.....	563.1	519.1
Social security costs.....	139.7	135.8
Normal pension costs.....	11.9	15.1
Early retirement pension costs.....	3.3	--
Non-exceptional redundancy costs.....	5.9	--
Refund of surplus Swedish pension contributions.....	(14.3)	--
	----	----
Total staff costs.....	709.6	670.0
	=====	=====

Included in the loss for the year is a refund of pension contributions from the Swedish Pension Plan (SPP). During the mid-1990's and subsequent years, a surplus arose in the SPP insurance company because the investment yield of the state insurance program exceeded the rate of increase in the corresponding pension obligations. Through a resolution in December 1998, SPP divided, by company, the surplus that had accumulated up to and including 1998. The refund is clearly defined, measurable and collectible, and under UK GAAP is shown in the profit and loss and in debtors in these statements.

6. Exceptional items and amounts written off investments.

During the year the Group sold its remaining interest in Openwave.com Inc. (formerly Phone.com Inc.), a US company. 336,668 shares were sold resulting in a profit of (Pounds)17.8m.

The exceptional restructuring costs of (Pounds)13.3m related to the fundamental restructuring of the Group's outsourcing activities, intended to improve the Group's competitive position in this market.

The results for the year include an exceptional write down of (Pounds)4.4m in the value of Sema's investment portfolio following a directors' valuation at 31 December 2000.

The net tax expense on exceptional items and amounts written off investments is (Pounds)1.1m.

7. Results for the 6 months ended 31 December 2000

	Six months ended		Six months ended	
	31.12.00	30.06.00	31.12.99	30.06.99
	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M
On ordinary activities, excluding exceptional items				
Turnover.....	792.3	720.4	741.4	668.6
Turnover, continuing activities...	743.8	720.4	741.4	668.6
Operating (loss)/profit, including associates.....	(91.3)	44.1	56.6	38.2
Interest.....	(0.2)	(2.0)	(0.9)	(0.3)
(Loss)/profit before tax.....	(91.5)	42.1	55.7	37.9
(Loss)/profit after tax.....	(99.2)	30.3	40.9	27.9
On ordinary activities, excluding exceptional items, amounts written off investments and goodwill amortisation				
Operating profit, including associates.....	44.7	49.3	58.3	38.8
Profit before tax.....	44.5	47.3	57.4	38.5
Profit after tax.....	36.5	35.5	42.1	28.5
Fully diluted earnings per share, adjusted for the effects of goodwill amortisation.....	5.9p	7.5p	9.2p	5.9p

8. Taxation on (loss)/profit on ordinary activities

	Year ended	
	31.12.00	31.12.99
	(Pounds)M	(Pounds)M
UK.....	7.1	7.0
Overseas.....	12.3	17.7
Associated undertakings.....	0.1	0.1
	19.5	24.8
Exceptional items.....	1.1	(0.2)
	20.6	24.6
	====	====

9. Dividend

	Year ended	
	31.12.00	31.12.99
	(Pounds)M	(Pounds)M
Interim paid: 1.25p (1999: 1.03p).....	7.6	4.8
Final proposed: 1.20p (1999: 1.77p).....	7.4	8.2
	15.0	13.0
	====	====

10. Reconciliation of movement in shareholders' funds

	Share capital	Share premium	Merger relief reserve	Shares to be issued	Profit and loss	Total shareholders' funds	Total shareholders' funds
	2000	2000	2000	2000	2000	2000	1999
	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M	(Pounds)M
(Loss)/profit for the year, on ordinary activities.....					(69.2)	(69.2)	68.3
(Loss)/profit for the year, on exceptional items.....					(1.0)	(1.0)	0.4
Dividends.....					(15.0)	(15.0)	(13.0)
Other recognised gains and losses:							
Foreign exchange adjustment.....					1.6	1.6	(13.2)
Tax effect of currency translation differences.....					2.8	2.8	1.6
Write down of Sema shares issued to recoverable amount.....					(11.0)	(11.0)	--
New share capital subscribed.....	15.1	22.6	1541.4			1,579.1	3.7
Share issue costs.....		(7.7)				(7.7)	--
Consideration shares to be issued.....				178.7		178.7	--
Movement in shareholders' funds....	15.1	14.9	1541.4	178.7	(91.8)	1,658.3	47.8
Shareholders' funds at 1 January 2000.....	46.3	102.3	--	--	89.4	238.0	190.2
Shareholders' funds at 31 December 2000.....	61.4	117.2	1541.4	178.7	(2.4)	1,896.3	238.0

Cumulative goodwill written off against the profit and loss account totals (Pounds)215.4 million to 31 December 2000.

Included in associated undertakings and investments is the purchase of 1,920,315 Sema shares by employee share ownership trusts established during the year. The net recoverable amount of these shares has been assumed to be the exercise price of future employee options. The difference between the purchase price and the exercise price has been written off to reserves.

Shares to be issued related to the LHS Inc common stock issued and outstanding at the date of acquisition on 29 July 2000, which will not convert to Sema ordinary shares until specified future date, together with the estimated number of additional shares which may be issued in respect of LHS Inc stock options which do not vest until a specified future date.

Share issue costs relate solely to shares issued as American Depository Shares (ADS's) in relation to the acquisition of LHS Inc during the year.

11. Results for the year end 31 December 2000 in euros

	Year ended 31.12.00	Year ended 31.12.99
	euro millions	euro millions
On ordinary activities, excluding exceptional items		
Turnover.....	2,483.7	2143.2
Turnover, continuing activities.....	2,404.0	2143.2
Operating (loss)/profit, including associates.....	(77.5)	144.1
Interest.....	(3.6)	(1.8)
(Loss)/profit before tax.....	(81.1)	142.3
(Loss)/profit after tax.....	(113.1)	104.6
Basic earnings per share (euro cents).....	(21.6)	22.50
Basic earnings per share, adjusted for goodwill amortisation (euro cents).....	22.1	23.26

The amounts in euro quoted above have been translated at the average exchange rates prevailing for the relevant year from the profit and loss account in Sterling shown above.

12. Exchange rates

	Year	Year	Year	Year
	ended	ended	ended	ended
	31.12.00	31.12.00	31.12.99	31.12.99
	-----	-----	-----	-----
	Average	Closing	Average	Closing
Euro.....	1.64	1.60	1.52	1.61
French Franc.....	10.77	10.51	9.96	10.55
Italian Lira.....	3,189	3,102	2,942	3,114
Spanish Peseta.....	275.17	266.60	255.49	267.54
Swedish Krona.....	13.87	14.15	13.37	13.77

This statement was approved by the directors on 15 February 2001. The financial information contained in this document does not constitute statutory accounts within the meaning of section 240 of the Companies Act 1985. The financial information for the year ended 31 December 1999 has been abridged from the Group's 1999 statutory accounts, which have been filed with the Registrar of Companies. The auditors' opinion on those accounts was unqualified and did not include a statement under section 237 (2) or (3) of the Companies Act 1985. Accounting policies used in the preparation of this statement are consistent with those used in the full audited accounts except as stated in note 1 above."

Set out below is the full text of the additional information which was announced in conjunction with the preliminary announcement of the unaudited 2000 results for Sema plc for the year to 31 December 2000.

"Sema plc
Full Year Results
16 February 2001

The following information should be read in conjunction with the preliminary announcements of results for the year ended 31 December 2000 dated 16 February 2001.

A. Analysis of Profit and Loss Account -- Excluding goodwill amortisation.

(Pounds) Millions	Sema	2000 LHS	Total	1999 Sema	% Growth	
					Exch. Rate	Constant Exch. Rate
-----	-----	-----	-----	-----	-----	-----
Turnover.....	1464.2	48.5	1512.7	1410.0	7.3	11.4
Operating profit.....	103.6	(9.5)	94.1	97.3		
Interest.....	(3.7)	1.5	(2.2)	(1.2)		
PBT.....	99.9	(8.0)	91.9	96.1		
Tax.....	(20.5)	(0.1)	(20.6)	(24.6)		
PAT.....	79.4	(8.1)	71.3	71.5		
EPS (fully diluted).....	17.0p	(3.8p)	13.2p	15.2p		
Tax rate	20.5%		22.4%	25.6%		
Net cash.....			105.6	25.4		

B. Comparison 1999-2000

(Pounds) millions	1st Half		
	2000	1999	Growth
-----	-----	-----	-----
Turnover.....	720	669	8%
Operating profit before R & D.....	62	52	19%
Operating profit.....	49	39	26%
PBT.....	47	38	24%
% Turnover.....	7%	6%	
PAT.....	35	28	25%
% Turnover.....	4.9%	4.2%	
Fully diluted EPS before goodwill.....	7.6p	5.9p	29%

(Pounds) millions	2nd Half		
	2000	1999	Growth
Turnover.....	793	741	7%
Operating profit before R & D.....	72	73	(1%)
Operating profit.....	45	58	(22%)
PBT.....	45	58	(22%)
% Turnover.....	6%	8%	
PAT.....	36	43	(16%)
% Turnover.....	4.5%	5.8%	
Fully diluted EPS before goodwill.....	5.6p	9.3p	(40%)

(Pounds) millions	Full year		
	2000	1999	Growth
Turnover.....	1,513	1,410	7%
Operating profit before R & D.....	134	125	7%
Operating profit.....	94	97	(3%)
PBT.....	92	96	(4%)
% Turnover.....	6%	7%	
PAT.....	71	71	(1%)
% Turnover.....	4.7%	5.0%	
Fully diluted EPS before goodwill.....	13.2p	15.2p	(13%)

C. Turnover and profit* by activity

(Pounds) Millions	Turnover			PBT		
	2000	1999	2000	%	1999	%
Systems integration.....	636.3	621.4	42.2	6.6	54.3	8.7
Outsourcing.....	463.2	465.6	38.5	8.3	25.2	5.4
Products.....	231.6	159.0	(7.7)	(3.3)	(2.0)	(1.3)
Managed services.....	135.2	126.3	12.2	9.0	10.9	8.6
Business continuity.....	46.4	37.7	6.6	14.2	7.5	19.9
Total	1,512.7	1,410.0	91.8	6.1	95.9	6.8

* before tax, goodwill amortisation, exceptionals and amounts written off investments

D. Consolidated balance sheet

(Pounds) Millions	31 Dec 00	31 Dec 99
	-----	-----
Fixed assets.....	1,715.3	201.0
Net working capital.....	107.7	40.5
Long term creditors.....	(31.1)	(27.2)
Net cash.....	105.6	25.4
	-----	-----
Total.....	1,897.5	239.7
	=====	=====
Shareholders' funds.....	1,896.3	238.0
Minority interests.....	1.2	1.7
	-----	-----
Total.....	1,897.5	239.7
	=====	=====

E. Cash flow statement -- Excluding goodwill amortisation

(Pounds) Millions	2000	1999
	-----	-----
Operating profit.....	94.1	97.3
Depreciation.....	71.3	54.3
Working capital movement.....	(72.6)	(36.9)
Operating cash flow.....	92.8	114.7
Tax/interest paid.....	(26.5)	(26.9)
Capital expenditure.....	(76.9)	(69.9)
Investing activities.....	13.8	(32.5)
Financing/dividends.....	78.3	(13.3)
Exchange difference.....	(1.3)	(4.1)
Movement in net cash.....	80.2	(32.0)

END"

1. Introduction

Set out below is the full text of the unaudited pro forma consolidated financial information as contained in the Sema Listing Particulars. References in the unaudited pro forma financial information, set out below, to sections, parts, notes and pages, are to those contained in the Sema Listing Particulars.

"The following unaudited pro forma consolidated financial information has been prepared to illustrate the effects on the profit and loss account and balance sheet of Sema as if the Merger had occurred, in the case of the unaudited pro forma consolidated profit and loss account information, at 1 January 1999 and, in the case of the unaudited pro forma consolidated balance sheet, at 31 December 1999.

Sema will account for the Merger as an acquisition under UK GAAP in accordance with Financial Reporting Standard 6 "Acquisitions and Mergers" and the unaudited pro forma consolidated financial information has been prepared on this basis.

The unaudited pro forma financial statements, which comprise the unaudited pro forma consolidated profit and loss account for the year ended 31 December 1999 and the unaudited pro forma consolidated balance sheet as at 31 December 1999, combine the financial information for Sema for the year ended and as at 31 December 1999, which has been extracted from the audited results as set out in Section 3 of Part II of this document, with the financial information for LHS for the year ended and as at 31 December 1999, which has been extracted from the unaudited restatement under UK GAAP as set out in Section 4 of Part III of this document.

No adjustments have been made to reflect any transactions other than as described in this section. In particular, no account has been taken of any restructuring costs or any potential cost savings or other synergies that could result from the Merger.

All of the pro forma adjustments made are expected to have a continuing impact on Sema.

The unaudited pro forma consolidated financial information has been prepared for illustrative purposes only. Because of its nature it may not give a true picture of the financial position or results which would have been reported by Sema if the Merger had actually occurred on the dates assumed.

2. Unaudited pro forma condensed consolidated profit and loss account

The notes are an integral part of the unaudited pro forma condensed consolidated financial information.

	Year Ended 31 December 1999			
	Sema UK GAAP	LHS UK GAAP (Note 1)	Merger Adjustments (Note 2)	Pro Forma Combined
	((Pounds))	((Pounds))	((Pounds))	((Pounds))
	(in millions, except per share amounts)			
CONSOLIDATED PROFIT AND LOSS ACCOUNT				
Amount in accordance with UK GAAP				
Revenue.....	1,410	150.3	--	1,560.3
Cost of sales (excluding goodwill amortisation)...	(1,312.9)	(112.4)	--	(1,425.3)
Operating profit before goodwill amortisation....	97.1	37.9	--	135.0
Amortisation of goodwill..	(2.3)	(8.4)	(546.1) (i)	(556.8)
Total operating profit/(loss) (after goodwill amortisation)...	94.8	29.5	(546.1)	(421.8)
Exceptional profit on disposal.....	6.2	--	--	6.2
Exceptional restructuring costs.....	(6.0)	--	--	(6.0)
Net interest (payable)/receivable....	(1.2)	3.1	--	1.9
Total profit/(loss) before tax.....	93.8	32.6	(546.1)	(419.7)
Taxation.....	(24.6)	(16.3)	--	(40.9)
Total profit/(loss) after tax.....	69.2	16.3	(546.1)	(460.6)
Minority interests.....	(0.5)	--	--	(0.5)
Profit/(loss) attributable to shareholders.....	68.7	16.3	(546.1)	(461.1)
Basic earnings per share on an IIMR basis (pence).....	15.3	42.0		15.5
Reconciliation of basic earnings per share to adjusted earnings per share on IIMR basis				
Earnings per share (pence).....	14.9	27.7		(75.1)
Adjusted for non-operating items:				
Exceptional items (pence).....	(0.1)	--		(0.1)
Basic earnings per share on ordinary activities...	14.8	27.7		(75.2)
Goodwill amortisation (pence).....	0.5	14.3		90.7
Adjusted earnings per share on an IIMR basis (pence).....	15.3	42.0		15.5
Weighted average number of shares in issue during the year (millions).....	462.3	58.9		613.6

Basic earnings per share given on an IIMR basis have been presented in order to provide basic earnings per share data after eliminating (1) profit after tax and minority interests on dispositions of discontinued operations and investments (2) exceptional restructuring costs and (3) the amortisation of goodwill. Such adjustments are prepared in accordance with guidelines established by the Institute of Investment Management and Research (IIMR).

Notes are provided on pages 81, 82 and 83.

3. Unaudited pro forma condensed consolidated balance sheet

The notes are an integral part of the unaudited pro forma condensed consolidated financial information.

	As of 31 December 1999			
	Sema UK GAAP	LHS UK GAAP (Note 1)	Merger Adjustments (Notes 2)	Pro Forma Combined
	((Pounds))	((Pounds))	((Pounds))	((Pounds))
	(in millions)			
CONSOLIDATED BALANCE SHEET				
Amounts in accordance with UK GAAP:				
Fixed assets				
Tangible assets.....	146.2	13.0	--	159.2
Intangible assets.....	48.0	66.8	2,730.6 (ii)	2,779.6
			(65.8) (ii)	
Associated undertakings and investments.....	6.2	7.3	--	13.5
	200.4	87.1	2,664.8	2,952.3
Debtors.....	476.0	95.5	(0.3) (ii)	571.2
Cash.....	75.7	53.8	--	129.5
Total Assets.....	752.1	236.4	2,664.5	3,653.0
Short-term liabilities....	(468.4)	(44.3)	(43.9) (ii)	(556.6)
Long-term liabilities.....	(44.0)	(0.6)	--	(44.6)
Net assets.....	239.7	191.5	2,620.6	3,051.8
Capital and Reserves:				
Shareholders' funds				
Called-up share capital.....				
Share premium account...	46.3	0.3	(0.3) (ii)	46.3
	102.3	156.6	(156.6) (ii)	2,506.0
			2,415.2 (ii)	
			(11.5) (ii)	
Shares to be issued.....	--	--	408.4 (ii)	408.4
Profit and loss account.....	89.4	34.6	(34.6) (ii)	89.4
Minority interests.....	238.0	191.5	2,620.6	3,050.1
	1.7	--	--	1.7
	239.7	191.5	2,620.6	3,051.8

Notes are provided on pages 81, 82 and 83.

4. Notes to the unaudited pro forma condensed consolidated financial information

NOTE 1--Translation of LHS Financial Statements under UK GAAP

LHS presents its financial statements in US dollars. The results and balance sheet of LHS, as restated under UK GAAP in Section 4 of Part III, have been translated at the rate of \$1.6150 to (Pounds)1.00 for the year ended 31 December 1999.

These translations should not be taken as assurances that the pound sterling amounts currently represent US dollar amounts or could be converted into US dollars at the rate indicated or at any other rate, at any time.

NOTE 2--Pro Forma Adjustments

The unaudited pro forma condensed consolidated balance sheet gives effect to the pro forma adjustments set forth below. Adjustments to reflect the fair values of the assets and liabilities of LHS under the acquisition method of accounting under UK GAAP will be determined upon completion of the Merger.

Under UK GAAP acquisition accounting, the date of determining the cost of acquisition is the date of completion of the Merger. The cost of acquisition comprises the fair value of Sema shares issued, based on their quoted price on the date of completion of the acquisition, together with the expenses of acquisition. Consequently, the cost of acquisition and the fair values used in the unaudited pro forma condensed consolidated financial

4. Notes to the unaudited pro forma condensed consolidated financial information--(continued)

information are provisional and may differ from the finally determined amounts. Sema has estimated the fair values of all significant assets and liabilities of LHS, and no material adjustments from book value were identified or recorded. In the pro forma financial information, the consideration is based on a price per Ordinary Share of (Pounds)16.96, the closing middle market quotation for Ordinary Shares as derived from the Daily Official List of the London Stock Exchange (the "Closing Price") on 14 March 2000, the date prior to the announcement of the terms of the acquisition. Based on the Closing Price of Ordinary Shares on 21 June 2000, ((Pounds)9.45), the latest practicable date prior to the publication of this document, the total consideration would be (Pounds)1,506 million. Sema cannot finalise the allocation of the consideration to assets and liabilities and the amortisation/depreciation periods until the cost of acquisition is fixed and it has full access to LHS's financial and reserve information.

(i) Goodwill Amortisation

The unaudited pro forma condensed consolidated profit and loss account gives effect to pro forma adjustments set out below to amortise intangible assets of (Pounds)546.1 million per year over a period of 5 years, based on the share price of (Pounds)16.96 referred to above. Based on the share price of (Pounds)9.45 also referred to above, the amortisation charge would be (Pounds)283 million per year over 5 years.

(ii) Consideration, Combination Adjustments and Merger Costs

LHS Shareholders will be entitled to receive, for each LHS Share held as of the Effective Time, 2.6 Ordinary Shares. Such Ordinary Shares will be delivered in the form of Sema ADSs or, at the election of each LHS Shareholder, Ordinary Shares. The precise number of LHS Shares to be cancelled and exchanged in the Merger cannot be determined until the Effective Time. For purposes of the pro forma adjustments within the unaudited pro forma condensed consolidated financial information at 31 December 1999, the number of LHS Shares issued and outstanding on 14 March 2000 and which convert immediately on completion of the Merger (50.0 million shares) together with the estimated number of additional Ordinary Shares which may be issued in respect of outstanding LHS stock options which have already vested or will vest at the Effective Time (8.2 million options), would result in the issue of approximately 151.3 million Ordinary Shares.

The purchase price also includes the deferred consideration relating to the LHS Shares held by the continuing LHS Shareholders which may convert to Ordinary Shares between 1 January 2002 and 30 June 2004 in accordance with the Exchange Agreement. The purchase price further includes the estimated number of additional Ordinary Shares which may be issued in respect of an additional 0.4 million LHS stock options which do not vest at the Effective Time. The specified dates of the deferred consideration are described further in Section 4 of Part V of this document.

For the purposes of the unaudited pro forma condensed consolidated financial information, the cost of acquisition has been determined as follows (in (Pounds) millions):

Issue of approximately 130.0 million Ordinary Shares at (Pounds)16.96 (\$27.39) per share.....	2,205.3
Issue of approximately 21.3 million Ordinary Shares assumed issued (for the purposes of the pro forma) to LHS option holders, net of consideration receivable.....	209.9
Deferred consideration assumed issued to the Continuing LHS Shareholders of approximately 23.2 million Ordinary Shares at (Pounds)16.96 (\$27.39) per share.....	392.9
Deferred consideration on approximately 1.1 million Ordinary Shares to LHS option holders, net of consideration receivable.....	15.5

	2,823.6
Merger fees and expenses.....	32.7

	2,856.3
	=====

The combination adjustments eliminate the LHS Shares, additional paid-in capital and retained earnings, as well as LHS's goodwill, and introduce the nominal value of the Ordinary Shares to be issued and the goodwill on acquisition which represents the difference between the cost of acquisition and the net assets of LHS acquired.

4. Notes to the unaudited pro forma condensed consolidated financial statements--(continued)

Goodwill on acquisition is calculated as follows (in (Pounds) millions):

	For the year ended 31 December 1999 -----
Total cost of acquisition...	2,856.3
Less: net assets of LHS acquired under UK GAAP:	
called-up share capital...	(0.3)
share premium.....	(156.6)
profit and loss account...	(34.6)

	(191.5)
Add: goodwill included in LHS net assets acquired under UK GAAP.....	65.8

Total goodwill.....	2,730.6 =====

The cost of acquisition is allocated to the pro forma balance sheet as prepared under UK GAAP as follows ((Pounds) millions):

Net tangible assets	
Fixed assets.....	13.0
Associated undertakings and investments.....	7.3
Debtors.....	95.5
Cash.....	53.8
Total liabilities.....	(44.9)

	124.7
Intangible assets	
Patent.....	1.0
Goodwill.....	2,730.6

Total cost of acquisition.....	2,856.3 =====

Sema has accrued approximately (Pounds)32.4 million in costs relating to the Merger, in addition to (Pounds)11.5 million in Stamp Duty Reserve Tax ("SDRT"). Costs of (Pounds)0.3 million incurred up to 31 December 1999 and capitalised on Sema's balance sheet have been allocated to the cost of acquisition in arriving at goodwill.

SDRT of 1.5% of the value of the Ordinary Shares underlying the Sema ADSs, at the time the Ordinary Shares are transferred to the Depositary (or its nominee), is payable by Sema on the issue of Sema ADSs. To the extent that LHS Shareholders elect to take Ordinary Shares (which underlie Sema ADSs) rather than Sema ADSs, Sema will have no SDRT liability for the Ordinary Shares issued. For the purposes of preparing the pro forma information Sema has assumed that approximately 25% of LHS Shareholders will take Sema ADSs rather than Ordinary Shares. The remaining 75% of the LHS Shareholders will take Ordinary Shares. The amount of SDRT payable has been estimated as (Pounds)11.5 million, using a price per Ordinary Share of (Pounds)16.96. The amount of SDRT actually payable will depend on the price per Ordinary Share at the time the Ordinary Shares underlying the Sema ADSs are transferred to the Depositary (or its nominee).

SDRT is a share issue expense and has been charged against share premium account."

APPENDIX IV

ADDITIONAL INFORMATION

1. Responsibility

- (a) The directors of Schlumberger Investments, whose names are set out in Schedule IVA, accept responsibility for the information contained in this document other than that relating to the Sema Group, the directors of Sema and the members of their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the directors of Schlumberger Investments (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The directors of Sema, whose names are set out in paragraph 2(b)(i) below, accept responsibility for the information contained in this document relating to the Sema Group, the directors of Sema and members of their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the directors of Sema (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (c) The statements set out in paragraphs (a) and (b) above are included solely to comply with Rule 19.2 of the City Code and shall not be deemed to establish or expand liability under law, including under US federal securities laws or under the laws of any state of the US.

2. Directors, executive officers and registered or principal executive offices

- (a) Directors of Schlumberger Investments and directors and executive officers of Schlumberger.
 - (i) The directors of Schlumberger Investments are set forth in Schedule IVA.
 - (ii) The directors and executive officers of Schlumberger are set forth in Schedule IVB.
 - (iii) The registered office of Schlumberger Investments is located at 8th Floor, South Quay Plaza II, 183 Marsh Wall, London E14 9SH, England, telephone +44 207 517 4000. The principal executive offices of Schlumberger are located at 277 Park Avenue, New York, New York 10172-0266, telephone + 1 212 350 9400, 42 rue Saint-Dominique, 75007 Paris, France, telephone +33 1 40 62 10 00; and Parkstraat 83, The Hague, The Netherlands, telephone +31-70 310 5447.
 - (iv) Except as set out below, during the past five years, neither Schlumberger Investments nor Schlumberger or, to the best of their knowledge, any of the persons listed in Schedules IVA or IVB (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanours) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

In December 1999, a criminal contempt order was entered against Schlumberger for completing a joint venture transaction which the court found violated a US Department of Justice consent decree applicable to it. Schlumberger was also fined \$750,000. The US Department of Justice has since consented to the removal of the reference to Schlumberger from the consent decree.

- (v) Except as described in this document, neither Schlumberger Investments, nor Schlumberger or, to the best of their knowledge, any of the persons listed in Schedules IVA or IVB has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Sema, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies. Except as set forth in this document, during the past two years, neither of Schlumberger Investments nor Schlumberger nor, to the best of their knowledge, any of the persons listed on

Schedules IVA or IVB has had any business relationship or transaction with Sema or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this document, during the past five years, there have been no material contacts, negotiations or transactions between Schlumberger Investments, or Schlumberger, or any of Schlumberger's other subsidiaries or, to the best knowledge of Schlumberger Investments or Schlumberger, any of the persons listed in Schedules IVA or IVB, on the one hand, and Sema or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

- (vi) Except as described this document, (i) neither Schlumberger Investments nor Schlumberger or, to the best of their knowledge, any of the persons listed in Schedules IVA or IVB, or any associate (as such term is defined for the purposes of the Exchange Act) or majority-owned subsidiary of Schlumberger's or, to the best knowledge of Schlumberger Investments or Schlumberger any associate (as such term is so defined) or majority-owned subsidiary of any of the persons listed in Schedules IVA or IVB, beneficially owns or has any right to acquire, directly or indirectly, any equity securities of Sema, and (ii) neither Schlumberger Investments nor Schlumberger, or, to the best of their knowledge, any of the persons listed in Schedules IVA or IVB has effected any transaction in such equity securities during the past sixty days.

(b) Directors of Sema:

- (i) The directors of Sema are as follows:

Sir Julian Oswald.....	Chairman
Pierre Bonelli.....	Chief Executive Officer
William Bitan.....	Chief Financial Officer
Frank Jones.....	Executive Vice President
Tidu Maini.....	Senior Vice President
Jacques Champeaux.....	Non-Executive Director
Gilles Cosson.....	Non-Executive Director
Herve Couffin.....	Non-Executive Director
William Harry Fryer.....	Non-Executive Director
Robin Hall.....	Non-Executive Director
Didier Pineau-Valencienne.....	Non-Executive Director
George Schmitt.....	Non-Executive Director
Amaury-Daniel de Seze.....	Non-Executive Director
Pascal Viginier.....	Non-Executive Director

- (ii) The principal executive office and registered office of Sema is located at 233 High Holborn, London WC1V 7DJ, England, telephone number +44 207 830 4444.

3. Comparative stock exchange quotations of Sema Securities

Set out below are the Closing Prices for Sema Shares and the closing sale prices on Nasdaq for Sema ADSs on:

- (a) the first business day of each of the six months immediately before the date of this document;
- (b) 2 February 2001 (being the last business day prior to the commencement of the Offer Period); and
- (c) 16 February 2001 (being the latest practicable date prior to the posting of this document).

Date	Sema Shares	Sema ADSs
----	-----	-----
	(p)	(US\$)
16 February 2001.....	544.75	16.00
2 February 2001.....	395.0	11.25
1 February 2001.....	381.0	11.31
2 January 2001.....	289.5	8.63
1 December 2000.....	300.0	8.88
1 November 2000.....	882.0	25.38
2 October 2000.....	1185.0	34.31
1 September 2000.....	1335.0	38.63

Sema Shares have been listed and traded on the London Stock Exchange since 31 July 1985 and Sema ADSs have been listed and traded on Nasdaq since 31 July 2000. The following table sets out, for the periods indicated:

- (a) the reported high and low closing prices for Sema Shares on the London Stock Exchange as reported in the Daily Official List; and
- (b) the high and low closing sales prices for Sema ADSs on Nasdaq as reported on Bloomberg. Each Sema ADS represents two Sema Shares.

Period -----	Sema Shares		Sema ADSs	
	High	Low	High	Low
	(p)		(US\$)	
Calendar Year 1998				
First Quarter.....	596.25	371.88	--	--
Second Quarter.....	755	532.5	--	--
Third Quarter.....	825	509	--	--
Fourth Quarter.....	591	376	--	--
Calendar Year 1999				
First Quarter.....	775.5	589	--	--
Second Quarter.....	721.5	527	--	--
Third Quarter.....	804	569	--	--
Fourth Quarter.....	1297.5	733	--	--
Calendar Year 2000				
First Quarter.....	1801	1002	--	--
Second Quarter.....	1219	726	--	--
Third Quarter.....	1350	862.5	38.63	26.00
Fourth Quarter.....	1237	271	35.50	7.13

For current price information, holders of Sema Shares and Sema ADSs are urged to consult publicly available sources.

4. Shareholdings and dealings

For the purposes of this paragraph 4:

"arrangement" includes indemnity or options arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;

an "associate" in relation to Sema includes:

- (a) Sema's subsidiaries and associated companies and companies of which any such subsidiaries or associated companies are associated companies;
- (b) banks, financial and other professional advisers (including stockbrokers) to Sema or to any company covered in (a) above, including persons controlling, controlled by or under the same control as such banks, financial or other professional advisers;
- (c) the directors of Sema together with the directors of any company covered in (a) above (together in each case with any member of their immediate families and related trusts);
- (d) the pension fund of Sema or the pension funds of any company covered in (a) above; and
- (e) an investment company, unit trust or other person whose investments an associate (as defined in this paragraph 4) manages on a discretionary basis, in respect of the relevant investment accounts;
- (f) a person who owns or controls five per cent. or more of any class of relevant securities (as defined in paragraphs (a) to (d) in Note 2 on Rule 8 of the City Code) issued by Sema, including a person who as a result of any transaction owns five per cent. or more; and
- (g) a company having a material trading arrangement with Sema;

a "bank" does not apply to a bank whose sole relationship with Sema or a company covered in (a) above is the provision of normal commercial banking services or such activities in connection with the Offer as confirming that cash is available, handling acceptances and other registration work;

For the purpose of this paragraph 4, ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and "control" means a holding, or aggregate holdings, of shares carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the holding or holdings give(s) de facto control;

"derivative" includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security but which does not include the possibility of delivery of such underlying securities;

"disclosure period" means the period commencing on 5 February 2000 (the date twelve months prior to the commencement of the Offer Period) and ending on 16 February 2001 (the latest practicable date prior to the posting of this document); and

"relevant securities" means Sema Securities or any securities convertible into, rights to subscribe for, options (including traded options) in respect of, and derivatives referenced to Sema Securities.

(a) Shareholdings in Sema Securities

(i) As at the close of business 16 February 2001 (being the latest practicable date prior to the posting of this document), neither Schlumberger Investments nor Schlumberger nor any director of Schlumberger Investments or Schlumberger held any relevant securities.

(ii) As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document), no director of Schlumberger Investments or of Schlumberger (nor any member of their respective immediate families) is interested (as described in Parts VI and X of the Companies Act) in relevant securities.

(iii) As at the close of business on 15 February 2001 (being the latest practicable date for the provision of this information prior to the posting of this document), the following persons deemed to be acting in concert with Schlumberger Investments or Schlumberger for the purposes of the Offer owned or controlled the following relevant securities:

Name	Number of Sema Shares	Number of Sema ADSs
Philippe Investment Management	184,000	--

(iv) As at the close of business on 15 February 2001 (being the latest practicable date for the provision of this information prior to the posting of this document), the following advisors of Schlumberger Investments and Schlumberger owned or controlled the following relevant securities:

Schroder Salomon Smith Barney:

Registered Holder	Beneficial Holder	Number of Sema Shares	Number of Sema ADSs
Smith Barney Fund Management LLC	World European Fund	200,000	--
Smith Barney Fund Management LLC	CGCM International Equity	23,391	--
Smith Barney Asset Management	Retail clients	26,400	--
Citibank AG	Citibank AG		100,000

Morgan Stanley Dean Witter:

Name		Number of Sema Shares
Registered Holder	Beneficial Holder	
Morgan Stanley Securities Limited	Discretionary clients	4,777
Morgan Stanley Dean Witter Investment Management Inc.	Discretionary clients	413,232
Morgan Stanley & Co. Incorporated	Discretionary clients	14,000
Dean Witter Associates	-	40,237

(v) As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document), the following advisers of Sema owned or controlled the following relevant securities:

Credit Suisse First Boston:

Name		Number of Sema Shares
Registered Holder	Beneficial Holder	
CSFB Equities Ltd	--	785,797

HSBC Holdings plc:

Name		Number of Sema Shares
Registered Holder	Beneficial Holder	
HSBC Trinkaus & Berkhardt KGaA/1/	Discretionary clients	2,145
HSBC Geyerzeller Bank AG/2/	Discretionary clients	1,500
HSBC Geyerzeller Bank AG/2/	HSBC Geyerzeller Bank AG	2,000

/1/ 73.47 % owned by HSBC Holdings plc.

/2/ a wholly owned subsidiary of HSBC Geyerzeller Holdings BV, which is 94.41 % owned by HSBC Holdings plc.

Trustee of Sema QUEST:

Name		Number of Sema Shares
Registered Holder	Beneficial Holder	
Sema QUEST Trustee Limited	Eligible employees	1,427,419

* A partner of Clifford Chance LLP is a director of the Trustee.

(vi) As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document), the following persons who, prior to the posting of this document have irrevocably committed to accept the Offer, owned or controlled the following relevant securities:

Name	Number of Sema Shares under option	Loan Stock*	Number of Sema Shares
France Telecom.....	--	--	103,634,336
Paribas Affaires Industrielles, a division of BNP Paribas.....	--	--	31,113,792
Sir Julian Oswald (and spouse)....	--	--	24,886
Pierre Bonelli.....	667,904	106,774	360,116
William Bitan.....	149,463	55,533	25,612
Gilles Cosson.....	--	--	120
Herve Couffin.....	--	--	120
Harry Fryer.....	--	--	28,500
Frank Jones.....	167,064	78,035	46,728

Tidu Maini.....	111,322	57,431	--
Didier Pineau-Valencienne.....	--	--	400
George Schmitt.....	--	--	11,250
Pascal Viginier.....	--	--	10

* Each unit of Loan Stock is convertible into one Sema Share.

(vii) As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document), the interests of Sema directors, members of their immediate families and (so far as the directors of Sema are aware having made due and careful enquiry) connected persons (within the meaning of Section 346 of the Act) in relevant securities of Sema (all of which, unless otherwise stated, are beneficial) which have (where required) been notified to Sema pursuant to sections 324 and 328 of the Companies Act and entered in Sema's register of directors' interests required to be kept under section 325 of the Companies Act, were as follows:

Name	Number of Sema Shares
Sir Julian Oswald	24,886
Pierre Bonelli	360,116
William Bitan	25,612
Herve Couffin	120
Harry Fryer	28,500
Frank Jones	46,728
Didier Pineau-Valencienne	400
George Schmitt	11,250
Gilles Cosson	120
Pascal Viginier	10

(viii) As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document), the following options over Sema Securities had been granted to the directors of Sema pursuant to the Sema Share Option Schemes and remain outstanding:

Name	Date of grant	Number of Options Sema Shares	Price ((Pounds))	Date of grant	Loan Stock**
Pierre Bonelli.....	5 March 1996	327,904	1.42	6 July 1998	55,775
	6 May 1997	100,000	3.07	15 October 1999	50,999
	24 May 2000	165,000	7.26		
	31 May 2000	75,000	9.30		
William Bitan.....	14 October 1998	11,936	4.80	6 July 1998	28,974
	15 October 1999	17,527	7.63	15 October 1999	26,559
	24 May 2000	100,000	7.26		
	31 May 2000	20,000	9.30		
Frank Jones.....	14 October 1998	30,849	4.80	6 July 1998	40,714
	15 October 1999	17,527	7.63	15 October 1999	37,321
	24 May 2000	100,000	7.26		
	31 May 2000	20,000	9.3		
Tidu Maini.....	2 April 1999	2,644*	6.38		
	14 October 1998	60,000	4.80	6 July 1998	30,000
	24 May 2000	40,000	7.26	15 October 1999	27,431
	31 May 2000	10,000	9.30		
	2 April 1999	1,322*	6.30		

Options, with the exception of those noted as under the Sema plc 1998 Savings-Related Share Option Scheme, will be exercisable between three and ten years from the date of grant, subject, in some instances, to the prior satisfaction of corporate performance targets.

*Options under the Sema plc 1998 Savings-Related Share Option Scheme will become exercisable from the third, fifth or seventh anniversary of grant, depending on the savings contract chosen by the option holder.

**The Loan Stock is convertible on the fifth anniversary of its date of issue if certain performance criteria have been met.

(b) Dealings in Sema Securities

(i) Neither Schlumberger Investments nor Schlumberger nor any director of Schlumberger Investments or of Schlumberger has dealt in relevant securities during the disclosure period.

- (ii) Persons who are or may be deemed to be acting in concert with Schlumberger Investments or Schlumberger have dealt for value in the following relevant securities during the disclosure period:

Name	Date	Number of Sema Shares bought	Number of Sema Shares sold	Price ((Pounds))
American Express Management International.....	21 September 2000	67,104		11.724
American Express Management International.....	21 September 2000	68,720		11.724
American Express Management International.....	24 November 2000		40,449	3.386
American Express Management International.....	24 November 2000		27,606	3.502
American Express Management International.....	27 November 2000		39,498	3.386
American Express Management International.....	27 November 2000		28,271	3.502
Barings Asset Management.....	23 March 2000	24,000		13.23
Barings Asset Management.....	6 September 2000		27,000	11.443
Barings Asset Management.....	27 October 2000		27,000	9.45
Philippe Investment Management.....	28 March 2000	15,400		13.387
Philippe Investment Management.....	25 April 2000	4,700		10.206
Philippe Investment Management.....	25 April 2000	4,700		10.191
Philippe Investment Management.....	16 May 2000	6,400		9.795
Philippe Investment Management.....	23 May 2000	7,000		7.000
Philippe Investment Management.....	16 November 2000	34,000		6.784
Philippe Investment Management.....	9 January 2001	61,500		2.541
Philippe Investment Management.....	25 January 2001	26,500		3.835

- (iii) Persons (other than the directors of Sema) who have irrevocably committed to accept the Offer have dealt for value in the following relevant securities of Sema during the disclosure period:

BNP Paribas

- (i) On 30 May 2000 Paribas Affaires Industrielles, a division of BNP Paribas, sold 15,275,900 Sema shares at (Pounds)8.60. The shares were bought by BNP Paribas Equity Derivatives, a division of BNP Paribas, and used to settle a forward transaction entered into in October 1999.
- (ii) On 12 February 2001, BNP Paribas Equity Derivatives bought 4,410,000 Sema shares on the market at a price of (Pounds)5.49692. These shares were used to settle a forward transaction entered into in November 1999.
- (iii) On 12 May 2000, BNP Arbitrage entered into a put option, the period for which was 15 May 2000 to 19 July 2000, and which concerned 100 Sema shares. The exercise price was 800p and the premium 36p. This expired unexercised.
- (iv) On 27 October 2000, BNP Arbitrage entered into a call option, the period for which was 30 October 2000 to 17 January 2001, and which concerned 1000 Sema shares. The exercise price was 1,250p and the premium 23p. This expired unexercised.
- (v) On 12 February 2001, BNP Paribas sold 10,680 Sema shares, 25,000 Sema shares and 15,270 Sema shares each at (Pounds)5.50. These dealings were made for the account of non-discretionary investment clients of BNP Paribas.

For the dealings of BNP Paribas (as principal), see the table below:

Individual dealings in Sema shares from 5 January 2001 to 16 February 2001

Date	Number bought	Number sold	Price ((Euro))
5 February 2001	1,000		(Euro)7.00
5 February 2001	1,000		(Euro)7.10
5 February 2001	1,000		(Euro)7.00
5 February 2001		3,000	(Euro)7.03

Aggregate dealings in Sema shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/FFR)		Number sold	Sale Price per share ((Pounds)/FFR)	
		Low	High		Low	High
05/02/2000-04/05/2000	6,148	(Pounds)13.23	(Pounds)18.25			
05/05/2000-04/08/2000	55,102	(Pounds)8.50	(Pounds)10.18	142,621	(Pounds)10.03	(Pounds)18.25
05/08/2000-04/11/2000				16,234	(Pounds)8.52	(Pounds)10.18
05/11/2000-04/01/2001	300,000	(Pounds)2.75	(Pounds)2.75	42,749	(Pounds)9.85	(Pounds)11.72
	94,978	FRF 4.6	FRF 6.37	300,000	(Pounds)2.75	(Pounds)2.88
				144,978	FRF 4.5	FRF 7.36

For the dealings of BNP Paribas Arbitrage (as principal), see the table below:

Individual dealings in Sema shares from 5 January 2001 to 16 February 2001

Date	Number bought	Number sold	Price ((Pounds))
9 January 2001		1,800	(Pounds) 2.5075
10 January 2001	1,700		(Pounds) 2.735
11 January 2001	1,400		(Pounds) 3.0575
12 January 2001	2,200		(Pounds) 3.50
15 January 2001		270	(Pounds) 3.63
15 January 2001		198	(Pounds) 3.63
15 January 2001		13,512	(Pounds) 3.63
19 January 2001	10,500		(Pounds) 3.88
19 January 2001		9,600	(Pounds) 3.85
19 January 2001		86	(Pounds) 4.02
23 January 2001		1,000	(Pounds) 3.525
25 January 2001		200	(Pounds) 4.07
25 January 2001		115	(Pounds) 3.83
25 January 2001	1,800		(Pounds) 4.11
30 January 2001	2,477		(Pounds) 3.8175
30 January 2001	9,123		(Pounds) 3.8175
5 February 2001		5,000	(Pounds) 4.4525
5 February 2001		5,500	(Pounds) 4.4175
5 February 2001		100	(Pounds) 4.43
8 February 2001		20	(Pounds) 4.67
8 February 2001		25	(Pounds) 4.6952
8 February 2001		32	(Pounds) 4.70
8 February 2001		56	(Pounds) 4.67
8 February 2001		74	(Pounds) 4.70
8 February 2001		121	(Pounds) 4.6975
8 February 2001		151	(Pounds) 4.67
9 February 2001		78	(Pounds) 4.6624
9 February 2001		200	(Pounds) 4.855
9 February 2001		220	(Pounds) 4.785
12 February 2001	1,900		(Pounds) 5.5175
12 February 2001		1	(Pounds) 5.47
12 February 2001		56	(Pounds) 5.49
12 February 2001		82	(Pounds) 5.475
12 February 2001		100	(Pounds) 5.475
12 February 2001		115	(Pounds) 5.495
12 February 2001		115	(Pounds) 5.515
12 February 2001		115	(Pounds) 5.515
12 February 2001		123	(Pounds) 5.525
12 February 2001		415	(Pounds) 5.3425
12 February 2001		794	(Pounds) 5.525
12 February 2001		1,708	(Pounds) 5.525
12 February 2001		2,500	(Pounds) 5.525

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/FFR)		Number sold	Sale Price per share ((Pounds)/FFR)	
		Low	High		Low	High
05/02/2000-04/05/2000	2,776,375	(Pounds) 9.20	(Pounds) 18.35			
05/05/2000-04.08/2000	3,024,736	(Pounds) 7.30	(Pounds) 11.05	4,524,159	(Pounds) 9.4	(Pounds) 18.28
05/08/2000-04/11/2000	5,747,209	(Pounds) 8.44	(Pounds) 14.185	2,861,656	(Pounds) 7.08	(Pounds) 11.075
05/11/2000-04/01/2001	1,693,975	(Pounds) 2.62	(Pounds) 8.88	3,974,145	(Pounds) 8.45	(Pounds) 14.19
				1,924,373	(Pounds) 2.65	(Pounds) 8.87

(iv) The following advisors of Schlumberger or Schlumberger Investments have dealt for value in the following relevant securities during the period between 5 February 2000 and 15 February 2001 (being the latest practicable date prior to the posting of this document):

(aa) Sema Shares

For the dealings of Morgan Stanley and Co Incorporated, see the table below:

Individual dealings in Sema Shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Pounds)/US\$)
8 January 2001.....	400		(Pounds) 2.53
8 January 2001.....		400	(Pounds) 2.53
12 January 2001.....	1,400		(Pounds) 3.50
12 January 2001.....		1,400	(Pounds) 3.50
21 January 2001.....	3,111		\$5.77
2 February 2001.....		311	(Pounds) 3.95
5 February 2001.....		1,400	(Pounds) 4.43
6 February 2001.....		956	(Pounds) 4.53
6 February 2001.....		1,400	(Pounds) 4.53
6 February 2001.....		1,510	(Pounds) 4.53
6 February 2001.....		1,761	(Pounds) 4.53
6 February 2001.....		3,120	(Pounds) 4.53
6 February 2001.....		7,296	(Pounds) 4.53
6 February 2001.....		16,052	(Pounds) 4.53
6 February 2001.....		19,172	(Pounds) 4.53
6 February 2001.....		29,286	(Pounds) 4.53
6 February 2001.....		34,872	(Pounds) 4.53
6 February 2001.....		44,080	(Pounds) 4.53
6 February 2001.....		55,855	(Pounds) 4.53
6 February 2001.....		151,865	(Pounds) 4.53
6 February 2001.....		181,151	(Pounds) 4.53
6 February 2001.....		263,324	(Pounds) 4.53
6 February 2001.....	810,300		(Pounds) 4.53
7 February 2001.....		944	(Pounds) 4.45
7 February 2001.....		1,490	(Pounds) 4.45
7 February 2001.....		1,739	(Pounds) 4.45
7 February 2001.....		3,080	(Pounds) 4.45
7 February 2001.....		7,204	(Pounds) 4.45
7 February 2001.....		15,848	(Pounds) 4.45
7 February 2001.....		18,928	(Pounds) 4.45
7 February 2001.....		28,914	(Pounds) 4.45
7 February 2001.....		34,428	(Pounds) 4.45
7 February 2001.....		43,520	(Pounds) 4.45
7 February 2001.....		55,145	(Pounds) 4.45
7 February 2001.....		149,935	(Pounds) 4.45
7 February 2001.....		178,849	(Pounds) 4.45
7 February 2001.....		259,976	(Pounds) 4.45
7 February 2001.....	800,000		(Pounds) 4.45

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/2/2000 to 4/5/2000....	28,132*	(Pounds) 16.98	(Pounds) 17.03			
		\$23.81	\$27.38			
5/2/2000 to 4/5/2000....	5,881,093	(Pounds) 9.79	(Pounds) 18.30			
		\$15.08	\$16.00			
5/2/2000 to 4/5/2000....				5,881,093	(Pounds) 9.55	(Pounds) 18.30
					\$15.97	\$26.96

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/5/2000 to 4/8/2000....				21,000*	(Pounds) 9.43	(Pounds) 9.43
		(Pounds) 7.27	(Pounds) 10.78			
5/5/2000 to 4/8/2000....	2,683,347	(Euro) 16.41	(Euro) 16.41	2,683,347	(Pounds) 7.27	(Pounds) 10.78
		\$13.43	\$15.05		(Euro) 16.41	(Euro) 16.41
5/8/2000 to 4/11/2000...	21,335,317	(Pounds) 8.74	(Pounds) 13.58			
5/8/2000 to 4/11/2000...				21,385,534	(Pounds) 8.91	(Pounds) 13.58
5/11/2000 to 4/1/2001...				14,291*	(Pounds) 2.99	(Pounds) 6.22
					\$9.25	\$9.25
5/11/2000 to 4/1/2001...	3,786,415	(Pounds) 2.79	(Pounds) 8.62			
		\$4.18	\$10.32			
5/11/2000 to 4/1/2001...				3,781,232	(Pounds) 2.79	(Pounds) 7.74

*Dealings for discretionary clients

For the dealings of Morgan Stanley & Co. International Limited, see the table below:

Individual dealings in Sema Shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Pounds))
5 February 2001.....	1,500		4.16
5 February 2001.....	2,000		4.05
5 February 2001.....	500		4.38
5 February 2001.....	1,000		4.79
5 February 2001.....	5,000		4.83
5 February 2001.....	2,000		4.43
5 February 2001.....	2,000		4.76
5 February 2001.....	8,000		4.41
5 February 2001.....	8,000		4.43
5 February 2001.....	5,000		4.57
5 February 2001.....	8,000		4.67
5 February 2001.....	2,000		4.76
5 February 2001.....	8,000		4.81
5 February 2001.....	5,000		4.81
5 February 2001.....	8,000		4.40
5 February 2001.....	500		4.16
5 February 2001.....	1,619		4.43
5 February 2001.....	710		4.42
5 February 2001.....	5,000		4.02
5 February 2001.....	2,000		4.63
5 February 2001.....	5,302		4.45
5 February 2001.....	8,000		4.42
5 February 2001.....	5,000		4.49
5 February 2001.....	561		4.42
5 February 2001.....	2,000		4.42
5 February 2001.....	8,000		4.40
5 February 2001.....	2,698		4.45
5 February 2001.....	8,000		4.52
5 February 2001.....	2,000		4.18
5 February 2001.....	8,000		4.67
5 February 2001.....	381		4.43
5 February 2001.....	58		4.21
5 February 2001.....	2,000		4.21
5 February 2001.....	2,000		4.21
5 February 2001.....	2,000		4.60
5 February 2001.....	2,000		4.78
5 February 2001.....	1,703		4.78
5 February 2001.....	2,000		4.40

Date	Number bought	Number sold	Price ((Pounds))
5 February 2001.....	2,000		4.15
5 February 2001.....	2,000		4.16
5 February 2001.....	1,312		4.22
5 February 2001.....	297		4.78
5 February 2001.....	4,585		4.72
5 February 2001.....	200		4.72
5 February 2001.....	200		4.72
5 February 2001.....	2,000		4.72
5 February 2001.....	225		4.72
5 February 2001.....	320		4.72
5 February 2001.....	170		4.72
5 February 2001.....	300		4.72
5 February 2001.....	5,000		4.42
5 February 2001.....	5,000		4.39
5 February 2001.....	2,000		4.15
5 February 2001.....	1,000		4.44
5 February 2001.....	630		4.22
5 February 2001.....	5,000		4.58
5 February 2001.....	5,000		4.71
5 February 2001.....	5,000		4.61
5 February 2001.....	2,000		4.62
5 February 2001.....	2,000		4.43
5 February 2001.....		8,000	4.44
5 February 2001.....		2,000	4.43
5 February 2001.....		720	4.44
5 February 2001.....		8,000	4.47
5 February 2001.....		1,500	4.46
5 February 2001.....		1,000	4.07
5 February 2001.....		2,000	4.12
5 February 2001.....		500	4.44
5 February 2001.....		2,000	4.45
5 February 2001.....		2,000	4.42
5 February 2001.....		66	4.34
5 February 2001.....		823	4.34
5 February 2001.....		611	4.34
5 February 2001.....		800	4.34
5 February 2001.....		757	4.34
5 February 2001.....		1,418	4.35
5 February 2001.....		500	4.35
5 February 2001.....		1,000	4.35
5 February 2001.....		1,000	4.35
5 February 2001.....		1,000	4.35
5 February 2001.....		500	4.35
5 February 2001.....		500	4.36
5 February 2001.....		560	4.45
5 February 2001.....		1,800	4.52
5 February 2001.....		2,000	4.54
5 February 2001.....		8,000	4.49
5 February 2001.....		2,000	4.43
5 February 2001.....		2,000	4.40
5 February 2001.....		2,000	4.41
5 February 2001.....		2,000	4.44
5 February 2001.....		2,000	4.44
5 February 2001.....		2,000	4.46
5 February 2001.....		2,000	4.44

Date	Number bought	Number sold	Price ((Pounds))
5 February 2001.....		2,000	4.45
5 February 2001.....		2,000	4.42
5 February 2001.....		2,000	4.85
5 February 2001.....		2,000	4.66
5 February 2001.....		1,368	4.66
5 February 2001.....		632	4.67
5 February 2001.....		2,000	4.69
5 February 2001.....		1,500	4.68
5 February 2001.....		2,000	4.67
5 February 2001.....		2,000	4.67
5 February 2001.....		2,000	4.67
5 February 2001.....		2,000	4.69
5 February 2001.....		2,000	4.40
5 February 2001.....		2,000	4.40
5 February 2001.....		2,000	4.39
5 February 2001.....		2,000	4.50
5 February 2001.....		2,000	4.50
5 February 2001.....		2,000	4.36
5 February 2001.....		2,000	4.55
5 February 2001.....		621	4.60
5 February 2001.....		1,500	4.43
5 February 2001.....		2,000	4.43
5 February 2001.....		2,000	4.39
5 February 2001.....		2,000	4.43
5 February 2001.....		2,000	4.45
5 February 2001.....		5,000	4.77
5 February 2001.....		2,000	4.65
5 February 2001.....		2,000	4.58
5 February 2001.....		2,000	4.58
5 February 2001.....		2,000	4.42
5 February 2001.....		1,943	4.07
5 February 2001.....		1,268	3.95
5 February 2001.....		5,000	3.96
5 February 2001.....		1,000	4.43
5 February 2001.....		2,000	4.50
5 February 2001.....		1,000	4.35
5 February 2001.....		500	4.68
5 February 2001.....		2,000	4.75
5 February 2001.....		2,000	4.75
5 February 2001.....		2,000	4.75
5 February 2001.....		2,000	4.38
5 February 2001.....		400	4.60
5 February 2001.....		2,000	4.74
5 February 2001.....		2,000	4.46
5 February 2001.....		5,742	3.95
5 February 2001.....		2,000	4.41
5 February 2001.....		2,000	4.44
5 February 2001.....		2,000	4.61
5 February 2001.....		5,000	4.19
5 February 2001.....		8,000	4.13
5 February 2001.....		2,000	4.16
5 February 2001.....		2,000	4.13
5 February 2001.....		1,000	4.11
5 February 2001.....		73	4.11
5 February 2001.....		1,750	4.11

Date	Number bought	Number sold	Price ((Pounds))
5 February 2001.....		177	4.12
5 February 2001.....		200	4.45
5 February 2001.....	1,000		4.45
5 February 2001.....		59	4.43
5 February 2001.....		100	4.43
5 February 2001.....		65	4.43
5 February 2001.....		13	4.43
5 February 2001.....	1,763		4.43
5 February 2001.....		180	4.44
5 February 2001.....	1,100		4.44
5 February 2001.....	1,500		4.44
5 February 2001.....	2,000		4.42
5 February 2001.....	2,000		4.39
5 February 2001.....	2,000		4.74
5 February 2001.....	2,000		4.08
5 February 2001.....		979	4.60
5 February 2001.....	1,440		4.45
5 February 2001.....		200	4.52
5 February 2001.....	2,000		4.60
5 February 2001.....	2,000		4.42
5 February 2001.....	2,000		4.43
5 February 2001.....	2,000		4.43
5 February 2001.....	2,000		4.45
5 February 2001.....	2,000		4.38
5 February 2001.....	2,000		4.81
5 February 2001.....	2,000		4.74
5 February 2001.....	2,000		4.55
5 February 2001.....	5,000		4.44
5 February 2001.....		525	4.35
5 February 2001.....		990	3.95
5 February 2001.....	5,000		4.46
5 February 2001.....	2,000		4.70
5 February 2001.....	2,000		4.75
6 February 2001.....	2,000		4.51
6 February 2001.....	2,000		4.51
6 February 2001.....	2,000		4.51
6 February 2001.....	2,000		4.45
6 February 2001.....	2,000		4.44
6 February 2001.....	2,000		4.47
6 February 2001.....	2,000		4.46
6 February 2001.....	2,000		4.46
6 February 2001.....	10,885		4.49
6 February 2001.....	4,800		4.48
6 February 2001.....	800		4.49
6 February 2001.....	2,000		4.54
6 February 2001.....	2,000		4.53
6 February 2001.....	10,000		4.50
6 February 2001.....	1,000		4.49
6 February 2001.....	1,532		4.51
6 February 2001.....	2,000		4.49
6 February 2001.....	2,000		4.49
6 February 2001.....	5,545		4.48
6 February 2001.....	5,544		4.48
6 February 2001.....	2,000		4.51
6 February 2001.....	800		4.53

Date	Number bought	Number sold	Price ((Pounds))
6 February 2001.....		4,300	4.50
6 February 2001.....		38,000	4.51
6 February 2001.....		800	4.50
6 February 2001.....		17,000	4.49
6 February 2001.....		4,115	4.49
6 February 2001.....		4,115	4.48
6 February 2001.....		2,000	4.54
6 February 2001.....		14,000	4.47
6 February 2001.....		13,000	4.47
6 February 2001.....		2,000	4.53
6 February 2001.....		1,138	4.53
6 February 2001.....		12,000	4.50
6 February 2001.....		12,615	4.48
6 February 2001.....		300	4.48
6 February 2001.....		11,000	4.48
6 February 2001.....		1,000	4.54
6 February 2001.....		1,891	4.47
6 February 2001.....		1,890	4.47
6 February 2001.....		4,939	4.40
6 February 2001.....		400	4.47
6 February 2001.....		5,000	4.51
6 February 2001.....		5,000	4.51
6 February 2001.....		800	4.48
6 February 2001.....		700	4.50
6 February 2001.....		10,040	4.50
6 February 2001.....		891	4.48
6 February 2001.....		50,000	4.50
6 February 2001.....		12,500	4.49
6 February 2001.....		17,260	4.50
6 February 2001.....		2,000	4.53
6 February 2001.....		2,000	4.53
6 February 2001.....		2,000	4.54
6 February 2001.....		1,000	4.54
6 February 2001.....		2,000	4.52
6 February 2001.....		6,000	4.53
6 February 2001.....		21,000	4.48
6 February 2001.....		25,000	4.52
6 February 2001.....		11,350	4.52
6 February 2001.....		11,350	4.52
6 February 2001.....		2,882	4.56
6 February 2001.....		24,000	4.57
6 February 2001.....		35,000	4.55
6 February 2001.....		2,000	4.49
6 February 2001.....		15,000	4.47
6 February 2001.....		9,000	4.49
6 February 2001.....		2,000	4.50
6 February 2001.....		1,800	4.47
6 February 2001.....		5,468	4.51
6 February 2001.....		618	4.55
6 February 2001.....		9,000	4.57
6 February 2001.....		400	4.48
6 February 2001.....		5,000	4.48
6 February 2001.....		5,300	4.48
6 February 2001.....		85	4.48
6 February 2001.....		5,000	4.50

Date	Number bought	Number sold	Price ((Pounds))
6 February 2001.....		16,800	4.50
6 February 2001.....		10,000	4.48
6 February 2001.....		1,200	4.49
6 February 2001.....		2,000	4.49
6 February 2001.....		4,000	4.50
6 February 2001.....		1,000	4.51
6 February 2001.....		500	4.50
6 February 2001.....		2,000	4.49
6 February 2001.....	940		4.47
6 February 2001.....		686	4.47
6 February 2001.....		257	4.47
7 February 2001.....	1,000		4.42
7 February 2001.....	2,000		4.41
7 February 2001.....	1,000		4.42
7 February 2001.....	4,000		4.42
7 February 2001.....	1,000		4.47
7 February 2001.....	185		4.47
7 February 2001.....	5,000		4.41
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	8,000		4.50
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	2,000		4.42
7 February 2001.....	5,000		4.38
7 February 2001.....	5,000		4.38
7 February 2001.....	1,400		4.42
7 February 2001.....	600		4.42
7 February 2001.....	1,000		4.42
7 February 2001.....		2,000	4.46
7 February 2001.....		2,000	4.42
7 February 2001.....		900	4.43
7 February 2001.....		2,000	4.44
7 February 2001.....		2,000	4.43
7 February 2001.....		103,085	4.44
7 February 2001.....		2,000	4.38
7 February 2001.....		97,357	4.40
7 February 2001.....		1,585	4.42
7 February 2001.....		119,960	4.42
7 February 2001.....		1,100	4.42
7 February 2001.....		2,000	4.42
7 February 2001.....		2,000	4.42
7 February 2001.....		2,000	4.41
7 February 2001.....		12,543	4.37
7 February 2001.....		2,000	4.50
7 February 2001.....		2,000	4.42
7 February 2001.....		5,600	4.42
7 February 2001.....		2,500	4.44
7 February 2001.....		415	4.42
7 February 2001.....		2,000	4.39
7 February 2001.....		2,000	4.42
7 February 2001.....		2,000	4.45
7 February 2001.....		2,400	4.43

Date	Number bought	Number sold	Price ((Pounds))
7 February 2001.....		2,000	4.35
7 February 2001.....		2,000	4.42
7 February 2001.....		8,000	4.41
7 February 2001.....		900	4.44
7 February 2001.....		1,100	4.44
7 February 2001.....		1,287	4.44
7 February 2001.....		3,850	4.44
7 February 2001.....		113	4.44
7 February 2001.....		2,000	4.44
7 February 2001.....		3,850	4.44
7 February 2001.....		3,037	4.44
7 February 2001.....		750	4.44
7 February 2001.....		63	4.44
7 February 2001.....		937	4.44
7 February 2001.....		700	4.44
7 February 2001.....		500	4.44
7 February 2001.....		750	4.44
7 February 2001.....		250	4.44
7 February 2001.....		213	4.44
7 February 2001.....		500	4.44
7 February 2001.....		2,000	4.45
8 February 2001.....	2,000		4.53
8 February 2001.....	2,000		4.58
8 February 2001.....	1,166		4.58
8 February 2001.....	2,000		4.70
8 February 2001.....	2,000		4.73
8 February 2001.....	1,196		4.69
8 February 2001.....	1,757		4.56
8 February 2001.....	2,000		4.57
8 February 2001.....	902		4.70
8 February 2001.....	1,098		4.70
8 February 2001.....	40		4.70
8 February 2001.....	5,000		4.70
8 February 2001.....	5,000		4.69
8 February 2001.....	2,000		4.72
8 February 2001.....	2,000		4.72
8 February 2001.....	1,500		4.64
8 February 2001.....	500		4.64
8 February 2001.....	2,000		4.56
8 February 2001.....	2,000		4.72
8 February 2001.....	2,000		4.74
8 February 2001.....	1,164		4.71
8 February 2001.....	3,836		4.71
8 February 2001.....	804		4.69
8 February 2001.....	8,000		4.69
8 February 2001.....	2,000		4.67
8 February 2001.....	2,000		4.54
8 February 2001.....		5,000	4.62
8 February 2001.....		660	4.68
8 February 2001.....		1,340	4.68
8 February 2001.....		2,000	4.67
8 February 2001.....		1,000	4.67
8 February 2001.....		2,000	4.50
8 February 2001.....		5,000	4.65
8 February 2001.....		612	4.50

Date	Number bought	Number sold	Price ((Pounds))
8 February 2001.....		144	4.50
8 February 2001.....		244	4.50
8 February 2001.....		2,000	4.68
8 February 2001.....		8,000	4.70
8 February 2001.....		2,000	4.68
8 February 2001.....		2,000	4.66
8 February 2001.....		100	4.66
8 February 2001.....		1,000	4.67
8 February 2001.....		2,000	4.67
8 February 2001.....		2,000	4.50
8 February 2001.....		900	4.66
8 February 2001.....		8,000	4.53
8 February 2001.....		5,000	4.67
8 February 2001.....		5,000	4.68
8 February 2001.....		2,000	4.69
8 February 2001.....		2,000	4.68
8 February 2001.....		2,000	4.69
8 February 2001.....		5,000	4.55
8 February 2001.....		2,000	4.68
8 February 2001.....		2,000	4.68
9 February 2001.....	2,000		4.85
9 February 2001.....	7,866		4.79
9 February 2001.....	171		4.78
9 February 2001.....	2,000		4.78
9 February 2001.....	2,000		4.78
9 February 2001.....	2,000		4.78
9 February 2001.....	2,000		4.67
9 February 2001.....	2,000		4.67
9 February 2001.....	1,000		4.92
9 February 2001.....	1,000		4.92
9 February 2001.....	1,866		4.76
9 February 2001.....	134		4.75
9 February 2001.....	500		4.86
9 February 2001.....	1,500		4.86
9 February 2001.....	134		4.79
9 February 2001.....	2,500		4.79
9 February 2001.....	2,000		4.78
9 February 2001.....	2,000		4.86
9 February 2001.....	1,829		4.79
9 February 2001.....	2,000		4.86
9 February 2001.....	2,000		4.86
9 February 2001.....	2,000		4.87
9 February 2001.....	5,000		4.74
9 February 2001.....	2,000		4.86
9 February 2001.....	2,000		4.86
9 February 2001.....	2,000		4.86
9 February 2001.....	500		4.86
9 February 2001.....	2,000		4.85
9 February 2001.....	1,500		4.86
9 February 2001.....	2,000		4.85
9 February 2001.....	1,000		4.84
9 February 2001.....	2,000		4.86
9 February 2001.....	2,173		4.73
9 February 2001.....	2,000		4.67
9 February 2001.....	8,000		4.72

Date	Number bought	Number sold	Price ((Pounds))
9 February 2001.....	5,000		4.73
9 February 2001.....	1,100		4.76
9 February 2001.....	900		4.77
9 February 2001.....	2,000		4.75
9 February 2001.....	2,000		4.76
9 February 2001.....	2,000		4.89
9 February 2001.....	2,000		4.89
9 February 2001.....		742	4.80
9 February 2001.....		500	4.66
9 February 2001.....		628	4.68
9 February 2001.....		500	4.77
9 February 2001.....		500	4.77
9 February 2001.....		1,000	4.84
9 February 2001.....		500	4.84
9 February 2001.....		1,277	4.84
9 February 2001.....		3,173	4.66
9 February 2001.....		2,000	4.66
9 February 2001.....		2,000	4.65
9 February 2001.....		2,000	4.65
9 February 2001.....		2,000	4.68
9 February 2001.....		1,000	4.76
9 February 2001.....		2,000	4.76
9 February 2001.....		5,000	4.78
9 February 2001.....		5,000	4.66
9 February 2001.....		2,000	4.66
9 February 2001.....		2,000	4.66
9 February 2001.....		1,500	4.66
9 February 2001.....		2,000	4.66
9 February 2001.....		8,000	4.76
9 February 2001.....		2,000	4.77
9 February 2001.....		2,500	4.78
9 February 2001.....		2,600	4.84
9 February 2001.....		7,258	4.80
9 February 2001.....		1,372	4.68
9 February 2001.....		8,000	4.91
9 February 2001.....		71,350	4.91
9 February 2001.....		26,250	4.90
9 February 2001.....		200	4.78
9 February 2001.....		8,000	4.78
9 February 2001.....		2,623	4.84
9 February 2001.....		1,800	4.78

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/2/2000 to 4/5/2000....	122,722	(Pounds)9.90	(Pounds)17.59	503,656	(Pounds)9.90	(Pounds)17.58
					\$15.93	\$15.95
5/5/2000 to 4/8/2000....	31,300	(Pounds)8.522	(Pounds)9.786	1,320,516	(Pounds)8.56	(Pounds)10.15
					\$10.97	\$15.83
5/8/2000 to 4/11/2000...	3,620,685	(Pounds)13.127	(Pounds)13.127	3,032,218	(Pounds)13.13	(Pounds)13.13
		\$12.375	\$12.375		\$15.55	\$15.55
					(Euro)18.97	(Euro)18.97
5/11/2000 to 4/1/2001...	278,679	(Pounds)11.821	(Pounds)12.889	278,684	(Pounds)7.23	(Pounds)12.89

For the dealings of Morgan Stanley Dean Witter Bank Limited, Milan branch (formerly known as Banca Morgan Stanley S.p.A.), see the table below:

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
		5/2/2000 to 4/5/2000....	75,600*		(Pounds)10.13	(Pounds)17.67
5/5/2000 to 4/8/2000....	1,000*	(Pounds)8.89	(Pounds)8.89			
5/5/2000 to 4/8/2000....				57,100*	(Pounds)9.45	(Pounds)9.45
5/11/2000 to 4/1/2001...	5,000*	(Pounds)6.99	(Pounds)6.99			
5/11/2000 to 4/1/2001...				44,000*	(Pounds)2.87	(Pounds)2.87

*Dealings for discretionary clients

For the dealings of Morgan Stanley Securities Limited, see the table below:
Individual dealings in Sema Shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Pounds)/(Euro)/US\$)
9 January 2001.....		34,650	(Pounds)2.52
21 January 2001.....	2,000		(Pounds)3.95
1 February 2001.....		2,700	(Pounds)3.74

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
		5/2/2000 to 4/5/2000....	279,073		(Pounds)9.69	(Pounds)16.94
5/2/2000 to 4/5/2000....				13,374	(Pounds)10.08	(Pounds)18.00
5/5/2000 to 4/8/2000....	49,427	(Pounds)7.33	(Pounds)10.27			
5/5/2000 to 4/8/2000....				93,378	(Pounds)8.56	(Pounds)9.60
5/8/2000 to 4/11/2000...	32,095	(Pounds)10.20	(Pounds)12.39			
5/8/2000 to 4/11/2000...				105,735	(Pounds)10.18	(Pounds)12.77
5/11/2000 to 4/1/2001...	30,000	(Pounds)2.56	(Pounds)7.90			
5/11/2000 to 4/1/2001...				45,208	(Pounds)2.77	(Pounds)3.03

For the dealings of Bank Morgan Stanley AG, see table below:

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
		5/2/2000 to 4/5/2000....	376,226		(Pounds)10.02	(Pounds)17.67
5/2/2000 to 4/5/2000....				2,700	(Pounds)11.21	(Pounds)11.21
5/5/2000 to 4/8/2000....	130,600	(Pounds)10.51	(Pounds)8.53			
5/5/2000 to 4/8/2000....				133,410	(Pounds)10.25	(Pounds)8.63
5/8/2000 to 4/11/2000...	6,680	(Pounds)9.79	(Pounds)11.95			
5/8/2000 to 4/11/2000...				32,669	(Pounds)10.23	(Pounds)12.08
5/11/2000 to 4/1/2001...				363,440	(Pounds)2.72	(Pounds)7.12

For the dealings of Morgan Stanley Dean Witter Investment Management Inc., see the table below:

Individual dealings in Sema shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Pounds)/Euro/US\$)
8 January 2001.....	5,385		(Pounds)2.59
8 January 2001.....	1,745		(Pounds)2.59
30 January 2001.....		98	(Pounds)4.01

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/2/2000 to 4/5/2000....				74,727	(Pounds)10.15	(Pounds)18.11
5/2/2000 to 4/5/2000....	74,896	(Pounds)10.26	(Pounds)17.25			
5/5/2000 to 4/8/2000....				111	(Pounds)7.31	(Pounds)10.18
5/5/2000 to 4/8/2000....	166,359	(Pounds)9.40	(Pounds)10.83			
5/8/2000 to 4/11/2000...				4,863	(Pounds)11.50	(Pounds)11.50
5/8/2000 to 4/11/2000...	46,723	(Pounds)9.80	(Pounds)11.42			
5/11/2000 to 4/1/2001...				240	(Pounds)7.70	(Pounds)7.70
5/11/2000 to 4/1/2001...	1,201	(Pounds)2.90	(Pounds)2.90			

For the dealings of Dean Witter Associates in Sema Shares, see the table below:

Aggregate dealings in Sema Shares from 5 February 2000 to 4 November 2000

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/1/2000 to 4/5/2000....				89,352	(Pounds)17.18	(Pounds)27.19
				3,130	(Pounds)14.75	(Pounds)14.75

(bb) Sema Shares traded on Euronext Paris

For the dealings of Morgan Stanley & Co. Incorporated, see the tables below:

Individual dealings in Sema Shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Pounds)/(Euro)/US\$)
17 January 2001.....	10,000		(Pounds)5.68
17 January 2001.....		10,000	(Pounds)5.68

Aggregate dealings in Sema Shares from 5 February 2000 to 4 January 2001

Date	Number bought	Purchase Price per share ((Euro))		Number sold	Sale Price per share ((Euro))	
		Low	High		Low	High
5/2/2000 to 4/5/2000....	18,900	21.37	24.03			
5/2/2000 to 4/5/2000....				18,900	21.37	24.03
5/5/2000 to 4/8/2000....	4,800	16.48	16.48			
5/5/2000 to 4/8/2000....				4,800	16.48	16.48
5/8/2000 to 4/11/2000...	1,000	16.19	16.19			
5/8/2000 to 4/11/2000...				1,000	16.19	16.19
5/11/2000 to 4/1/2001...	700	4.74	4.74			
5/11/2000 to 4/1/2001...				700	4.74	4.74

For the dealings of Morgan Stanley & Co. International Limited, see the table below:

Individual dealings in Sema Shares from 5 January 2001 to 15 February 2001

Date	Number bought	Number sold	Price ((Euro))
5 January 2001.....	11,460		4.27
8 January 2001.....	16,548		4.20
9 January 2001.....	921		4.02
10 January 2001.....	119		4.19
11 January 2001.....		11,946	4.86
12 January 2001.....		17,102	5.60
17 January 2001.....		10,000	5.71
17 January 2001.....	10,000		5.68
19 January 2001.....	1,500		6.25
19 January 2001.....		1,500	6.24
22 January 2001.....		1,200	6.29

Date	Number bought	Number sold	Price ((Euro))
22 January 2001	1,200		6.27
24 January 2001	3,873		5.96
25 January 2001	2,748		6.45
25 January 2001		2,115	6.48
26 January 2001	1,890		6.15
26 January 2001		6,396	6.24
26 January 2001	3,342		6.14
26 January 2001	100,000		6.29
26 January 2001	8,004		6.30
26 January 2001		103,342	6.29
29 January 2001	2,150		6.12
29 January 2001		2,150	6.14
29 January 2001		8,004	6.30
30 January 2001		5,000	6.35
30 January 2001	5,000		6.29
30 January 2001		2,138	6.23
30 January 2001	2,138		6.21
31 January 2001	1,000		5.96
31 January 2001		1,000	5.96
1 February 2001	14,871		6.00
1 February 2001		200	5.91
2 February 2001	27,217		6.23
2 February 2001		1,600	6.22
5 February 2001	2,923		6.70
5 February 2001	58,816		6.94
5 February 2001		50,228	7.13
5 February 2001	1,805		6.65
5 February 2001	2,004		6.65
5 February 2001	400		6.49
5 February 2001	400		6.66
5 February 2001	82		6.49
5 February 2001	2,856		6.72
5 February 2001	339		6.54
5 February 2001	200		6.49
5 February 2001	670		6.50
5 February 2001	200		6.47
5 February 2001	61		6.54
5 February 2001	100		6.92
5 February 2001	100		6.92
5 February 2001	1,904		6.92
5 February 2001	11		7.08
5 February 2001	480		7.08
5 February 2001	270		7.08
5 February 2001	280		7.47
5 February 2001	200		7.47
5 February 2001	200		7.44
5 February 2001	200		7.44
5 February 2001	39		7.09
5 February 2001	662		7.10
5 February 2001	60		7.10
5 February 2001	1,000		7.10
5 February 2001	1,138		7.11
5 February 2001	862		7.11
5 February 2001	350		7.10
5 February 2001	459		7.10

Date	Number bought	Number sold	Price ((Euro))
5 February 2001.....	400		6.96
5 February 2001.....	400		7.04
5 February 2001.....	200		7.00
5 February 2001.....	1,424		7.47
5 February 2001.....	300		7.28
5 February 2001.....	111		7.28
5 February 2001.....	1,000		7.27
5 February 2001.....	160		7.27
5 February 2001.....	150		7.27
5 February 2001.....	3,000		7.27
5 February 2001.....	4,360		7.28
5 February 2001.....	80		7.27
5 February 2001.....	3,850		7.26
5 February 2001.....	400		7.26
5 February 2001.....	2,020		7.26
5 February 2001.....	177		7.26
5 February 2001.....	1,731		7.27
5 February 2001.....	2,000		7.27
5 February 2001.....	100		7.26
5 February 2001.....	400		7.26
5 February 2001.....	1,807		7.26
5 February 2001.....	132		7.25
5 February 2001.....	3,000		7.25
5 February 2001.....	1,000		7.25
5 February 2001.....	1,517		7.25
5 February 2001.....	55		7.28
5 February 2001.....	1,000		7.28
5 February 2001.....	200		7.28
5 February 2001.....	18		7.28
5 February 2001.....	560		7.36
5 February 2001.....	450		7.40
5 February 2001.....	500		7.40
5 February 2001.....	200		7.40
5 February 2001.....	194		7.40
5 February 2001.....		200	6.68
5 February 2001.....		160	6.66
5 February 2001.....		40	6.66
5 February 2001.....		50	6.48
5 February 2001.....		100	6.48
5 February 2001.....		200	6.49
5 February 2001.....		50	6.48
5 February 2001.....		200	6.52
5 February 2001.....		1	6.52
5 February 2001.....		199	6.52
5 February 2001.....		200	6.55
5 February 2001.....		200	6.55
5 February 2001.....		191	6.53
5 February 2001.....		200	6.54
5 February 2001.....		8,816	6.90
5 February 2001.....		200	6.91
5 February 2001.....		420	6.93
5 February 2001.....		200	6.92
5 February 2001.....		1,050	6.93
5 February 2001.....		662	6.93
5 February 2001.....		7,868	6.93

Date	Number bought	Number sold	Price ((Euro))
5 February 2001.....		200	6.95
5 February 2001.....		300	6.95
5 February 2001.....		260	6.95
5 February 2001.....		5,000	6.95
5 February 2001.....		300	6.96
5 February 2001.....		50	6.96
5 February 2001.....		400	6.96
5 February 2001.....		1,100	6.96
5 February 2001.....		1,000	6.96
5 February 2001.....		120	6.96
5 February 2001.....		500	6.96
5 February 2001.....		3,000	6.96
5 February 2001.....		1,000	6.96
5 February 2001.....		400	6.96
5 February 2001.....		900	6.96
5 February 2001.....		300	6.96
5 February 2001.....		500	6.96
5 February 2001.....		150	6.96
5 February 2001.....		50	6.95
5 February 2001.....		500	6.95
5 February 2001.....		2,890	6.95
5 February 2001.....		700	6.95
5 February 2001.....		300	6.95
5 February 2001.....		132	7.45
5 February 2001.....		280	6.96
5 February 2001.....		1,000	6.96
5 February 2001.....		200	6.96
5 February 2001.....		600	6.96
5 February 2001.....		600	6.96
5 February 2001.....		5,000	6.96
5 February 2001.....		10,000	6.96
5 February 2001.....		1,200	6.96
5 February 2001.....		400	6.96
5 February 2001.....		1,000	6.96
5 February 2001.....		200	7.03
6 February 2001.....	49,568		7.20
6 February 2001.....		3,190	7.22
6 February 2001.....	150		7.16
6 February 2001.....	50		7.17
6 February 2001.....	150		7.18
6 February 2001.....	240		7.18
6 February 2001.....	200		7.20
6 February 2001.....	200		7.20
6 February 2001.....	400		7.19
6 February 2001.....	200		7.21
6 February 2001.....	200		7.30
6 February 2001.....	400		7.33
6 February 2001.....	200		7.18
6 February 2001.....	200		7.22
6 February 2001.....	200		7.21
6 February 2001.....	200		7.18
6 February 2001.....	200		7.18
6 February 2001.....	200		7.18
6 February 2001.....		106	7.20
6 February 2001.....		1,050	7.20
6 February 2001.....		277	7.20

Date	Number bought	Number sold	Price ((Euro))
6 February 2001.....		300	7.20
6 February 2001.....		170	7.20
6 February 2001.....		674	7.20
6 February 2001.....		2,000	7.20
6 February 2001.....		621	7.20
6 February 2001.....		150	7.20
6 February 2001.....		650	7.20
6 February 2001.....		37	7.20
6 February 2001.....		200	7.20
6 February 2001.....		423	7.20
6 February 2001.....		700	7.20
6 February 2001.....		106	7.20
6 February 2001.....		593	7.20
6 February 2001.....		22	7.20
6 February 2001.....		1,689	7.20
6 February 2001.....		471	7.20
6 February 2001.....		300	7.20
6 February 2001.....		1,000	7.20
6 February 2001.....		100	7.20
6 February 2001.....		1,000	7.20
6 February 2001.....		40	7.20
6 February 2001.....		120	7.20
6 February 2001.....		560	7.20
6 February 2001.....		1,611	7.20
6 February 2001.....		459	7.20
6 February 2001.....		100	7.19
6 February 2001.....		200	7.20
6 February 2001.....		200	7.19
6 February 2001.....		520	7.17
6 February 2001.....		600	7.17
6 February 2001.....		350	7.17
6 February 2001.....		500	7.17
6 February 2001.....		200	7.18
6 February 2001.....		200	7.21
6 February 2001.....		1,075	7.19
6 February 2001.....		466	7.19
6 February 2001.....		229	7.19
6 February 2001.....		210	7.22
6 February 2001.....		22	7.22
6 February 2001.....		178	7.22
6 February 2001.....		200	7.22
6 February 2001.....		2,000	7.18
6 February 2001.....		530	7.20
6 February 2001.....		500	7.20
6 February 2001.....		200	7.28
6 February 2001.....		711	7.14
6 February 2001.....		200	7.18
6 February 2001.....		200	7.20
6 February 2001.....		200	7.23
6 February 2001.....		200	7.17
6 February 2001.....		300	7.20
6 February 2001.....		5	7.18
6 February 2001.....		193	7.19
6 February 2001.....		518	7.18
6 February 2001.....		750	7.18

Date	Number bought	Number sold	Price ((Euro))
6 February 2001.....		2	7.18
6 February 2001.....		702	7.18
6 February 2001.....		13	7.20
6 February 2001.....		1,630	7.20
6 February 2001.....		250	7.20
6 February 2001.....		424	7.20
6 February 2001.....		805	7.20
6 February 2001.....		295	7.20
6 February 2001.....		560	7.20
6 February 2001.....		635	7.20
6 February 2001.....		2,310	7.20
6 February 2001.....		49	7.20
6 February 2001.....		100	7.20
6 February 2001.....		266	7.20
6 February 2001.....		400	7.20
6 February 2001.....		20	7.20
6 February 2001.....		420	7.20
6 February 2001.....		700	7.20
6 February 2001.....		1,014	7.20
6 February 2001.....		1,000	7.20
6 February 2001.....		276	7.20
6 February 2001.....		2,336	7.20
6 February 2001.....		100	7.20
6 February 2001.....		130	7.20
6 February 2001.....		190	7.19
6 February 2001.....		233	7.20
6 February 2001.....		1,073	7.20
6 February 2001.....		1,650	7.20
6 February 2001.....		200	7.18
6 February 2001.....		200	7.15
6 February 2001.....		50	7.20
6 February 2001.....		150	7.20
6 February 2001.....		200	7.21
6 February 2001.....		250	7.20
6 February 2001.....		435	7.20
6 February 2001.....		2,000	7.18
6 February 2001.....		100	7.20
6 February 2001.....		1	7.22
6 February 2001.....		57	7.22
6 February 2001.....		400	7.20
6 February 2001.....		400	7.20
6 February 2001.....		156	7.20
6 February 2001.....		200	7.20
7 February 2001.....		600	7.07
7 February 2001.....		210	7.07
7 February 2001.....		200	7.06
7 February 2001.....		200	7.12
7 February 2001.....		200	7.12
7 February 2001.....		200	7.09
7 February 2001.....		200	7.08
7 February 2001.....		200	7.08
7 February 2001.....		200	7.08
7 February 2001.....		200	7.10
7 February 2001.....		66	7.12
7 February 2001.....		1,000	7.05

Date	Number bought	Number sold	Price ((Euro))
7 February 2001.....		100	7.07
7 February 2001.....		250	7.07
7 February 2001.....		40	7.10
7 February 2001.....		82	7.14
7 February 2001.....		200	7.14
7 February 2001.....		614	7.10
7 February 2001.....		1,772	7.14
7 February 2001.....		228	7.14
7 February 2001.....		200	7.13
7 February 2001.....		400	7.11
7 February 2001.....		438	7.05
7 February 2001.....		178	7.05
7 February 2001.....		280	6.97
7 February 2001.....		2,200	6.93
7 February 2001.....		920	6.93
7 February 2001.....		200	6.98
7 February 2001.....		91	6.91
7 February 2001.....		320	6.93
7 February 2001.....		1,200	6.93
7 February 2001.....		200	6.93
7 February 2001.....		212	6.93
7 February 2001.....		400	7.06
7 February 2001.....		3,815	7.02
7 February 2001.....		100	7.06
7 February 2001.....		1,000	7.07
7 February 2001.....		170	7.11
7 February 2001.....		152	7.11
7 February 2001.....		200	7.10
7 February 2001.....		5,364	7.11
7 February 2001.....		78	7.11
7 February 2001.....		100	7.07
7 February 2001.....		6,350	7.07
7 February 2001.....		200	7.07
7 February 2001.....		4,125	7.07
7 February 2001.....		3,812	7.07
7 February 2001.....		1,563	7.08
7 February 2001.....		200	6.96
7 February 2001.....		200	6.97
7 February 2001.....		200	7.11
7 February 2001.....		200	7.13
7 February 2001.....		2,082	7.12
7 February 2001.....		200	7.10
7 February 2001.....	44,112		7.06
7 February 2001.....		3,097	7.05
7 February 2001.....	300		7.05
7 February 2001.....	200		7.06
7 February 2001.....	400		7.09
7 February 2001.....	12		7.07
7 February 2001.....	188		7.07
7 February 2001.....	250		7.08
7 February 2001.....	150		7.08
7 February 2001.....	200		7.04
7 February 2001.....	200		7.07
7 February 2001.....	400		7.12
7 February 2001.....	86		6.94

Date	Number bought	Number sold	Price ((Euro))
7 February 2001.....	114		6.94
7 February 2001.....	129		6.95
7 February 2001.....	68		6.95
7 February 2001.....	200		6.95
7 February 2001.....	200		7.09
8 February 2001.....		8,205	7.50
8 February 2001.....	8,405		7.50
8 February 2001.....	200		7.26
8 February 2001.....	130		7.34
8 February 2001.....	200		7.36
8 February 2001.....	100		7.34
8 February 2001.....	500		7.34
8 February 2001.....	200		7.32
8 February 2001.....	75		7.27
8 February 2001.....	200		7.27
8 February 2001.....	200		7.55
8 February 2001.....	500		7.56
8 February 2001.....	200		7.59
8 February 2001.....	500		7.58
8 February 2001.....	200		7.56
8 February 2001.....	200		7.60
8 February 2001.....	200		7.56
8 February 2001.....	200		7.55
8 February 2001.....	400		7.48
8 February 2001.....	200		7.52
8 February 2001.....	369		7.58
8 February 2001.....	30		7.58
8 February 2001.....	1		7.58
8 February 2001.....	500		7.51
8 February 2001.....	100		7.53
8 February 2001.....	198		7.53
8 February 2001.....	202		7.53
8 February 2001.....	500		7.61
8 February 2001.....	130		7.56
8 February 2001.....	370		7.62
8 February 2001.....	609		7.49
8 February 2001.....	91		7.49
8 February 2001.....	150		7.47
8 February 2001.....	50		7.47
8 February 2001.....	500		7.48
8 February 2001.....		70	7.34
8 February 2001.....		205	7.31
8 February 2001.....		500	7.32
8 February 2001.....		200	7.37
8 February 2001.....		155	7.36
8 February 2001.....		45	7.36
8 February 2001.....		30	7.35
8 February 2001.....		150	7.56
8 February 2001.....		200	7.37
8 February 2001.....		500	7.42
8 February 2001.....		200	7.59
8 February 2001.....		50	7.56
8 February 2001.....		200	7.56
8 February 2001.....		200	7.55
8 February 2001.....		200	7.55

Date	Number bought	Number sold	Price ((Euro))
8 February 2001.....		200	7.50
8 February 2001.....		200	7.28
8 February 2001.....		200	7.23
8 February 2001.....		200	7.56
8 February 2001.....		200	7.63
8 February 2001.....		500	7.60
8 February 2001.....		200	7.59
8 February 2001.....		188	7.57
8 February 2001.....		12	7.57
8 February 2001.....		500	7.58
8 February 2001.....		200	7.56
8 February 2001.....		200	7.51
8 February 2001.....		500	7.50
8 February 2001.....		500	7.52
8 February 2001.....		500	7.53
8 February 2001.....		500	7.60
8 February 2001.....		500	7.60
8 February 2001.....		200	7.56
9 February 2001.....		14,731	7.68
9 February 2001.....	14,731		7.68
9 February 2001.....		200	7.83
9 February 2001.....		500	7.75
9 February 2001.....		471	7.88
9 February 2001.....		29	7.88
9 February 2001.....		500	7.82
9 February 2001.....		80	7.48
9 February 2001.....		120	7.48
9 February 2001.....		133	7.56
9 February 2001.....		367	7.58
9 February 2001.....		20	7.57
9 February 2001.....		130	7.58
9 February 2001.....		500	7.55
9 February 2001.....		200	7.53
9 February 2001.....		200	7.45
9 February 2001.....		200	7.49
9 February 2001.....		500	7.65
9 February 2001.....		500	7.62
9 February 2001.....		200	7.61
9 February 2001.....		500	7.57
9 February 2001.....		400	7.58
9 February 2001.....		200	7.58
9 February 2001.....		170	7.60
9 February 2001.....		530	7.61
9 February 2001.....		200	7.60
9 February 2001.....		200	7.78
9 February 2001.....		200	7.79
9 February 2001.....		200	7.78
9 February 2001.....		500	7.71
9 February 2001.....		474	7.67
9 February 2001.....		200	7.70
9 February 2001.....		120	7.78
9 February 2001.....		80	7.78
9 February 2001.....		700	7.80
9 February 2001.....		500	7.80
9 February 2001.....		500	7.79

Date	Number bought	Number sold	Price ((Euro))
9 February 2001.....	50		7.65
9 February 2001.....	400		7.65
9 February 2001.....	54		7.67
9 February 2001.....	450		7.66
9 February 2001.....	400		7.68
9 February 2001.....	100		7.67
9 February 2001.....	500		7.68
9 February 2001.....	26		7.67
9 February 2001.....	500		7.66
9 February 2001.....	200		7.65
9 February 2001.....	500		7.64
9 February 2001.....	200		7.65
9 February 2001.....	200		7.68
9 February 2001.....	227		7.67
9 February 2001.....	200		7.68
9 February 2001.....	200		7.70
9 February 2001.....		500	7.67
9 February 2001.....		200	7.69
9 February 2001.....		500	7.68
9 February 2001.....		35	7.69
9 February 2001.....		465	7.69
9 February 2001.....		150	7.70
9 February 2001.....		500	7.68
9 February 2001.....		114	7.66
9 February 2001.....		54	7.67
9 February 2001.....		86	7.66
9 February 2001.....		500	7.71
9 February 2001.....		200	7.59
9 February 2001.....		200	7.59
9 February 2001.....		150	7.59
9 February 2001.....		500	7.58
9 February 2001.....		184	7.60
9 February 2001.....		200	7.60
9 February 2001.....		200	7.58
9 February 2001.....		500	7.58
9 February 2001.....		200	7.60
9 February 2001.....		16	7.60
9 February 2001.....		500	7.65
9 February 2001.....		200	7.69
9 February 2001.....		90	7.68
9 February 2001.....		220	7.69
9 February 2001.....		7	7.69
9 February 2001.....		50	7.70
9 February 2001.....		500	7.66
9 February 2001.....		110	7.68
9 February 2001.....		200	7.69
9 February 2001.....		200	7.64
9 February 2001.....		500	7.64
9 February 2001.....		300	7.79
9 February 2001.....		200	7.79
9 February 2001.....		100	7.80
9 February 2001.....		400	7.80
9 February 2001.....		100	7.81
9 February 2001.....		500	7.80
9 February 2001.....		100	7.81

Date	Number bought	Number sold	Price ((Euro))
9 February 2001.....		200	7.79
9 February 2001.....		200	7.79
9 February 2001.....		403	7.88
9 February 2001.....		100	7.79
9 February 2001.....		350	7.79
9 February 2001.....		50	7.79
9 February 2001.....		7	7.88
9 February 2001.....		90	7.88
9 February 2001.....		200	7.85
9 February 2001.....		200	7.72
9 February 2001.....		500	7.69
9 February 2001.....		300	7.72
9 February 2001.....		200	7.72
9 February 2001.....		25	7.77
9 February 2001.....		355	7.78
9 February 2001.....		20	7.78
9 February 2001.....		104	7.49
9 February 2001.....		96	7.49
9 February 2001.....		195	7.44
9 February 2001.....		200	7.50
9 February 2001.....		150	7.45
9 February 2001.....		5	7.47
9 February 2001.....		50	7.52
9 February 2001.....		300	7.59
9 February 2001.....		200	7.59
9 February 2001.....		500	7.55
9 February 2001.....		1,500	7.80
9 February 2001.....		1,500	7.80

Aggregate dealings in Sema Shares from 5 January 2000 to 4 January 2001.

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/1/2000 to 4/5/2000....	360,803	(Euro)21.26	(Euro)27.65			
5/1/2000 to 4/5/2000....				209,475	(Euro)21.01	(Euro)27.65
5/5/2000 to 4/8/2000....	67,088	(Euro)12.42	(Euro)16.86			
5/5/2000 to 4/8/2000....				40,316	(Euro)12.42	(Euro)20.39
5/8/2000 to 4/11/2000...	79,062	(Euro)15.06	(Euro)21.31			
5/8/2000 to 4/11/2000...				88,862	(Euro)15.21	(Euro)21.10
5/11/2000 to 4/1/2001...	96,341	(Euro)4.50	(Euro)12.19			
5/11/2000 to 4/1/2001...				97,841	(Euro)4.50	(Euro)12.19

(cc) Sema GFRs

For the dealings of Morgan Stanley & Co. International Limited, see table below:

Aggregate dealings from 5 November 2000 to 4 January 2001.

Date	Number bought	Purchase Price per share ((Pounds)/(Euro)/US\$)		Number sold	Sale Price per share ((Pounds)/(Euro)/US\$)	
		Low	High		Low	High
5/11/2000 to 4/1/2001...	241,904	(Euro)5.05	(Euro)10.09	241,904	(Euro)5.05	(Euro)6.06

(dd) Sema GFR ADRs

For the dealings of Morgan Stanley & Co. Incorporated, see table below:

Aggregate dealings from 5 August 2000 to 4 November 2000.

Date	Number bought	Purchase Price per share ((Euro))		Number sold	Sale Price per share ((Euro))	
		Low	High		Low	High
5/8/2000 to 4/11/2000...	49,623	(Euro)39.10	(Euro)39.10			

For the dealings of Morgan Stanley & Co. International Limited, see table below:

Aggregate dealings from 5 August 2000 to 4 November 2000

Date	Number bought	Purchase Price per share ((Euro))		Number sold	Sale Price per share ((Euro))	
		Low	High		Low	High
5/8/2000 to 4/11/2000...				52,023	(Euro)39.06	(Euro)39.06
5/8/2000 to 4/11/2000...	52,023	(Euro)38.60	(Euro)39.10			

(ee) Sema ADRs

For the dealings of Morgan Stanley & Co. Incorporated, see the table below:

Individual dealings in Sema ADRs from 5 August 2000 to 4 November 2000

Date	Number bought	Number sold	Price (US\$)
17/1/2001.....		200	10.78
17/1/2001.....		700	10.75
17/1/2001.....	900		10.76
18/1/2001.....		100	10.50
18/1/2001.....		100	10.50
18/1/2001.....		100	10.75
18/1/2001.....		200	10.56
18/1/2001.....		100	10.38
18/1/2001.....		300	10.75
18/1/2001.....		200	10.75
18/1/2001.....		100	10.75
18/1/2001.....		100	10.69
18/1/2001.....		100	10.56
18/1/2001.....		100	10.50
18/1/2001.....		100	10.50
18/1/2001.....		100	10.38
18/1/2001.....	1,700		10.61

Aggregate dealings from 5 August 2000 to 15 February 2001

Date	Number bought	Purchase Price per share (US\$)		Number sold	Sale Price per share (US\$)	
		Low	High		Low	High
5/8/2000 to 4/11/2000...				109,663	\$7.81	\$34.94
5/8/2000 to 4/11/2000...	97,013	\$23.51	\$34.98			
5/11/2000 to 4/1/2001...	130	\$7.50	\$7.50			
5/11/2000 to 4/1/2001...				1,430	\$7.50	\$8.78

For the dealings of Morgan Stanley & Co. International Ltd, see table below:
Aggregate dealings from 5 August 2000 to 15 February 2001

Date	Number bought	Purchase Price per share ((Pounds)/US\$)		Number sold	Sale Price per share ((Pounds)/US\$)	
		Low	High		Low	High
5/8/2000 to 4/11/2000...	49,623	(Euro)39.10	(Euro)39.10			
5/8/2000 to 4/11/2000...				49,623	\$23.51	(Euro)23.53

(v) The Sema directors and members of their immediate families and (so far as the Sema Directors are aware having made due and careful enquiries) persons connected with them have dealt for value (including the exercise of options under the Sema Share Option Schemes) in the following relevant securities during the disclosure period:

Name	Date	Number of Sema Shares bought	Number of Sema Shares sold	Price ((Pounds)) unless otherwise stated
Sir Julian Oswald	20 April 2000	686		10.20
Sir Julian Oswald	9 November 2000	61		8.87
Lady Veronica Oswald	5 October 2000		400	11.98
Lady Veronica Oswald	5 October 2000	393		11.99
Lady Veronica Oswald	23 October 2000	213		10.13
Lady Veronica Oswald	9 November 2000	69		8.87
Pierre Bonelli	18 February 2000		150,000	15.16
William Bitan	18 February 2000		10,000	15.16
William Bitan	9 May 2000	60,000*		3.07
William Bitan	4 July 2000		20,000	9.29
William Bitan	5 September 2000		20,000	11.33
Frank Jones	21 September 2000	100,000*		3.07
Frank Jones	22 September 2000		60,000	11.07
George Schmitt	12 September 2000*	146,250*		\$1.02
George Schmitt	15 September 2000		80,000	12.38
George Schmitt	18 September 2000		55,000	12.31

*Sema Shares purchased on exercise of options

(vi) The following advisers of Sema have dealt for value in the following relevant securities during the period between 5 February 2001 and 16 February 2001 (being the latest practicable date prior to the posting of this document):

Credit Suisse First Boston

Name	Date	Number of Sema Shares bought	Number of Sema Shares sold	Price ((Pounds))
DLJ Direct Ltd.....	6 February 2001	600		4.49
DLJ Direct Ltd.....	6 February 2001	2,250		4.50
DLJ Direct Ltd.....	6 February 2001	674		4.52
DLJ Direct Ltd.....	6 February 2001	250		4.53
DLJ Direct Ltd.....	6 February 2001	200		4.54
DLJ Direct Ltd.....	6 February 2001		3,600	4.46
DLJ Direct Ltd.....	6 February 2001		790	4.47
DLJ Direct Ltd.....	6 February 2001		886	4.48
DLJ Direct Ltd.....	6 February 2001		500	4.51
DLJ Direct Ltd.....	8 February 2001	120		4.69
DLJ Direct Ltd.....	8 February 2001	660		4.52
DLJ Direct Ltd.....	8 February 2001	1,050		4.67
DLJ Direct Ltd.....	8 February 2001	150		4.69
DLJ Direct Ltd.....	8 February 2001	218		4.70
DLJ Direct Ltd.....	8 February 2001		600	4.51
DLJ Direct Ltd.....	8 February 2001		95	4.53
DLJ Direct Ltd.....	8 February 2001		165	4.54
DLJ Direct Ltd.....	8 February 2001		60	4.56
DLJ Direct Ltd.....	8 February 2001		80	4.67
DLJ Direct Ltd.....	8 February 2001		250	4.68
DLJ Direct Ltd.....	8 February 2001		1,270	4.71
DLJ Direct Ltd.....	9 February 2001	1,100		4.80
DLJ Direct Ltd.....	9 February 2001	500		4.78
DLJ Direct Ltd.....	9 February 2001	1,924		4.86
DLJ Direct Ltd.....	9 February 2001		120	4.66
DLJ Direct Ltd.....	12 February 2001	433		5.35
DLJ Direct Ltd.....	12 February 2001	908		5.36
DLJ Direct Ltd.....	12 February 2001	224		5.48
DLJ Direct Ltd.....	12 February 2001		1,660	5.35
DLJ Direct Ltd.....	12 February 2001		1,924	5.47
DLJ Direct Ltd.....	12 February 2001		520	5.48
DLJ Direct Ltd.....	12 February 2001		4,390	5.49
DLJ Direct Ltd.....	12 February 2001		550	5.50
DLJ Direct Ltd.....	12 February 2001		688	5.51
DLJ Direct Ltd.....	12 February 2001		1,835	5.52
DLJ Direct Ltd.....	13 February 2001	50		5.48
DLJ Direct Ltd.....	13 February 2001		2,700	5.48
DLJ Direct Ltd.....	13 February 2001		4,299	5.47
DLJ Direct Ltd.....	13 February 2001		240	5.46
DLJ Direct Ltd.....	14 February 2001	120		5.44
DLJ Direct Ltd.....	14 February 2001		1,036	5.42
DLJ Direct Ltd.....	14 February 2001		520	5.43
DLJ Direct Ltd.....	14 February 2001		542	5.45
DLJ Direct Ltd.....	14 February 2001		910	5.46
DLJ Direct Ltd.....	15 February 2001		2,820	5.43
DLJ Direct Ltd.....	16 February 2001		1,650	5.44
DLJ Direct Ltd.....	16 February 2001		3,224	5.45
CSFB (Europe) Ltd.....	8 February 2001	100,000		4.64
CSFB (Europe) Ltd.....	8 February 2001		70,000	4.70

HSBC Holdings plc

For the dealings of CCF Securities*, see the table below:

Name	Date	Number of Sema Shares bought	Number of Sema Shares sold	Price ((Euro))
CCF Securities.....	5 February 2001	4,266		6.95
CCF Securities.....	5 February 2001	250		7.03
CCF Securities.....	5 February 2001	800		7.16
CCF Securities.....	5 February 2001	3,420		7.18
CCF Securities.....	5 February 2001	110		7.54
CCF Securities.....	5 February 2001	3,270		6.78
CCF Securities.....	5 February 2001	10,173		6.79
CCF Securities.....	5 February 2001	6,557		6.80
CCF Securities.....	5 February 2001	10,400		6.96
CCF Securities.....	5 February 2001	3,380		6.97
CCF Securities.....	5 February 2001	12,974		6.98
CCF Securities.....	5 February 2001	15,912		6.99
CCF Securities.....	5 February 2001	8,948		7.00
CCF Securities.....	5 February 2001	1,010		7.04
CCF Securities.....	5 February 2001	1,850		7.05
CCF Securities.....	5 February 2001	1,010		7.06
CCF Securities.....	5 February 2001	780		7.17
CCF Securities.....	5 February 2001	5,485		7.50
CCF Securities.....	5 February 2001	2,200		7.53
CCF Securities.....	5 February 2001	2,205		7.55
CCF Securities.....	5 February 2001		4,000	6.93
CCF Securities.....	5 February 2001		5,000	7.01
CCF Securities.....	5 February 2001		150	7.04
CCF Securities.....	5 February 2001		540	6.98
CCF Securities.....	5 February 2001		970	7.42
CCF Securities.....	5 February 2001		2,800	7.45
CCF Securities.....	5 February 2001		2,810	6.94
CCF Securities.....	5 February 2001		8,797	6.96
CCF Securities.....	5 February 2001		16,530	6.90
CCF Securities.....	5 February 2001		1,157	7.07
CCF Securities.....	5 February 2001		1,224	7.05
CCF Securities.....	5 February 2001		6,087	7.00
CCF Securities.....	5 February 2001		515	6.95
CCF Securities.....	5 February 2001		12,285	6.92
CCF Securities.....	5 February 2001		905	6.91
CCF Securities.....	5 February 2001		24,030	7.40
CCF Securities.....	5 February 2001		2,375	7.56
CCF Securities.....	5 February 2001		4,825	7.55

* CCF Securities is 98.6% owned by HSBC Holdings plc

For the dealings of HSBC Gyuertzeller Bank AG*, see the table below:

Name	Date	Number of Sema Shares bought	Number of Sema Shares sold	Price ((Pounds))
HSBC Gyuertzeller Bank AG	15 February 2001		23,000	5.43
HSBC Gyuertzeller Bank AG	15 February 2001		9,900	5.245

* HSBC Gyuertzeller Bank AG is a wholly owned subsidiary of HSBC Gyuertzeller Holdings BV, which is 94.41% owned by HSBC Holdings plc.

Aggregate dealings from 24 November 2000 to 11 December 2000

Date	Number bought	Purchase Price		Number sold	Sale Price	
		per share ((Euro))			per share ((Euro))	
		Low	High		Low	High
24/11/2000 to 6/12/2000.....	98,374	4.35	6.08			
24/11/2000 to 11/12/2000.....				98,374	4.99	6.03

(c) Shareholdings and dealings in Schlumberger Securities

As at the close of business on 16 February 2001 (being the latest practicable date prior to the posting of this document) neither Sema nor any director of Sema or any member of his immediate family, nor (so far as he is aware having made due and careful enquiry) any person connected with him, owns or controls or (in the case of a director of Sema and his immediate family and connected persons) is, directly or indirectly, interested in any securities in Schlumberger or any securities convertible into rights to subscribe for, or options (including traded options) in respect of, or derivatives referenced to, any such securities, nor has any such person dealt for value therein during the disclosure period.

(d) General

(i) Save as set out in this document, neither Sema nor any:

- (aa) director of Sema set forth in paragraph 2(b) (i) nor any member of his immediate family or (so far as the directors are aware having made due and careful enquiry) any connected person;
- (bb) subsidiary of Sema;
- (cc) pension fund of Sema or any of its subsidiaries;
- (dd) bank, stockbroker, financial or other professional adviser (other than exempt market makers and exempt fund managers) to Sema or any person controlling, controlled by or under the same control as such bank, stockbroker, financial or other professional adviser; or
- (ee) person who has an agreement of a kind referred to in Note 6(b) on Rule 8 of the City Code with Sema or with any person who is an associate of Sema;

owns, controls or (in the case of the directors, their immediate families and connected persons) is interested in any Sema Securities nor any securities convertible into, rights to subscribe for or options (including traded options) in respect of, nor any derivatives referenced to, Sema Securities nor has any such person dealt for value therein, in the case of Sema and any Sema director, in the disclosure period and, in any other case, between 5 February 2001 and 16 February 2001 (being the latest practicable date prior to the posting of this document).

- (ii) Save as set out above, neither Schlumberger Investments nor Schlumberger nor any director of Schlumberger Investments or of Schlumberger set forth on Schedules IVA or IVB, nor any member of his/her immediate family nor (so far as the directors are aware having made due and careful enquiry) any connected person nor any person acting in concert with Schlumberger Investments or Schlumberger nor any person who has an arrangement of a kind referred to in Note 6(b) on Rule 8 of the City Code with Schlumberger Investments or Schlumberger or with any person acting in concert with Schlumberger Investments or Schlumberger nor any person who has irrevocably committed to accept the Offer owns, controls or (in the case of the directors, their immediate families and connected persons) is interested in any Sema Securities nor any securities convertible into, rights to subscribe for or options (including traded options) in respect of, nor derivatives referenced to, Sema Securities nor has any such person dealt for value therein during the disclosure period.

5. Purpose of the Offer; Plans for Sema

Purpose of the Offer. The purpose of the Offer is to enable Schlumberger Investments to acquire as many outstanding Sema Securities as possible as a first step in acquiring the entire equity interest in Sema. If Schlumberger Investments receives sufficient acceptances of the Offer or otherwise acquires sufficient Sema

Shares within the statutory time period, it intends to commence the compulsory acquisition procedure under the Companies Act. Upon consummation of the compulsory acquisition procedure, Sema would become a wholly owned subsidiary of Schlumberger Investments.

Plans for Sema. Subject to certain matters described below, it is currently expected that, the business and operations of Sema will continue to be conducted as they are currently being conducted. Schlumberger will continue to evaluate all aspects of the business, operations, capitalisations, corporate and organisational structure, and management of Sema during the course of the Offer and after the consummation of the Offer and will take such further actions as it deems appropriate under the circumstances then existing. Schlumberger intends to seek additional information about Sema during this period. Thereafter, Schlumberger intends to review such information as part of a comprehensive review of Sema's business, operations, capitalisation, corporate and organisational structure, and management.

As a result of the completion of the Offer, the interest of Schlumberger Investments in Sema's net book value and net earnings will be in proportion to the number of Sema Securities acquired in Schlumberger Investments. If the compulsory acquisition is consummated, Schlumberger Investments' interest in such items and in Sema's equity generally will equal 100 per cent. and Schlumberger Investments will be entitled to all benefits resulting from such interest, including all income generated by Sema's operations and any future increase in Sema's value. Similarly, Schlumberger Investments will following completion of the compulsory acquisition also bear the risk of losses generated by Sema's operations and any future decrease in the value of Sema after the compulsory acquisition. After compulsory acquisition, current Sema Securityholders will cease to have any direct equity interest in Sema and will not have the right to vote on corporate matters.

If all of the Continuing LHS Shareholders exercise their options under the LHS Exchange Agreement they will (ignoring fractions) be issued 16,374,595 new Sema Shares (or such number of Sema ADSs as represents such Sema Shares) which will represent approximately 2.46 per cent. of the fully diluted share capital of Sema. If Sema exercises its option under the LHS Exchange Agreement the Continuing LHS Shareholders will (ignoring fractions) be issued 15,555,865 new Sema Shares (or such number of Sema ADSs as represents such Sema Shares) which will represent approximately 2.34 per cent. of the fully diluted share capital of Sema.

When the Offer becomes or is declared unconditional in all respects, Schlumberger Investments intends to procure the making of an application by Sema for the removal of Sema Shares from the Official List and for the cancellation of trading in Sema Shares on the London Stock Exchange's market for listed securities. It is anticipated that cancellation of listing and trading will take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. Schlumberger Investments would also intend to procure that Sema applies for de-listing of the Sema Securities from Nasdaq and from Euronext Paris. Such de-listings and cancellation would significantly reduce the liquidity and marketability of any Sema Securities not assented to the Offer.

It is expected that, if the Offer is not consummated, Sema's management, under the general direction of its board of directors and executive management, will continue to manage Sema as an ongoing business. The Sema Board has, however, started to search for a new chief operating officer to replace chief executive Pierre Bonelli in due course.

6. Material Contracts

- (a) The following contracts have been entered into by members of the Schlumberger Group otherwise than in the ordinary course of business since 5 February 1999 (being the date two years prior to commencement of the Offer Period) and are or may be material:
- (i) A credit facility dated 20 February 2001 between (1) Schlumberger; (2) Schlumberger Industries S.A.; (3) Schlumberger PLC; (4) Schlumberger Investments; (5) JP Morgan Plc, BNP Paribas, Salomon Brothers International Limited and Lehman Brothers International (Europe) (each as arrangers), Citibank International Plc as facility agent, and The Chase Manhattan Bank, BNP Paribas Citibank, N.A., and Lehman Commercial Paper Inc. (each a "Bank" and together the "Banks") under which the Banks agreed to provide a revolving credit facility with a one year term-out option (the "Credit Facility").

The Credit Facility is repayable on the day prior to its first anniversary, unless the one-year term-out option is exercised, in which case it will be repayable up to 364 days after the date of exercise of the term-out option.

The Credit Facility may be used for:

(a) financing or refinancing:

- (i) all or part of the consideration in respect of the Offer;
- (ii) any fees and expenses in relation to the Offer;
- (iii) any borrowings of Sema or its subsidiaries which are outstanding on the date on which the Offer is declared unconditional (by or on behalf of Schlumberger) in all respects;
- (iv) market purchases; and
- (v) intra-group indebtedness incurred to finance market purchases.

(b) general corporate purposes of the Schlumberger companies listed in paragraph (i) above (including any direct or indirect subscription for equity in Schlumberger Investments).

The Credit Facility will bear interest at LIBOR (as defined in the Credit Facility) in relation to advances in sterling and EURIBOR (as defined in the Credit Facility) in relation to advances in euro plus the mandatory cost (as defined in the Credit Facility) and a margin of:

- (a) 0.30% per annum for Schlumberger (and for Schlumberger Investments for the first 3 months after the first drawdown by any borrower under the Credit Facility); and
- (b) 0.35% per annum for Schlumberger PLC, Schlumberger Industries S.A. (and for Schlumberger Investments after the date falling 3 months from the first drawdown by any borrower under the Credit Facility).

(ii) A merger agreement dated 12 July, 1999 between Schlumberger and Transocean Offshore Inc. ("Offshore"). Under this agreement, Schlumberger spun off its offshore drilling business, Sedco Forex, to its shareholders and merged it with Offshore to create Transocean Sedco Forex. Schlumberger shareholders received one share of Sedco Forex for each share of Schlumberger. In the merger, each Sedco Forex share was exchanged for 0.1936 shares of Transocean Sedco Forex Inc. After the merger, Schlumberger stockholders held approximately 52% of the shares of Transocean Sedco Forex Inc. with Offshore shareholders holding the remaining 48%.

(iii) A master formation agreement ("MFA") dated 6 September 2000 under which Schlumberger and Baker Hughes Inc. created a joint venture vehicle, WesternGeco, comprised of the seismic fleets, data processing assets, exclusive and nonexclusive multiclient surveys and other assets of the surface seismic businesses of Schlumberger and Baker Hughes Inc. Under the terms of the MFA, Schlumberger paid Baker Hughes Inc. US\$500 million in cash. WesternGeco is owned 70% by Schlumberger and 30% by Baker Hughes Inc.

(iv) A subscription agreement dated 16 February 2001 among Schlumberger, Schlumberger Industries S.A. and Schlumberger Investments under which, conditional upon Schlumberger Investments issuing an announcement in accordance with the City Code to the effect that the Offer has been declared unconditional, Schlumberger and Schlumberger Industries S.A. will fund, by way of equity subscription, the consideration payable under the Offer and any fees and expenses in relation to the Offer, less any amount which shall be available to Schlumberger Investments under any bank facilities arranged by Schlumberger in connection with the Offer. The equity subscription will be in such proportions as may be agreed between the parties or, failing such agreement, as notified by Schlumberger Investments. The subscription agreement will terminate if the condition referred to above is not satisfied within 130 days after the date of the subscription agreement (or such later date as the parties may agree).

(v) A letter agreement between Schlumberger Investments and Sema under which Sema has agreed to pay Schlumberger Investments a fee of US\$20 million if:

- (a) the Offer lapses or is withdrawn and prior thereto an Independent Competing Offer for Sema has been announced, and subsequently such Independent Competing Offer or another Independent Competing Offer (which, for the avoidance of doubt, has been announced prior to the Offer lapsing or having been withdrawn) becomes or is declared unconditional in all respects; or

- (b) the Offer lapses or is withdrawn and prior thereto the board of directors of Sema, or any committee thereof, shall have withdrawn or modified, in a manner adverse to Schlumberger Investments, its approval or recommendation of the Offer, or approved or recommended an Independent Competing Offer (or resolved to take any of the foregoing actions).

The inducement fee shall be due and payable two business days after, in the case of (a) above, the date on which the relevant Independent Competing Offer becomes or is declared unconditional in all respects or, in the case of (b) above, the date on which Schlumberger Investments notifies Sema that the Offer has lapsed or been withdrawn;

Independent Competing Offer means (a) an offer for, or scheme of arrangement of, Sema which is made or entered into by a person or persons who are not associates (as such term is defined in the City Code) of Schlumberger Investments at or above the value of the Offer or (b) any sale, disposal, merger, business combination, demerger or liquidation (or similar transaction or arrangement) resulting in any person or persons who are not associates of Schlumberger Investments owning more than 30 per cent. of the voting rights of Sema or assets representing more than 10 per cent. of the turnover of Sema and its subsidiary undertakings.

Sema agreed to take such action and give such assistance to Schlumberger Investments as Schlumberger Investments may reasonably request in order to enable Schlumberger Investments to (i) obtain any necessary regulatory clearances and approvals in connection with the Offer and (ii) prepare documentation required in connection with the Offer.

- (vi) Each of Sir Julian Oswald, Pierre Bonelli, William Bitan, Herve Couffin, Harry Fryer, Frank Jones, Didier Pineau-Valencienne, George Schmitt, Gilles Cosson, Pascal Viginier and Tidu Maini has given an irrevocable undertaking to Schlumberger (the "Director Undertakings") pursuant to which he has undertaken to Schlumberger that he will accept the Offer. Each of them has also agreed that, until the date on which the Offer becomes wholly unconditional or lapses or is withdrawn, he will exercise the voting rights attached to his Sema Shares in connection with certain resolutions relating to the Offer only in accordance with Schlumberger's directions. Each director listed above has also undertaken to use his best efforts to procure that Sema and the Sema Board provide all reasonable assistance to Schlumberger in connection with the Offer.

The terms of the Director Undertakings are the same in all material respects except for the amount of Sema Shares involved and, in certain instances, the directors have undertaken in respect of not only existing Sema Shares but Sema Shares that will be derived from certain option plans.

- (vii) Two of Sema's principal shareholders, France Telecom and Paribas Affaires Industrielles, have each given undertakings (the "Undertakings") to Schlumberger Investments and Lehman Brothers pursuant to which France Telecom and Paribas Affaires Industrielles have undertaken to Schlumberger Investments that they will accept the Offer except as provided below. France Telecom and Paribas Affaires Industrielles have also agreed that, until the date on which the Offer becomes wholly unconditional, lapses or is withdrawn, France Telecom and Paribas Affaires Industrielles will exercise the voting rights attached to the Sema Shares to which the Undertakings relate (such voting rights representing 16.9 per cent. of the entire issued capital in the case of France Telecom and 5.1 per cent. of the entire issued capital in the case of Paribas Affaires Industrielles) in connection with certain resolutions relating to the Offer only in accordance with Schlumberger Investments' directions.

The obligations of France Telecom and Paribas Affaires Industrielles to accept the Offer will be suspended if a person other than Schlumberger or a subsidiary of Schlumberger or any person acting in concert with Schlumberger announces a firm intention to make an offer to acquire all the equity share capital of Sema (other than that already owned by the person making such offer or persons acting in concert with it) on or before the end of the date which falls 17 days after the posting of this Offer provided that the value of the consideration represents, in the reasonable opinion of Lehman Brothers and Rothschild, in excess of 600 pence per Sema Share as at the close of business on the last business day prior to the date on which such firm intention to make an offer is announced. If, on or before the end of the fourteenth day after the higher competing offer is announced, Schlumberger or a subsidiary of Schlumberger announces a revision of the Offer such that the consideration under the Offer is wholly in cash and represents, in the reasonable opinion of Lehman Brothers and Rothschild, an improvement over the higher competing offer, then the suspension of the obligations referred to above shall come to an end.

Except as provided above, the terms of the Undertakings from France Telecom and Paribas Affaires Industrielles are the same in all material respects except that the Undertaking from France Telecom involves 103,634,296 Sema Shares and the Undertaking from Paribas Affaires Industrielles involves 31,113,792 Sema Shares.

(b) The following contracts have been entered into by members of the Sema Group otherwise than in the ordinary course of business since 5 February 1999 (being the date two years prior to commencement of the Offer Period) and are or may be material:

- (i) A merger agreement dated 14 March 2000 between LHS, SG Acquisition Corporation ("SG Acquisition") and Sema relating to the merger of SG Acquisition into LHS. Under the terms of the merger (the "Merger"), LHS shareholders received 2.6 Sema Shares for each LHS share held (in the form of Sema ADSs or Sema Shares). Immediately following the Merger, Sema owned approximately 91.8% of the equity of LHS and controlled more than 99% of the shareholder votes in LHS. Three LHS shareholders (Hartmut Lademacher, Manfred Hellwig and Dr. Rainer Zimmermann--"the Continuing LHS Shareholders") remained as LHS shareholders holding the remaining 8.2 per cent of the share capital of LHS. The Merger became effective on 29 July 2000 and the total number of shares issued on the Merger was 131,392,728. Subsequent to the Merger, Messrs Lademacher and Hellwig exchanged 2,639,750 LHS shares for 6,863,350 Sema Shares. Consequently, the Continuing LHS Shareholders now hold 6,297,921 LHS shares.
- (ii) A stock option agreement dated 14 March 2000 between LHS and Sema under which Sema exercised an option to purchase 10,386,091 newly issued LHS shares as an incentive to complete the Merger. The consideration comprised of a sum of (Pounds)68,878 payable in cash and the delivery from Sema to LHS of a full recourse promissory note in respect of the balance of the purchase price (being (Pounds)258 million). Upon the consummation of the Merger these shares in LHS and the promissory note were cancelled and the monies returned to Sema.
- (iii) A voting agreement relating to LHS dated 13 March 2000 between Sema and General Atlantic Partners 23 L.P., General Atlantic Partners 31 L.P. and GAP Co-investment Partners L.P. ("the LHS Affiliates"), whereby the LHS Affiliates agreed to vote in favour of the Merger.
- (iv) Voting agreements relating to LHS dated 13 March 2000 between Sema and the Continuing LHS Shareholders under which such shareholders agreed to vote in favour of the Merger.
- (v) An exchange agreement dated 14 March 2000 between Sema and the Continuing LHS shareholders which granted each of the Continuing LHS Shareholders an option to exchange each of their LHS shares for 2.6 Sema Shares or the number of Sema ADSs representing 2.6 Sema Shares. The option is exercisable between 1 January 2002 and 31 December 2003. Sema has been granted an option exercisable between 31 December 2003 and 30 June 2004 to the Continuing LHS Shareholders to exchange their LHS shares for 95% of the Sema ADSs or Sema Shares they would have received had they exercised their option under this exchange agreement. If any of the Continuing LHS Shareholders sells or transfers any LHS shares prior to 1 January 2004, Sema's option becomes immediately exercisable with regard to that Continuing LHS Shareholder's holding of LHS shares.

Until the options granted to the Continuing LHS Shareholders have all expired or been exercised, Sema may not, without the consent of the Continuing LHS Shareholders, permit LHS to enter into a merger or other transaction in which the LHS shares held by the Continuing LHS Shareholders will be converted into anything other than the LHS shares they held immediately before such merger or other transaction.

In addition, a management agreement dated 13 March 2000 was also entered into between each of the Continuing LHS Shareholders and Sema which authorised Sema to manage LHS after the Merger in any manner it deemed appropriate, in its own self-interest and without taking into account any interests of any other LHS shareholders.

- (vi) A secured promissory note dated 14 June 2000 under which Sema promised to pay to LHS the principal sum of approximately (Pounds)258 million, and to pay interest on the outstanding balance of that principal sum representing the balance of the purchase price for the LHS shares purchased by Sema on the exercise of its option contained in the stock option agreement described in paragraph (ii) above.

- (vii) A voting agreement relating to Sema dated 14 March 2000 between LHS and Financiere de Paribas, Societe Generale Commerciale et Financiere SA and Vingt Nominees Limited ("the BNP Paribas subsidiaries") whereby the BNP Paribas subsidiaries (who then owned approximately 7.3% of Sema Shares) agreed to approve the Merger and related matters at any meeting of Sema shareholders convened for such a vote.
- (viii) A voting agreement relating to Sema dated 13 March 2000 between LHS and Compagnie Generale des Communications SA, whereby Compagnie Generale des Communications SA (who then owned approximately 22.3% of Sema Shares) agreed to approve the Merger and related matters at any meeting of Sema shareholders convened for such a vote.
- (ix) An agreement and plan of merger dated 20 April 1999 between LHS and Priority Call Management Inc. ("PCM"), pursuant to which LHS acquired all of the outstanding capital stock of PCM. Holders of PCM capital stock were entitled to receive 2.3542 LHS shares for each share of PCM capital stock. In addition, all outstanding rights (including options) to purchase shares of PCM common stock were converted into rights to purchase LHS shares on a ratio of 2.3542 to 1.
- (x) The inducement fee letter referred to in paragraph 6(a)(v) above.

7. Financing Arrangements

Schlumberger Investments will be financed by equity funds from Schlumberger and Schlumberger Industries S.A. under the subscription agreement summarised in paragraph 6(a)(iv) above and borrowings under the Credit Facility summarised in paragraph 6(a)(i) above.

Schlumberger and Schlumberger Industries S.A. will fund part of the Offer from existing cash resources of the Schlumberger Group and from the Credit Facility summarised in paragraph 6(a)(i) above.

There are currently no alternative definitive financing arrangements in the event the Credit Facility becomes unavailable. Schlumberger Investments has not concluded arrangements to finance or repay the Credit Facility but intends to repay the Credit Facility in accordance with the terms of the Credit Facility summarised in paragraph 6(a)(i) above.

8. Service agreements and compensation of the Sema Directors

The following directors of Sema have entered into service contracts with Sema which have twelve months or more to run, short particulars of which are set out below:

Frank Jones is employed pursuant to a service agreement with Sema Group UK Limited, a principal trading subsidiary of Sema, dated 18 September 1998. The agreement is for an indefinite term and is terminable on 52 weeks' notice from either party. He receives a current annual salary of (Pounds)260,000 and is further entitled to receive a discretionary bonus (as determined by the remuneration and nominations committee) each year.

Tidu Maini is employed pursuant to a service agreement with Sema Group UK Limited, a principal trading subsidiary of Sema, dated 24 February 1998. The agreement is for an indefinite term and is terminable on 52 weeks' notice from either party. He receives a current salary of (Pounds)235,000 and is further entitled to receive a discretionary bonus (as determined by the remuneration and nominations committee) each year.

Both Frank Jones and Tidu Maini are contributing members of the Sema Group Pension Scheme, a scheme approved by the Inland Revenue. In addition, Tidu Maini, whose benefits as a new member of the scheme are restricted by Inland Revenue earnings limits, also participates in a Sema Group unfunded unapproved retirement benefits scheme in order to conform his benefits to those of Sema's other executive Directors. This is not approved by the Inland Revenue, and Sema contributes an amount of (Pounds)65,000 per year for ten years from 1999. Both of these directors are also provided with the following benefits: a company car; company sick pay in accordance with Sema's sick pay scheme from time to time in force and premiums paid by Sema for private health insurance scheme for themselves, their wives and their dependants. They also participate in the Sema Share Option Schemes.

Save as disclosed above, there are no service contracts between any director of Sema and any member of the Sema Group having more than twelve months to run and no such contract has been entered into or amended within the six months preceding the date of this document.

9. Past contacts

In July 2000, Schlumberger and Sema met to discuss the possibility of forming cooperative business arrangements or joint marketing arrangements based on Sema's IT expertise and Schlumberger's industry focus. Based on these and subsequent commercial discussions, each company formed a working group to explore the possibilities for commercial cooperation. These working groups met from time-to-time during the fall.

On 15 December 2000, the executives in charge of the working groups met with the executives of both companies and recommended that the companies proceed with joint marketing agreements in two areas. There was a general discussion about Schlumberger possibly taking a minority stake in Sema if the commercial arrangements were successful.

Following this meeting, there were a few telephone discussions between the executives of both companies. These discussions resulted in the Chairman and Chief Executive Officer of Schlumberger indicating to the Chief Executive Officer of Sema on 27 December 2000, that Schlumberger might also contemplate a possible bid for Sema if Sema became vulnerable to a takeover, but that there would need to be further discussions and appropriate approvals within Schlumberger. The Chief Executive Officer of Sema responded that he would relate the content of that conversation to his board and that he should be contacted after Schlumberger had had its internal discussions and formulated a proposal.

A possible offer for Sema was presented and discussed at the quarterly meeting of the Schlumberger board of directors, which took place on 18 January 2001. On 19 January 2001, the Chairman and Chief Executive Officer of Schlumberger contacted the Chief Executive Officer of Sema to explain that the Schlumberger Board had authorised the initiation of discussions with Sema about the possibility of Schlumberger making an offer for Sema. On 22 January 2001, Schlumberger presented a preliminary proposal at a meeting with the Chairman of Sema and delivered a letter to him describing that proposal.

On 24 January 2001, Sema appointed Credit Suisse First Boston and Rothschild as joint financial advisors to Sema and a meeting between Schlumberger and Sema, with their respective financial advisors present, was organized for the next day. On 25 January 2001, these parties met and discussed the process going forward and the scope and timetable for a limited due diligence exercise. On 27 January 2001, a confidentiality undertaking, between the parties was signed. Due diligence meetings commenced the same day and continued through early February.

On 2 February 2001, a team of management from Schlumberger presented to a group of managers from Sema on Schlumberger's business.

On 5 February 2001, Lehman Brothers discussed with Credit Suisse First Boston and Rothschild the possibility of Schlumberger presenting some modifications to its preliminary proposal later that week and expressed Schlumberger's continuing interest.

On 7 February 2001, Schlumberger's Board of Directors met to discuss the status of the proposal. On the evening of the same day, Schlumberger delivered a revised proposal to the Chairman of Sema. Following delivery of the revised proposal, Lehman Brothers spoke to Sema and its financial advisors about its terms. Lehman Brothers explained to Sema's financial advisors that Schlumberger was open to further discussions but would not continue discussions after 12 February 2001 if there was not an agreement on terms by that date.

The next day, a representative from Lehman Brothers, together with representatives of Schlumberger, met with France Telecom to discuss Schlumberger's proposal and securing irrevocable undertakings from France Telecom.

On 9 February 2001, Sema's Board of Directors met to discuss the Schlumberger proposal made on 7 February 2001. On the evening of the same day, Credit Suisse First Boston and Rothschild representatives met with Lehman Brothers representatives to advise them that while Sema was interested in further discussions, the 7 February 2001 proposal was unacceptable.

During the course of the next two days, there were numerous calls and negotiations between representatives of Schlumberger and their advisors, and of Sema and their advisors. The parties discussed several proposals, culminating in a final proposal of 560 pence per share, with undertakings from France Telecom and Paribas Affaires Industrielles.

On the evening of 11 February 2001, the Sema Board of Directors met and resolved that they would recommend that shareholders accept the revised proposal.

On 12 February 2001, France Telecom and Paribas Affaires Industrielles signed the undertakings to accept the offer described in paragraph 6 (a) (vii) of Appendix IV and, later that morning, the parties publicly announced the cash offer for Sema Shares.

10. Compulsory acquisition

If, within four months after the date of this document, as a result of the Offer or otherwise, Schlumberger Investments acquires or contracts to acquire Sema Shares representing at least 90 per cent. in nominal value of Sema Shares (including Sema Shares represented by Sema ADSs) to which the Offer relates, then:

- (i) Schlumberger Investments will be entitled and intends to effect the compulsory acquisition procedures provided for in sections 428 to 430F inclusive of the Companies Act (set out in Appendix V to this document) to compel the purchase of any outstanding Sema Shares on the same terms as provided in the Offer in accordance with the relevant procedures and time limits described in the Companies Act; and
- (ii) a holder of Sema Shares may require Schlumberger Investments to purchase his Sema Shares on the same terms as provided in the Offer in accordance with the relevant procedures and time limits described in section 430A of the Companies Act.

If, for any reason, the above mentioned compulsory acquisition procedures are not invoked, Schlumberger Investments will evaluate other alternatives to obtain the remaining Sema Securities not purchased pursuant to the Offer or otherwise. Such alternatives could include acquiring additional Sema Securities in the open market, in privately negotiated transactions, through another offer to purchase, by means of a scheme of arrangement under the Companies Act or otherwise. Any such additional acquisitions could be for a consideration greater or less than, or equal to, the consideration for Sema Securities under the Offer. However, under the City Code, except with the consent of the Panel, Schlumberger Investments may not acquire any Sema Securities on better terms than those of the Offer within six months of termination of the Offer if Schlumberger Investments, together with any persons acting in concert with it (as defined by the City Code), holds shares carrying more than 50 per cent. of the voting rights normally exercisable at general meetings of Sema.

Holders of Sema Securities do not have appraisal rights as a result of the Offer. However, in the event that the compulsory acquisition procedures referred to above are available to Schlumberger Investments, holders of Sema Securities whose Sema Securities have not been purchased pursuant to the Offer will have certain rights to object under section 430C of the Companies Act.

11. Regulatory approvals

(a) EU Merger Control

The Offer gives rise to a concentration with a community dimension under Council Regulation (EEC) 4064/89, as amended (the "Regulation") and it is anticipated that a notification will be made to the European Commission in the near future. The Offer is conditional on, amongst other things, the European Commission indicating in terms satisfactory to Schlumberger Investments that it does not intend to initiate an in-depth investigation under Article 6(1)(c) of the Regulation in respect of the Offer or any matter arising therefrom. The European Commission will only initiate such an in-depth investigation if it finds that the Offer or any matter arising therefrom falls within the scope of the Regulation and raises serious doubts as to the compatibility of the concentration with the common market. Where the European Commission finds that the Offer or any matter arising therefrom falls within the scope of the Regulation but does not raise serious doubts as to the compatibility of the concentration with the common market, it will not oppose it and will declare that it is compatible with the common market. The European Commission has one calendar month (beginning on the first working day following the date on which a complete notification is received by the European Commission) to make its decision whether to clear the notified concentration or whether to initiate an in-depth investigation (subject to a possible extension to six weeks).

(b) US Antitrust

Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission ("FTC"), certain mergers and acquisitions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The acquisition of the Sema Securities by Schlumberger pursuant to the Offer is subject to the HSR Act requirements.

Under the provisions of the HSR Act applicable to the purchase of the Sema Securities pursuant to the Offer, such purchase may not be made until the expiration of a fifteen calendar day waiting period following the required filing of a Notification and Report Form under the HSR Act by Schlumberger submitted on 15 February 2001. Accordingly, the waiting period under the HSR Act will expire at 11.59 p.m., New York City time, on 2 March 2001 the fifteenth calendar day following filing of the Notification and Report Form by Schlumberger unless early termination of the waiting period is granted or the parties receive a request for additional information or documentary material prior thereto. If either the FTC or the Antitrust Division were to request additional information or documentary material from Schlumberger and Sema prior to the expiration of the fifteen day waiting period, the waiting period would be extended and would expire at 11.59 p.m., New York City time, on the tenth calendar day after the date of substantial compliance by Schlumberger with such request. Thereafter, the waiting period could be extended only by court order or by consent of Schlumberger. If the acquisition of the Sema Securities is delayed pursuant to a request by the FTC or the Antitrust Division for additional information or documentary material pursuant to the HSR Act, the purchase of and payment for the Sema Securities pursuant to the Offer will be deferred until ten days after the request is substantially complied with unless the waiting period is terminated sooner by the FTC or the Antitrust Division (and assuming all of the other Offer conditions have been satisfied or waived). Only one extension of such waiting period pursuant to a request for additional information or documentary material is authorized by the rules promulgated under the HSR Act, except by court order or by consent. Although Sema is required to file certain information and documentary material with the Antitrust Division and the FTC in connection with the Offer, neither Sema's failure to make such filings nor a request to Sema from the Antitrust Division or the FTC for additional information or documentary material will extend the waiting period. However, if the Antitrust Division or the FTC raises substantive issues in connection with a proposed transaction, the parties frequently engage in negotiations with the relevant governmental agency concerning possible means of addressing these issues and may agree to delay consummation of the transaction while such negotiations continue.

The Antitrust Division and the FTC frequently scrutinize the legality under the antitrust laws of transactions such as the proposed acquisition of the Sema Securities by Schlumberger pursuant to the Offer. At any time before or after the Schlumberger's purchase of the Sema Securities, either the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the acquisition of the Sema Securities pursuant to the Offer or seeking divestiture of the Sema Securities acquired by Schlumberger or divestiture of substantial assets of Schlumberger, Sema or any of their respective subsidiaries. State attorneys general may also bring legal action under the antitrust laws, and private parties may bring such action under certain circumstances. Schlumberger believes that the acquisition of the Sema Securities by Schlumberger will not violate the antitrust laws. Nevertheless, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if a challenge is made, what the result will be. See Appendix I for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions.

12. Certain consequences of the Offer

(a) Market effect

The past performance of the price of Sema Shares and Sema ADSs is no guide to the future performance of Sema Securities.

The purchase of Sema Securities pursuant to the Offer will reduce the number of holders of Sema Securities and the number of Sema Securities that might otherwise trade publicly and, depending upon the number of Sema Securities so purchased, could adversely affect the liquidity and market value of the remaining Sema Securities held by the public. In addition, when the Offer becomes or is declared unconditional in all respects, Schlumberger Investments intends to procure the making of an application by Sema for the removal of Sema Shares from the Official List and for the cancellation of trading in Sema Shares on the

London Stock Exchange's market for listed securities. It is anticipated that cancellation of listing and trading will take effect no earlier than 20 business days after the Offer becomes or is declared unconditional in all respects. Schlumberger Investments would also intend to procure that Sema applies for de-listing of the Sema Securities from Nasdaq and from Euronext Paris. Such de-listing and cancellation would significantly reduce the liquidity and marketability of any Sema Securities not assented to the Offer. Schlumberger Investments also may request that Sema should terminate the existing deposit agreement through which the ADS programme is operated.

The value of all investments and the outcome from them can fall as well as rise and not all the amount invested may be realised. Sema Securityholders accepting the Offer and electing to receive consideration in US dollars should be aware that they will be exposed to foreign currency risk.

(b) Public availability of information

In the event that Sema Shares continue to be listed on the Official List of the UK Listing Authority following the Offer becoming or being declared unconditional in all respects, holders of Sema Shares who have not accepted the Offer will continue to receive the same financial and other information from Sema that Sema is presently required by the Listing Rules to send to such holders. If Sema Shares are no longer listed on the Official List of the UK Listing Authority following the Offer, Sema would no longer be required by those rules to make publicly available such financial and other information.

The Sema ADSs and the Sema Shares (not for trading but in support of the Sema ADSs) are currently registered under the Exchange Act. Registration of such Sema ADSs and Sema Shares may be terminated upon application of Sema to the SEC if Sema ADSs are neither listed on a national securities exchange nor held by 300 or more beneficial owners in the US. Termination of registration of Sema ADSs and Sema Shares under the Exchange Act would substantially reduce the information required to be furnished by Sema to holders of Sema ADSs and to the SEC and would make certain provisions of the Exchange Act, such as the requirements of Rule 13e-3 thereunder with respect to "going private" transactions, no longer applicable to Sema. Furthermore, "affiliates" of Sema and persons holding "restricted securities" of Sema may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act. If, as a result of the purchase of Sema ADSs pursuant to the Offer and prior to completing the compulsory acquisition procedures referred to in paragraph 10 above, Sema is not required to maintain registration of Sema ADSs and Sema Shares under the Exchange Act, Schlumberger Investments intends to cause Sema to apply for termination of such registration.

(c) Margin Securities

Sema ADRs and Sema Shares are currently "margin securities" under regulation T of the Board of Governors of the US Federal Reserve System, which status has the effect, among other things, of allowing US brokers and dealers to extend credit on the collateral of Sema ADRs and Sema Shares for purposes of buying, carrying and trading in securities ("Purpose Loans"). Depending on factors such as the number of holders of record of Sema ADRs and Sema Shares and the number and market value of publicly held Sema ADRs and Sema Shares following the purchase of Sema Securities pursuant to the Offer, it is possible that Sema ADRs and Sema Shares would no longer be eligible for listing on Nasdaq. As a result, Sema ADRs and Sema Shares might no longer constitute margin securities and, therefore, could no longer be used as collateral for Purpose Loans made by US brokers and dealers.

13. United Kingdom taxation

The following paragraphs, which are intended as a general guide only are based on current UK tax law and practice. They summarise advice received by Schlumberger in relation to certain limited aspects of the UK taxation treatment of acceptance of the Offer as they relate to the position of Sema Shareholders who are resident or ordinarily resident in the UK for tax purposes, who are the beneficial owners of their Sema Shares and who hold them as investments. Any person who is in any doubt as to his tax position or who may be subject to tax in any jurisdiction outside the UK should consult an appropriate professional adviser.

(a) UK taxation of chargeable gains ("CGT")

Liability to CGT will depend on the particular circumstances of Sema Shareholders. An accepting Sema Shareholder will generally be treated as effecting a disposal of his Sema Shares for the purposes of CGT and may, depending on his individual circumstances, incur a liability to CGT.

(b) Sema Share Option Schemes

Special tax provisions may apply to Sema Shareholders who acquired their Sema Shares by exercising options under the Sema Share Option Schemes, including provisions imposing a charge to income tax. Such shareholders are therefore advised to seek their own independent professional advice in this regard.

(c) Stamp duty and stamp duty reserve tax

No stamp duty or stamp duty reserve tax will be payable by Sema Shareholders in connection with acceptance of the Offer.

14. United States federal income taxation

The following discussion is a summary of certain US federal income tax considerations that may be relevant to holders of Sema Shares or Sema ADSs considering the Offer. This summary is based on present law, which is subject to changes that could apply retroactively and lead to tax consequences different from those described below. No ruling has been requested or received from the US Internal Revenue Service (the "IRS") in connection with the Offer. No assurance can be given that the IRS will not assert, or a court would not sustain, a position contrary to the conclusions expressed in this summary. This discussion is not a comprehensive description of all the tax considerations that may be relevant to any particular investor. This summary also does not address US state and local tax considerations. Each holder should consult its own tax advisor about the US federal, state and local income tax consequences of the Offer.

This summary does not address the tax treatment of holders whose Sema Shares or Sema ADSs were received in connection with the performance of services, and it does not address the tax treatment of holders of options to acquire Sema Shares or Sema ADSs.

(a) US Holders

For purposes of this summary, a "US holder" is a beneficial owner of Sema Shares or Sema ADSs that is (i) a US citizen or resident, (ii) a corporation, partnership or other entity created or organised under the laws of the United States, (iii) an estate the income of which is subject to US federal income tax regardless of source or (iv) a trust subject to the control of a US person and the primary supervision of a US court.

This summary addresses the tax treatment of US holders who hold their Sema Shares or Sema ADSs as capital assets and use the US dollar as their functional currency. It does not address the tax treatment of US holders subject to special rules, such as banks, dealers, insurance companies, tax-exempt entities, persons that at any time have held 10 per cent. or more of Sema voting shares, or persons holding Sema Shares or Sema ADSs as part of a hedging, straddle, conversion, integrated, constructive sale or constructive ownership transaction.

In a securities filing with the SEC on 22 June 2000, Sema stated its belief that it was not a passive foreign investment company for US federal income tax purposes, and this summary assumes that belief to be correct.

(i) Exchange of Sema Shares or Sema ADSs

A US holder will recognize capital gain or loss on the exchange of Sema Shares or Sema ADSs in an amount equal to the difference between the US holder's tax basis in its Sema Shares or Sema ADSs and the amount realized. The amount realised will be the US dollar value of the pounds sterling that Schlumberger pays for the US holder's shares. It is possible that the value would be determined as of the settlement date if either the US holder uses the cash method of accounting, or the US holder uses the accrual method of accounting and properly elects to determine value as of the settlement. Alternatively, it is possible that the value would be determined on the date a US holder's tender of Sema Shares or Sema ADSs is unconditionally accepted. A US holder will have a tax basis in the pounds sterling Schlumberger pays equal to the US dollar amount realised. A US holder will recognize exchange gain or loss on a subsequent conversion of the pounds sterling paid by Schlumberger for a different amount of US dollars. Unless the US dollar value of the pounds sterling Schlumberger pays is determined as of the settlement date, a US holder that receives US dollars may recognise exchange gain or loss based on exchange rate movements between the date the tender is unconditionally accepted and the settlement date. Any exchange gain or loss will be US-source ordinary income or loss.

(ii) Information Reporting and Backup Withholding

Proceeds from the sale of the Sema Shares or Sema ADSs may be reported to the IRS, and a 31 per cent. backup withholding tax may apply to such amounts unless the holder (i) is a corporation, (ii) provides an accurate taxpayer identification number or (iii) otherwise establishes a basis for exemption. The amount withheld will be allowed as a credit against the holder's US federal income tax liability.

(b) Non-US Holders

For purposes of this summary, a "Non-US holder" is a beneficial owner of Sema Shares or Sema ADSs that is not a US holder.

(i) Exchange of Sema Shares or Sema ADSs

A Non-US holder generally will not be subject to US federal income tax upon the receipt of cash in exchange for Sema Shares or Sema ADSs pursuant to the Offer unless (i) the Non-US holder's gain is effectively connected with its conduct of a trade or business in the United States or (ii) the non-US holder is an individual who is present in the United States for 183 days or more in the taxable year of sale and certain other conditions are met.

(ii) Information Reporting and Backup Withholding

Information reporting and a 31 per cent. backup withholding tax may apply to any proceeds from the sale or other disposition of the Sema Shares or Sema ADSs paid inside the United States (or through financial intermediaries, including the US Depository, with certain connections to the United States), unless the Non-US holder (i) is a corporation, (ii) provides a properly executed Form W-8BEN or (iii) otherwise establishes a basis for exemption. Payments made outside the United States by a non-US payor generally will not be subject to information reporting or backup withholding. Non-US holders should consult their tax advisers regarding whether they are subject to the backup withholding and information reporting rules. The amount withheld will be available for refund or a credit against the holder's US federal income tax liability.

15. Fees and expenses

(a) Schlumberger

Schlumberger or Schlumberger Investments will pay fees or commissions to the following for soliciting tenders of the Sema Securities pursuant to the Offer or acceptances of the Offer.

Pursuant to a letter dated 18 January 2001 (the "Lehman Brothers Engagement Letter"), Lehman Brothers is acting as the financial adviser to Schlumberger Investments and Schlumberger in connection with the Offer. Pursuant to the terms of the Lehman Brothers Engagement Letter, Lehman Brothers will receive fees customary for the investment banking services provided by it, together with reimbursement of expenses reasonably incurred by Lehman Brothers. In addition, the Lehman Brothers Engagement Letter contains an indemnity in favour of Lehman Brothers against, among other things, certain claims, losses and expenses suffered or incurred by Lehman Brothers arising from its engagement under the Lehman Brothers Engagement Letter or relating to its role in connection with the Offer.

In addition, Lehman Brothers, Inc., in its capacity as US dealer manager, may solicit tenders of shares pursuant to the Offer and may communicate with brokers, dealers, commercial banks and trust companies with respect to the Offer. Lehman Brothers will not receive any additional fee for its services in this capacity.

Schlumberger Investments has retained Computershare PLC as the UK Receiving Agent. The UK Receiving Agent has not been retained to make solicitations or recommendations in its role as UK Receiving Agent. The UK Receiving Agent will receive reasonable and customary compensation for its services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith.

Schlumberger Investments has also retained Citibank, N.A. as the US Depository. The US Depository has not been retained to make solicitations or recommendations in its role as US Depository. The US Depository will receive reasonable and customary compensation for its services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under the United States federal securities laws.

In addition, Schlumberger Investments has retained DF King & Co., Inc. to act as the Information Agent in connection with the Offer. The Information Agent will receive reasonable and customary compensation for its services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under the United States federal securities laws.

Brokers, dealers, commercial banks and trust companies will be reimbursed by Schlumberger for customary mailing and handling expenses incurred by them in forwarding offering material to their customers.

(b) Sema

Pursuant to a letter dated 24 January 2001 (the "CSFB Engagement Letter") Credit Suisse First Boston ("CSFB") is acting as joint financial adviser to Sema in connection with the Offer. Pursuant to the terms of the CSFB Engagement Letter, CSFB will receive fees customary for the investment banking services provided by it, together with reimbursement of expenses reasonably incurred by CSFB. In addition, the CSFB Engagement Letter contains an indemnity in favour of CSFB against, among other things, certain claims, losses and expenses suffered or incurred by CSFB arising from its engagement under the CSFB Engagement Letter or relating to its role in connection with the Offer.

Pursuant to a letter dated 24 January 2001 (the "Rothschild Engagement Letter") Rothschild is also acting as joint financial adviser to Sema in connection with the Offer. Pursuant to the terms of the Rothschild Engagement Letter, Rothschild will receive fees customary for the investment banking services provided by it, together with reimbursement of expenses reasonably incurred by Rothschild. In addition, the Rothschild Engagement Letter contains an indemnity in favour of Rothschild against, among other things, certain claims, losses and expenses suffered or incurred by Rothschild arising from its engagement under the Rothschild Engagement Letter or relating to its role in connection with the Offer.

Except as disclosed herein, neither Sema nor any person acting on its behalf currently intends to employ, retain or compensate any other person directly or indirectly to make solicitations or recommendations to security holders on its behalf concerning the Offer.

16. Sources of information and basis of calculation

Save as otherwise set out in this document, the following constitute the sources of information and bases of calculation referred to in this document:

- (a) The value placed by the Offer on the entire issued and to be issued share capital of Sema is based on 614,348,483 Sema Shares in issue on 16 February 2001 (as sourced from Sema) and outstanding options in respect of 34,487,775 Sema Shares under the Sema Share Option Schemes as at 16 February 2001 (as sourced from Sema).
- (b) The financial information relating to Sema is extracted from the unaudited preliminary announcement of results for the year ended 31 December 2000, the Sema Listing Particulars and the Annual Report and Accounts of Sema.
- (c) The financial information relating to Schlumberger is extracted from the Annual Financial Statements of Schlumberger and the unaudited fourth quarter results for the period to 31 December 2000 and unaudited preliminary results for the year ended 31 December 2000 as published by Schlumberger on 18 January 2001.
- (d) The closing prices of Sema Securities are derived from Reuters.
- (e) Except where otherwise indicated, the following exchange rates have been used in this document:

Date	US\$/ (Pounds) Sterling	FF/ (Pounds) Sterling
----	-----	-----
16 February 2001.....	1.4483	10.3906
9 February 2001.....	1.4446	--
31 December 2000.....	1.4930	--
31 December 1999.....	1.6182	10.5477
31 December 1998.....	1.6600	9.3024

17. Cash Confirmation

Lehman Brothers is satisfied that resources are available to Schlumberger Investments sufficient to satisfy full acceptance of the Offer.

18. General

- (a) Save as regards the undertakings given by directors and shareholders of Sema (as referred to in paragraph 6(a) above) in connection with the Offer or as otherwise disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Schlumberger Investments or any party acting in concert with Schlumberger Investments for the purposes of the Offer and any of the directors, recent directors, shareholders or recent shareholders of Sema having any connection with or dependence on, or which is conditional on the outcome of, the Offer.
- (b) Except as disclosed in this document, there is no agreement, arrangement or understanding by which the beneficial ownership of any of the Sema Securities which are the subject of the Offer acquired by Schlumberger will be transferred to any other person, but Schlumberger Investments reserves the right to transfer any such shares to any other member of Schlumberger Group.
- (c) Except as disclosed in this document, no proposal exists in connection with the Offer for any payment or other benefit to be made or given by Schlumberger Investments or any person acting in concert with it for the purposes of the Offer to any director of Sema as compensation for loss of office or as consideration for or in connection with his retirement from office.
- (d) Schlumberger does not intend that the payment of interest on, the repayment of, or security for, any liability (contingent or otherwise) will depend to any significant extent on the business of Sema.
- (e) Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and Rothschild have given and not withdrawn their written consent to the issue of this document with the references to their respective names in the form and context in which they appear.
- (f) Except as disclosed in this document, there has been no material change in the financial or trading position of the Schlumberger Group since 31 December 1999 (the date to which the latest audited accounts of the Schlumberger Group were prepared).
- (g) (i) The net cash position of the Sema Group at 31 January 2001 is estimated to have been approximately (Pounds)61 million compared to approximately (Pounds)105.6 million at 31 December 2000. This reduction reflects regular quarterly payments made during January 2001, and the timing of payments on large contracts, in the ordinary course of business of the Sema Group. The net cash position in January 2000 reduced considerably from the position at 31 December 1999 for similar reasons.

(ii) Except as disclosed in this document, there has been no material change in the financial or trading position of the Sema Group since 31 December 1999 (the date to which the latest audited accounts of the Sema Group were prepared).
- (h) Affiliates of Lehman Brothers, Morgan Stanley Dean Witter and Schroder Salomon Smith Barney may continue to effect purchases and sales in relevant securities of Sema during the Offer Period as exempt principal trader or exempt market maker (as such terms are defined in the City Code). The City Code requires publication of the aggregate number of such purchases and sales and the highest and lowest prices paid and received on each business day during the Offer Period by 12 noon (London time) on the following business day. You can obtain this information from the Company Announcements Office of the London Stock Exchange.

19. Documents available for inspection

Copies of the following documents are available for inspection at the offices of Freshfields Bruckhaus Deringer, 65 Fleet Street, London EC4Y 1HS, during normal business hours on any weekday (public holidays excepted) while the Offer remains open for acceptance:

- (a) the articles of incorporation and by-laws of Schlumberger and the certificate of incorporation, memorandum and articles of association of Schlumberger Investments;

- (b) the certificate of incorporation and memorandum and articles of association of Sema;
- (c) the audited consolidated accounts of Schlumberger for the last two financial years ended 31 December 1999;
- (d) the audited consolidated accounts of Sema for the last two financial years ended 31 December 1999;
- (e) the service agreements referred to in paragraph 8 above;
- (f) the undertakings referred to in paragraph 6 of the Letter from Lehman Brothers above;
- (g) the written consents referred to in paragraph 18(e) above;
- (h) the material contracts referred to in paragraph 6 above;
- (i) this document and the Acceptance Forms;
- (j) the preliminary announcement of the unaudited results for Sema for the year ended 31 December 2000, together with the additional information announced in conjunction therewith;
- (k) the Sema Listing Particulars;
- (l) the unaudited fourth quarter results for the period ended 31 December 2000 and unaudited preliminary results for Schlumberger for the year ended 31 December 2000;
- (m) the full list of aggregated dealings referred to in paragraph 4.

20. Miscellaneous

Schlumberger is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute of any State of the United States. If Schlumberger becomes aware of any valid US state statute prohibiting the making of the Offer or the acceptance of the Sema Securities pursuant thereto, Schlumberger will make a good faith effort to comply with such US state statute or seek to have such statute declared inapplicable to the Offer. If, after such good faith effort, Schlumberger cannot comply with any such state statute, the Offer will not be made to (and tenders will not be accepted from or on behalf of) holders in such state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Schlumberger by one or more registered brokers or dealers which are licensed under the laws of such jurisdiction. There is no material pending legal proceeding relating to the Offer.

No person has been authorised to give any information or make any representation on behalf of Schlumberger not contained in this document or in the Form of Acceptance or Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorised.

Schlumberger has filed with the SEC a Schedule TO, together with exhibits, pursuant to Section 14(d)(1) of the Exchange Act and Rule 14d-3 promulgated thereunder, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be inspected at, and copies may be obtained from, the same places and in the manner set forth in paragraph 19 of Appendix IV.

SCHEDULE IVA

INFORMATION CONCERNING THE DIRECTORS
OF SCHLUMBERGER INVESTMENTS

Set forth below is the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each member of the board of directors of Schlumberger Investments. Each such person is, unless indicated below, a citizen of the US.

Name	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
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D. Euan Baird, 63.....	Mr Baird is a director of Schlumberger Investments. He is also currently the Chairman, President and Chief Executive Officer of Schlumberger and has served in this capacity since prior to 1992. Mr Baird is also currently a director of Scottish Power plc, a company which supplies gas, electricity and water services in the United Kingdom and in the western United States, and a trustee of Haven Capital Management Trust. Mr Baird is a citizen of the United Kingdom.
Victor E. Grijalva, 62.....	Mr Grijalva is a director of Schlumberger Investments. He is also currently the Vice Chairman of Schlumberger and has served in this capacity since April 1998. In addition, Mr Grijalva currently serves as the Chairman of the Board of Directors of Transocean Sedco Forex Inc., an offshore drilling company. He was Schlumberger's Executive Vice President, Oilfield Services, from 1994 to April 1998 and its Executive Vice President, Wireline, Testing & Anadrill, from 1992 to 1994. Mr Grijalva is a citizen of Ecuador.
James L. Gunderson, 45.....	Mr Gunderson is a director of Schlumberger Investments. He is also currently the Secretary and General Counsel of Schlumberger and has served in this capacity since January 1999. Mr Gunderson was Deputy General Counsel of Schlumberger from October 1994 to January 1999.
Jack Liu, 51.....	Mr Liu is a director of Schlumberger Investments. He is also currently Executive Vice President, Chief Financial Officer and Chief Accounting Officer of Schlumberger and has served in this capacity since January 1999. Mr Liu was Schlumberger's Controller from July 1998 to December 1998 and the President of its Measurement & Systems Asia from October 1993 to June 1998.
Jean-Dominique Percevault, 55..	Mr Percevault is a director of Schlumberger Investments. He is also currently the Vice President, European Affairs, of Schlumberger and has served in this capacity since May 1994. Mr Percevault was the President, Geco-Prakla, of Schlumberger until May 1994. Mr Percevault is a citizen of France.

SCHEDULE IVB

INFORMATION CONCERNING THE DIRECTORS AND THE EXECUTIVE OFFICERS OF SCHLUMBERGER

Set forth below is the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each member of the board of directors and each executive officer of Schlumberger. Each such person is, unless indicated below, a citizen of the US. Executive officers, as defined in the Exchange Act, are identified by an asterisk.

Name and Age -----	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years -----
*D. Euan Baird, 63.....	Mr Baird is the Chairman, President and Chief Executive Officer of Schlumberger and has served in this capacity since prior to 1992. He is also currently a director of Scottish Power, a company which supplies gas, electricity and water services in the United Kingdom and in the western United States, and a trustee of Haven Capital Management Trust. Mr Baird is a citizen of the United Kingdom.
*Victor E. Grijalva, 62..	Mr Grijalva is the Vice Chairman of Schlumberger and has served in this capacity since April 1998. He also currently serves as the Chairman of the Board of Directors of Transocean Sedco Forex Inc., an offshore drilling company. From 1994 to 1998 Mr Grijalva served as Schlumberger's Executive Vice President, Oilfield Services, and from 1992 to 1994 he was its Executive Vice President for Wireline, Testing & Anadrill. Mr Grijalva is a citizen of Ecuador.
Don E. Ackerman, 67.....	Mr Ackerman, a private investor since 1991, is a director of Schlumberger.
John Deutch, 62.....	Mr Deutch is a director of Schlumberger. He is also currently a director of Citigroup, a banking and insurance organization; CMS Energy Corp., a diversified energy company; Cummins Engine Company, Inc., a manufacturer of diesel engines and components; ARIAD Pharmaceuticals, which is engaged in the discovery of novel pharmaceuticals; and Raytheon Corporation, an electronics manufacturer. Mr Deutch has been an institute professor at Massachusetts Institute of Technology in Cambridge, Massachusetts, since January 1997. He served as the Director of U.S. Central Intelligence from May 1995 to December 1996, the Deputy Secretary of Defense from April 1994 to May 1995, the Undersecretary of Defense (Acquisition and Technology) from March 1993 to 1994 and the Director of Schlumberger from May 1987 to 1993.
Denys Henderson, 68.....	Mr Henderson is a director Schlumberger. He is also currently the Chairman of The Rank Group Plc., a diversified leisure services concern, and has served in this capacity since March 1995. Mr Henderson served as the Chairman of Dalgety PLC from January 1997 to December 1998 and the Chairman of Zeneca Group PLC from June 1993 to May 1995. He was the Chairman of Imperial Chemical Industries PLC from June 1993 to April 1995 and was its Chairman and Chief Executive Officer from April 1987 to June 1993. All of these companies are located in the United Kingdom, and Mr Henderson is a citizen of that country.
Andre Levy-Lang, 63.....	Mr Levy-Lang, an independent investor since November 1999, is a director of Schlumberger. He also currently serves as a director and member of the Compensation Committee of AGF, a French insurance company, and as a director of Dexia, a Belgian financial services company. Mr Levy-Lang was the Chairman of the Executive Board of Paribas, an international banking group, from May 1998 to August 1999, and he served as the Chairman of the Board of Management of Compagnie Financiere de Paribas in Paris from June 1990 until May 1998. Mr Levy-Lang is a citizen of France.

Present Principal Occupation or Employment;
Material Positions Held During the Past Five
Years

Name and Age

Name and Age	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
William T. McCormick, Jr., 56..	Mr McCormick is a director of Schlumberger. He is also currently the Chairman and Chief Executive Officer of CMS Energy Corp., a diversified energy company in Dearborn, Michigan; a director of Bank One, Inc., a regional bank holding company; and Rockwell International Inc., a diversified producer of, among others, electronic, industrial automation and avionics products.
Didier Primat, 56.....	Mr Primat is a director of Schlumberger. He is also currently the President of Primwest Holding N.V., an investment management company located in Curacao, N.A. Mr Primat is a citizen of France.
Nicolas Seydoux, 61.....	Mr Seydoux is a director of Schlumberger N.V. He also currently serves as the Chairman and Chief Executive Officer of Gaumont, a French film-production company located in Paris. Mr Seydoux is a citizen of France.
Linda Gillespie Stuntz, 46.....	Ms Stuntz is a director of Schlumberger. She also currently serves as a director of American Electric Power Company, Inc., an electric and power holding company, and is the Chairman of its Finance Committee and a member of its Executive, Directors, Nuclear Oversight and Public Policy Committees. She has been a partner at the law firm of Stuntz, Davis & Staffier P.C. in Washington, D.C. since February 1995. From March 1993 to February 1995 she was a partner in the law firm of Van Ness Feldman, P.C.
Sven Ullring, 65.....	Mr Ullring, an independent advisor since June 2000, is a director of Schlumberger. From July 1985 to May 2000 he was the President and Chief Executive Officer of Det Norske Veritas in Hovik, Norway, a provider of safety, quality and reliability services to maritime, offshore and other industries. Mr Ullring also currently serves as the Chairman of the Supervisory Boards of Norsk Hydro, an energy, fertilizer and metals company, and Storebrand, an insurance company. In addition, he is a member of the Supervisory Board of ABB Norway. With the exception of Schlumberger, all of these companies are located in Oslo, Norway. Mr Ullring is also a member of the Board of Keppel Corporation, a real estate development, shipbuilding and telecommunications company in Singapore and serves as the Chairman of the Board of the Foundation for Business and Sustainable Development in Oslo. He is a citizen of Norway.
Yoshihiko Wakumoto, 69.....	Mr Wakumoto is a director of Schlumberger. Since July 1996 he has acted as an adviser to Toshiba Corporation, an electronics and energy technology company in Tokyo. Mr Wakumoto was a member of Toshiba's Board from July 1988 to June 1996, its Executive Vice President from July 1992 to June 1996, with responsibility for corporate planning, group companies and information systems (1992 to 1995) and international affairs (1996). He is currently the Vice President (part-time executive member of the Board) of The Japan Foundation, a nonprofit institution funded by the Japanese Government and incorporated under a special enactment. Mr Wakumoto is a citizen of Japan.
*Pierre E. Bismuth, 56.....	Mr Bismuth is the Vice President, Personnel, of Schlumberger and has served in this capacity since 1994. From October 1993 to January 1994 he was the Personnel Director, Oilfield Services. Mr Bismuth is a citizen of France.
*Jean Chevallier, 53.....	Mr Chevallier is the Vice President, Information Technology, of Schlumberger and has served in this capacity since February 1999. Since October 2000 he has been the Director and President of Convergent Holding Corporation. Mr Chevallier was the President of Omnes from August 1994 to February 1999;

Vice President of Schlumberger Communications from February 1994 to August 1994; and the Vice President, Research and Engineering, and General Manager of Sedco Forex Drilling Services from 1983 to February 1994. Mr Chevallier is a citizen of France.

Present Principal Occupation or Employment;
Material Positions Held During the Past Five
Years

Name and Age

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- *Mark Danton, 44..... Mr Danton is the Vice President, Director of Taxes, of Schlumberger and has served in this capacity since January 1999. He was the Deputy Director of Taxes from January 1995 to January 1999 and the Tax Manager, Atlantic Asia Oilfield Services from June 1991 to January 1995. Mr Danton is a citizen of the United Kingdom.
- *Andrew Gould, 54..... Mr Gould is the Executive Vice President, Oilfield Services, of Schlumberger and has served in this capacity since January 1999. He was the Executive Vice President, OFS Products, from February 1998 to January 1999; the President, Wireline & Testing, from October 1993 to February 1998; and the President of Sedco Forex until September 1993. Mr Gould is a citizen of the United Kingdom.
- *James L. Gunderson, 45..... Mr Gunderson is the Secretary and General Counsel of Schlumberger and has served in this capacity since January 1999. He was Deputy General Counsel from October 1994 to January 1999.
- *Philippe Lacour-Gayet, 53..... Mr Lacour-Gayet is the Vice President and Chief Scientist of Schlumberger and has served in this capacity since January 2001. He was the Chief Scientist from July 1997 to January 2001; the Vice President and General Manager, Schlumberger Riboud Product Center, from December 1995 to July 1997; and the Vice President and General Manager, Schlumberger Kabushiki Kaisha, from October 1993 to December 1995. Mr Lacour-Gayet is a citizen of France.
- *Jack Liu, 51..... Mr Liu is the Executive Vice President, Chief Financial Officer and Chief Accounting Officer of Schlumberger and has been serving in this capacity since January 1999. He was Schlumberger's Controller from July 1998 to December 1998 and the President of its Measurement & Systems Asia from October 1993 to June 1998.
- *Clermont A. Matton, 59..... Mr Matton is the Executive Vice President, Resource Management Services, of Schlumberger and has served in this capacity since June 1997. He was the Executive Vice President, Measurement & Systems, from 1993 to June 1997 and the Executive Vice President, Technologies, until 1992. Mr Matton is a citizen of Canada.
- *Jean-Dominique Percevault, 55.. Mr Percevault is the Vice President, European Affairs, of Schlumberger and has been serving in this capacity since May 1994. He served as the President, Schlumberger Geco-Prakla, until May 1994. Mr Percevault is a citizen of France.
- *Jean-Marc Perraud, 53..... Mr Perraud is the Treasurer of Schlumberger and has been serving in this capacity since January 1999. He was the Vice President, Director of Taxes, from 1993 to December 1998; and the Group Controller, Schlumberger Industries, from 1991 to 1993. Mr Perraud is a citizen of France.
- *Irwin Pfister, 56..... Mr Pfister is the Executive Vice President, Test & Transactions, of Schlumberger and has served in this capacity since June 1997. He was General Manager, Automated Test Equipment, until June 1997. He is also currently a director of Veeco Instruments.
- *Rex Ross, 57..... Mr Ross is the Vice President, Communications, of Schlumberger and has served in this capacity since October 1999. He was the President, Omnes, from January to September 1999; the President, Oilfield Services North America, in 1998; and the President, GeoQuest, from 1995 through 1997.

CERTAIN PROVISIONS OF THE COMPANIES ACT

Set out below is an extract from the Companies Act:

TAKEOVER OFFERS

428. Takeover Offers

- (1) In this Part of this Act "takeover Offer" means an Offer to acquire all the shares, or all the shares of any class or classes, in a company (other than shares which at the date of the Offer are already held by the Offeror), being an Offer on terms which are the same in relation to all the shares to which the Offer relates or, where those shares include shares of different classes, in relation to all the shares of each class.
- (2) In subsection (1) "shares" means shares which have been allotted on the date of the Offer but a takeover Offer may include among the shares to which it relates all or any shares that are subsequently allotted before a date specified in or determined in accordance with the terms of the Offer.
- (3) The terms Offered in relation to any shares shall for the purpose of this section be treated as being the same in relation to all the shares or, as the case may be, all the shares of a class to which the Offer relates notwithstanding any variation permitted by subsection (4).
- (4) A variation is permitted by this subsection where -
 - (a) the law of a country or territory outside the United Kingdom precludes an Offer of consideration in the form or any of the forms specified in the terms in question or precludes it except after compliance by the Offeror with conditions with which he is unable to comply or which he regards as unduly onerous; and
 - (b) the variation is such that the persons to whom an Offer of consideration in that form is precluded are able to receive consideration otherwise than in that form but of substantially equivalent value.
- (5) The reference in subsection (1) to shares already held by the Offeror includes a reference to shares which he has contracted to acquire but that shall not be construed as including shares which are the subject of a contract binding the holder to accept the Offer when it is made, being a contract entered into by the holder either for no consideration and under seal or for no consideration other than a promise by the Offeror to make the Offer.
- (6) In the application of subsection (5) to Scotland the words "and under seal" shall be omitted.
- (7) Where the terms of an Offer make provision for their revision and for acceptances on the previous terms to be treated as acceptances on the revised terms, the revision shall not be regarded for the purposes of this Part of this Act as the making of a fresh Offer and references in this Part of this Act to the date of the Offer shall accordingly be construed as references to the date on which the original Offer was made.
- (8) In this Part of this Act the "Offeror" means, subject to section 430D, the person making a takeover Offer and the "company" means the company whose shares are the subject of the Offer.

429. Right of Offeror to Buy Out Minority Shareholders

- (1) If, in a case in which a takeover Offer does not relate to shares of different classes, the Offeror has by virtue of acceptance of the Offer acquired or contracted to acquire not less than nine-tenths in value of the shares to which the Offer relates he may give notice to the holder of any shares to which the Offer relates which the Offeror has not acquired or contracted to acquire that he desires to acquire those shares.
- (2) It, in a case in which a takeover Offer relates to shares of different classes, the Offeror has by virtue of acceptances of the Offer acquired or contracted to acquire not less than nine-tenths in value of the shares of any class to which the Offer relates, he may give notice to the holder of any shares of that class which the Offeror has not acquired or contracted to acquire that he desires to acquire those shares.

- (3) No notice shall be given under subsection (1) or (2) unless the Offeror has acquired or contracted to acquire the shares necessary to satisfy the minimum specified in that subsection before the end of the period of four months beginning with the date of the Offer and no such notice shall be given after the end of the period of two months beginning with the date on which he has acquired or contracted to acquire shares which satisfy that minimum.
- (4) Any notice under this section shall be given in the prescribed manner; and when the Offeror gives the first notice in relation to an Offer he shall send a copy of it to the company together with a statutory declaration by him in the prescribed form stating that the conditions for the giving of the notice are satisfied.
- (5) Where the Offeror is a company (whether or not a company within the meaning of this Act) the statutory declaration shall be signed by a director.
- (6) Any person who fails to send a copy of a notice or statutory declaration as required by subsection (4) or makes such a declaration for the purposes of that subsection knowing it to be false or without having reasonable grounds for believing it to be true shall be liable to imprisonment or a fine, or both, and for continued failure to send the copy or declaration, to a daily default fine.
- (7) If any person is charged with an offence for failing to send a copy of a notice as required by subsection (4) it is a defence for him to prove that he took reasonable steps for securing compliance with that subsection.
- (8) Where during the period within which a takeover Offer can be accepted the Offeror acquires or contracts to acquire any of the shares to which the Offer relates but otherwise than by virtue of acceptances of the Offer, then, if -
 - (a) the value of the consideration for which they are acquired or contracted to be acquired ("the acquisition consideration") does not at that time exceed the value of the consideration specified in the terms of the Offer; or
 - (b) those terms are subsequently revised so that when the revision is announced the value of the acquisition consideration, at the time mentioned in paragraph (a) above, no longer exceeds the value of the consideration specified in those terms,

the Offeror shall be treated for the purposes of this section as having acquired or contracted to acquire those shares by virtue of acceptances of the Offer; but in any other case those shares shall be treated as excluded from those to which the Offer relates.

430. Effect of Notice Under Section 429

- (1) The following provisions shall, subject to section 430C, have effect where a notice is given in respect of any shares under section 429.
- (2) The Offeror shall be entitled and bound to acquire those shares on the terms of the Offer.
- (3) Where the terms of an Offer are such as to give the holder of any shares a choice of consideration the notice shall give particulars of the choice and state:
 - (a) that the holder of the shares may within six weeks from the date of the notice indicate his choice by a written communication sent to the Offeror at an address specified in the notice; and
 - (b) which consideration specified in the Offer is to be taken as applying in default of his indicating a choice as aforesaid;and the terms of the Offer mentioned in subsection (2) shall be determined accordingly.
- (4) Subsection (3) applies whether or not any time-limit or the other conditions applicable to the choice under the terms of the Offer can still be complied with; and if the consideration chosen by the holders of the shares:
 - (a) is not cash and the Offeror is no longer able to provide it; or

- (b) was to have been provided by a third party who is no longer bound or able to provide it, the consideration shall be taken to consist of an amount of cash payable by the Offeror which at the date of the notice is equivalent to the chosen consideration.
- (5) At the end of six weeks from the date of the notice the Offeror shall forthwith:
- (a) send a copy of the notice to the company; and
 - (b) pay or transfer to the company the consideration for the shares to which the notice relates.
- (6) If the shares to which the notice relates are registered the copy of the notice sent to the company under subsection (5) (a) shall be accompanied by an instrument of transfer executed on behalf of the shareholder by a person appointed by the Offeror; and on receipt of that instrument the company shall register the Offeror as the holder of those shares.
- (7) If the shares to which the notice relates are transferable by the delivery of warrants or other instruments the copy of the notice sent to the company under subsection (5) (a) shall be accompanied by a statement to that effect, and the company shall on receipt of the statement issue the Offeror with warrants or other instruments in respect of the shares and those already in issue in respect of the shares shall become void.
- (8) Where the consideration referred to in paragraph (b) of subsection (5) consists of shares or securities to be allotted by the Offeror the reference in that paragraph to the transfer of the consideration shall be construed as a reference to the allotment of the shares or securities to the company.
- (9) Any sum received by a company under paragraph (b) of subsection (5) and any other consideration received under that paragraph shall be held by the company on trust for the person entitled to the shares in respect of which the sum or other consideration was received.
- (10) Any sum received by a company under paragraph (b) of subsection (5), and any dividend or other sum accruing from any other consideration received by a company under that paragraph, shall be paid into a separate bank account, being an account the balance on which bears interest at an appropriate rate and can be withdrawn by such notice (if any) as is appropriate.
- (11) Where after reasonable enquiry made at such intervals as are reasonable the person entitled to any consideration held on trust by virtue of subsection (9) cannot be found and twelve years have elapsed since the consideration was received or the company is wound up the consideration (together with any interest, dividend or other benefit that has accrued from it) shall be paid into court.
- (12) In relation to a company registered in Scotland, subsections (13) and (14) shall apply in place of subsection (11).
- (13) Where after reasonable enquiry made at such intervals as are reasonable the person entitled to any consideration held on trust by virtue of subsection (9) cannot be found and twelve years have elapsed since the consideration was received or the company is wound up:
- (a) the trust shall terminate;
 - (b) the company or, as the case may be, the liquidator shall sell any consideration other than cash and any benefit other than cash that has accrued from the consideration; and
 - (c) a sum representing -
 - (i) the consideration so far as it is cash;
 - (ii) the proceeds of any sale under paragraph (b) above; and
 - (iii) any interest, dividend or other benefit that has accrued from the consideration,

shall be deposited in the name of the Accountant of Court in a bank account such as is referred to in subsection (10) and the receipt for the deposit shall be transmitted to the Account of Court.

- (14) Section 58 of the Bankruptcy (Scotland) Act 1985 (so far as consistent with this Act) shall apply with any necessary modifications to sums deposited under subsection (13) as that section applies to sums deposited under section 57(1) (a) of that Act.
- (15) The expenses of any such enquiry as is mentioned in subsection (11) or (13) may be defrayed out of the money or other property held on trust for the person or persons to whom the enquiry relates.

430A. Right of Minority Shareholder to be Bought Out by Offeror

- (1) If a takeover Offer relates to all the shares in a company and at any time before the end of the period within which the Offer can be accepted:
- (a) the Offeror has by virtue of acceptances of the Offer acquired or contracted to acquire some (but not all) of the shares to which the Offer relates; and
- (b) those shares, with or without any other shares in the company which he has acquired or contracted to acquire, amount to not less than nine-tenths in value of all the shares in the company, the holder of any shares to which the Offer relates who has not accepted the Offer may by a written communication addressed to the Offeror require him to acquire those shares.
- (2) If a takeover Offer relates to shares of any class or classes and at any time before the end of the period within which the Offer can be accepted:
- (a) the Offeror has by virtue of acceptances of the Offer acquired or contracted to acquire some (but not all) of the shares of any class to which the Offer relates; and
- (b) those shares, with or without any other shares of that class which he has acquired or contracted to acquire, amount to not less than nine-tenths in value of all the shares of that class,

the holder of any shares of that class who has not accepted the Offer may by a written communication addressed to the Offeror require him to acquire those shares.

- (3) Within one month of the time specified in subsection (1) or, as the case may be, subsection (2) the Offeror shall give any shareholder who has not accepted the Offer notice in the prescribed manner of the rights that are exercisable by him under that subsection; and if the notice is given before the end of the period mentioned in that subsection it shall state that the Offer is still open for acceptance.
- (4) A notice under subsection (3) may specify a period for the exercise of the rights conferred by this section and in that event the rights shall not be exercisable after the end of that period; but no such period shall end less than three months after the end of the period within which the Offer can be accepted.
- (5) Subsection (3) does not apply if the Offeror has given the shareholder a notice in respect of the shares in question under section 429.
- (6) If the Offeror fails to comply with subsection (3) he and, if the Offeror is a company, every officer of the company who is in default or to whose neglect the failure is attributable, shall be liable to a fine and for continued contravention, to a daily default fine.
- (7) If an Offeror other than a company is charged with an offence for failing to comply with subsection (3) it is a defence for him to prove that he took all reasonable steps for securing compliance with that subsection.

430B. Effect of Requirement under Section 430A

- (1) The following provisions shall, subject to section 430C, have effect where a shareholder exercises his rights in respect of any shares under section 430A.
- (2) The Offeror shall be entitled and bound to acquire those shares on the terms of the Offer or on such other terms as may be agreed.

(3) Where the terms of an Offer are such as to give the holder of shares a choice of consideration the holder of the shares may indicate his choice when requiring the Offeror to acquire them and the notice given to the holder under section 430A(3) -

- (a) shall give particulars of the choice and of the rights conferred by this subsection; and
- (b) may state which consideration specified in the Offer is to be taken as applying in default of his indicating a choice;

and the terms of the Offer mentioned in subsection (2) shall be determined accordingly.

(4) Subsection (3) applies whether or not any time-limit or other conditions applicable to the choice under the terms of the Offer can still be complied with; and if the consideration chosen by the holder of the shares -

- (a) is not cash and the Offeror is no longer able to provide it; or
- (b) was to have been provided by a third party who is no longer bound or able to provide it,

the consideration shall be taken to consist of an amount of cash payable by the Offeror which at the date where the holder of the shares requires the Offeror to acquire them is equivalent to the chosen consideration.

430C. Applications to the Court

(1) Where a notice is given under section 429 to the holder of any shares the court may, on an application made by him within six weeks from the date on which the notice was given -

- (a) order that the Offeror shall not be entitled and bound to acquire the shares; or
- (b) specify terms of acquisition different from those of the Offer.

(2) If an application to the court under subsection (1) is pending at the end of the period mentioned in subsection (5) of section 430 that subsection shall not have effect until the application has been disposed of.

(3) Where the holder of any shares exercises his rights under section 430A the court may, on an application made by him or the Offeror, order that the terms on which the Offeror is entitled and bound to acquire the shares shall be such as the court thinks fit.

(4) No order for costs or expenses shall be made against a shareholder making an application under subsection (1) or (3) unless the court considers -

- (a) that the application was unnecessary, improper or vexatious; or
- (b) that there has been unreasonable delay in making the application or unreasonable conduct on his part in conducting the proceedings on the application.

(5) Where a takeover Offer has not been accepted to the extent necessary for entitling the Offeror to give notices under subsection (1) or (2) of section 429 the court may, on the application of the Offeror, make an order authorising him to give notices under that subsection if satisfied -

- (a) that the Offeror has after reasonable enquiry been unable to trace one or more of the persons holding shares to which the Offer relates;
- (b) that the shares which the Offeror has acquired or contracted to acquire by virtue of acceptances of the Offer, together with the shares held by the person or persons mentioned in paragraph (a), amount to not less than the minimum specified in that subsection; and
- (c) that the consideration Offered is fair and reasonable;

but the court shall not make an order under this subsection unless it considers that it is just and equitable to do so having regard, in particular, to the number of shareholders who have been traced but who have not accepted the Offer.

430D. Joint Offers

(1) A takeover Offer may be made by two or more persons jointly and in that event this Part of this Act has effect with the following modifications.

- (2) The conditions for the exercise of the rights conferred by sections 429 and 430A shall be satisfied by the joint Offerors acquiring or contracting to acquire the necessary shares jointly (as respects acquisitions by virtue of acceptances of the Offer) and either jointly or separately (in other cases); and, subject to the following provisions, the rights and obligations of the Offeror under those sections and sections 430 and 430B shall be respectively joint rights and joint and several obligations of the joint Offerors.
- (3) It shall be a sufficient compliance with any provision of those sections requiring or authorising a notice or other document to be given or sent by or to the joint Offerors that it is given or sent by or to any of them; but the statutory declaration required by section 429(4) shall be made by all of them and, in the case of a joint Offeror being a company, signed by a director of that company.
- (4) In sections 428, 430(8) and 430E references to the Offeror shall be construed as references to the joint Offerors or any of them.
- (5) In sections 430(6) and (7) references to the Offeror shall be construed as references to the joint Offerors or such of them as they may determine.
- (6) In sections 430(4) (a) and 430B(4) (a) references to the Offeror being no longer able to provide the relevant consideration shall be construed as references to none of the joint Offerors being able to do so.
- (7) In section 430C references to the Offeror shall be construed as references to the joint Offerors except that any application under subsection (3) or (5) may be made by any of them and the reference in subsection (5) (a) to the Offeror having been unable to trace one or more of the persons holding shares shall be construed as a reference to none of the Offerors having been able to do so.

430E. Associates

- (1) The requirement in section 428(1) that a takeover Offer must extend to all the shares, or all the shares of any class or classes, in a company shall be regarded as satisfied notwithstanding that the Offer does not extend to shares which associates of the Offeror hold or have contracted to acquire; but, subject to subsection (2), shares which any such associate holds or has contracted to acquire, whether at the time when the Offer is made or subsequently, shall be disregarded for the purposes of any reference in this Part of this Act to the shares to which a takeover Offer relates.
- (2) Where during the period within which a takeover Offer can be accepted any associate of the Offeror acquires or contracts to acquire any of the shares to which the Offer relates, then, if the condition specified in subsection 8(a) or (b) of section 429 is satisfied as respects those shares they shall be treated for the purposes of that section as shares to which the Offer relates.
- (3) In section 430(A)(1) (b) and (2) (b) the reference to shares which the Offeror has acquired or contracted to acquire shall include a reference to shares which any associate of his has acquired or contracted to acquire.
- (4) In this clause "associate", in relation to an Offeror, means-
 - (a) a nominee of the Offeror;
 - (b) a holding company, subsidiary or fellow subsidiary of the Offeror or a nominee of such a holding company, subsidiary or fellow subsidiary;
 - (c) a body corporate in which the Offeror is substantially interested; or
 - (d) any person who is, or is a nominee of, a party to an agreement with the Offeror for the acquisition of, or of an interest in, the shares which are the subject of the takeover Offer, being an agreement which includes provisions imposing obligations or restrictions such as are mentioned in section 204(2) (a).
- (5) For the purposes of subsection (4) (b) a company is a fellow subsidiary of another body corporate if both are subsidiaries of the same body corporate but neither is a subsidiary of the other.
- (6) For the purposes of subsection (4) (c) an Offeror has a substantial interest in a body corporate if-
 - (a) that body or its directors are accustomed to act in accordance with his directions or instructions; or

(b) he is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of that body.

(7) Subsections (5) and (6) of section 204 shall apply to subsection (4) (d) above as they apply to that section and subsections (3) and (4) of section 203 shall apply for the purposes of subsection (6) above as they apply for the purposes of subsection (2) (b) of that section.

(8) Where the Offeror is an individual his associates shall also include his spouse and any minor child or step-child of his.

430F. Convertible Securities

(1) For the purposes of this Part of this Act securities of a company shall be treated as shares in the company if they are convertible into or entitle the holder to subscribe for such shares; and references to the holder of shares or a shareholder shall be construed accordingly.

(2) Subsection (1) shall not be construed as requiring any securities to be treated:

(a) as shares of the same class as those into which they are convertible or for which the holder is entitled to subscribe; or

(b) as shares of the same class as other securities by reason only that the shares into which they are convertible or for which the holder is entitled to subscribe are of the same class.

APPENDIX VI

DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

"Acceptance Condition"	the Condition set out in paragraph (a) of Part A of Appendix I;
"Acceptance Form(s)"	the Form of Acceptance and, with respect to Sema ADSs only, the Letter of Transmittal and the Notice of Guaranteed Delivery;
"ADR"	an American Depositary Receipt evidencing ADSs;
"ADS"	an American Depositary Share;
"Agent's Message"	a message transmitted by a Book-Entry Transfer Facility to, and received by, the US Depositary and forming part of a Book-Entry Confirmation that states that such Book-Entry Facility has received an express acknowledgement from the participant in such Book-Entry Facility tendering the interests in Sema ADSs that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Schlumberger may enforce such agreement against the participant;
"Annual Financial Statements of Schlumberger"	the annual report filed on form 10-K of Schlumberger for the year ended 31 December 1999;
"Annual Financial Statements of Schlumberger Industries S.A."	the annual report and financial statements of Schlumberger Industries S.A. for the year ended 31 December 1999;
"Annual Report and Accounts of Sema"	the annual report and accounts of Sema for the year ended 31 December 1999;
"Announcement"	the press announcement relating to the Offer dated 12 February 2001;
"Australia"	means the Commonwealth of Australia, its states, territories and possessions and all areas subject to its jurisdiction or any subdivision thereof;
"Book-Entry Confirmation"	the confirmation of a book-entry transfer of Sema ADSs into the US Depositary's account at a Book-Entry Transfer Facility;
"Book-Entry Transfer Facility"	each of The Depositary Trust Company and any other book-entry transfer facility, collectively referred to as the Book-Entry Transfer Facilities;
"business day"	any day, other than Saturday, Sunday or a UK public holiday and shall consist of the time period from 12.01 am until and including 12.00 midnight (London time);
"Canada"	means Canada, its provinces and territories and all areas subject to its jurisdiction or any subdivision thereof;
"cash flow per share"	net income before capital gains plus minorities, deferred tax, depreciation and amortisation on a per share basis;
"certificated" or "certificated form"	in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form;
"Closing Date"	3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 or any later time and/or date which Schlumberger Investments may from time to time (at its discretion in accordance with the City Code or with the consent of the Panel and in accordance with the Exchange Act) have announced as the time and date at which the

Offer will expire unless (a) all the Conditions are at that time satisfied, fulfilled or, to the extent permitted, waived or (b) in accordance with the City Code and the Exchange Act Schlumberger Investments specifies a later time and date for the satisfaction, fulfillment, or, to the extent permitted, waiver of the Conditions;

"Closing Price"	the closing middle market quotation of a Sema Share as derived from the Daily Official List or, as the case may be, the last reported sale price of a Schlumberger Security as reported on the New York Stock Exchange;
"Code" or "City Code"	The City Code on Takeovers and Mergers;
"Companies Act" or "the Act"	the United Kingdom Companies Act 1985, as amended;
"Conditions"	the conditions of the Offer set out in Part A of Appendix I to this document and Condition means any one of them;
"Continuing LHS Shareholders"	has the meaning given in paragraph 6(b)(i) of Appendix IV;
"Credit Suisse First Boston"	Credit Suisse First Boston (Europe) Ltd, co-financial adviser to Sema;
"CREST"	the relevant systems (as defined in the Regulations) operated by CRESTCo;
"CRESTCo"	CRESTCo Limited;
"CREST Manual"	the manual issued by CRESTCo from time to time;
"CREST member"	a person who has been admitted by CRESTCo as a system-member (as defined in the Regulations);
"CREST participant"	a person who is, in relation to CREST, a system-participant (as defined in the Regulations);
"CREST sponsor"	a person who is, in relation to CREST, a sponsoring system participant (as defined in the Regulations);
"CREST sponsored member"	a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor;
"Daily Official List"	the Daily Official List of the London Stock Exchange;
"distributor"	has the meaning set forth in Rule 902 under the Securities Act;
"Eligible Institution"	a financial institution which is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Program, or the Stock Exchange Medallion Program;
"Euro"	the lawful currency of the participating member states of the European Union that adopt the single currency in accordance with the Treaty on European Union;
"Euronext Paris"	Euronext Paris S.A.;
"E & P"	exploration and production;
"Exchange Act"	the US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
"Form of Acceptance"	the form of acceptance, authority and election relating to the Offer for use by holders of Sema Shares;
"Guaranteed Delivery Procedures"	has the meaning given to that term in paragraph 10(h) of Part B of Appendix I to this document;

"HSR Act" the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

"Information Agent" DF King & Co. Inc.;

"Initial Offer Period" The Initial Offer Period is the period, during which the Offer remains conditional, which commences on the date of this document and expires on the earlier of the Offer lapsing or becoming unconditional in all respects in accordance with its terms;

"Internal Revenue Code" The United States Internal Revenue Code of 1986, as amended;

"Internet" means an international network linking computers over telephone lines;

"IP" Internet Protocol;

"IT" Information Technology;

"Japan" Japan, its possessions and territories and all areas subject to its jurisdiction or any subdivision thereof;

"Lehman Brothers" Lehman Brothers Europe Limited, or Lehman Brothers Inc. for the offer in the United States, financial adviser to Schlumberger;

"Letter of Transmittal" the Letter of Transmittal relating to the Offer for use by holders of Sema ADSs;

"LHS" LHS Group Inc.;

"LHS Exchange Agreement" the exchange agreement referred to in paragraph 6 (b) (v) of Appendix IV;

"LIBOR" the London Interbank Offered Rate;

"Listing Rules" the Listing Rules of the UK Listing Authority;

"London Stock Exchange" the London Stock Exchange plc;

"member account ID" the identification code or number attached to any member account in CREST;

"Morgan Stanley Dean Witter" Morgan Stanley & Co. Limited;

"Nasdaq" The National Association of Securities Dealers Automated Quotation system;

"Notice of Guaranteed Delivery" the Notice of Guaranteed Delivery relating to the Offer for use by holders of Sema ADSs;

"Offer" the recommended cash offer made by Lehman Brothers on behalf of Schlumberger Investments to acquire the entire issued and to be issued share capital of Sema not held by Schlumberger Investments, including (as appropriate) the offer to holders of Sema ADSs, in respect of the Sema Shares underlying such ADSs, on the terms and conditions set out in this document and the relevant Acceptance Form including, where the context so requires, any subsequent revision, variation, extension or renewal of, or election available under, such offer;

"Offeror" and "Schlumberger Investments" Schlumberger Investments, a company incorporated in England and Wales for the purpose of making the Offer with registered number 4157867;

"Offer Period" the period commenced on 5 February 2001 and ending on whichever of the following dates shall be the latest (i) 21 March 2001; (ii) the date on which the Offer lapses; and (iii) the date on which the Offer becomes or is declared unconditional;

"Official List" the Official List of the UK Listing Authority;

"Panel" the Panel on Takeovers and Mergers, the body which regulates takeover offers in the UK;

"participant ID" the identification code or membership number used in CREST to identify a CREST member or other CREST participant;

"Regulation" has the meaning given to it in Appendix I, Part A;

"Regulations" the Uncertificated Securities Regulations 1995 (SI 1995 No. 95/ 3272);

"Relevant Sema Shares" has the meaning given to that term in paragraph 9(d) of Part B to Appendix I;

"Rothschild" NM Rothschild & Sons Limited, co-financial adviser to Sema;

"Schlumberger" Schlumberger N.V. (Schlumberger Limited), a Netherlands Antilles corporation;

"Schlumberger Group" Schlumberger and its subsidiary undertakings and, where the context permits, each of them;

"Schroder Salomon Smith Barney" Salomon Brothers International Limited;

"SEC" the United States Securities and Exchange Commission;

"Securities Act" the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"Sema" Sema plc;

"Sema ADRs" American Depositary Receipts evidencing interests in Sema ADSs;

"Sema ADSs" American Depositary Shares of Sema, each representing 2 Sema Shares;

"Sema Board" the board of Sema Directors;

"Sema Directors" the executive and non-executive directors of Sema;

"Sema Group" Sema and its subsidiary undertakings and, where the context permits, each of them;

"Sema Listing Particulars" the Sema listing particulars dated 23 June 2000 relating to the merger of Sema Group plc with LHS;

"Sema Securities" Sema Shares and Sema ADSs;

"Sema Securityholders" holders of Sema Securities;

"Sema Shareholders" holders of Sema Shares;

"Sema Share Option Schemes" the Sema plc 2000 Executive Share Option Scheme, the Sema Group plc Employee Loan Stock Scheme, the Sema Group plc 1998 Savings-Related Share Option Scheme, the Sema 2000 Employee Stock Purchase Plan, the Sema Group plc Senior Executive Share Option Scheme, the Sema plc 1994 Senior Executive Share Option Scheme, the Sema Irish Sharesave Scheme and, to the extent there are options over Sema Securities outstanding, the Priority Call Management, Inc. Amended and Restated 1995 Stock Option Plan, the LHS Group Inc. 1998 Employee Stock Purchase Plan and the LHS Group Inc. Amended and Restated Stock Incentive Plan;

"Sema Shares" the ordinary shares of 10p each in the capital of Sema (including those represented by ADSs but not, for the avoidance of doubt, such ADSs) unconditionally allotted or issued at the date of this document and any further such shares which are unconditionally allotted or issued while the Offer remains open for acceptances or on or before such earlier time and/or date as

Schlumberger may, subject to the City Code,

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US securities laws and/or with the consent of the Panel and subject to US securities laws, decide;

"Subsequent Offer Period" the period commencing immediately after the end of the Initial Offer Period (being the date on which all the Conditions are satisfied, fulfilled or, to the extent permitted, waived) during which the Offer will remain open for acceptance;

"subsidiary", "subsidiary undertaking", "associated undertaking" and "undertaking" shall have the meanings given by the Companies Act (but for this purpose ignoring paragraph 20(1)(b) of Schedule 4A thereof);

"TFE Instruction" a transfer from escrow instruction as defined by the CREST Manual issued by CRESTCo;

"Treaty on European Union" means the Treaty of Rome of 25 March 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on 7 February 1992 and came into force on 1 November 1993);

"TTE Instruction" a transfer to escrow instruction as defined by the CREST Manual issued by CRESTCo;

"UK" United Kingdom of Great Britain and Northern Ireland;

"UK GAAP" UK generally accepted accounting practices and principles;

"UK Listing Authority" The Financial Services Authority in its capacity as competent authority under the Financial Services Act 1986;

"UK Receiving Agent" Computershare Services PLC;

"uncertificated" or "uncertificated form" in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST;

"US" or "United States" the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia or any area subject to its jurisdiction or any political subdivision thereof;

"US business day" any day, other than Saturday, Sunday or a US federal holiday and shall consist of the time period from 12.01 a.m. until and including 12.00 midnight (New York City time);

"US Depositary" Citibank N.A.;

"US Forwarding Agent" Computershare Trust Company of New York;

"US GAAP" US generally accepted accounting practices and principles;

"US holder" a holder of Sema Securities that is (i) a citizen or resident of the United States, (ii) a partnership or corporation created or organised in or under the laws of the United States or any State thereof (including the District of Columbia), (iii) an estate the income of which is subject to US federal income taxation regardless of its source or (iv) a trust if such trust validly elects to be treated as a United States person for US federal income tax purposes or if (x) a court within the United States is able to exercise primary supervision over its administration and (y) one or more United States persons have the authority to control all of the substantial decisions of such trust. A "Non-US holder" is a beneficial owner of Sema Shares, Sema ADSs, as the case may be, that is not a US holder;

"US person" has the same meaning as set forth in Rule 902 under the US Securities Act;

"(Pounds)" or "pounds sterling" or "pence" or "p" the lawful currency of the United Kingdom;

"\$" or "US dollars" or "cents" or "c" the lawful currency of the United States;

ACCEPTANCES IN RESPECT OF SEMA SHARES

Duly completed Forms of Acceptance, accompanied by certificates in respect of Sema Shares and/or other documents of title, should be sent or delivered to the UK Receiving Agent or the US Forwarding Agent, as appropriate, at one of the addresses set out below.

The UK Receiving Agent for the Offer is:

Computershare Services PLC

For information call:

0870 702 0100

By mail or by hand: Computershare Services PLC PO Box 859 The Pavillions Bridgewater Road Bristol BS99 1XZ	By hand only (during normal business hours only): Computershare Services PLC 7th Floor, Jupiter House Triton Court 14 Finsbury Square London EC2A 1BR
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The US Forwarding Agent for the Offer is:

Computershare Trust Company of New York

For information call:

(212) 701 7650

By mail only:	By overnight courier or by hand only (during the hours of 9.00 a.m. and 3.00 p.m. (New York City time):
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Computershare Trust Company of New York Wall Street Station P.O. Box 1023 New York, NY 10268-1023	Computershare Trust Company of New York Wall Street Plaza 88 Pine Street - 19th Floor New York, NY 10005
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ACCEPTANCES IN RESPECT OF SEMA ADSs

Manually signed facsimile copies of the Letter of Transmittal will be accepted. Duly completed Letters of Transmittal, accompanied by Sema ADRs in respect of Sema ADSs and any other required documents should be sent or delivered by a holder of Sema ADSs to the US Depository at one of the addresses set out below.

The US Depository for the Offer is:

Citibank N.A.

By first class mail:	By overnight courier, certified or express mail delivery:	By hand:
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Citibank, N.A.

Citibank, N.A. P.O. Box 685 Old Chelsea Station New York, NY 10113	Citibank, N.A. 915 Broadway, 5th Floor New York, NY 10010	Corporate Trust Window 111 Wall Street, 9th Floor New York, NY 10043
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Facsimile Transmission for Eligible Institutions: (212) 505 2248	For Confirmation by Telephone: (800) 270 0808
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The Dealer Manager for the Offer is:

Lehman Brothers
Three World Financial Center
200 Vesey Street
New York, New York 10285
Call collect: (212) 526 5044 or (212) 526 6105

FURTHER INFORMATION

Any questions or requests for assistance or additional copies of this document, the Form of Acceptance, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to DF King & Co., the Information Agent, at the addresses and telephone numbers listed below or to the US Depositary, the UK Receiving Agent or the US Forwarding Agent at their respective addresses and telephone numbers mentioned above. You may also contact your local broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

DF King & Co., Inc.

77 Water Street
New York, NY 10005

For information call:

(in the U.S.) (800) 755 7250

(collect) (212) 269 5550

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THIS DOCUMENT, AND THE OFFER DOCUMENT ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. THIS LETTER OF TRANSMITTAL MAY NOT BE USED TO ACCEPT THE OFFER FOR ORDINARY SHARES OF SEMA PLC; THE FORM OF ACCEPTANCE IS THE APPROPRIATE DOCUMENT FOR SUCH PURPOSES. In considering what action you should take, you are recommended immediately to seek your own financial advice from an appropriately authorized independent financial advisor.

If you have sold or otherwise transferred all your Sema ADSs, please pass the Offer Document and all accompanying documents as soon as possible to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. HOWEVER, SUCH DOCUMENTS SHOULD NOT BE DISTRIBUTED, FORWARDED OR TRANSMITTED IN OR INTO AUSTRALIA, CANADA OR JAPAN. If you hold Sema ordinary shares, you may not use this Letter of Transmittal to tender them. Sema ordinary shares can only be tendered by completing, signing and delivering the Form of Acceptance, Authority and Election.

Letter of Transmittal

for
OFFER TO PURCHASE FOR CASH ALL OUTSTANDING ORDINARY SHARES (INCLUDING THOSE REPRESENTED BY AMERICAN DEPOSITARY SHARES)

of
Sema plc
by

Lehman Brothers on behalf of
Schlumberger Investments

(a wholly-owned subsidiary of Schlumberger N.V.)

THE OFFER WILL REMAIN OPEN FOR ACCEPTANCE DURING THE INITIAL OFFER PERIOD. THE INITIAL OFFER PERIOD FOR ACCEPTANCES AND WITHDRAWALS WILL EXPIRE AT 3:00 P.M. LONDON TIME, 10:00 A.M. NEW YORK CITY TIME, ON WEDNESDAY, MARCH 21, 2001, UNLESS EXTENDED TO A LATER CLOSING DATE. AT THE CONCLUSION OF THE INITIAL OFFER PERIOD, IF ALL CONDITIONS OF THE OFFER HAVE BEEN SATISFIED, FULFILLED OR, WHERE PERMITTED, WAIVED, THE OFFER WILL BE EXTENDED FOR A SUBSEQUENT OFFER PERIOD OF AT LEAST 14 CALENDAR DAYS. HOLDERS OF SEMA SECURITIES WILL HAVE THE RIGHT TO WITHDRAW THEIR ACCEPTANCE OF THE OFFER FROM THE DATE OF THIS ANNOUNCEMENT UNTIL THE SPECIFIED TIME ON THE LAST DAY OF THE INITIAL OFFER PERIOD, BUT NOT DURING THE SUBSEQUENT OFFER PERIOD.

The Depositary for the Offer is:
Citibank, N.A.

By First Class Mail:
By Overnight Courier, Certified or Express Mail Delivery:
By Hand:

Citibank, N.A. P.O. Box
685 Old Chelsea Station
New York, N.Y. 10113
Citibank, N.A. 915 Broadway, 5th Floor New York, N.Y. 10010
Citibank, N.A. Corporate
Trust Window 111 Wall
Street, 9th Floor New
York, N.Y. 10043

Facsimile Transmission for Eligible
Institutions: (212) 505-2248

For Confirmation by Telephone: (800)
270-0808

Delivery of this Letter of Transmittal to an address, or transmission of instructions via a facsimile number, other than as set forth above, does not constitute a valid delivery. The instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed.

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

DESCRIPTION OF SEMA ADSs TENDERED

Name(s) and Address(es) of Registered Holder(s)
(Please fill in, if blank, exactly as name(s) appear(s) on ADR(s))

Sema ADS(s)
Tendered
(Attach
additional
list if
necessary)

ADR Serial
Number(s) *

Total Number of
ADSs Represented by
ADR(s) *

Number of
ADSs
Tendered**

- * Need not be completed for book-entry transfers.
- ** Unless otherwise indicated, it will be assumed that all Sema ADSs delivered to the US depository are being tendered. See Instruction 4.

TENDERING HOLDERS OF SEMA ADSs EVIDENCED BY SEMA ADRs WILL RECEIVE PAYMENT IN DOLLARS INSTEAD OF POUNDS STERLING UNLESS THEY ELECT OTHERWISE HEREIN TO RECEIVE PAYMENT IN POUNDS STERLING. IF YOU WISH TO RECEIVE POUNDS STERLING INSTEAD OF DOLLARS, YOU MUST PLACE AN "X" IN THE BOX ENTITLED "POUNDS STERLING PAYMENT ELECTION".

ACCEPTANCE OF THE OFFER IN RESPECT OF SEMA ORDINARY SHARES (EXCEPT INSOFAR AS THEY ARE REPRESENTED BY SEMA ADSs EVIDENCED BY SEMA ADRs) CANNOT BE MADE BY MEANS OF THIS LETTER OF TRANSMITTAL. If you hold Sema ordinary shares that are not represented by Sema ADSs, you can obtain a Form of Acceptance for accepting the Offer in respect of those Sema ordinary shares from the US Information Agent, the Dealer Manager, the US Forwarding Agent or the UK Receiving Agent. See Instruction 13 of this Letter of Transmittal.

Delivery of a Letter of Transmittal, American Depositary Receipts ("Sema ADRs") evidencing Sema ADSs (or book-entry transfer of such Sema ADSs) and any other required documents to the US Depository by Sema ADS holders will be deemed (without any further action by the US Depository) to constitute an acceptance of the Offer by such holder with respect to such Sema ADSs subject to the terms and conditions set out in the Offer Document dated February 21, 2001 and this Letter of Transmittal. Certain terms used in this Letter of Transmittal and not otherwise defined herein shall have the respective meanings assigned to them in the Offer Document.

This Letter of Transmittal is to be used if Sema ADRs evidencing Sema ADSs are to be forwarded herewith. If delivery of Sema ADSs is to be made by book-entry transfer to an account maintained by the US Depository at The Depository Trust Company (the "Book-Entry Transfer Facility") as defined in and pursuant to the procedures for book-entry transfer set forth in Appendix I, "Part B: Further Terms of the Offer" in the Offer Document, then either this Letter of Transmittal or an Agent's Message, as defined in the Offer Document, should be used.

Questions or requests for assistance may be directed to the US Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below. Requests for copies of the Offer Document, this Letter of Transmittal, the Notice of Guaranteed Delivery and all other tender offer materials may be directed to the US Information Agent as set forth below and will be furnished promptly at the Offeror's expense. Except as set out in Appendix IV of the Offer Document, the Offeror will not pay fees or commissions to any broker or dealer or any other person for soliciting tenders of Sema ADSs pursuant to the Offer. Holders of Sema ADSs may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The US Information Agent for the Offer is:

D. F. King & Co., Inc.
77 Water Street
New York, N.Y. 10005

Banks and Brokers Call Collect: (212) 269-5550
All Other Call Toll-Free: (800) 755-7250

The Dealer Manager for the Offer is:

Lehman Brothers
Three World Financial Center
200 Vesey Street
New York, N.Y. 10285

Call Collect: (212) 526-5044

TENDER OF SEMA ADSs

CHECK BOX IF SEMA ADSs IN RESPECT OF WHICH THE OFFER IS BEING ACCEPTED ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE US DEPOSITARY WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN A BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SEMA ADSs BY BOOK-ENTRY TRANSFER):

Name of Delivering Institution _____

Account Number at the Depository Trust Company _____

Transaction Code Number _____

By crediting the Sema ADSs to the US Depository's account at the Book-Entry Transfer Facility's Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Offer, including transmitting to the US Depository an agent's message, the participant in the Book-Entry Transfer Facility confirms on behalf of itself and the beneficial owners of such Sema ADSs all provisions of this Letter of Transmittal (including all representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the US Depository.

CHECK BOX ONLY IF SEMA ADSs IN RESPECT OF WHICH THE OFFER IS BEING ACCEPTED ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE US DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of registered owner(s) _____

Date of execution of Notice of Guaranteed Delivery _____

Name of Institution that guaranteed delivery _____

If a holder of Sema ADSs wishes to accept the Offer and Sema ADRs evidencing such Sema ADSs are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach the US Depository before the expiration of the Offer, such holder's acceptance of the Offer may nevertheless be effected using the Guaranteed Delivery Procedure set out under Appendix I, "Part B: Further Terms of the Offer". See Instruction 2 of this Letter of Transmittal. HOWEVER, RECEIPT OF A NOTICE OF GUARANTEED DELIVERY WILL NOT BE TREATED AS A VALID ACCEPTANCE FOR THE PURPOSE OF SATISFYING THE ACCEPTANCE CONDITION.

Ladies and Gentlemen:

The undersigned acknowledges that he or she has received and reviewed the Offer Document of Schlumberger Investments dated February 21, 2001 and this Letter of Transmittal, which together constitute Schlumberger Investments' Offer to purchase, upon the terms and subject to the conditions set out in the Offer Document, all of the issued and to be issued Sema ordinary shares and Sema ADSs.

The undersigned hereby accepts the Offer with respect to Sema ADSs evidenced by Sema ADRs (which expression in this Letter of Transmittal shall, except where the context otherwise requires, be deemed to include, without limitation, Sema ordinary shares represented thereby) specified in the box entitled "Description of Sema ADSs Tendered" subject to the terms and conditions set forth in the Offer Document and this Letter of Transmittal, and instructs the US Depository to inform Schlumberger Investments in writing that the Offer has been so accepted. The undersigned hereby acknowledges that delivery of this Letter of Transmittal, Sema ADRs evidencing tendered Sema ADSs (or book-entry transfer of such Sema ADSs) and any other required documents to the US Depository by a holder of Sema ADSs will be deemed (without any further action by the US Depository) to constitute acceptance of the Offer by such holder in respect of such holder's Sema ADSs, subject to the terms and condition set out in the Offer Document and this Letter of Transmittal.

The undersigned understands that acceptance of the Offer by the undersigned pursuant to the procedures described herein and in the instructions hereto, subject to the withdrawal rights described in the Offer Document, will constitute a binding agreement between the undersigned and Schlumberger Investments upon the terms and subject to the conditions of the Offer. IF ACCEPTANCE HAS BEEN MADE IN RESPECT OF THE SEMA ADSs THEN A SEPARATE ACCEPTANCE IN RESPECT OF THE SEMA ORDINARY SHARES REPRESENTED BY SUCH SEMA ADSs MAY NOT BE MADE.

The undersigned hereby delivers to the US Depository for tender to Schlumberger Investments the above-described Sema ADSs evidenced by Sema ADRs for which the Offer is being accepted, in accordance with the terms and Conditions of the Offer Document and this Letter of Transmittal, receipt of which is hereby acknowledged.

Upon the terms of the Offer (including, if the Offer is extended, revised or amended, the terms or conditions of any such extension, revision or amendment), and effective at the time that all conditions to the Offer have been satisfied, fulfilled or, where permitted, waived (at which time Schlumberger Investments will give notice thereof to the US Depository), and if the undersigned has not validly withdrawn his or her acceptance, the undersigned hereby sells, assigns and transfers to, or upon the order of, Schlumberger Investments all right, title and interest in and to all Sema ADSs evidenced by Sema ADRs with respect to which the Offer is being accepted (and any and all Sema ADSs or other securities or rights issuable in respect of such Sema ADSs) and irrevocably constitutes and appoints the US Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Sema ADSs (and any such other Sema ADSs, securities or rights), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver Sema ADRs for such Sema ADSs (and any such other Sema ADSs, securities or rights) or accept transfer of ownership of such Sema ADSs (and any such other Sema ADSs, securities or rights) on the account books maintained by a Book-Entry Transfer Facility together, in any such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, Schlumberger Investments, (b) present such Sema ADRs for such Sema ADSs (and any other such Sema ADSs, securities or rights) for transfer and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Sema ADSs (and any such other Sema ADSs, securities or rights), all in accordance with the terms of the Offer.

The undersigned agrees that the execution of this Letter of Transmittal (together with any signature guarantees) and its delivery to the US Depository shall constitute an authority to any Director of Schlumberger Investments or of Lehman Brothers in accordance with the terms of Part B of Appendix 1 of the Offer Document.

By executing this Letter of Transmittal as set forth above, the tendering holder of Sema ADSs evidenced by Sema ADRs will agree that, effective from and after the date hereof or, if later, the date on which all conditions to the Offer are satisfied, fulfilled or, where permitted, waived: (a) Schlumberger Investments or its agents shall be entitled to direct the exercise of any votes attaching to Sema ordinary shares represented by any Sema ADSs in respect of which the Offer has been accepted or is deemed to have been accepted (the "accepted ADSs") and any other rights and privileges attaching to such Sema ordinary shares, including any right to requisition a general meeting of Sema or of any class of its securities, and (b) the execution of this Letter of Transmittal by a holder of Sema ADSs (together with any signature guarantees) and its delivery to the US depository shall constitute in respect of accepted ADSs (i) an authority to Sema or its agents from the tendering holder of accepted ADSs to send any notice, circular, warrant, document or other communications that may be required to be sent to him or her as a Sema ADS holder to Schlumberger Investments at its registered office, (ii) an authority to Schlumberger or its agent to sign any consent to short notice of a general meeting or separate class meeting on behalf of the holder of accepted ADSs and/or to execute a form of proxy in respect of the accepted ADSs appointing any person nominated by Schlumberger Investments to attend general meetings and separate class meetings (or any adjournments thereof) of Sema or its members (or any of them) (or any adjournments thereof) and to exercise the votes attaching to Sema ordinary shares represented by such accepted ADSs on his or her behalf, and (iii) the agreement of the tendering holder of accepted ADSs not to exercise any such rights without the consent of Schlumberger Investments and the irrevocable undertaking of such tendering holder of accepted ADSs not to appoint a proxy for or to attend general meetings or separate class meetings of Sema in respect of such accepted ADSs.

By executing this Letter of Transmittal as set forth above, the tendering holder of Sema ADSs will represent and warrant that the tendering holder of accepted ADSs has full power and authority to accept the Offer and to tender, sell, assign and transfer Sema ADSs (and Sema ordinary shares represented by such Sema ADSs) in respect of which the Offer is being accepted or deemed to be accepted (and any and all other Sema ADSs, securities or rights issued or issuable in respect of such Sema ADSs) and, when the same are purchased by Schlumberger Investments, Schlumberger Investments will acquire good title thereto, free from all liens, equitable interests, charges, encumbrances and together with all rights attaching thereto, including voting rights and the right to receive all dividends and other distributions declared, made or paid with respect to Sema ordinary shares represented by Sema ADSs. The tendering holder of accepted ADSs will, upon request, execute any additional documents deemed by the US Depository or Schlumberger Investments to be necessary or desirable to complete the sale, assignment and transfer of Sema ADSs evidenced by Sema ADRs in respect of which the Offer is being accepted (and any and all other Sema ADSs, securities or rights).

By executing this Letter of Transmittal as set forth above, the tendering holder of Sema ADSs will irrevocably undertake, represent and warrant to and agree with Schlumberger Investments (so as to bind him or her and his or her personal representatives, heirs, successors and assigns) to the effect that such tendering holder of accepted ADSs: (i) has not received or sent copies of the Offer Document or any Letter of Transmittal or any Form of Acceptance or any related documents in, into or from Australia, Canada or Japan and has not otherwise utilized in connection with the Offer, directly or indirectly, the Australian, Canadian, or Japanese mails or any means or instrumentality (including, without limitation, facsimile transmission, telex and telephone) of interstate or foreign commerce, or any facilities of a national securities exchange, of Australia, Canada, or Japan, (ii) is accepting the Offer from outside Australia, Canada and Japan and (iii) is not an agent or fiduciary acting on a nondiscretionary basis for a principal, unless such agent or fiduciary is an authorized employee of such principal or such principal has given any instructions with respect to the Offer from outside Australia, Canada or Japan.

This Letter of Transmittal relates to the tender of Sema ADSs. For the avoidance of doubt, by delivery of this Letter of Transmittal to the US depository in respect of Sema ADSs, the undersigned agrees not to instruct the depository (the "ADS depository") under the deposit agreement between Sema and Citibank, N.A. to accept the Offer for Sema ordinary shares made by Schlumberger in respect of the Sema ordinary shares represented by such Sema ADSs.

The undersigned further agrees that by delivery of this Letter of Transmittal to the US depository in respect of Sema ADSs, the undersigned will not, unless such Letter of Transmittal is validly withdrawn, deliver such ADSs to the ADS depository to request withdrawal of the Sema ordinary shares represented by such Sema ADSs.

References in this Letter of Transmittal to a holder of Sema ADSs shall include references to the person or persons executing a Letter of Transmittal, and, in the event of more than one person executing a letter of transmittal, the provisions of this Letter of Transmittal shall apply to them jointly and to each of them.

All authority herein conferred or agreed to be conferred pursuant to this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Offer Document, this acceptance is irrevocable.

Unless otherwise indicated herein under "Special Payment Instructions", the undersigned hereby instructs the US depository to issue, or cause to be issued, the check for the purchase price in the name(s) of the registered holder(s) appearing under "Description of Sema ADSs Tendered". Similarly, unless otherwise indicated under "Special Delivery Instructions", the undersigned hereby instructs the US Depository to mail, or cause to be mailed, the check for the purchase price and/or return, or cause to be returned, any Sema ADRs evidencing Sema ADSs in respect of which the Offer is not being accepted or which are not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Sema ADSs Tendered". In the event that the "Special Payment Instructions" and/or the "Special Delivery Instructions" are completed, the undersigned hereby instructs the US depository to (i) issue and/or mail, or cause to be issued and/or mailed, the check for the purchase price, if any, in the name of, and/or to the address of, the person or persons so indicated, and/or (ii) return, or cause to be returned, any Sema ADRs evidencing Sema ADSs in respect of which the Offer is not being accepted or which are not purchased, if any, to the person at the address so indicated. In the case of a book-entry delivery of Sema ADSs evidenced by Sema ADRs, the undersigned hereby instructs the US Depository to credit the account maintained at the Book-Entry Transfer Facility with any Sema ADSs in respect of which the Offer is not being accepted or which are not purchased. The undersigned recognizes that the US Depository will not transfer any Sema ADSs which are not purchased pursuant to the Offer from the name of the registered holder thereof to any other person.

If the box headed "Pounds Sterling Payment Election" is not checked, the undersigned hereby instructs the relevant payment agent (either the US Depository or the UK Receiving Agent) to pay them all amounts payable to them pursuant to the Offer in US dollars, converted at the exchange rate obtainable on the spot market in London at approximately 12:00 noon (London time) on the date the cash consideration is made available by Schlumberger Investments to the relevant payment agent for delivery to holders of Sema ADSs and pay such amounts by check payable in US dollars. The actual amount of US dollars received will depend upon the exchange rate prevailing on the day funds are made available to the relevant payment agent by Schlumberger Investments. Sema ADS holders should also be aware that the US dollar/pound sterling exchange rate which is prevailing at the date on which the undersigned executes this Letter of Transmittal and on the date of dispatch of payment may be different from that prevailing on the day funds are made available to the relevant payment agent by Schlumberger Investments. In all cases, fluctuations in the US dollar/pounds sterling exchange rate are at the risk of accepting Sema ADS holders who do not elect to receive their consideration in pounds sterling.

SUBJECT TO THE TERMS OF THE OFFER DOCUMENT, THIS LETTER OF TRANSMITTAL SHALL NOT BE CONSIDERED COMPLETE AND VALID, AND PAYMENT OF CONSIDERATION PURSUANT TO THE OFFER SHALL NOT BE MADE, UNTIL SEMA ADRs EVIDENCING SEMA ADSs IN RESPECT OF WHICH THE OFFER IS BEING ACCEPTED AND ALL OTHER REQUIRED DOCUMENTATION HAVE BEEN RECEIVED BY THE US DEPOSITORY AS PROVIDED IN THE OFFER DOCUMENT AND THIS LETTER OF TRANSMITTAL.

[] CHECK HERE IF ANY SEMA ADRs REPRESENTING SEMA ADSs THAT YOU OWN HAVE BEEN LOST, STOLEN OR DESTROYED AND SEE INSTRUCTION 12.

Number of Sema ADSs represented by the lost, stolen or destroyed Sema ADRs:

POUNDS STERLING PAYMENT ELECTION

Check box ONLY if you wish to receive all (but not part) of the amount of cash consideration to be paid by a check in pounds sterling. If you do not check this box you will receive payment by a check in US dollars in an amount equal to the pound sterling amounts payable to you converted to US dollars at the exchange rate obtainable on the spot market in London at approximately 12:00 noon (London time) on the date the cash consideration is made available by the Offeror to the relevant payment agent for delivery to holders of Sema ADSs.

SPECIAL DELIVERY INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

Check box ONLY if the check for the purchase price with respect to Sema ADSs purchased and/or Sema ADRs evidencing Sema ADSs in respect of which the Offer is not accepted or which are not purchased are to be mailed to someone other than the undersigned, or to the undersigned at an address other than that shown above.

Mail: Check
 ADR certificates to:

Name: _____
(Please Print)

Issue to: _____

Address: _____

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

(Include Zip Code)

(Tax Identification or Social Security Number)
(See Substitute Form W-9 included herein)

SIGN HERE
(Also complete substitute Form W-9 included herein)

Sign Here _____

Sign Here _____
(Signature(s) of Owner(s))

Dated _____, 2001

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Sema ADRs evidencing Sema ADSs or by person(s) to whom Sema ADRs surrendered have been assigned and transferred, as evidenced by endorsement, stock powers and other documents transmitted herewith. If signature is by any trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or others acting in a fiduciary or representative capacity, please set forth the following and see Instruction 5.)

Name(s) _____
(Please Type or Print)

Capacity (full title) _____

Address _____

(Include Zip Code)

Area Code and Telephone Number _____

Tax Identification or Social Security No. _____

Guarantee of Signature(s)
(See Instructions 1 and 5)

Authorised Signature _____

Name _____
(Please Type or Print)

Title _____

Name of Firm _____

Address _____

(Include Zip Code)

Area Code and Telephone Number _____

Dated _____, 2001

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. No signature guarantee is required on this Letter of Transmittal if (a) this Letter of Transmittal is signed by the registered holder(s) of the Sema ADSs evidenced by Sema ADRs in respect of which the Offer is being accepted herewith and such holder(s) have not completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) the Offer is being accepted in respect of such Sema ADSs for the account of an eligible institution. In all other cases, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) which is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Program or the Stock Exchange Medallion Program (an "eligible institution"). See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND SEMA ADSs. This Letter of Transmittal is to be completed either if Sema ADRs evidencing Sema ADSs are to be forwarded herewith or if delivery is to be made by book-entry transfer to an account maintained by the US Depository at a Book-Entry Transfer Facility pursuant to the procedures for book-entry transfer set out in Appendix 1, "Part B: Further Terms of the Offer" in the Offer Document. Sema ADRs evidencing Sema ADSs or confirmation of a book-entry transfer of such Sema ADSs into the US tender agent's account at a Book-Entry Transfer Facility, as well as a properly completed and duly executed Letter of Transmittal (or a facsimile thereof or an agent's message in lieu thereof), together with any required signature guarantees and any other documents required by this Letter of Transmittal, or agent's message must be delivered to the US Depository at one of its addresses set forth herein.

Sema ADS holders whose Sema ADRs are not immediately available or who cannot deliver their Sema ADRs and all other required documents to the US Depository or complete the procedures for book-entry transfer prior to the expiration of the Offer may tender their Sema ADSs by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the Guaranteed Delivery procedures set out in Appendix I, "Part B: Further Terms of the Offer" in the Offer Document. Pursuant to the Guaranteed Delivery procedures: (a) such tender must be made by or through an eligible institution; (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Schlumberger Investments must be received by the US Depository prior to the expiration of the Offer and (c) Sema ADRs evidencing the Sema ADSs in respect of which the Offer is being accepted (or, in the case of Sema ADSs held in book-entry form, timely confirmation of the book-entry transfer of such Sema ADSs into the US Depository's account at a Book-Entry Transfer Facility as described in the Offer Document), together with a properly completed and duly executed Letter of Transmittal (or a facsimile thereof or an agent's message in lieu thereof) with any required signature guarantees and any other documents required by this Letter of Transmittal, are received by the US Depository within three business days after the date of execution of such Notice of Guaranteed Delivery. For these purposes, a "business day" is any day on which the New York Stock Exchange is open for business.

THE METHOD OF DELIVERY OF SEMA ADSs EVIDENCED BY SEMA ADRs AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND RISK OF THE TENDERING HOLDERS OF SEMA ADSs. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent acceptance will be accepted and no fractional Sema ADSs will be purchased. All accepting Sema ADS holders, by execution of this Letter of Transmittal (or a facsimile thereof or an agent's message in lieu thereof), waive any right to receive any notice of the acceptance of their Sema ADSs for payment.

3. INADEQUATE SPACE. If the space provided herein is inadequate, the serial numbers of the certificates and/or the number of Sema ADSs should be listed on a separate schedule attached hereto.

4. PARTIAL ACCEPTANCES (NOT APPLICABLE TO BOOK-ENTRY TRANSFERS). If fewer than all the Sema ADSs evidenced by Sema ADRs delivered to the US Depository are to be tendered hereby, fill in the number of Sema ADSs that are to be tendered in the box entitled "Number of ADSs Tendered" on the front page of this Letter of Transmittal. In such case, except as otherwise provided in this Letter of Transmittal, a new Sema ADR for the untendered Sema ADSs will be sent to the registered holder, unless otherwise provided in the appropriate box entitled "Special Delivery Instructions" on this Letter of Transmittal, as promptly as practicable following the date on which Sema ADSs are accepted for payment.

All Sema ADSs delivered to the US Depository will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Sema ADSs tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without any change whatsoever.

If any of Sema ADSs evidenced by Sema ADRs tendered hereby are owned of record by two or more owners, all such owners must sign this Letter of Transmittal.

If any of the tendered Sema ADSs are registered in different names on different Sema ADRs, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Sema ADRs.

If this Letter of Transmittal or any Sema ADRs or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Schlumberger Investments of their authority so to act must be submitted.

When this Letter of Transmittal is signed by the registered holder(s) of Sema ADSs listed and transmitted hereby, no endorsements of certificates or separate stock powers are required unless delivery of the cash is to be to a person other than the registered holder(s). Signatures on such Sema ADRs or stock powers must be guaranteed by an eligible institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Sema ADSs listed, Sema ADRs must be endorsed or accompanied by appropriate stock powers signed exactly as the name(s) of the registered holder(s) appear(s) on Sema ADRs evidencing such Sema ADSs. Signatures on such Sema ADRs or stock powers must be guaranteed by an eligible institution.

6. STOCK TRANSFER TAXES. Schlumberger Investments will pay or cause to be paid any stock transfer taxes with respect to the transfer and sale to it or its order of Sema ADSs evidenced by Sema ADRs pursuant to the Offer. If, however, payment of the cash is to be made to any person other than the registered holder(s), or if the tendered Sema ADSs are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such person(s) payment on account of the transfer to such person) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to Sema ADRs listed in this Letter of Transmittal.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If the check for the purchase price is to be issued in the name of a person other than the signer of this Letter of Transmittal or if the check for the purchase price is to be sent and/or any Sema ADRs evidencing Sema ADSs in respect of which the Offer is not being accepted or which are not purchased are to be returned to a person other than the signer of this Letter of Transmittal or to an address other than that shown on the reverse, the boxes labeled "Special Payment Instructions" and/or "Special Delivery Instructions" on this Letter of Transmittal should be completed.

8. POUNDS STERLING PAYMENT ELECTION. If the check for the purchase price is to be issued in pounds sterling, please check the box marked "Pounds Sterling Payment Election". If you do not check such box all pound sterling amounts payable pursuant to the Offer will be converted into US dollars at the exchange rate obtainable on the spot market in London at approximately 12:00 noon (London time) on the date the cash consideration is made available by Schlumberger Investments to the relevant payment agent for delivery to holders of Sema ADSs.

9. WAIVER OF CONDITIONS. Schlumberger Investments reserves the absolute right in its sole discretion to waive any of the specified conditions of the Offer, in whole or in part, to the extent permitted by applicable law and the rules of the UK Takeover Code.

10. 31% US BACKUP WITHHOLDING. In order to avoid backup withholding of US Federal income tax, a Sema ADS holder must, unless an exemption applies, provide the US Depository with his or her correct Taxpayer Identification Number ("TIN") on Substitute Form W-9 on this Letter of Transmittal and certify, under penalties of perjury, that such number is correct and that he or she is not subject to backup withholding. If the correct TIN is not provided, a \$50 penalty may be imposed by the Internal Revenue Service and cash payments made with respect to the cash may be subject to backup withholding at a rate of 31%.

Backup withholding is not an additional US Federal income tax. Rather, the US Federal income tax liability of persons subject to backup withholding will be reduced by the amount of such tax withheld. If backup withholding results in an overpayment of taxes, a refund may be applied for from the Internal Revenue Service.

The TIN that is to be provided on the Substitute Form W-9 is that of the registered holder(s) of the Sema ADSs or of the last transferee appearing on the transfer attached to, or endorsed on, the Sema ADSs. The TIN for an individual is his or her social security number. Each tendering Sema ADS holder generally is required to notify the US exchange agent of his or her correct TIN by completing Substitute Form W-9 contained herein, certifying that the TIN provided on Substitute Form W-9 is correct (or that such holder is awaiting a TIN), and that (1) such holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (2) the Internal Revenue Service has notified such holder that such holder is no longer subject to backup withholding (see Part III of Substitute Form W-9). Notwithstanding that the "TIN Applied For" box is checked (and the Certification is completed), the US Depository will withhold 31% on any cash payment of the purchase price for the cash made prior to the time it is provided with a properly certified TIN.

Exempt persons (including, among others, corporations) are not subject to backup withholding. A foreign individual or foreign entity may qualify as an exempt person by submitting a statement (on Form W-8), signed under penalties of perjury, certifying such person's foreign status. Form W-8 can be obtained from the US tender agent. A Sema ADS holder should consult his or her tax advisor as to his or her qualification for an exemption from backup withholding and the procedure for obtaining such exemption.

For additional guidance, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance or additional copies of the Offer Document, this Letter of Transmittal, the Notice of Guaranteed Delivery or the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be directed to the US Depository, the US Information Agent, the US Forwarding Agent or the UK Receiving Agent, in each case at the appropriate addresses and telephone numbers set forth on the back cover page of the Offer Document.

12. LOST, DESTROYED OR STOLEN CERTIFICATES. If any Sema ADR evidencing Sema ADSs has been lost, destroyed or stolen, the holder thereof should promptly notify the US exchange agent by checking the box immediately preceding the special payment/special delivery instructions boxes and indicating the number of Sema ADSs evidenced by such lost, destroyed or stolen Sema ADRs. The holder thereof will then be instructed as to the steps that must be taken in order to replace such Sema ADRs. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Sema ADRs have been followed.

13. HOLDERS OF SEMA ORDINARY SHARES NOT REPRESENTED BY SEMA ADSs. Holders of Sema ordinary shares have been sent a Form of Acceptance with the Offer Document and may not tender Sema ordinary shares pursuant to this Letter of Transmittal except insofar as those shares are represented by Sema ADSs. If any holder of Sema ordinary shares which are not represented by Sema ADSs needs to obtain a copy of a Form of Acceptance, such holder should contact the UK Receiving Agent, the US Forwarding Agent or the US Depository at the appropriate addresses and telephone numbers set forth on the back cover page of the Offer Document.

February 21, 2001

PART 1--PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.

SUBSTITUTE

Social Security Number or

Form W-9 Part 2--Awaiting TIN []

Payer's Request for Taxpayer Identification Number (TIN)

Employer Identification Number

Part 3--Certifications--Under penalties of perjury, I certify that:

- (1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because:
(a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification information-- You must cross out Item (2) above if you have been notified by the IRS that you are temporarily subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such Item (2).

Name: (Please print)

Address: (Including Zip Code)

Signature: Date:

NOTE: FAILURE TO COMPLETE THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 2 OF SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that, notwithstanding that I have checked the box in Part 2 (and have completed this Certificate of Awaiting Taxpayer Identification Number), all reportable payments made to me prior to the time I provide the US exchange agent with a properly certified taxpayer identification number will be subject to a 31% backup withholding tax.

Signature: Date:

The US Information Agent for the Offer is:

D. F. King & Co., Inc.

77 Water Street
New York, N.Y. 10005

Banks and Brokers Call Collect: (212) 269-5550
All Other Call Toll-Free: (800) 755-7250

The Dealer Manager for the Offer is:

Lehman Brothers

Three World Financial Center
200 Vesey Street
New York, N.Y. 10285

Call Collect: (212) 526-5044

February 21, 2001

NOTICE OF GUARANTEED DELIVERY
for

TENDER OF ORDINARY SHARES

(INCLUDING THOSE REPRESENTED BY AMERICAN DEPOSITARY SHARES)

of

Sema plc

to

Schlumberger Investments

a wholly-owned subsidiary of

Schlumberger N.V.

(not to be used for signature guarantees)

THE OFFER WILL REMAIN OPEN FOR ACCEPTANCE DURING THE INITIAL OFFER PERIOD. THE INITIAL OFFER PERIOD FOR ACCEPTANCES AND WITHDRAWALS WILL EXPIRE AT 3:00 P.M. LONDON TIME, 10:00 A.M. NEW YORK CITY TIME, ON WEDNESDAY, MARCH 21, 2001, UNLESS EXTENDED TO A LATER CLOSING DATE. AT THE CONCLUSION OF THE INITIAL OFFER PERIOD, IF ALL CONDITIONS OF THE OFFER HAVE BEEN SATISFIED, FULFILLED OR, WHERE PERMITTED, WAIVED, THE OFFER WILL BE EXTENDED FOR A SUBSEQUENT OFFER PERIOD OF AT LEAST 14 CALENDAR DAYS. HOLDERS OF SEMA SECURITIES WILL HAVE THE RIGHT TO WITHDRAW THEIR ACCEPTANCE OF THE OFFER FROM THE DATE OF THIS ANNOUNCEMENT UNTIL THE SPECIFIED TIME ON THE LAST DAY OF THE INITIAL OFFER PERIOD, BUT NOT DURING THE SUBSEQUENT OFFER PERIOD.

As set forth in Appendix 1, "Part B: Further Terms of the Offer" in the Offer Document of Schlumberger N.V. dated February 21, 2001 relating to the Offer by Schlumberger Investments to purchase, upon the terms and subject to the conditions set forth in the Offer Document and the accompanying Letter of Transmittal, all outstanding ordinary shares of 10 pence each of Sema plc and all outstanding American Depositary Shares ("Sema ADSs") of Sema, each representing two Sema Shares and evidenced by American Depositary Receipts ("Sema ADRs"), this form or one substantially equivalent hereto must be used for acceptance of the Offer in respect of Sema ADSs, if Sema ADRs evidencing Sema ADSs are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis if time will not permit all required documents to reach the US Depositary before the expiration of the Offer. Such form may be delivered by hand or mailed to the US Depositary and must include a signature guarantee by an eligible institution in the form set out herein. See Appendix 1, "Part B: Further Terms of the Offer" in the Offer Document.

The US Depositary for the Offer is:

Citibank, N.A.

By First Class Mail:

By Overnight Courier,
Certified or Express Mail
Delivery:

By Hand:

Citibank, N.A. P.O. Box
685 Old Chelsea Station
New York, N.Y. 10113

Citibank, N.A. Corporate
Trust Window 111 Wall
Street, 9th Floor New
York, N.Y. 10043

Citibank, N.A. 915
Broadway, 5th Floor New
York, N.Y. 10010

Facsimile Transmission for Eligible Institutions: (212) 505-2248 For Confirmation by Telephone: (800) 270-0808

Delivery of this instrument to an address other than as set forth above or transmission of instructions via facsimile to a number other than as set forth above will not constitute a valid delivery to the US Depository.

This form is not to be used to guarantee signatures. If a signature or a Letter of Transmittal is required to be guaranteed by an eligible institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Acceptance of the Offer (as defined in the Offer Document) in respect of Sema Shares (except insofar as they are represented by Sema ADSs) may not be made with this form.

Ladies and Gentlemen:

The undersigned accepts the Offer in respect of Sema ADSs upon the terms and subject to the conditions set forth below pursuant to the guaranteed delivery procedure set out in Appendix 1, "Part B: Further Terms of the Offer".

The undersigned understands that the acceptance of the Offer in respect of Sema ADSs pursuant to the guaranteed delivery procedures will not be treated as a valid acceptance for the purpose of satisfying the acceptance condition (as defined in the Offer Document). See Appendix 1, "Part B: Further Terms of the Offer," and paragraph 16(b) of the Letter from Lehman Brothers in the Offer Document. To be counted towards satisfaction of the acceptance condition, Sema ADRs evidencing such Sema ADSs must, before the Initial Closing Date, be received by the US Depository or, if applicable, timely confirmation of a book-entry transfer of such Sema ADSs into the US Depository's account at a Book-Entry Transfer Facility pursuant to the procedures set out in Appendix 1, "Part B: Further Terms of the Offer," and paragraph 16 of the Letter from Lehman Brothers in the Offer Document must be received by the US Depository, together with a duly executed Letter of Transmittal or a facsimile thereof with any required signature guarantees and any other required documents.

Signature(s): ----- -----	Address(es) (Include Zip Code): ----- -----
Name of Record Holder(s) (Please Type or Print) -----	----- -----
Number of Sema ADSs: -----	-----
Sema ADR No(s). (if available): -----	Area Codes and Telephone Number(s): ----- -----

Sema ADSs will be tendered by: -----	If Sema ADSs will be tendered by book-entry transfer, check box: <input type="checkbox"/> The Depository Trust Company Account Number: -----
Dated: _____, 2001 -----	

OFFER TO PURCHASE FOR CASH ALL OUTSTANDING ORDINARY SHARES (INCLUDING THOSE REPRESENTED BY AMERICAN DEPOSITARY SHARES) of

Sema plc

by

Schlumberger Investments

a wholly-owned subsidiary of

Schlumberger N.V.

THE OFFER WILL REMAIN OPEN FOR ACCEPTANCE DURING THE INITIAL OFFER PERIOD. THE INITIAL OFFER PERIOD FOR ACCEPTANCES AND WITHDRAWALS WILL EXPIRE AT 3:00 P.M. LONDON TIME, 10:00 A.M. NEW YORK CITY TIME, ON WEDNESDAY, MARCH 21, 2001, UNLESS EXTENDED TO A LATER CLOSING DATE. AT THE CONCLUSION OF THE INITIAL OFFER PERIOD, IF ALL CONDITIONS OF THE OFFER HAVE BEEN SATISFIED, FULFILLED OR, WHERE PERMITTED, WAIVED, THE OFFER WILL BE EXTENDED FOR A SUBSEQUENT OFFER PERIOD OF AT LEAST 14 CALENDAR DAYS. HOLDERS OF SEMA SECURITIES WILL HAVE THE RIGHT TO WITHDRAW THEIR ACCEPTANCE OF THE OFFER FROM THE DATE OF THIS ANNOUNCEMENT UNTIL THE SPECIFIED TIME ON THE LAST DAY OF THE INITIAL OFFER PERIOD, BUT NOT DURING THE SUBSEQUENT OFFER PERIOD.

February 21, 2001

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Schlumberger Investments is offering to purchase, upon the terms and subject to the conditions set forth in its Offer Document dated February 21, 2001 and the accompanying Letter of Transmittal, all outstanding ordinary shares of 10 pence each of Sema plc ("Sema") and all outstanding American Depositary Shares ("Sema ADSs") of Sema, each representing two Sema ordinary shares and evidenced by American Depositary Receipts ("Sema ADRs").

For your information and for forwarding to those of your clients for whom you hold Sema ADSs registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer Document;
2. A printed form of letter that may be sent to your clients for whose account you hold Sema ADSs registered in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the Offer;
3. The Letter of Transmittal to be used by holders of Sema ADSs to accept the Offer;
4. The Notice of Guaranteed Delivery;
5. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9; and
6. A return envelope addressed to the US Depositary.

Your prompt action is requested. We urge you to contact your client as promptly as possible.

The Offer cannot be accepted in respect of Sema ordinary shares by means of the Letter of Transmittal. A Form of Acceptance for accepting the Offer in respect of Sema ordinary shares can be obtained from the US Forwarding Agent or the UK Receiving Agent (whose names and addresses may be found on the back cover page of the Offer Document).

Payment for Sema ADSs purchased pursuant to the Offer will be made within 14 calendar days after the end of the Initial Offer Period in the case of acceptances received complete in all respects at this point, and in the case of acceptances received complete in all respects after the end of the Initial Offer Period, but while the Offer remains open for acceptance, within 14 calendar days of receipt.

Except as set out in Appendix IV of the Offer Document, Schlumberger Investments will not pay any fees or commissions to any broker, dealer, or other person other than Lehman Brothers for soliciting acceptances of the Offer with respect to Sema ADSS evidenced by Sema ADRs. You will, however, be reimbursed for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your client.

Inquiries you may have with respect to the Offer should be addressed to the Information Agent at the address and telephone numbers set forth in the Offer Document. Additional copies of the enclosed materials and of the original Offer Document may be obtained from the Dealer Manager or the Information Agent at their respective addresses and telephone numbers set forth in the Letter of Transmittal.

Very truly yours,

Lehman Brothers

Nothing contained herein or in the enclosed documents shall constitute you or any other person as the agent of the Dealer Manager, Schlumberger Investments, the US Depositary, the US Forwarding Agent or the UK Receiving Agent or authorize you or any other person to give any information or make any representation on behalf of any of them with respect to the Offer not contained in the Offer Document or the Letter of Transmittal.

This document should not be forwarded or transmitted in or into Australia, Canada or Japan.

 THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS FORM MAY NOT BE USED TO ACCEPT THE OFFER FOR AMERICAN DEPOSITARY SHARES OF SEMA. THE LETTER OF TRANSMITTAL IS THE APPROPRIATE DOCUMENT FOR SUCH PURPOSES. If you are in any doubt about this Offer or what action you should take, you are recommended immediately to seek your own financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services Act 1986 or from another appropriately authorised independent financial adviser.

This Form of Acceptance, Authority and Election (the "Form of Acceptance"), which relates to the Offer, should be read in conjunction with the accompanying offer document dated 21 February 2001 (the "Offer Document"). The definitions used in the Offer Document apply in this Form of Acceptance. The provisions of Appendix I to the Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Sema Shareholder.

If you have sold or otherwise transferred all of your Sema Shares, please send this Form of Acceptance, the Offer Document and the reply-paid envelope, as soon as possible, to the purchaser or transferee or to the stockbroker, bank or agent through or to whom the sale or transfer was made for delivery to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into Australia, Canada or Japan. The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan and may not be accepted in or from Australia, Canada or Japan. Accordingly this Form of Acceptance, the Offer Document and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada, or Japan. Custodians, nominees and trustees should observe these restrictions and should not send this Form of Acceptance, the Offer Document and related documents in or into Australia, Canada or Japan.

If you are a CREST sponsored member, you should refer to your CREST sponsor before completing the Form of Acceptance.

FORM OF ACCEPTANCE, AUTHORITY AND ELECTION

Recommended Cash Offer

by

Lehman Brothers

on behalf of

Schlumberger Investments

(a wholly-owned subsidiary of Schlumberger N.V.)

for

Sema plc

PROCEDURE FOR ACCEPTANCE

- . The Letter of Transmittal may not be used to accept the Offer for Sema Shares; this Form of Acceptance is the proper document for such purposes.
- . To accept the Offer, use this Form of Acceptance and follow the instructions and notes for guidance set out on pages 2, 3 and 4. All Sema Shareholders who are individuals must sign the Form of Acceptance in the presence of a witness who must also sign where indicated. If you hold Sema Shares jointly with others, you must arrange for all your co-holders to sign this Form of Acceptance.
- . The information on page 4 of this Form of Acceptance may help to answer queries you may have about the Form of Acceptance and the procedure for responding to the Offer.
- . Please return this Form of Acceptance, duly completed and signed (and accompanied, if your Sema Shares are in certificated form, by your share certificate(s) and/or other document(s) of title) either (if you are outside the US) by post or by hand to Computershare Services PLC, PO Box 859, The Pavillions, Bridgewater Road, Bristol BS99 1XZ or, by hand only (during normal business hours), to Computershare Services PLC, 7th floor, Jupiter House, Triton Court, 14 Finsbury Square, London EC2A 1BR or, (if you are in the US) by mail only, to Computershare Trust Company of New York, Wall Street Station, P.O. Box 1023, New York, NY 10268-1023 or, by overnight courier or hand only (during the hours of 9.00 a.m. and 3.00 p.m. (New York City time)), to Computershare Trust Company of New York, Wall Street Plaza, 88 Pine Street-19th Floor, New York, NY 10005, as soon as possible, but in any event so as to be received by no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001. A first class reply-paid envelope (for use in the UK only) is enclosed for documents lodged by post.
- . If your Sema Shares are in uncertificated form (that is, in CREST), you should return this Form of Acceptance, duly completed and signed, and take the action set out in paragraph 16(a)(iv) of the letter from Lehman Brothers contained in the Offer Document in order to transfer your Sema Shares to an escrow balance. For this purpose, the participant ID of

Computershare Services PLC, the CREST Receiving Agent which will act as the escrow agent for the purposes of the Offer, is 3RA09 and the member account ID of the escrow agent is SEMA and the Form of Acceptance reference number of this Form (for insertion in the first eight characters of the shared note field on the TTE instruction) is shown next to Box 5 on page 3 of this Form of Acceptance. You should ensure that the TTE settles not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

If you hold Sema Shares in both certificated and uncertificated form, you should complete a separate Form of Acceptance for each holding. Similarly, you should complete a separate Form of Acceptance for each different member account ID under which Sema Shares are held in uncertificated form and for each different designation under which Sema Shares are held in certificated form. You can obtain further Forms of Acceptance by contacting Computershare Services PLC (telephone number: +44 870 702 0100) or Computershare Trust Company of New York (telephone number: +1 212 701 7650).

If your SemaShares are in certificated form and your share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, this Form of Acceptance should nevertheless be completed, signed and returned as stated above so as to be received no later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001 and the share certificate(s) and/or other document(s) of title or an indemnity satisfactory to Schlumberger Investments should be lodged as soon as possible thereafter with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address set out above.

Please read Part B of Appendix I to the Offer Document, the terms of which are incorporated in and form part of this Form of Acceptance.

A Form of Acceptance contained in an envelope postmarked in Australia, Canada or Japan or otherwise appearing to Schlumberger Investments or its agents to have been sent from any of those countries may not constitute a valid acceptance of the Offer.

Do not detach any part of this Form of Acceptance.

If you are in any doubt as to the procedures for acceptance, please contact the UK Receiving Agent, Computershare Services PLC, PO Box 859, The Pavillions, Bridgewater Road, Bristol BS99 1XZ, or by telephone on +44 870 702 0100, or the US Forwarding Agent, Computershare Trust Company of New York at Wall Street Plaza, 88 Pine Street-19th Floor, New York, NY 10005 or by telephone on +1 212 701 7650.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The provisions of Part B of Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance.

[1] To accept the Offer

To accept the Offer, insert in Box [1] the total number of Sema Shares for which you wish to accept the Offer. You must also sign Box [3] which will constitute your acceptance of the Offer, and complete Box [4] and, if appropriate, complete Boxes [2], [5], [6] and [7].

If no number, or a number greater than your registered holding of Sema Shares, is inserted in Box [1] and you have signed Box [3], you will be deemed to have inserted in Box [1], and to have accepted the Offer in respect of, your entire registered holding of Sema Shares (being your entire holding under the name and address specified in Box [4]) or if your Sema Shares are in CREST, under the participant ID and member account ID specified in Box [5]). CREST participants are requested to insert in Box [1] the same number of SemaShares as entered on the related TTE instruction. If you put "NO" in Box [6], you may be deemed not to have accepted the Offer.

Complete here

[2] US dollar payment election

If, but only if, you wish to receive all of your cash consideration in US dollars instead of pounds sterling, you must put "YES" in Box [2].

You may not elect to receive payment of the cash consideration in a mixture of US dollars and pounds sterling. If you put "YES" in Box [2], you will receive the whole of your cash consideration in US dollars.

Details of the basis of payment in US dollars are set out in paragraph 11 of Part B of Appendix I to the Offer Document.

Please note that any fluctuation in the US dollar/pound sterling exchange rate will be at your risk.

Complete here

[3] Signatures

You must sign Box [3] regardless of which other box(es) you complete and, in the case of a joint holding, arrange for all other joint holders to do likewise. Each holder who is an individual must sign in the presence of a witness, who must also sign and print his/her name in Box [3] where indicated. The witness must be over 18 years of age and must not be one of the joint registered holders. The same witness may witness each signature of the joint holders.

If the Form of Acceptance is not signed by the registered holder(s), insert the name(s) and capacity (e.g. attorney or executor) of the person(s) signing the Form of Acceptance. Such person should also deliver evidence of his/her authority.

A company may either execute under seal, the seal being affixed and witnessed in accordance with its Articles of Association or other regulations or, if applicable, in accordance with Section 36A of the Companies Act 1985. Persons authorised by a company incorporated outside England and Wales may sign the Form of Acceptance in accordance with the laws of the territory in which the relevant company is incorporated. In all cases, execution on behalf of a company should be expressed to be by the company.

Sign here

[4] Full name(s) and address(es)

Complete Box [4] with the full name and address of the sole or first named registered holder together with the full names and addresses of all other joint holders (if any) in BLOCK CAPITALS.

Unless you complete Box [7], this is the address to which your consideration under the Offer will be sent. If the address inserted in Box [4] is in Australia, Canada or Japan, you must insert in Box [7] an alternative address outside Australia, Canada or Japan.

Complete here

[5] Participant ID and member account ID

If your Sema Shares are in CREST, you must insert in Box [5] the participant ID and the member account ID under which such Sema Shares are held by you in CREST. You must also transfer (or procure the transfer of) the Sema Shares concerned to an escrow balance, specifying in the TTE instruction the participant ID and the member account ID inserted in Box [5] and the Form of Acceptance reference number of this Form and other information specified in paragraph 16(a) (iv) of the letter from Lehman Brothers contained in the Offer Document.

Complete here

[6] Overseas Shareholders

If you are unable to give the representations and warranties required by paragraph 9(b) of Part B of Appendix I to the Offer Document, YOU MUST PUT "NO" IN BOX [6].

If you do not put "NO" in Box [6] you will be deemed to have given such representations and warranties.

Complete here

[7] Alternative address for despatch of consideration and/or other documents

If you wish the consideration and/or other documents to be sent to an address other than the address of the first named registered holder set out in Box [4] or to someone other than the first named registered holder at the address set out in Box [4] (e.g. your bank manager or stockbroker) you should complete Box [7]. Box [7] must also be completed by holders with registered addresses in Australia, Canada or Japan or holders who have completed Box [4] with an address in Australia, Canada or Japan. You must not insert in Box [7] an address in Australia, Canada or Japan.

Complete here

PLEASE COMPLETE IN BLOCK CAPITALS

[1] TO ACCEPT THE OFFER BOX 1
Complete Box [1] and Box [4] (and, if appropriate, Box [2], Box [5], Box [6] and/or Box [7]) and sign Box [3] in the presence of a witness.

Number of Sema Shares for which you are accepting the Offer

FOR OFFICE
USE ONLY

HOLDER CODE

H

C

Q

[2] US DOLLAR PAYMENT ELECTION BOX 2
Please put "YES" in Box [2] to receive all of your cash consideration in US dollars instead of pounds sterling in accordance with paragraph 11 of Part B of Appendix I to the Offer Document.

Only put "YES" in the above box if you wish to receive all your cash consideration in US dollars.

[3] SIGN HERE TO ACCEPT THE OFFER BOX 3

INDIVIDUALS:

Signed, sealed and delivered as a deed by: Witnessed by:

1.	1. Name	Address of witness
Signature	Signature	
2.	2. Name	Address of witness
Signature	Signature	
3.	3. Name	Address of witness
Signature	Signature	
4.	4. Name	Address of witness
Signature	Signature	

Note: Each registered holder of Sema Shares who is an individual should sign the Form of Acceptance in the presence of a witness who should also sign Box [3] and print his name where indicated. The witness must be over 18 years of age and must not be one of the joint registered holders.

COMPANIES:

Executed as a deed by/under the common seal of:

	Signature of Director	Name of Director
Name of Company	Signature of second Director or Company Secretary	Name of second Director or Company Secretary

[4] FULL NAME (S) AND ADDRESS (ES) BOX 4

First registered holder	Third registered holder
Forename(s)	Forename(s)
Surname (Mr/Mrs/Miss/Title)	Surname (Mr/Mrs/Miss/Title)
Address	Address

Second registered holder	Postcode	Fourth registered holder	Postcode
Forename(s)		Forename(s)	
Surname (Mr/Mrs/Miss/Title)		Surname (Mr/Mrs/Miss/Title)	
Address		Address	
	Postcode		Postcode

In case of query, please state daytime telephone number (outside Australia, Canada and Japan)

[5] PARTICIPANT ID AND MEMBER ACCOUNT ID BOX 5
Complete this box only if your Sema Shares are in CREST. The reference number of this Form of Acceptance is:

Participant ID
Member account ID

[6] OVERSEAS SHAREHOLDERS BOX 6
Please put "No" in Box [6] if you are unable to give the representations and warranties relating to overseas shareholders set out in paragraph 9(b) of Part B of Appendix I to the Offer Document.

[7] ALTERNATIVE ADDRESS BOX 7
Address outside Australia, Canada and Japan to which consideration and/or other documents is/are to be sent instead of the address in Box [4] above.

Name
Address
Postcode

FURTHER NOTES ABOUT COMPLETING AND LODGING THIS FORM OF ACCEPTANCE

In order to be effective, this Form of Acceptance must, except as mentioned below, be signed personally by the registered holder or, in the case of a joint holding, by ALL the joint holders and each individual signature must be independently witnessed. A company must execute this Form of Acceptance under its common seal, the seal being affixed and witnessed in accordance with its Articles of Association or other regulations. Alternatively, a company to which section 36A of the Companies Act 1985 applies may execute this Form of Acceptance by a director and the company secretary or by two directors of the company signing the Form of Acceptance. A company incorporated outside England and Wales may sign in accordance with the laws of the relevant territory in which the relevant company is incorporated. In both cases, execution should be expressed to be by the company and each person signing the Form of Acceptance should state the office which he/she holds and insert the name of the company in the place provided in Box [3].

In order to avoid delay and inconvenience to yourself, the following points may assist you:

1. If a holder is away from home (e.g. abroad or on holiday)

Send this Form of Acceptance and the Offer Document by the quickest means (e.g. air mail), but not in or into Australia, Canada or Japan, to the holder for execution or, if he/she has executed a power of attorney giving sufficient authority, have this Form of Acceptance signed by the attorney in the presence of a witness. In the latter case, the power of attorney (or a copy thereof duly certified in accordance with the Powers of Attorney Act 1971) must be lodged with this Form of Acceptance for noting (see paragraph 8 below). No other signatures are acceptable.

2. If you have sold or transferred all, or wish to sell or transfer part, of your Sema Shares

You should pass this Form of Acceptance together with the Offer Document and the reply-paid envelope at once, to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, this Form of Acceptance and the Offer Document should not be distributed, forwarded or transmitted in or into Australia, Canada or Japan. If your Sema Shares are in certificated form, and you wish to sell part of your holding of Sema Shares and also wish to accept the Offer in respect of the balance but are unable to obtain the balance certificate by 21 March 2001 you should ensure that the stockbroker or other agent through whom you make the sale obtains the appropriate endorsement or indication, signed on behalf of Sema's registrars, IRG plc, at Bourne House, 34 Beckenham Road, Beckenham, Kent BR3 4TU, in respect of the balance of your holding of Sema Shares.

3. If the sole holder has died

If a grant of probate or letters of administration has/have been registered with Sema's registrars, IRG plc, this Form of Acceptance must be signed by the personal representative(s) of the deceased holder, each in the presence of a witness, and returned to Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1. If a grant of probate or letters of administration has/have not been registered with Sema's registrars, IRG plc, the personal representative(s) or the prospective personal representative(s) should sign this Form of Acceptance, each in the presence of a witness, and return it with the share certificate(s) or other document(s) of title to Computershare Services PLC or (in the case of a US holder) to Computershare Trust Company of New York at the relevant address given on page 1. However, the grant of probate or letters of administration must be lodged with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, before the consideration due under the Offer can be forwarded to the personal representative(s).

4. If one of the joint holders has died

This Form of Acceptance must be signed by all the surviving holders in the presence of a witness, and lodged with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1, with the share certificate(s) and/or other documents of title and accompanied by the death certificate, the grant of probate or letters of administration in respect of the deceased holder.

5. If your Sema Shares are in certificated form and the share certificate(s) is/are held by your stockbroker, bank or some other agent

Complete this Form of Acceptance and, if the share certificate(s) is/are readily obtainable, deliver this completed Form of Acceptance to your bank, stockbroker or other agent for lodging with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1, accompanied by the share certificate(s) and/or other document(s) of title. If the share certificate(s) is/are not readily obtainable, send this Form of Acceptance duly completed to Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1 together with a note saying, for example, "Share certificate(s) to follow" and arrange for the share certificate(s) to be forwarded to Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1, as soon as possible thereafter. It is helpful for your agent to be informed of the full terms of the Offer.

6. If your Sema Shares are in certificated form and the share certificate(s) has/have been lost

Complete this Form of Acceptance and lodge it, together with any share certificate(s) available, with Computershare Services PLC (if you are outside the United States) or Computershare Trust Company of New York (if you are in the United States), as appropriate, at the relevant address given on page 1 accompanied by a letter stating that you have lost one or more of your share certificate(s). At the same time you should write to Sema's registrars, IRG plc, at the address given above, requesting that they send you a letter of indemnity for completion. When completed, the letter of indemnity must be lodged with Computershare Services PLC (if you are outside the United States) or Computershare Trust Company of New York (if you are in the United States), as appropriate, at the relevant address given on page 1 of this Form of Acceptance, as soon as possible thereafter.

7. If your Sema Shares are in CREST

You should take the action set out in paragraph 16(a)(iv) of the letter from Lehman Brothers contained in the Offer Document to transfer your Sema Shares to an escrow balance. You are reminded to keep a record of the Form of Acceptance reference number so that such number can be inserted in the TTE instruction.

If you are a CREST sponsored member, you should refer to your CREST sponsor before completing this Form of Acceptance, as only your CREST sponsor will be able to send the necessary TTE instruction to CRESTCo.

8. If this Form of Acceptance is signed under a power of attorney

The completed Form of Acceptance, together with the share certificate(s) and/or other document(s) of title, should be lodged with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1, accompanied by the original power of attorney (or a copy thereof duly certified in accordance with the Powers of Attorney Act 1971). The power of attorney will be noted by Computershare Services PLC or Computershare Trust Company of New York, as appropriate, and returned as directed.

9. If your name or other particulars differ from those appearing on your share certificate(s), for example:

Incorrect name, for example:

(a) Name on the certificateJames Smith

Correct nameJames John Smith

Complete this Form of Acceptance with the correct name and lodge it with Computershare Services PLC or Computershare Trust Company of New York, as appropriate, at the relevant address given on page 1 accompanied by your share certificate(s) and by a letter from your bank, stockbroker or solicitor confirming that the person described on the share certificate(s) and the person who has signed this Form of Acceptance are one and the same.

(b) Incorrect address on the share certificate(s):

Write the correct address in Box [4] of this Form of Acceptance.

(c) Change of name:

If you have changed your name, lodge your marriage certificate or the deed poll or, in the case of a company, a copy of the certificate of incorporation on change of name, with this Form of Acceptance for noting. The documents will be returned as directed.

10. If you are not resident in the United Kingdom or the United States

The attention of Sema Shareholders not resident in the UK or the US is drawn, in particular to paragraph 7 of Part B of Appendix I to the Offer Document.

Without prejudice to Part B of Appendix I of the Offer Document, Schlumberger Investments reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant transfer to escrow or (as appropriate) the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer will be made until after the relevant transfer to escrow has been made or (as appropriate) the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to Schlumberger Investments have been received.

OFFER TO PURCHASE FOR CASH ALL OUTSTANDING ORDINARY SHARES (INCLUDING THOSE REPRESENTED BY AMERICAN DEPOSITARY SHARES) of

Sema plc

by

Schlumberger Investments

a wholly-owned subsidiary of

Schlumberger N.V.

THE OFFER WILL REMAIN OPEN FOR ACCEPTANCE DURING THE INITIAL OFFER PERIOD. THE INITIAL OFFER PERIOD FOR ACCEPTANCES AND WITHDRAWALS WILL EXPIRE AT 3:00 P.M. LONDON TIME, 10:00 A.M. NEW YORK CITY TIME, ON WEDNESDAY, MARCH 21, 2001, UNLESS EXTENDED TO A LATER CLOSING DATE. AT THE CONCLUSION OF THE INITIAL OFFER PERIOD, IF ALL CONDITIONS OF THE OFFER HAVE BEEN SATISFIED, FULFILLED OR, WHERE PERMITTED, WAIVED, THE OFFER WILL BE EXTENDED FOR A SUBSEQUENT OFFER PERIOD OF AT LEAST 14 CALENDAR DAYS. HOLDERS OF SEMA SECURITIES WILL HAVE THE RIGHT TO WITHDRAW THEIR ACCEPTANCE OF THE OFFER FROM THE DATE OF THIS ANNOUNCEMENT UNTIL THE SPECIFIED TIME ON THE LAST DAY OF THE INITIAL OFFER PERIOD, BUT NOT DURING THE SUBSEQUENT OFFER PERIOD.

February 21, 2001

To Our Clients:

Enclosed for your consideration is the Offer Document of Schlumberger Investments dated February 21, 2001, the Letter of Transmittal and the Notice of Guaranteed Delivery relating to the Offer by Schlumberger Investments to purchase, upon the terms and subject to the conditions set forth in the Offer Document and the accompanying Acceptance Forms (as defined in the Offer Document), all outstanding ordinary shares of 10 pence each of Sema plc and all outstanding American Depositary Shares ("Sema ADSs") of Sema, each representing two Sema ordinary shares and evidenced by American Depositary Receipts ("Sema ADRs").

We are the holder of record of Sema ADSs evidenced by Sema ADRs held by us for your account. An acceptance of the Offer in respect of such Sema ADSs can be made only by us as the holder of record and pursuant to your instructions. Accordingly, we request instructions as to whether you wish to have us accept the Offer on your behalf in respect of any or all Sema ADSs held by us for your account pursuant to the terms and subject to the conditions set forth in the Offer Document.

Your attention is directed to the following:

1. The Offer is being made for all Sema ordinary shares and Sema ADSs evidenced by Sema ADRs and has been unanimously recommended by the Directors of Sema.
2. The Offer is on the terms and subject to the conditions set forth in Appendix I to the Offer Document.
3. The Initial Offer Period for acceptances and withdrawals will remain open for acceptance until 3:00 p.m. London time, 10:00 a.m. New York City time, on March 21, 2001 unless extended to a later closing date (in accordance with the terms thereof).
4. At the conclusion of the Initial Offer Period, including any extension thereof, if all conditions of the Offer have been satisfied, fulfilled or, where permitted, waived, the Offer will be extended for a Subsequent Offer Period of at least 14 calendar days. Holders of Sema Securities will have the right to withdraw their acceptances of the Offer from the date of this letter until the specified time on the last day of the Initial Offer Period but not during the Subsequent Offer Period.
5. Sema ADS holders will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes applicable to a sale of Sema ADSs evidenced by Sema ADRs to Schlumberger.

If you wish to have us accept the Offer in respect of any or all of Sema ADSs evidenced by Sema ADRs held by us for your account, please so instruct us by completing, executing and returning to us the instruction form contained in this letter. If you authorize us to accept the Offer in respect of your Sema ADSs, the Offer will be accepted in respect of all such Sema ADSs unless otherwise indicated in such Instruction Form. Please forward your Instruction Form to us in ample time to permit us to accept the Offer on your behalf before the Offer expires. The specimen Letter of Transmittal is furnished to you for your information only and cannot be used by you to accept the Offer in respect of Sema ADSs held by us for account.

INSTRUCTIONS WITH RESPECT TO THE
OFFER TO PURCHASE FOR CASH ALL OUTSTANDING ORDINARY SHARES (INCLUDING THOSE
REPRESENTED BY AMERICAN DEPOSITARY SHARES) of

Sema plc

by

Schlumberger Investments

a wholly owned subsidiary of

Schlumberger N.V.

The undersigned acknowledge(s) receipt of your letter and the Offer Document and the related Letter of Transmittal relating to the Offer by Schlumberger Investments to purchase, upon the terms and subject to the conditions set forth in the Offer Document and the accompanying Letter of Transmittal, all outstanding Sema ordinary shares and all Sema ordinary shares represented by Sema ADSs.

This will instruct you to accept the Offer in respect of the number of Sema ADSs indicated below (or, if no number is indicated below, all Sema ADSs) held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer Document.

Dated: _____

Signature(s)

Number of Sema ADSs To Be Tendered*

Please print name(s)

Address(es)

Area Code and Telephone Number

Employer Identification or Social
Security No.

This document should not be forwarded or transmitted in or into Australia,
Canada or Japan.

* Unless otherwise indicated, it will be assumed that the Offer is to be accepted in respect of all Sema ADSs held by us for your account.

Lehman Brothers

Press Release

For immediate release

21 February 2001

Not for release, publication or distribution in or into Australia, Canada or
Japan

Recommended Cash Offer

by

Lehman Brothers

on behalf of

Schlumberger Investments

(a wholly-owned subsidiary of Schlumberger N.V.)

for

Sema plc

Schlumberger Investments announces that it is today posting its offer document to Sema Securityholders (the "Offer Document") in relation to the recommended cash offer (the "Offer") for the entire issued and to be issued share capital of Sema plc announced on 12 February 2001. Acceptances of the Offer should be received by not later than 3.00 p.m. (London time), 10.00 a.m. (New York City time), on 21 March 2001.

Enquiries

Schlumberger

Rex Ross Tel: +1 212 350 9432

Jean-Francois Poupeau Tel: +33 1 40 62 13 30

Lehman Brothers (Lead Financial Adviser and Broker to Schlumberger)

John McIntyre Tel: + 44 (0) 207 601 0011

Henry Phillips

Peter Warne

Words defined in the Offer Document have the same meaning in this announcement.

Lehman Brothers, Morgan Stanley Dean Witter and Schroder Salomon Smith Barney, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting for Schlumberger, Schlumberger Industries S.A. and Schlumberger Investments and no one else in connection with the Offer and will not be responsible to anyone other than Schlumberger, Schlumberger Industries S.A. and Schlumberger Investments for providing the protections afforded to customers of Lehman Brothers, Morgan Stanley Dean Witter and Schroder Salomon Smith

Barney, respectively, nor for giving advice in relation to the Offer. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

It should be noted that by virtue of the conflicting provisions of the Code and the US securities laws, the Panel has agreed that the acceptance condition can be structured so that the Offer cannot become or be declared unconditional as to acceptances until such time as all other Conditions to the Offer have been satisfied, fulfilled or, to the extent permitted, waived. The acceptance condition in paragraph (a) of Appendix I of the Offer Document reflects this.

The availability of the Offer to Sema Securityholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Sema Securityholders who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

The Offer is not being made, directly or indirectly, in or into Australia, Canada or Japan and may not be accepted in or from Australia Canada or Japan. Accordingly, this announcement and copies of the Offer Document, the Acceptance Forms or any related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan. Custodians, nominees and trustees should observe these restrictions and should not send this announcement, the Offer Document, the Acceptance Forms or any related documents in or into Australia, Canada or Japan.

Schlumberger is also filing a Tender Offer Statement and other related documentation and Sema is filing a Solicitation/Recommendation Statement with the Securities and Exchange Commission today. Free copies of these documents will be available on the SEC's web site at www.sec.gov. The Tender Offer

Statement may also be obtained at no charge from Schlumberger at 277 Park Avenue, New York, NY 10172-0266 and the Solicitation/Recommendation Statement may be obtained at no charge from Sema at Six Concourse Parkway, Suite 2700, Atlanta, Georgia 30328. Shareholders are urged to read the Tender Offer Statement, the Solicitation/Recommendation Statement and the related documentation as they contain important information.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Sema Securities. The Offer is being made solely by the Offer Document dated 21 February, 2001 and the related Acceptance Forms.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer.
-- Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the SOCIAL SECURITY number of--

1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(/1/)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(/1/)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(/2/)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(/1/)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor or incompetent person(/3/)
7. (a) The usual revocable savings trust account (grantor is also trustee)	The grantor- trustee(/1/)
(b) So-called trust account that is not a legal or valid trust under State law	The actual owner(/4/)
8. Sole proprietorship account	The owner(/4/)

For this type of account:	Give the EMPLOYER IDENTIFICATION number of--

9. A valid trust, estate or pension trust	The legal entity (do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title) (/5/)
10. Corporate account	The corporation
11. Religious, charitable or educational organization account	The organization
12. Partnership account held in the name of the partnership	The partnership
13. Association, club or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or registered nominee
15. Account with the Department of Agriculture in the name of a public entity	The public entity

(such as a state or
local government,
school district, or
prison) that receives
agricultural program
payments

- (1) List all names first and circle the name of the person whose number you furnish.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
- (4) Provide the name of the owner.
- (5) List all names first and circle the name of the legal trust, estate, or pension trust.

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9
Page 2

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- . A corporation.
- . A financial institution.
- . An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or an individual retirement plan.
- . The United States or any agency or instrumentality thereof.
- . A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- . A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- . An international organization or any agency or instrumentality thereof.
- . A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- . A real estate investment trust.
- . A common trust fund operated by a bank under section 584(a) of the Code.
- . An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1) of the Code.
- . An entity registered at all times under the Investment Company Act of 1940.
- . A foreign central bank of issue.

Payments Not Generally Subject to Backup Withholding

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- . Payments to non resident aliens subject to withholding under section 1441 of the Code.
- . Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one non resident partner.
- . Payments of patronage dividends where the amount received is not paid in money.
- . Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

- . Payments of interest on obligations issued by individuals. Note: A Payee may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and such payee has not provided its correct taxpayer identification number to the payer.
- . Payments of tax-exempt interest (including exempt-interest dividends under section 852 of the Code).
- . Payments described in section 6049(b)(5) of the Code to non resident aliens.
- . Payments on tax-free covenant bonds under section 1451 of the Code.
- . Payments made by certain foreign organizations.
- . Payments made to a nominee.

EXEMPT PAYEES DESCRIBED ABOVE MUST STILL COMPLETE THE SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE SUBSTITUTE FORM W-9 WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041(A)(a), 6045, and 6050(A) of the Code.

Privacy Act Notice.-- Section 6109 of the Code requires most recipients of dividends, interest or other payments to give taxpayer identification numbers

to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividends and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number. -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to wilful neglect.

(2) Civil Penalty for False Information With Respect to Withholding.-- If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) Criminal Penalty for Falsifying Information. -- Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) Failure to Report Certain Dividend and Interest Payments. -- If you fail to include any portion of an includible payment for interest, dividends or patronage dividends in gross income and such failure is due to negligence, a penalty of 20% is imposed on any portion of an underpayment attributable to that failure.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Sema Securities (as defined below). The Offer (as defined below) is being made in the United States solely by the Offer Document dated February 21, 2001, and the related Letter of Transmittal and Form of Acceptance, and is being made to all US holders of Sema Shares and Sema ADSs (as defined below). In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Offeror by Lehman Brothers Inc., as Dealer Manager, or by one or more registered brokers or dealers licensed under the laws of such jurisdiction. The Offer Document, the Letter of Transmittal, the Form of Acceptance and related materials should not be forwarded or transmitted into Australia, Canada or Japan.

Notice of Recommended Offer to Purchase for Cash
All Outstanding Ordinary Shares
(Including those represented by American Depositary Shares)

of

Sema plc

at

560 pence Net Per Share

1,120 pence Net Per ADS (each ADS representing 2 Sema Shares)

by

Schlumberger Investments

(a wholly-owned subsidiary of Schlumberger N.V.)

Schlumberger Investments, a company incorporated in England and Wales ("Offeror") and a wholly owned subsidiary of Schlumberger N.V., a Netherlands Antilles Corporation ("Parent"), is offering to purchase (i) all issued and to be issued ordinary shares of 10 pence each ("Sema Shares") of Sema plc, a company incorporated in England and Wales (the "Company") for 560 pence each, and (ii) all American Depositary Shares of Sema, each representing two Sema Shares ("ADSs") for 1,120 pence each on the terms and subject to the conditions set forth in the Offer Document, dated February 21, 2001 (the "Offer Document"), and in the related Letter of Transmittal and Form of Acceptance (which, together with the Offer Document and any amendments or supplements thereto, collectively constitute the "Offer"). Sema Shares and Sema ADSs are referred to collectively as "Sema Securities."

THE OFFER WILL REMAIN OPEN FOR ACCEPTANCE DURING THE INITIAL OFFER PERIOD. THE INITIAL OFFER PERIOD FOR ACCEPTANCES AND WITHDRAWALS WILL EXPIRE AT 3:00 P.M. LONDON TIME, 10:00 A.M. NEW YORK CITY TIME, ON WEDNESDAY, MARCH 21, 2001, UNLESS EXTENDED TO A LATER CLOSING DATE. AT THE CONCLUSION OF THE INITIAL OFFER PERIOD, IF ALL CONDITIONS OF THE OFFER HAVE BEEN SATISFIED, FULFILLED OR, WHERE PERMITTED, WAIVED, THE OFFER WILL BE EXTENDED FOR A SUBSEQUENT OFFER PERIOD OF AT LEAST 14 CALENDAR DAYS. HOLDERS OF SEMA SECURITIES WILL HAVE THE RIGHT TO WITHDRAW THEIR ACCEPTANCES OF THE OFFER FROM THE DATE OF THIS ANNOUNCEMENT UNTIL THE SPECIFIED TIME ON THE LAST DAY OF THE INITIAL OFFER PERIOD, BUT NOT DURING THE SUBSEQUENT OFFER PERIOD.

THE DIRECTORS OF SEMA CONSIDER THE TERMS OF THE OFFER TO BE FAIR AND REASONABLE. ACCORDINGLY, THE SEMA DIRECTORS UNANIMOUSLY RECOMMEND SEMA SECURITY HOLDERS TO ACCEPT THE OFFER.

The Offer is conditional upon, among other things, valid acceptances being received (and not, where permitted, being withdrawn) by not later than 3:00 p.m. London time, 10:00 a.m. New York City time on March 21, 2001 (or such later time(s) and/or date(s) as the Offeror may, subject to the rules of the City Code on Takeovers and Mergers (the "City Code") or with the consent of the Panel on Takeovers and Mergers of the UK (the "Panel") and in accordance with the Securities Exchange Act of 1934, as amended, (the "Exchange Act"), decide) in respect of not less than 90 percent (or such lower percentage as the Offeror may decide) in nominal value of the Sema Shares (including Sema Shares represented by Sema ADSs) to which the Offer relates, provided that this condition will not be satisfied unless the Offeror and/or any of its subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Offer or otherwise) Sema Shares (including Sema Shares represented by Sema ADSs) carrying in aggregate more than 50 percent of the voting rights then normally exercisable at a general meeting of Sema, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to any Sema Shares (including Sema Shares represented by Sema ADSs) that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

Offeror reserves the right (but will not be obliged, other than as may be required by the City Code or Exchange Act) at any time or from time to time to extend the Offer and, in such event, will make a public announcement of such extension in the manner described below. Except with the consent of the Panel, the Initial Offer Period for acceptances and withdrawals shall not be capable of being extended, after 3:00 p.m. London time, 10:00 a.m. New York City time, on April 22, 2001. Any decision to extend the Offer will be announced by 8:00 a.m. London time in the United Kingdom and 8:00 a.m. New York City time in the United States on the business day following the day on which the Offer was due to

expire.

If all of the conditions to the Offer are satisfied, fulfilled, or where permitted, waived, the consideration for Sema Securities purchased pursuant to the Offer will be paid, with respect to acceptances received during the Initial Offer Period, within 14 calendar days after the expiration of the Initial Offer Period. Following expiration of the Initial Offer Period, Offeror will provide a Subsequent Offer Period of at least 14 calendar days, during which time acceptances of the Offer may be received. With respect to acceptances received during the Subsequent Offer Period, consideration for those securities will be paid within 14 calendar days of receipt of acceptance. Payment for Sema Securities purchased pursuant to the Offer will be made only after timely receipt by Citibank, N.A., in its capacity as the "US Depository" for the Offer in the United States, in the case of ADSs, and by Computershare Trust Company of New York in its capacity as the US Forwarding Agent for the Offer in the United States, in the case of Sema Shares, of (i) certificates representing the Sema Shares, ADRs representing the Sema ADSs, or (only in the case of Sema ADSs) timely confirmation of book-entry transfer of such Sema ADSs evidenced by ADRs into the US Depository's account pursuant to the terms set forth in the Offer Document, (ii) the Letter of Transmittal (in the case of acceptances relating to Sema ADSs) or the relevant Form of Acceptance (in the case of acceptance relating to Sema Shares), properly completed and duly executed, with any required signature guarantees, and (iii) any other documents required by the Letter of Transmittal or the Form of Acceptance. To facilitate settlement of the Offer, unless they elect to receive pounds sterling, holders of Sema ADSs will receive cash consideration in US dollars. Holders of Sema Shares who so wish may elect, in accordance with the terms set forth in the Offer Document, to receive US dollars. Holders of Sema ADSs who so wish may elect, in accordance with the terms set out in the Offer Document, to receive cash consideration in pounds sterling.

If all of the conditions to the Offer have been either satisfied, fulfilled, or to the extent permitted, waived and Offeror has acquired or contracted to acquire, pursuant to the Offer or otherwise, at least 90 percent in nominal value of the Sema Shares (including Sema Shares represented by Sema ADSs) to which the Offer relates, before June 21, 2001, Offeror will be entitled and intends to acquire the remaining Sema Shares on the same terms as the Offer pursuant to the compulsory acquisition procedure set forth in sections 428 to 430F (inclusive) of the United Kingdom Companies Act 1985 (as amended).

If a holder of Sema ADSs wishes to accept the Offer in respect of Sema ADSs and the ADRs evidencing such Sema ADSs are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach the US Depositary while the Offer remains open for acceptances, such holder's acceptance of the Offer in respect of Sema ADSs may be effected by following the guaranteed delivery procedures set forth in the Offer Document.

Acceptances of the Offer may be withdrawn pursuant to the procedures set out below at any time from the date of this announcement until the specified time on the last day of the Initial Offer Period but not during the Subsequent Offer Period, except in certain limited circumstances as described in the Offer Document. To be effective, a written notice of withdrawal must be received on a timely basis by the party (either the US Forwarding Agent or the US Depositary) to whom the acceptance was originally sent at one of the addresses set forth in the Offer Document and must specify the name of the person who has tendered the Sema Shares or Sema ADSs, the number of Sema Shares or Sema ADSs to be withdrawn and (if ADSs have been tendered) the name of the registered holder, if different from the name of the person whose acceptance is to be withdrawn. In respect of Sema ADSs, if ADRs have been delivered or otherwise identified to the US Depositary then, prior to the physical release of such ADRs, the serial numbers shown on such ADRs must be submitted, and, unless the Sema ADSs evidenced by such ADRs have been delivered by an Eligible Institution (as defined in the Offer Document), the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Sema ADSs have been delivered pursuant to the procedures for book-entry transfer set forth in the Offer Document, any notice of withdrawal must also specify the name and number of account at the Book-Entry Transfer Facility (as defined in the Offer Document, to be credited with the withdrawn Sema ADSs and must otherwise comply with such Book-Entry Transfer Facility's procedures. All questions as to the validity (including the time of receipt) of any notice of withdrawal will be determined by the Offeror, whose determination (except as required by the Panel) shall be final and binding.

The information required to be disclosed by section (d) (1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer Document and incorporated herein by reference. Sema has provided Offeror with Sema shareholder and security position listing for the purpose of disseminating the Offer to holders of Sema Shares (including Sema Shares represented by Sema ADSs). The Offer Document, Letter of Transmittal and/or the Form of Acceptance are being mailed to holders of record of Sema Shares (including Sema Shares represented by Sema ADSs) and are being furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names or the names of whose nominees appear as holders of record for subsequent transmittal to beneficial owners of Sema Shares (including Sema Shares represented by Sema ADSs).

THE OFFER DOCUMENT AND RELATED MATERIALS CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISIONS ARE MADE WITH RESPECT TO THE OFFER.

Requests for assistance or copies of the Offer Document, the Letter of Transmittal, the Form of Acceptance and all other related materials may be directed to the Information Agent as set forth below, and copies will be furnished promptly at Offeror's expense. Except as set forth in the Offer Document, no fees or commissions will be paid to brokers, dealers or other persons for soliciting tenders of Sema Shares (including Sema Shares represented by Sema ADSs) pursuant to the Offer.

Offeror is also filing a Tender Offer Statement and other related documentation and the Company is filing a Solicitation/Recommendation Statement with the Securities and Exchange Commission today. Free copies of these documents will be available on the SEC's web site at www.sec.gov. The Tender Offer Statement may also be obtained at no charge from Offeror at 277 Park Avenue, New York, NY 10172-0266 and the Solicitation/Recommendation Statement may be obtained at no charge from the Company at Six Concourse Parkway, Suite 2700, Atlanta, Georgia 30328. Shareholders are urged to read the Tender Offer Statement, the Solicitation/Recommendation Statement and the related documentation as they will contain important information.

The directors of Schlumberger Investments listed in Schedule IVA of the Offer Document accept responsibility for the information contained in this announcement and, to the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this announcement is in accordance with the facts and does not omit anything likely to affect the import of such information. This statement is intended solely to comply with Rule 19.2 of the City Code and shall not be deemed to establish or expand liability under law, including under US federal securities laws or under the laws of any state of the US.

The Information Agent for the Offer is:

D.F. King & Co., Inc.

77 Water Street
20th Floor

New York, New York 10005-4495
Banks and Brokers Call Collect: (212) 269-5550
All Others Call Toll Free: (800) 755-7250

The Dealer Manager for the Offer is:

Lehman Brothers

Three World Financial Center
200 Vesey Street
New York, New York 10285
Call Collect: (212) 526-5044

February 21, 2001

AGREEMENT

DATED 20 February, 2001

US\$3,000,000,000

CREDIT FACILITY

FOR

SCHLUMBERGER LIMITED

SCHLUMBERGER PUBLIC LIMITED COMPANY

SCHLUMBERGER INDUSTRIES S.A.

and

SCHLUMBERGER INVESTMENTS

ARRANGED BY

J.P. MORGAN PLC

BNP PARIBAS

and

SALOMON BROTHERS INTERNATIONAL LIMITED
as Lead Arrangers

and

LEHMAN BROTHERS INTERNATIONAL (EUROPE)
as Arranger

WITH

CITIBANK INTERNATIONAL plc
as Facility Agent

Allen & Overy
London
newchange
BK:831492.7

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THIS AGREEMENT is dated 20 February, 2001

BETWEEN:

- (1) SCHLUMBERGER LIMITED (a company incorporated in the Netherlands Antilles registered at the Chamber of Commerce in Curacao with number 1674 (0) and whose registered address is Julianaplein 5, Curacao, Netherlands Antilles) (the "Company");
- (2) SCHLUMBERGER PUBLIC LIMITED COMPANY, SCHLUMBERGER INDUSTRIES S.A. and SCHLUMBERGER INVESTMENTS as original borrowers (in this capacity the "Original Borrowers");
- (3) J.P. MORGAN PLC, BNP PARIBAS, SALOMON BROTHERS INTERNATIONAL LIMITED as lead arrangers and LEHMAN BROTHERS INTERNATIONAL (EUROPE) as arranger (in this capacity the "Mandated Arrangers");
- (4) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (Original Parties) as original lenders (the "Original Lenders");
- (5) J.P. MORGAN PLC as bookrunner (in this capacity the "Bookrunner"); And
- (6) CITIBANK INTERNATIONAL plc as facility agent (in this capacity the "Facility Agent").

IT IS AGREED as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In this Agreement:

"Accession Agreement"

means a letter, substantially in the form of Part I of Schedule 7 (Form of Accession Agreement), with such amendments as the Facility Agent may approve or reasonably require.

"Additional Borrower"

means a member of the Group which becomes a Borrower after the date of this Agreement.

"Administrative Party"

means an Arranger or the Facility Agent.

"ADRs"

means American Depositary Receipts in respect of the Shares.

"Affiliate"

means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

"Arranger"

means a Mandated Arranger or the Bookrunner.

"Availability Period"

means the period from and including the date of this Agreement to and including the Term Date.

"Borrower"

means the Company, an Original Borrower or an Additional Borrower.

"Borrower Sub-limit"

means:

- (a) in the case of SISA, US\$1,500,000,000;
- (b) in the case of Schlumberger PLC, US\$1,000,000,000;
- (c) in the case of Schlumberger Investments, US\$1,000,000,000; and
- (d) in the case of the aggregate Loans outstanding at any time borrowed by Schlumberger PLC and Schlumberger Investments, US\$1,000,000,000.

"Break Costs"

means the amount (if any) which a Lender is entitled to receive under Clause 24.3 (Break Costs) as compensation if any part of a Loan or overdue amount is prepaid.

"Business Day"

means a day (other than a Saturday, a Sunday or a public holiday) on which banks are open for general business in London and:

- (a) if on that day a payment in or a purchase of a currency (other than euro) is to be made, the principal financial centre of the country of that currency; or
- (b) if on that day a payment in or a purchase of euro is to be made, which is also a TARGET Day.

"Comfort Letter"

means the comfort letter dated on or about the date of this Agreement from the Company to the Finance Parties, in the form set out in Schedule 10 (Form of Comfort Letter).

"Commitment"

means:

- (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) under the heading "COMMITMENTS" and the amount of any other Commitment it acquires; and
 - (b) for any other Lender, the amount of any Commitment it acquires,
- to the extent not cancelled, transferred or reduced under this Agreement.

"Dangerous Substance"

means any radioactive emissions and any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) and including (without limitation) any controlled, special, hazardous, toxic, radioactive or dangerous waste, is capable of causing harm to man or any other living organism or damaging the Environment or public health.

"Default"

means:

- (a) an Event of Default; or
- (b) an event which would be (with the expiry of a grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of them) an Event of Default.

"Dollars" or "US\$"

means the lawful currency for the time being of the United States of America.

"Environment"

means all, or any of, the following media: the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil).

"Environmental Claim"

means any claim by any person:

- (a) in respect of any loss or liability suffered or incurred by that person as a result of or in connection with any violation of Environmental Law; or
- (b) that arises as a result of or in connection with Environmental Contamination and that is capable of giving rise to any remedy or penalty (whether interim or final) that may be enforced or assessed by private or public legal action or administrative order or

proceedings including, without limitation, any such claim that arises from injury to persons or property.

"Environmental Contamination"

means each of the following and their consequences:

- (a) any release, emission, leakage or spillage of any Dangerous Substance at or from any site owned or occupied by an Obligor or any Material Subsidiary of an Obligor into any part of the Environment;
- (b) any accident, fire, explosion or sudden event at any site owned or occupied by an Obligor or any Material Subsidiary of an Obligor which is directly caused by or attributable to any Dangerous Substance; or
- (c) any other pollution of the Environment arising at or from any site owned or occupied by an Obligor or any Material Subsidiary of an Obligor.

"Environmental Law"

means all laws and regulations concerning pollution, the Environment or Dangerous Substances.

"Environmental Licence"

means any authorisation required by any Environmental Law.

"ERISA"

means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued under it.

"ERISA Group"

means the Company and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Company, are treated as a single employer under Section 414 of the Internal Revenue Code.

"EURIBOR"

means for a Term of any Loan or overdue amount in euro:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for that Term of that Loan or overdue amount, the arithmetic mean (rounded upward to four decimal places) of the rates as supplied to the Facility Agent at its request quoted by the Reference Banks to leading banks in the European interbank market,

as of 11.00 a.m. (Brussels time) on the Rate Fixing Day for the offering of deposits in euro for a period comparable to that Term.

"euro" OR "E"

means the single currency of the Participating Member States.

"Event of Default"

means an event specified as such in this Agreement.

"Facility"

means the credit facility made available under this Agreement.

"Facility Office"

means the office(s) notified by a Lender to the Facility Agent:

- (a) on or before the date it becomes a Lender; or
- (b) by not less than five Business Days' notice,

as the office(s) outside the U.S.A. through which it will perform its obligations under this Agreement.

"Fee Letter"

means any letter entered into by reference to this Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in this Agreement.

"Final Maturity Date"

means:

- (a) the Initial Final Maturity Date; or
- (b) if the Term-out Option is exercised, the date falling 364 days after the Initial Final Maturity Date.

"Finance Document"

means:

- (a) this Agreement;
- (b) a Fee Letter;
- (c) a Transfer Certificate;
- (d) an Accession Agreement;
- (e) a Subordination Agreement; or
- (f) any other document designated as such by the Facility Agent and the Company.

"Finance Party"

means a Lender or an Administrative Party.

"Financial Indebtedness"

means any indebtedness (without double counting) for or in respect of:

- (a) moneys borrowed;
- (b) any acceptance or documentary credit;
- (c) any bond, note, debenture, loan stock or other similar instrument;
- (d) any finance or capital lease;
- (e) receivables sold or discounted (otherwise than on a non-recourse basis);
- (f) the acquisition cost of any asset to the extent payable more than 180 days before or after its acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset;
- (g) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing; or
- (h) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in paragraphs (a) to (g) above.

"Group"

means the Company and its Subsidiaries.

"Holding Company"

of any other person, means a company in respect of which that other person is a Subsidiary.

"IBOR"

means LIBOR or EURIBOR.

"Increased Cost"

means:

- (a) an additional or increased cost;
- (b) a reduction in the rate of return under a Finance Document or on its overall capital; or
- (c) a reduction of an amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates but only to the extent attributable to that Finance Party having entered into any Finance Document or funding or performing its obligations under any Finance Document.

"Initial Final Maturity Date"

means the date falling 364 days after the date of this Agreement.

"Internal Revenue Code"

means the Internal Revenue Code 1986, as amended from time to time, and the regulations promulgated and rulings issued under it.

"Lender"

means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of this Agreement.

"LIBOR"

means for a Term of any Loan or overdue amount denominated in a currency other than euro:

- (a) the applicable Screen Rate; or
- (b) if no Screen Rate is available for the relevant currency or Term of that Loan or overdue amount, the arithmetic mean (rounded upward to four decimal places) of the rates, as supplied to the Facility Agent at its request, quoted by the Reference Banks to leading banks in the London interbank market,

as of 11.00 a.m. on the Rate Fixing Day for the offering of deposits in the currency of that Loan or overdue amount for a period comparable to that Term.

"Loan"

means, unless otherwise stated in this Agreement, the principal amount of each borrowing under this Agreement or the principal amount outstanding of that borrowing.

"Majority Lenders"

means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate 66 2/3 per cent. or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 66 2/3 per cent. or more of the Total Commitments; or

- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 66 /2/3/ per cent. or more of the Total Commitments immediately before the reduction.

"Mandatory Cost"

means the cost of complying with certain regulatory requirements, expressed as a percentage rate per annum and calculated by the Facility Agent under Schedule 4 (Calculation of the Mandatory Cost).

"Margin"

means:

- (a) in the case of a Loan to:

(i) the Company; or

(ii) for the period ending on the date falling 3 months after the first utilisation of the Facility by any Borrower, Schlumberger Investments,

0.30 per cent. per annum; and

- (b) in the case of:

(i) a Loan to any Borrower other than the Company or Schlumberger Investments; and

(ii) a Loan to Schlumberger Investments at any time after the date falling 3 months after the first utilisation of the Facility by any Borrower,

0.35 per cent. per annum.

"Margin Stock"

has the meaning given to it in the Regulations.

"Market Purchases"

has the meaning given to that term in Clause 4.1 (Defined terms).

"Material Adverse Effect"

means a material adverse effect on:

- (a) the business or financial condition of the Group as a whole; or

(b) the ability of any Obligor to perform its obligations under any Finance Document.

"Material Subsidiary"

means, at any time:

- (a) (i) a Subsidiary of Schlumberger PLC or SISA, the book value of whose total assets then exceed US\$50,000,000 (or its equivalent in any other currency); or
- (ii) any other member of the Group which has acquired since the date of this Agreement, total assets from the Obligors and/or the Material Subsidiaries the book value of which in aggregate exceeds US\$50,000,000 (or its equivalent in any other currency); and
- (b) for the purposes of Clause 20.5 (Cross-acceleration) only, a direct Subsidiary of the Company the book value of whose total assets then exceeds US\$50,000,000 (or its equivalent in any other currency).

For this purpose:

- (i) the total assets of a Subsidiary of the Company, Schlumberger PLC or SISA, as appropriate, will be determined from its latest financial statements (unconsolidated if it has Subsidiaries); and
- (ii) if there is a dispute as to whether or not a company is a Material Subsidiary, a certificate of the auditors of the Company will be, in the absence of manifest error, conclusive.

"Maturity Date"

means the last day of the Term of a Revolving Credit Loan.

"Multiemployer Plan"

means at any time, an employee pension benefit plan, within the meaning of Section 4001(a)(3) of ERISA, to which any member of the ERISA Group;

- (a) is then making or accruing an obligation to make contributions; or
- (b) has within the preceding five plan years made contributions, including for these purposes any person which ceased to be a member of the ERISA Group during that five year period and in respect of which any member of the ERISA Group could reasonably be expected to have liability under Title IV of ERISA.

"Obligor"

means the Company or a Borrower.

"Offer"

means the offer made or to be made by Lehman Brothers on behalf of Schlumberger Investments to purchase the Target's Shares on the terms set out in the Offer Document (as

such offer may from time to time be amended, added to, revised, renewed or waived) and including any offer to acquire ADRs and any proposal to be made by or on behalf of Schlumberger Investments to the holders of options to subscribe for the Target's Shares under any Target share option scheme.

"Offer Document"

means the offer document issued or to be issued by the Company to shareholders of the Target in respect of the Offer.

"Original Financial Statements"

means the audited consolidated financial statements of the Company for the year ended 31st December, 1999.

"Original Obligor"

means the Company or an Original Borrower.

"Participating Member State"

means a member state of the European Communities that adopts or has adopted the euro as its lawful currency under the legislation of the European Union for European Monetary Union.

"Party"

means a party to this Agreement.

"Permitted Transaction"

means:

- (a) the divestiture by the Group of the manufacturing activities relating to metering "RMS";
- (b) the divestiture of the automated test activities business line "ATE";
- (c) an intra-Group re-organisation of a Material Subsidiary on a solvent basis; or
- (d) any other transaction agreed to by the Majority Lenders.

"Plan"

means at any time an employee pension benefit plan (other than a Multiemployer Plan), which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either:

- (a) is maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group; or
- (b) has at any time within the preceding five years been maintained, or contributed to, by any person which was at that time a member of the ERISA Group for employees of any person which was at that time a member of the ERISA Group and in respect of

which any member of the ERISA Group could reasonably be expected to have liability under Title IV of ERISA.

"Press Release"

means the press release to be made by or on behalf of the Company announcing the terms of the Offer.

"Pro Rata Share"

means:

- (a) for the purpose of determining a Lender's share in a Loan, the proportion which its Commitment bears to the Total Commitments; and
- (b) for any other purpose on a particular date:
 - (i) the proportion which a Lender's share of the Loans (if any) bears to all the Loans;
 - (ii) if there is no Loan outstanding on that date, the proportion which its Commitment bears to the Total Commitments on that date; and
 - (iii) if the Total Commitments have been cancelled, the proportion which its Commitments bore to the Total Commitments immediately before being cancelled,

"Rate Fixing Day"

means:

- (a) the first day of a Term for a Loan denominated in Sterling;
- (b) the second Business Day before the first day of a Term for a Loan denominated in any other currency,

or such other day as the Facility Agent determines is generally treated as the rate fixing day by market practice in the relevant interbank market.

"Reference Banks"

means the London branch of each of The Chase Manhattan Bank, BNP Paribas and Citibank, N.A. and any other bank or financial institution appointed as such by the Facility Agent under this Agreement.

"Regulation U"

means regulation U of the Board of Governors of the United States Federal Reserve System.

"Regulation X"

means regulation X of the Board of Governors of the United States Federal Reserve System.

"Repeating Representations"

means the representations which are deemed to be repeated under this Agreement.

"Request"

means a request for a Loan, substantially in the form of Schedule 3 (Form of Request).

"Revolving Credit Facility"

means the revolving credit facility made available under this Agreement.

"Revolving Credit Loan"

means a Loan under the Revolving Credit Facility.

"Rollover Loan"

means one or more Revolving Credit Loans:

- (a) to be made on the same day that a maturing Revolving Credit Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Loan;
- (c) in the same currency as the maturing Revolving Credit Loan; and
- (d) to be made to the same Borrower for the purpose of refinancing a maturing Revolving Credit Loan.

"Screen Rate"

means:

- (a) for LIBOR, the British Bankers Association Interest Settlement Rate (if any); and
- (b) for EURIBOR, the percentage rate per annum determined by the Banking Federation of the European Union,

for the relevant currency and Term displayed on the appropriate page of the Telerate screen selected by the Facility Agent. If the relevant page is replaced or the service ceases to be available, the Facility Agent (after consultation with the Company and the Lenders) may specify another page or service displaying the appropriate rate.

"Security Interest"

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

"Shareholders' Funds"

means, for a Borrower, the aggregate of:

- (a) the amount for the time being paid up or credited as being paid up on the issued share capital of that Borrower;
- (b) the reserves of that Borrower (including any share premium accounts and any capital reserves); and
- (c) the consolidated retained earnings of that Borrower (less any amount standing to the debit of the consolidated profit and loss account of that Borrower),

less any amount included in the above which is attributable to equity interests of minority shareholders, all as calculated in accordance with accounting principles or standards generally accepted in its jurisdiction of incorporation, consistently applied.

"Schlumberger Investments"

means Schlumberger Investments, a company incorporated in England with registered number 4157867.

"Shares"

means all the issued shares in the capital of the Target (including any shares of the Target issued or to be issued whilst the Offer remains open for acceptance).

"Sisa"

means Schlumberger Industries S.A., a company incorporated in France with registered number B 542 062 120 RCS Nanterre.

"Subordination Agreement"

means a Subordination Agreement substantially in the form of Schedule 11.

"Subordinated Debt"

means Financial Indebtedness of the relevant Borrower which has been subordinated substantially on the terms set out in a duly executed Subordination Agreement.

"Subsidiary"

means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and "CONTROL" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital or by contract.

"Syndication"

means general syndication of the Facility by the Arrangers.

"Target"

means SEMA plc.

"TARGET Day"

means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro.

"Target Group"

means the Target and its Subsidiaries.

"Tax"

means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

"Tax Deduction"

means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"Tax Payment"

means a payment made by an Obligor to a Finance Party in any way relating to a Tax Deduction or under any indemnity given by that Obligor in respect of Tax under any Finance Document.

"Term"

means each period determined under this Agreement by reference to which interest on a Loan or an overdue amount is calculated.

"Term Date"

means the earlier of:

- (a) if the Unconditional Date has not then occurred, the date falling 130 days after the date of the announcement of the Offer;
- (b) the date upon which the Offer is terminated or withdrawn; or
- (c) the date falling 30 days prior to the Initial Final Maturity Date.

"Term Loan"

means a Loan drawn down after the Term-out Date.

"Term-out Date"

means the date of the exercise of the Term-out Option.

"Term-out Option"

means the option specified in Clause 6.5 (Term-out Option).

"Total Commitments"

means the Commitments of all the Lenders.

"Transfer Certificate"

means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate), with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company.

"Unconditional Date"

means the date on which the Offer is declared unconditional by (or on behalf of) the Company in all respects.

"U.K."

means the United Kingdom.

"Unfunded Liabilities"

means with respect to any Plan at any time, the amount (if any) by which:

(a) the value of all benefit liabilities under that Plan, determined on a plan termination basis using the assumptions used for funding the Plan pursuant to Section 412 of the Internal Revenue Code; exceeds

(b) the fair market value of all Plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions),

all as determined by the Plan actuary as of the Plan's then most recent valuation date.

"U.S.A."

means the United States of America.

"Utilisation Date"

means each date on which the Facility is utilised.

1.2 Construction

(a) In this Agreement, unless the contrary intention appears, a reference to:

(i) an "amendment" includes a supplement, novation, restatement or re-enactment and "amended" will be construed accordingly;

"assets" includes present and future properties, revenues and rights of every description;

an "authorisation" includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;

"disposal" means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and "dispose" will be construed accordingly;

"indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money;

a "person" includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;

a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (ii) a currency is a reference to the lawful currency for the time being of the relevant country;
 - (iii) a Default being "outstanding" means that it has not been remedied or waived;
 - (iv) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (v) a Clause, a Subclause or a Schedule is a reference to a clause or subclause of, or a schedule to, this Agreement;
 - (vi) a person includes its successors in title, permitted assigns and permitted transferees;
 - (vii) a Finance Document or another document is a reference to that Finance Document or other document as amended; and
 - (viii) a time of day is a reference to London time.
- (b) Unless the contrary intention appears, a reference to a "month" or "months" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
- (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
 - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
 - (iii) notwithstanding sub-paragraph (i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (c) (i) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to a Finance Document may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

(ii) Notwithstanding any term of any Finance Document, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of that Finance Document.

(d) Unless the contrary intention appears:

- (i) a reference to a Party will not include that Party if it has ceased to be a Party under this Agreement;
- (ii) an amount in euro is payable only in the euro unit;
- (iii) a term used in any other Finance Document or in any notice given in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement;
- (iv) if there is an inconsistency between this Agreement and any other Finance Document this Agreement will prevail;
- (v) any obligation of an Obligor under the Finance Documents which is not a payment obligation remains in force for so long as any payment obligation is or may be outstanding under the Finance Documents; and

(e) the headings in this Agreement do not affect its interpretation.

1.3 French Terms

In this Agreement, a reference to:

- (a) a "winding up, administration or dissolution" means, in respect of an Obligor incorporated in France only, a redressement judiciaire, cession totale de l'entreprise or liquidation judiciaire under Articles L.620-1 et seq. of the French Commercial Code;
- (b) a "composition, assignment or similar arrangement with any creditor" includes a reglement amiable under Articles L.611-3 et seq. of the French Commercial Code but excludes any step taken under Article L.611-2;
- (c) a "compulsory manager, receiver, administrator" includes an administrateur judiciaire, administrateur provisoire or mandataire liquidateur;
- (d) a "lease" includes an "operation de credit bail";
- (e) a "reconstruction" includes any contribution of part of its business in consideration of shares (apport partiel d'actifs) and any demerger (scission) implemented in accordance with Articles L.236-1 to L236-24 of the French Commercial Code;
- (f) a "Security interest" includes any type of security (surete reelle) and transfer by way of security; and
- (g) a person being "unable to pay its debts" includes that person being in a state of cessation des paiements.

2. FACILITY

2.1 Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrowers a revolving credit facility (with a term out option) in an aggregate amount equal to the Total Commitments.

2.2 Nature of a Finance Party's rights and obligations

Unless otherwise agreed by all the Finance Parties:

- (a) the obligations of a Finance Party under the Finance Documents are several;
- (b) failure by a Finance Party to perform its obligations does not affect the obligations of any other Party under the Finance Documents;
- (c) no Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents;
- (d) the rights of a Finance Party under the Finance Documents are separate and independent rights;
- (e) a debt arising under the Finance Documents to a Finance Party is a separate and independent debt; and
- (f) a Finance Party may, except as otherwise stated in the Finance Documents, separately enforce those rights.

2.3 Nature of Borrower's rights and obligations

Unless otherwise agreed by the Company:

- (a) the obligations of a Borrower under the Finance Documents are several; and
- (b) failure by a Borrower to perform its obligations does not affect the obligations of any other Party under the Finance Documents.

3. PURPOSE

3.1 Loans

Each Loan may be used for:

- (a) financing or refinancing:
 - (i) all or part of the consideration in respect of the Offer;
 - (ii) any fees and expenses in relation to the Offer;
 - (iii) any borrowings of the Target or its Subsidiaries which are outstanding on the Unconditional Date;

(iv) Market Purchases; and/or

(v) intra-Group indebtedness incurred to finance Market Purchases.

(b) general corporate purposes of the Company and the Original Borrowers (including any direct or indirect subscription for equity in Schlumberger Investments),

provided that no part of a Loan may be used, directly indirectly or ultimately to finance the purchase of the ADRs.

3.2 No obligation to monitor

No Finance Party is bound to monitor or verify the utilisation of the Facility.

4. THE OFFER

4.1 Defined terms

In this Subclause:

"Certain Funds Period"

means the period beginning on the date of the Press Release and ending on the earlier of:

(a) if no section 429 Notice has been given, the date falling four months after the date of posting of the Offer Document; or

(b) if the Company has given a Section 429 Notice, the later of:

(i) the first Business Day after the expiry of six weeks from the date on which the final Section 429 Notice is given by the Company; and

(ii) if an application to court is made under section 430C(1) of the Companies Act 1985 in relation to any Section 429 Notice, the first Business Day after the last day on which that application is disposed of; and

(c) the date falling 6 months after the date of the issue of the Press Release.

"Clean-up Period"

means the period commencing on the Unconditional Date and ending on the date which is 90 days after the Unconditional Date.

"Code"

means the City Code on Takeovers and Mergers.

"Major Breach"

means a breach of:

(a) Clause 19.4 (Pari passu);

- (b) Clause 19.5 (Negative pledge);
- (c) Clause 19.6 (Transactions similar to security);
- (d) Clause 19.7 (Disposals); or
- (e) Clause 19.9 (Mergers).

"Major Default"

means any of the following Events of Default:

- (a) Clause 20.2 (Non-payment);
- (b) Clause 20.3 (Breach of other obligations) but only insofar as it relates to a Major Breach;
- (c) Clause 20.4 (Misrepresentation) but only insofar as it relates to a Major Representation;
- (d) Clauses 20.6 (Insolvency) and 20.7 (Insolvency proceedings) but only as it relates to an Obligor;
- (e) Clause 20.10 (Effectiveness of Finance Documents); or
- (f) Clause 20.11 (a) (Ownership of the Obligors).

"Major Representation"

means any of the following representations contained in this Agreement:

- (a) 17.2(a) (Status);
- (b) 17.3 (Powers and authority);
- (c) 17.4 (Legal validity); or
- (d) 17.5 (Non conflict).

"Market Purchases"

any on-market or off-market purchases of the Shares outside the Offer.

"Offer Loan"

means any Loan the direct or indirect purpose of which is to finance the acquisition of Shares under the Offer, including under the procedures in Sections 428-430 of the Companies Act 1985.

"Panel"

means the Panel on Takeovers and Mergers.

"Section 429 Notice"

means a notice under Section 429(2) of the Companies Act 1985 to a shareholder of the Target who has not accepted the Offer compulsorily acquiring the Shares of that shareholder.

4.2 Press Releases

Unless required by the Code or any law or regulation, the Company must not make any statement or announcement (other than the Press Release) containing any information or statement concerning the Finance Documents or the Finance Parties without the prior approval of the Arrangers. The approval of the Arrangers must not be unreasonably withheld or delayed.

4.3 Certain Funds

(a) Notwithstanding any term of this Agreement, during the Certain Funds Period no Lender is entitled to:

- (i) refuse to participate in any Offer Loan;
- (ii) cancel a Commitment;
- (iii) exercise any right of rescission, set off or similar right or remedy which it may have in relation to any Offer Loan; or
- (iv) accelerate repayment of any Offer Loan,

except as provided below in this Subclause.

(b) Paragraph (a) does not apply if the entitlement arises because:

- (i) the Company has not delivered all of the documents required under this Clause or Part I of Schedule 2 (Conditions precedent documents);
- (ii) a Major Representation is not accurate in all material respects or will not be accurate in all material respects immediately after the Offer Loan is made;
- (iii) a Major Default is outstanding or will result from the making of the Offer Loan;
- (iv) it is unlawful for the Lender to perform any of its obligations under the Finance Documents; or
- (v) in the case of an Offer Loan to be made to a Borrower other than the Company, that Borrower is not, or would not be after the borrowing of that Loan, in compliance with its obligations under Clause 19.12 (Borrower financial condition).

(c) Nothing in this Subclause will affect the rights of any Finance Party in respect of any outstanding Default upon expiry of the Certain Funds Period irrespective of whether that Default occurred during the Certain Funds Period or not.

4.4 Clean-up Period

Notwithstanding any term of this Agreement, during the Clean-Up Period references to the Group or any member of the Group in the following Subclauses will not include any member of the Target Group:

- (a) Clause 17.2(b) (Status);
- (b) Clause 19.2 (Authorisations);
- (c) Clause 19.3 (Compliance with laws);
- (d) Clause 19.5 (Negative pledge);
- (e) Clause 19.6 (Transactions similar to security);
- (f) Clause 19.7 (Disposals);
- (g) Clause 19.11 (Environmental matters);
- (h) Clause 19.12 (Insurance); and
- (i) Clause 20.5 (Cross-acceleration).

4.5 Compliance

Each Obligor must comply in all material respects with the Financial Services Act 1986, the Companies Act 1985 and all other laws and regulations material in the context of the Offer, including the Code and any relevant laws and regulations in France and U.S.A.

4.6 Information

The Company must promptly supply to the Facility Agent:

- (a) copies of all documents, notices or announcements publicly issued by it in relation to the Offer; and
- (b) any other information regarding the Offer, including as to level of acceptances, as the Facility Agent may reasonably request,

in each case to the extent permitted by law and by the Panel.

4.7 Section 429 Notices

The Company must give Section 429 Notices promptly upon the conditions contained in the Companies Act 1985 for the giving of those notices being satisfied.

4.8 Level of acceptances

The Company must not declare the Offer unconditional in any respect unless it would result in the Company owning beneficially more than fifty per cent. of the issued voting share capital of the Target.

4.9 Offer Indemnity

- (a) The Company must indemnify each Finance Party against any loss or liability which that Finance Party incurs as a consequence of any litigation proceeding, arising, pending or threatened against that Finance Party in connection with or arising out of any Finance Document or the Offer (whether or not made), unless it is caused by the gross negligence or wilful misconduct of that Finance Party.
- (b) Each Finance Party must notify the Company of any claim or potential claim under this Clause promptly upon becoming aware of it. A Finance Party will not settle any claim, without prior consultation with the Company and, to the extent it does not prejudice that Finance Party, taking into account the Company's interests.

5. CONDITIONS PRECEDENT

5.1 Conditions precedent documents

No Loan may be made until the Facility Agent has notified the Company and the Lenders that it has received:

- (a) all of the documents and evidence set out in Part I of Schedule 2 (Conditions precedent documents); and
- (b) in the case of Loans to SISA only, a resolution of the shareholders of SISA ratifying execution of this Agreement by SISA,

each of which, unless marked to the contrary in that Schedule, must be in form and substance satisfactory to the Facility Agent (acting reasonably). The Facility Agent must give this notification as soon as reasonably practicable.

5.2 Further conditions precedent

The obligations of each Lender to participate in any Loan and the exercise of the Term-out Option are subject to the further conditions precedent that on both the date of the Request and the Utilisation Date for that Loan or on the Term-out Date:

- (a) the Repeating Representations are accurate in all material respects; and
- (b) no Default or, in the case of a Rollover Loan, no Event of Default is outstanding or would result from the Loan.

5.3 Maximum number

Unless the Facility Agent agrees, a Loan may not be made if, as a result, there would be more than 15 Loans outstanding.

6. UTILISATION

6.1 Giving of Requests

- (a) A Borrower may borrow a Loan by giving to the Facility Agent a duly completed Request.

- (b) Unless the Facility Agent otherwise agrees, the latest time for receipt by the Facility Agent of a duly completed Request is 11.00 a.m. one Business Day before the Rate Fixing Day for the proposed borrowing.
- (c) Each Request is irrevocable.

6.2 Completion of Requests

A Request will not be regarded as having been duly completed unless:

- (a) it identifies the Borrower;
- (b) the Utilisation Date is a Business Day falling within the Availability Period; and
- (c) the proposed currency, amount and Term comply with this Agreement.

Only one Loan may be requested in a Request.

6.3 Amount of Loan

- (a) Except as provided below, the amount of the Loan must be a minimum of US\$5,000,000, (Pounds)3,000,000 or (Euro)5,000,000 or its equivalent in accordance with Clause 7 (Optional Currencies) and an integral multiple of 1,000,000 units of that currency.
- (b) The amount of the Loan may also be the balance of the relevant undrawn Total Commitments or the relevant Borrower Sub-limit or such other amount as the Facility Agent or the Lenders may agree.
- (c) The amount of each Lender's share of the Loan will be its Pro Rata Share on the proposed Utilisation Date.

6.4 Advance of Loan

- (a) The Facility Agent must promptly notify each Lender of the details of the requested Loan and the amount of its share in that Loan.
- (b) No Lender is obliged to participate in a Loan if as a result:
 - (i) its share in the Loans would exceed its Commitment;
 - (ii) the Loans would exceed the Total Commitments; or
 - (iii) the aggregate Loans outstanding to the relevant Borrower would exceed any Borrower Sub-limit for that Borrower.
- (c) If the conditions set out in this Agreement have been met, each Lender must make its share in the Loan available to the Facility Agent for the relevant Borrower on the Utilisation Date.

6.5 Term-out Option

- (a) The Company may by notice to the Facility Agent at any time before the date falling 30 days before the Initial Final Maturity Date opt to convert the Revolving Credit Facility into a term

loan facility. The giving of this notice constitutes the exercise of the Term-out Option by the Company.

(b) With effect from the Term-out Date:

- (i) Loans may continue to be borrowed under the Revolving Credit Facility for the remainder of the Availability Period;
- (ii) any Loan borrowed after that date will be a Term Loan;
- (iii) the first Term for any such Loan may overrun the Initial Final Maturity Date;
- (iv) any Revolving Credit Loan outstanding on the date of the exercise of the Term-out Option must be repaid on its Maturity Date but may be re-borrowed, subject to the terms of this Agreement, as a Term Loan; and
- (v) the unutilised amount of the Total Commitments will be automatically cancelled at close of business on the Initial Final Maturity Date.

(c) The Company must pay to the Facility Agent for the Lenders on the Term-out Date a fee equal to 0.05 per cent. flat of the Total Commitments on that date.

7. OPTIONAL CURRENCIES

7.1 General

In this Clause:

"Agent's Spot Rate of Exchange"

means the Facility Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market with US Dollars at or about 11.00 a.m. on a particular day.

"US Dollar Amount"

of a Loan or part of a Loan means:

- (a) if the Loan is denominated in US Dollars, its amount;
- (b) if the Loan is a Term Loan denominated in an Optional Currency, its Original US Dollar Amount; or
- (c) in the case of any other Loan, if the Loan is denominated in an Optional Currency for a Term, its equivalent in US Dollars calculated on the basis of the Agent's Spot Rate of Exchange one Business Day before the Rate Fixing Day for that Term.

"Optional Currency"

means any currency (other than US Dollars) in which a Loan may be denominated under this Agreement.

"Original US Dollar Amount"

means, for a Term Loan denominated in an Optional Currency, the equivalent in US Dollars if it had first been drawn down and had remained denominated in US Dollars, adjusted to reflect any repayment, prepayment, consolidation or splitting of that Term Loan.

7.2 Selection

- (a) A Borrower must select the currency of a Loan in its Request.
- (b) (i) The amount of a Revolving Credit Loan requested must be a minimum amount of the equivalent of US\$5,000,000, (Pounds)3,000,000 or e5,000,000 and an integral multiple of 1,000,000 units of that currency.
- (ii) The amount of a Term Loan requested must be a minimum Original US Dollar Amount of US\$5,000,000, (Pounds)3,000,000 or e5,000,000 and an integral multiple of an Original US Dollar Amount of US\$1,000,000. The amount of a Term Loan in an Optional Currency will be calculated by reference to its Original US Dollar Amount.
- (c) Unless the Facility Agent otherwise agrees, the Loans may not be denominated at any one time in more than 4 currencies.

7.3 Conditions relating to Optional Currencies

A Loan may be denominated in an Optional Currency for a Term if that Optional Currency is euros, Sterling or is any other currency which is readily available in the amount required and freely convertible into US Dollars in the relevant interbank market on the Rate Fixing Day and the first day of that Term.

7.4 Revocation of currency

- (a) Notwithstanding any other term of this Agreement, if before 9.30 a.m. on any Rate Fixing Day the Facility Agent receives notice from a Lender that:
 - (i) the Optional Currency requested is not readily available to it in the relevant interbank market in the amount and for the period required; or
 - (ii) participating in a Loan in the proposed Optional Currency might contravene any law or regulation applicable to it,
 the Facility Agent must give notice to the Company to that effect promptly and in any event before 11.00 a.m. on that day.
- (b) In this event:
 - (i) that Lender must participate in the Loan in US Dollars; and
 - (ii) the share of that Lender in the Loan and any other similarly affected Lender(s) will be treated as a separate Loan denominated in US Dollars during that Term.
- (c) Any part of a Loan treated as a separate Loan under this Subclause will not be taken into account for the purposes of any limit on the number of Loans or currencies outstanding at any one time.

- (d) A Revolving Credit Loan will still be treated as a Rollover Loan if it is not denominated in the same currency as the maturing Revolving Credit Loan by reason only of the operation of this Subclause.

7.5 Optional Currency equivalents

- (a) The equivalent in US Dollars of a Loan or part of a Loan in an Optional Currency for the purposes of calculating:
- (i) whether any limit under this Agreement has been exceeded;
 - (ii) the amount of a Loan;
 - (iii) the share of a Lender in a Loan;
 - (iv) the amount of any repayment of a Loan; or
 - (v) the undrawn amount of a Lender's Commitment,
- is its US Dollar Amount.
- (b) The rate of exchange to be used for calculating the amount in US Dollars of any repayment or prepayment of a Term Loan in an Optional Currency is that last used for determining the amount of the Term Loan in that Optional Currency.

7.6 Term Loans - change of currency

- (a) A Term Loan will remain denominated in the same currency through successive Terms, unless the currency is changed under paragraph (c) below.
- (b) A Borrower may change the currency of a Term Loan denominated in Dollars or an Optional Currency to Dollars or a different Optional Currency with effect from the start of a Term by giving notice to the Facility Agent by 9.00 a.m. three Business Days before the first day of that Term. The Term Loan will remain denominated in that currency until it is changed again under this Subclause.
- (c) If a Term Loan is to be denominated in different currencies during successive Terms:
- (i) a Borrower must repay that Term Loan on the last day of its current Term in the currency in which it is then denominated (the "old currency"); and
 - (ii) the Lenders must, subject to the terms of this Agreement, re-advance the Term Loan in the currency in which the relevant Borrower requires the Term Loan to be denominated for the next Term (the "new currency").

The amount of the Loan in the new currency will be calculated by reference to its Original US Dollar Amount.

- (d) Alternatively, if the Facility Agent and the relevant Borrower agree, the Facility Agent may apply the amount (or so much of that amount as is necessary) of the Term Loan in the new currency to purchase an amount of the old currency sufficient to discharge the obligation of the relevant Borrower to repay the Term Loan in the old currency.

- (e) The Facility Agent must apply any amount of the old currency purchased under paragraph (d) above towards repaying the Term Loan in the old currency. The Facility Agent will promptly notify the relevant Borrower if there is a shortfall. In this event, the relevant Borrower must pay to the Facility Agent on the date the Term Loan is due to be repaid in the old currency an amount in the old currency equal to the shortfall.
- (f) If the day on which the old currency is due to be repaid is not also a Business Day for the new currency:
 - (i) the Facility Agent must notify the Company and the Lenders promptly;
 - (ii) the Term Loan will remain in the old currency until the next day which is a Business Day for both the old and the new currencies; and
 - (iii) during this period, the Term Loan will have Terms running from one Business Day to the next Business Day.
- (g) The Company must indemnify the Facility Agent against any loss or liability incurred by the Facility Agent as a result of any foreign exchange contract entered into for the purpose of this Clause.

7.7 Term Loans - continuing in same Optional Currency

- (a) If a Term Loan is to be denominated in the same Optional Currency during two successive Terms, the Facility Agent must calculate the amount of the Term Loan in the Optional Currency for the second of those Terms.
- (b) The amount of the Term Loan in the Optional Currency for the second Term will be the amount determined by notionally converting into that Optional Currency the Original US Dollar Amount of the Term Loan on the basis of the Agent's Spot Rate of Exchange one Business Day before the Rate Fixing Day for that Term.
- (c) If the amount calculated is less than the existing amount of that Term Loan in the Optional Currency during the current Term, the relevant Borrower must pay on the last day of the current Term an amount equal to the difference.
- (d) If the amount calculated is more than the existing amount of that Term Loan in the Optional Currency during the current Term, each Lender must on the last day of the current Term pay its Pro Rata Share of the difference.
- (e) If the calculation made by the Facility Agent under paragraph (a) above shows that the amount of the Term Loan in the Optional Currency has increased or decreased by less than five per cent., no payment is required under paragraph (c) or (d) above.

7.8 Notification

The Facility Agent must notify the Lenders and the Company of the relevant US Dollar Amount (and the applicable Agent's Spot Rate of Exchange) promptly after they are ascertained.

8. REPAYMENT

8.1 Repayment of Term Loans

Each Borrower must repay the Term Loans made to it in full on the Final Maturity Date.

8.2 Repayment of Revolving Credit Loans

- (a) Each Borrower must repay each Revolving Credit Loan made to it in full on its Maturity Date.
- (b) Subject to the other terms of this Agreement, any amounts repaid under paragraph (a) above may be re-borrowed.

9. PREPAYMENT AND CANCELLATION

9.1 Mandatory Prepayment - illegality

- (a) A Lender must notify the Company through the Facility Agent promptly if it becomes aware that it is unlawful in any jurisdiction for that Lender to perform any of its obligations under a Finance Document or to fund or maintain its share in any Loan.
- (b) After notification under paragraph (a) above:
 - (i) each Borrower must prepay the share of that Lender in each Loan made to it on the date specified in paragraph (c) below; and
 - (ii) the Commitments of that Lender will be immediately cancelled.
- (c) The date for prepayment of a Lender's share in a Loan will be:
 - (i) no later than the fifth Business Day following receipt by the Company of notice from the Lender under paragraph (a) above; or
 - (ii) if later, the latest date allowed by the relevant law.

9.2 Mandatory prepayment - capital market issues

- (a) Each Obligor must apply the net proceeds of any capital market issue of securities made by it or on its behalf after the date of this Agreement towards prepayment of the Loans.
- (b) Any prepayment under paragraph (a) will be made on the last day(s) of the then current Terms of the Loans.
- (c) The amount of the Total Commitments will be reduced by an amount equal to the prepayment.

9.3 Mandatory prepayment and cancellation in relation to a single borrower.

If it becomes unlawful for a Borrower to perform its obligations under Clause 13.2 (Tax gross-up) or under an equivalent provision of any Finance Document (the "Relevant Obligations"):

- (a) the Company must notify the Facility Agent promptly upon becoming aware of that event;
- (b) the Facility Agent must promptly notify the Lenders;
- (c) the relevant Borrower must repay the Loans made to it, together with all accrued interest on those Loans and all other amounts payable by that Borrower under the Finance Documents on the earlier of:
 - (i) the last day of the then current Term of each Loan made to that Borrower; and
 - (ii) the last day of any applicable grace period permitted by law; and
- (d) for so long as it remains unlawful for that Borrower to perform the Relevant Obligations, the relevant Borrower will not be entitled to borrow any further Loans.

9.4 Voluntary prepayment

- (a) Subject to paragraph (b) below, any Obligor may, by giving not less than 5 Business Days' prior notice to the Facility Agent, prepay any Loan at any time in whole or in part.
- (b) A prepayment of part of a Loan must be in a minimum amount of US\$5,000,000, (Pounds)3,000,000 or (Euro)5,000,000 (or its equivalent in other currencies) and an integral multiple of US\$1,000,000, (Pounds)1,000,000 or (Euro)1,000,000 (or its equivalent in other currencies).

9.5 Automatic cancellation

The undrawn Commitments of each Lender will be automatically cancelled at the close of business on the last day of the Availability Period.

9.6 Voluntary cancellation

- (a) The Company may, by giving not less than 2 Business Days' prior notice to the Facility Agent, cancel without penalty the unutilised amount of the Total Commitments in whole or in part.
- (b) Partial cancellation of the Total Commitments must be in a minimum of US\$5,000,000 (or its equivalent in other currencies) and an integral multiple of US\$1,000,000 (or its equivalent in other currencies).
- (c) Any cancellation in part will be applied against the relevant Commitment of each Lender pro rata.

9.7 Involuntary prepayment and cancellation

- (a) If an Obligor is, or will be, required to pay to a Lender a Tax Payment or an Increased Cost, the Company may, while the requirement continues, give notice to the Facility Agent requesting prepayment and cancellation in respect of that Lender.
- (b) After notification under paragraph (a) above:

(i) each Borrower must repay or prepay that Lender's share in each Loan made to it on the date specified in paragraph (c) below; and

(ii) the Commitments of that Lender will be immediately cancelled.

(c) The date for prepayment of a Lender's share in a Loan will be the last day of the current Term for that Loan or, if earlier, the date specified by the Company in its notification.

9.8 Partial prepayment of Term Loans

No amount of a Term Loan prepaid under this Agreement may subsequently be re-borrowed.

9.9 Re-borrowing of Revolving Credit Loans

Any voluntary prepayment of a Revolving Credit Loan may be re-borrowed on the terms of this Agreement. Any mandatory or involuntary prepayment of a Revolving Credit Loan may not be re-borrowed.

9.10 Miscellaneous provisions

- (a) Any notice of prepayment and/or cancellation under this Agreement is irrevocable and must specify the relevant date(s) and the affected Loans and Commitments. The Facility Agent must notify the Lenders promptly of receipt of any such notice.
- (b) All prepayments under this Agreement must be made with accrued interest on the amount prepaid. No premium or penalty is payable in respect of any prepayment except for Break Costs.
- (c) The Majority Lenders may agree a shorter notice period for a voluntary prepayment or a voluntary cancellation.
- (d) No prepayment or cancellation is allowed except in accordance with the express terms of this Agreement.
- (e) No amount of the Total Commitments cancelled under this Agreement may subsequently be reinstated.

10. INTEREST

10.1 Calculation of interest

The rate of interest on each Loan for each Term is the percentage rate per annum equal to the aggregate of the applicable:

- (a) Margin;
- (b) IBOR; and
- (c) Mandatory Cost.

10.2 Payment of interest

Except where it is provided to the contrary in this Agreement, each Borrower must pay accrued interest on each Loan made to it on the last day of each Term and also, if the Term is longer than six months, on the dates falling at six-monthly intervals after the first day of that Term.

10.3 Interest on overdue amounts

- (a) If an Obligor fails to pay any amount payable by it under the Finance Documents, it must immediately on demand by the Facility Agent pay interest on the overdue amount from its due date up to the date of actual payment, both before, on and after judgment.
- (b) Interest on an overdue amount is payable at a rate determined by the Facility Agent to be one per cent. per annum above the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount. For this purpose, the Facility Agent may (acting reasonably):
 - (i) select successive Terms of any duration of up to three months; and
 - (ii) determine the appropriate Rate Fixing Day for that Term.
- (c) Notwithstanding paragraph (b) above, if the overdue amount is a principal amount of a Loan and becomes due and payable prior to the last day of its current Term, then:
 - (i) the first Term for that overdue amount will be the unexpired portion of that Term; and
 - (ii) the rate of interest on the overdue amount for that first Term will be one per cent. per annum above the rate then payable on that Loan.

After the expiry of the first Term for that overdue amount, the rate on the overdue amount will be calculated in accordance with paragraph (b) above.

- (d) Interest (if unpaid) on an overdue amount will be compounded with that overdue amount at the end of each of its Terms but will remain immediately due and payable.

10.4 Notification of rates of interest

The Facility Agent must promptly notify each relevant Party of the determination of a rate of interest under this Agreement.

10.5 Effective Global Rate (Taux Effectif Global)

- (a) For the purposes of Articles L.313-1, L313-2, R313-1 and R313-2 of the Code de la Consommation, each Party acknowledges that, by virtue of certain characteristics of this Agreement the taux effectif global cannot be calculated exactly on the date of this Agreement. However, each Original Borrower incorporated in France acknowledges that it has received from the Facility Agent a letter containing an indicative calculation of the taux effectif global substantially in the form of Schedule 9 based on examples calculated on assumptions as to the taux de periode and duree de periode set out in that letter.
- (b) Each Party acknowledges that the letter referred to in paragraph (a) forms part of this Agreement.

11. TERMS

11.1 Selection - Term Loans

- (a) Each Term Loan has successive Terms.
- (b) A Borrower must select the first Term for a Term Loan in the Request for that Loan, and must select each subsequent Term in an irrevocable notice received by the Facility Agent not later than 11.00 a.m. on the Business Day before the Rate Fixing Day for that Term. Each Term for a Term Loan will start on its Utilisation Date or on the expiry of its preceding Term.
- (c) If a Borrower fails to select a Term for an outstanding Term Loan under paragraph (b) above, that Term will, subject to the other provisions of this Clause, be three months.
- (d) Subject to the following provisions of this Clause, each Term for a Term Loan will be one, two, three or six months or any other period agreed by the Company and the Lenders.

11.2 Selection - Revolving Credit Loans

- (a) Each Revolving Credit Loan has one Term only.
- (b) A Borrower must select the Term for a Revolving Credit Loan in the relevant Request.
- (c) Subject to the following provisions of this Clause, each Term for a Revolving Credit Loan will be one, two, three or six months or any other period agreed by the Company and the Lenders.

11.3 Syndication

Until the earlier of:

- (a) completion of Syndication; and
- (b) the date falling 120 days after the date of this Agreement,

each Term must be a period of one month or any other period agreed by the Facility Agent.

11.4 No overrunning the Final Maturity Date

If a Term would otherwise overrun the Final Maturity Date, it will be shortened so that it ends on the Final Maturity Date.

11.5 Other adjustments

The Facility Agent and the Company may enter into such other arrangements as they may agree for the adjustment of Terms and the consolidation and/or splitting of Loans.

11.6 Notification

The Facility Agent must notify the relevant Borrower and the Lenders of the duration of each Term promptly after ascertaining its duration.

12. MARKET DISRUPTION

12.1 Failure of a Reference Bank to supply a rate

If IBOR is to be calculated by reference to the Reference Banks but a Reference Bank does not supply a rate by 12.00 noon on a Rate Fixing Day, the applicable IBOR will, subject as provided below, be calculated on the basis of the rates of the remaining Reference Banks.

12.2 Market disruption

- (a) In this Clause, each of the following events is a "market disruption event":
- (i) IBOR is to be calculated by reference to the Reference Banks but no, or only one, Reference Bank supplies a rate by 12.00 noon on the Rate Fixing Day; or
 - (ii) the Facility Agent receives by close of business on the Rate Fixing Day notification from Lenders whose shares in the relevant Loan exceed 35 per cent. of that Loan that the cost to them of obtaining matching deposits in the relevant interbank market is in excess of IBOR for the relevant Term.
- (b) The Facility Agent must promptly notify the Company and the Lenders of a market disruption event.
- (c) After notification under paragraph (b) above, the rate of interest on each Lender's share in the affected Loan for the relevant Term will be the aggregate of the applicable:
- (i) Margin;
 - (ii) rate notified to the Facility Agent by that Lender as soon as practicable to be that which expresses as a percentage rate per annum the cost to that Lender of funding its share in that Loan from whatever source it may reasonably select; and
 - (iii) Mandatory Cost.

12.3 Alternative basis of interest or funding

- (a) If a market disruption event occurs and the Facility Agent or the Company so requires, the Company and the Facility Agent must enter into negotiations for a period of not more than 30 days with a view to agreeing an alternative basis for determining the rate of interest and/or funding for the affected Loan and any future Loan.
- (b) Any alternative basis agreed will be, with the prior consent of all the Lenders, binding on all the Parties.

13. TAXES

13.1 General

In this Clause:

"French Lender"

means a Lender which, at the date it becomes a Party, is able to fulfil the conditions imposed by French law for any sum payable by an Obligor which is resident in France to the Facility Agent for the account of the Facility Office of that Lender not to be subject to any withholding or deduction for any Tax.

"French Qualifying Lender"

means a Lender which is:

- (a) a French Lender; or
- (b) a French Treaty Lender and, prior to the date on which that Lender became a Party, the Company consented to that Lender becoming a Party.

The Company may withhold its consent to a French Treaty Lender becoming a Party for any reason.

"French Treaty Lender"

means a Lender which is, on the date a payment of interest becomes due under this Agreement:

- (a) resident (as defined in the appropriate double taxation agreement) in a country with which France has a double taxation agreement giving residents of that country exemption from French taxation on interest; and
- (b) does not carry on business in France through a permanent establishment.

"Qualifying Lender"

means a Lender which is both a French Qualifying Lender and a U.K. Qualifying Lender.

"Tax Credit"

means a credit against any Tax or any relief or remission for Tax (or its repayment).

"Treaty Lender"

means a French Treaty Lender or a U.K. Treaty Lender.

"U.K. Lender"

means a Lender which is within the charge to U.K. corporation tax in respect of, and beneficially entitled to, a payment of interest on a Loan made by a person that was a bank for the purposes of section 349 of the Income and Corporation Taxes Act 1988 (as currently defined in section 840A of the Income and Corporation Taxes Act) at the time the Loan was made.

"UK Qualifying Lender "

means a Lender which is:

- (a) a U.K. Lender; or
- (b) a U.K. Treaty Lender and prior to the date on which that Lender became a Party, the Company consented to that Lender becoming a Party.

The Company may withhold its consent to a U.K. Treaty Lender becoming a Party for any reason.

"U.K. Treaty Lender"

means a Lender which is, on the date a payment of interest falls due under this Agreement:

- (a) resident (as defined in the appropriate double taxation agreement) in a country with which the U.K. has a double taxation agreement giving residents of that country exemption from U.K. taxation on interest; and
- (b) does not carry on a business in the U.K. through a permanent establishment with which the payment is effectively connected.

13.2 Tax gross-up

- (a) Each Obligor must make all payments to be made by it under the Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If:
 - (i) a Lender is not, or ceases to be, a Qualifying Lender; or
 - (ii) an Obligor or a Lender is aware that an Obligor must make a Tax Deduction (or that there is a change in the rate or the basis of a Tax Deduction),
 it must promptly notify the Facility Agent. The Facility Agent must then promptly notify the affected Parties.
- (c) Except as provided below, if a Tax Deduction is required by law to be made by an Obligor or the Facility Agent, the amount of the payment due from the Obligor will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been made.
- (d) (i) Except as provided below, an Obligor resident for tax purposes in the U.K. or France is not required to make an increased payment under paragraph (c) above to a Lender that is not, or has ceased to be, a UK Qualifying Lender or a French Qualifying Lender, as applicable, in excess of the amount that the Obligor would have had to pay had the Lender been, or not ceased to be, a Qualifying Lender or a French Qualifying Lender, as applicable.
- (ii) Sub-paragraph (i) above will not apply if the Lender was a Qualifying Lender but has ceased to be a Qualifying Lender by reason of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or double taxation agreement or any published practice or concession of any relevant taxing authority.

- (e) An Obligor resident for tax purposes in the U.K. or France is not required to make an increased payment to a Lender under paragraph (c) above if that Lender is, respectively, a U.K. Treaty Lender or a French Treaty Lender and the Obligor making the payment is able to demonstrate that the Tax Deduction would not have been required if the Lender had complied with its obligations under paragraph (h) below.
- (f) If an Obligor is required to make a Tax Deduction, that Obligor must make the minimum Tax Deduction and must make any payment required in connection with that Tax Deduction within the time allowed by law.
- (g) Within 30 days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Obligor making that Tax Deduction or payment must deliver to the Facility Agent for the relevant Finance Party evidence satisfactory to that Finance Party (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.
- (h) Each Treaty Lender must co-operate with each Obligor by using its reasonable endeavours to complete any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

13.3 Tax indemnity

- (a) Except as provided below, the Company must indemnify a Finance Party against any loss or liability which that Finance Party (in its absolute discretion) determines will be or has been suffered (directly or indirectly) by that Finance Party for or on account of Tax in relation to a payment received or receivable (or any payment deemed to be received or receivable) under a Finance Document.
- (b) Paragraph (a) above does not apply to any Tax:
 - (i) assessed on a Finance Party under the laws of the jurisdiction in which:
 - (A) that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable by that Finance Party or by such Facility Office. However, any payment deemed to be received or receivable, including any amount treated as income but not actually received by the Finance Party, such as a Tax Deduction, will not be treated as net income received or receivable for this purpose; or
 - (ii) compensated for under Clause 13.2 (Tax gross-up), or which would have been compensated for but for an exception to that Clause.
- (c) A Finance Party making, or intending to make, a claim under paragraph (a) above must promptly notify the Company of the event which will give, or has given, rise to the claim.

13.4 Collecting Agent

- (a) Unless a Lender notifies the Facility Agent to the contrary, each Lender confirms to the Facility Agent on the date that it becomes a Lender that it is beneficially entitled to its share in each Loan and its accrued interest and is either:
- (i) not resident for tax purposes in the U.K.; or
 - (ii) a bank for the purposes of section 349 of the Income and Corporation Taxes Act 1988.

Each Lender must promptly notify the Facility Agent if there is any change in its position from that set out in sub-paragraph (i) or (ii) above.

- (b) An Obligor is not required to make a Tax Payment to that Lender as a result of:
- (i) that Lender not giving the confirmation referred to in paragraph (a) above; or
 - (ii) the confirmation of that Lender being incorrect at the time it is given,

unless this is caused by any change after the date of this Agreement in (or in the interpretation, administration or application of) any law or double taxation agreement or any published practice or concession of any relevant taxing authority.

13.5 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party (in its absolute discretion) determines that:

- (a) a Tax Credit is attributable to that Tax Payment; and
- (b) it has used that Tax Credit,

the Finance Party must pay an amount to the Obligor which that Finance Party determines (in its absolute discretion) will leave it (after that payment) in the same after-tax position as it would have been in if the Tax Payment had not been made by the Obligor.

13.6 Stamp taxes

The Company must pay and indemnify each Finance Party against any stamp duty, registration or other similar Tax payable in connection with the entry into, performance or enforcement of any Finance Document, except for any such Tax payable in connection with the entry into of a Transfer Certificate.

13.7 Value added taxes

- (a) Any amount (including costs and expenses) payable under a Finance Document by an Obligor is exclusive of any Tax (including value added tax) which might be chargeable in connection with that amount. If any such Tax is chargeable, the Obligor must pay to the Finance Party (in addition to and at the same time as paying that amount) an amount equal to the amount of that Tax.

- (b) The obligation of any Obligor under paragraph (a) above will be reduced to the extent that the Finance Party is entitled to repayment or a credit in respect of the relevant Tax.

14. INCREASED COSTS

14.1 Increased Costs

Except as provided below in this Clause, the Company must pay to a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates as a result of:

- (a) the introduction of, or any change in, or any change in the interpretation or application of, any law or regulation; or
- (b) compliance with any law or regulation,

made after the date of this Agreement.

14.2 Exceptions

The Company need not make any payment for an Increased Cost to the extent that the Increased Cost is:

- (a) compensated for under another Clause or would have been but for an exception to that Clause;
- (b) attributable to a law or regulation with which it was required to comply before the date of this Agreement;
- (c) a tax on the overall net income of a Finance Party or any of its Affiliates or of any permanent establishment;
- (d) attributable to a Finance Party or its Affiliate wilfully failing to comply with any law or regulation; or
- (e) attributable to the period (if any) of six months after the relevant Finance Party is or ought to have been aware of that Increased Cost but before the date the Company received notice of that Increased Cost.

14.3 Claims

A Finance Party intending to make a claim for an Increased Cost must notify the Company promptly and in reasonable detail of the circumstances giving rise to, and the amount of, the claim.

15. MITIGATION

15.1 Mitigation

- (a) Each Finance Party must, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which result or would result in:
 - (i) any Tax Payment or Increased Cost being payable to that Finance Party; or

(ii) that Finance Party being able to exercise any right of prepayment and/or cancellation under this Agreement by reason of any illegality,

including transferring its rights and obligations under the Finance Documents to an Affiliate or changing its Facility Office.

- (b) No Finance Party is obliged to take any step under paragraph (a) above unless it is indemnified by the Company for all costs and expenses reasonably incurred by it in taking that step.
- (c) A Finance Party is not obliged to take any step under this Subclause if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

15.2 Conduct of business by a Finance Party

No term of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (Tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it in respect of Tax or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (Tax or otherwise) or any computation in respect of Tax.

16. PAYMENTS

16.1 Place

Unless a Finance Document specifies that payments under it are to be made in another manner, all payments by a Party (other than the Facility Agent) under the Finance Documents must be made to the Facility Agent to its account at such office or bank:

- (a) in the principal financial centre of the country of the relevant currency; or
- (b) in the case of euro, in the principal financial centre of a Participating Member State or London,

as it may notify to that Party for this purpose by not less than five Business Days' prior notice.

16.2 Funds

Payments under the Finance Documents to the Facility Agent must be made for value on the due date at such times and in such funds as the Facility Agent may specify to the Party concerned as being customary at the time for the settlement of transactions in the relevant currency in the place for payment.

16.3 Distribution

- (a) Each payment received by the Facility Agent under the Finance Documents for another Party must, except as provided below, be made available by the Facility Agent to that Party by payment (as soon as practicable after receipt) to its account with such office or bank:
- (i) in the principal financial centre of the country of the relevant currency; or
 - (ii) in the case of euro, in the principal financial centre of a Participating Member State or London,
- as it may notify to the Facility Agent for this purpose by not less than five Business Days' prior notice.
- (b) The Facility Agent may apply any amount received by it for an Obligor in or towards payment (as soon as practicable after receipt) of any amount due from that Obligor under the Finance Documents or in or towards the purchase of any amount of any currency to be so applied.
- (c) Where a sum is paid to the Facility Agent under this Agreement for another Party, the Facility Agent is not obliged to pay that sum to that Party until it has established that it has actually received it. However, the Facility Agent may assume that the sum has been paid to it, and, in reliance on that assumption, make available to that Party a corresponding amount. If it transpires that the sum has not been received by the Facility Agent, that Party must immediately on demand by the Facility Agent refund any corresponding amount made available to it together with interest on that amount from the date of payment to the date of receipt by the Facility Agent at a rate calculated by the Facility Agent to reflect its cost of funds.

16.4 Payments to and from SISA

- (a) All payments in euros from the Facility Agent to SISA will be made available by the Facility Agent to SISA by payment to the account of SISA in London notified to the Facility Agent by not less than 5 Business Days' notice; and
- (b) all payments in euros from SISA to the Facility Agent must be made by SISA from an account of SISA in London to the account of the Facility Agent notified to SISA by the Facility Agent in accordance with Clause 16.1 (Place).

16.5 Currency

- (a) Unless a Finance Document specifies that payments under it are to be made in a different manner, the currency of each amount payable under the Finance Documents is determined under this Clause.
- (b) Interest is payable in the currency in which the relevant amount in respect of which it is payable is denominated.
- (c) A repayment or prepayment of any principal amount is payable in the currency in which that principal amount is denominated on its due date.
- (d) Amounts payable in respect of costs and expenses are payable in the currency in which they are incurred.

- (e) Each other amount payable under the Finance Documents is payable in US Dollars.

16.6 No set-off or counterclaim

All payments made by an Obligor under the Finance Documents must be made without set-off or counterclaim.

16.7 Business Days

- (a) If a payment under the Finance Documents is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not) or whatever day the Facility Agent determines is market practice.
- (b) During any extension of the due date for payment of any principal under this Agreement interest is payable on that principal at the rate payable on the original due date.

16.8 Partial payments

- (a) If the Facility Agent receives a payment insufficient to discharge all the amounts then due and payable by the Obligors under the Finance Documents, the Facility Agent must apply that payment towards the obligations of the Obligors under the Finance Documents in the following order:
 - (i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Facility Agent under the Finance Documents;
 - (ii) secondly, in or towards payment pro rata of any accrued interest or fee due but unpaid under this Agreement;
 - (iii) thirdly, in or towards payment pro rata of any principal amount due but unpaid under this Agreement; and
 - (iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- (b) The Facility Agent must, if so directed by all the Lenders, vary the order set out in sub-paragraphs (a)(ii) to (iv) above.
- (c) This Subclause will override any appropriation made by an Obligor.

16.9 Timing of payments

If a Finance Document does not provide for when a particular payment is due, that payment will be due within five Business Days of demand by the relevant Finance Party.

17. REPRESENTATIONS

17.1 Representations

The representations set out in this Clause are made by each Obligor or (if it so states) the Company to each Finance Party.

17.2 Status

- (a) It is a limited liability company or, in the case of Schlumberger Investments until it notifies the Facility Agent otherwise, an unlimited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) It and each of its Material Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

17.3 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.

17.4 Legal validity

Subject to any general principles of law limiting its obligations and referred to in any legal opinion required under this Agreement, each Finance Document to which it is a party is its legally binding, valid and enforceable obligation.

17.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any document which is binding upon it or any of its Material Subsidiaries or any of its or its Material Subsidiaries' assets and, in the case of a Material Subsidiary, in a manner which is reasonably likely to have a Material Adverse Effect or result in liability for any Lender.

17.6 No default

- (a) No Default is outstanding or will result from the execution of, or the performance of any transaction contemplated by, any Finance Document; and
- (b) no other event is outstanding which constitutes a default under any document which is binding on it or any of its Material Subsidiaries to an extent or in a manner which is reasonably likely to have a Material Adverse Effect.

17.7 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Finance Documents have been (or, in the case of the Offer, will be) obtained or effected (as appropriate) and are in full force and effect.

17.8 Financial statements

Its audited financial statements most recently delivered to the Facility Agent (which, in the case of the Company at the date of this Agreement, are the Original Financial Statements):

- (a) have been prepared in accordance with accounting principles and practices generally accepted in its jurisdiction of incorporation, consistently applied; and
- (b) fairly represent its financial condition (consolidated, if applicable) as at the date to which they were drawn up,

except, in each case, as disclosed to the contrary in those financial statements.

17.9 No material adverse change

- (a) In the case of the Company as at the date of this Agreement, there has been no material adverse change in its financial condition since 31 December, 2000; and
- (b) in the case of SISA and Schlumberger Public Limited Company as at the date of this Agreement, there has been no material adverse change in its financial condition since 31 December 1999 which has had, or is reasonably likely to have, a Material Adverse Effect.

17.10 Litigation

As at the date of this Agreement, no litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened, which, if adversely determined, are reasonably likely to have a Material Adverse Effect.

17.11 ERISA

Each member of the ERISA Group:

- (a) has fulfilled its obligations under the minimum funding standards of ERISA and the Internal Revenue Code with respect to each Plan; and
- (b) is in compliance with the presently applicable provisions of ERISA and the Internal Revenue Code with respect to each Plan,

except to an extent which is not reasonably likely to have a Material Adverse Effect.

17.12 Environmental Compliance

As at the date of this Agreement:

- (a) it and each of its Material Subsidiaries:
 - (i) has obtained all requisite Environmental Licences required for the carrying on of its business as currently conducted;
 - (ii) has at all times complied with the terms and conditions of such Environmental Licences; and
 - (iii) has at all times complied with all other applicable Environmental Law,

the failure to obtain or comply with which, in each case, is reasonably likely to have a Material Adverse Effect;

- (b) there is no Environmental Claim pending or, to its knowledge, threatened against it or any of its Material Subsidiaries which, if adversely determined, is reasonably likely to have a Material Adverse Effect; and
- (c) so far as it is aware, no Dangerous Substance has been used, disposed of, generated, stored, transported, dumped, released, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it or any of its Material Subsidiaries and including any off-site waste management or disposal location utilised by it or any of its Material Subsidiaries) in such manner or circumstances as are reasonably likely to have a Material Adverse Effect.

17.13 Schlumberger Investments

In the case of the Company and Schlumberger Investments only, as at the date of this Agreement:

- (a) except as may arise under the Finance Documents and in connection with the Offer, Schlumberger Investments has not traded and does not have any material liabilities or commitments (actual or contingent, present or future); and
- (b) as at the date of the posting of the Offer, the Company is the direct or indirect owner of all the shares in Schlumberger Investments.

17.14 Margin Stock

No part of any Loan has been or will be used, directly or indirectly, to purchase or carry (within the meaning of Regulation U) any ADRs or any other United States Securities (as defined in Regulation X) or to extend credit to others for the purpose of purchasing or carrying ADRs or any United States Securities (as defined in Regulation X).

17.15 Times for making representations

- (a) Unless a representation is expressed to be given at a later date, the representations set out in this Clause are made by each Original Obligor on the date of this Agreement.
- (b) Unless a representation is expressed to be given at a specific date, each representation is deemed to be repeated by:
 - (i) each Additional Borrower and the Company on the date that Additional Borrower becomes an Obligor; and
 - (ii) each Obligor on the date of each Request and the first day of each Term.
- (c) When the representation in Clause 17.6(a) (No default) is repeated on a Request for a Rollover Loan or a Term Loan and the first day of each Term for that Rollover Loan or Term Loan, the reference to Default will be construed as a reference to an Event of Default only.
- (d) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

18. INFORMATION COVENANTS

18.1 Financial statements

- (a) The Company must supply to the Facility Agent in sufficient copies for all the Lenders:
- (i) its audited consolidated financial statements for each of its financial years; and
 - (ii) the audited financial statements of each Obligor for each of its financial years; and
 - (iii) its interim financial statements for each of its financial quarters; and
 - (iv) together with the financial statements to be provided under subparagraph (iii) above, a certificate signed by an authorised signatory of the Company, setting out details of the Financial Indebtedness, Shareholders' Funds and Subordinated Debt of each Borrower (other than the Company) as at the date to which those financial statements were made up.
- (b) All financial statements must be supplied as soon as they are available and:
- (i) in the case of the Company's audited consolidated financial statements, within 90 days;
 - (ii) in the case of each Obligor's audited financial statements, within 240 days; and
 - (iii) in the case of the Company's interim financial statements, within 60 days,
- of the end of the relevant financial period.

18.2 Compliance Certificate

- (a) A "Compliance Certificate" is a certificate substantially in the form of Schedule 6 (Form of Compliance Certificate).
- (b) The Company must supply to the Facility Agent a Compliance Certificate with each set of its financial statements sent to the Facility Agent under Clause 18.1(a) (i) (Financial statements) of this Agreement.
- (c) A Compliance Certificate must be signed by an authorised signatory of the Company.

18.3 Form of financial statements

- (a) The Company must ensure that each set of financial statements supplied under this Agreement gives (if audited) a true and fair view of, or (if unaudited) fairly represents, the financial condition (consolidated or otherwise) of the relevant person as at the date to which those financial statements were drawn up.
- (b) The Company must notify the Facility Agent of any change to the basis on which its audited consolidated financial statements are prepared and which are not disclosed in the notes to those financial statements.

18.4 Information - miscellaneous

The Company must supply to the Facility Agent:

- (a) copies of all documents despatched by the Company to its shareholders (or any class of them) or an Obligor to its creditors (or any class of them) generally at the same time as they are despatched;
- (b) promptly upon becoming aware of them, details of any litigation, arbitration or administrative proceedings which are current, threatened or pending and which might, if adversely determined, have a Material Adverse Effect;
- (c) promptly on request, a list of the then current Material Subsidiaries; and
- (d) promptly on request, such further information regarding the financial condition and operations of the Group as any Finance Party through the Facility Agent may reasonably request.

18.5 Notification of Default

- (a) Unless the Facility Agent has already been so notified by another Obligor, each Obligor must notify the Facility Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly on request by the Facility Agent, the Company must supply to the Facility Agent a certificate, signed by two of its authorised signatories on its behalf, certifying that no Default is outstanding or, if a Default is outstanding, specifying the Default and the steps, if any, being taken to remedy it.

19. GENERAL COVENANTS

19.1 General

Each Obligor agrees to be bound by the covenants set out in this Clause relating to it and, where the covenant is expressed to apply to any other member of the Group, each Obligor must ensure that each of its Subsidiaries to which the covenant applies performs that covenant.

19.2 Authorisations

Each Obligor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, any Finance Document.

19.3 Compliance with laws

Each member of the Group must comply in all respects with all laws to which it is subject where failure to do so is reasonably likely to have a Material Adverse Effect.

19.4 Pari passu ranking

Each Obligor must ensure that its payment obligations under the Finance Documents rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

19.5 Negative pledge

- (a) No Obligor nor any of the Material Subsidiaries may create or permit to subsist any Security Interest on any of its assets.
- (b) Paragraph (a) does not apply to:
- (i) any lien arising by operation of law in the ordinary course of business and securing amounts not more than 30 days overdue;
 - (ii) any Security Interest over the assets of any company which becomes a Material Subsidiary of an Obligor after the date of this Agreement, provided that:
 - (A) the Security Interest is in existence prior to the date that it becomes a Material Subsidiary and is created otherwise than in contemplation of becoming a Material Subsidiary;
 - (B) the principal amount secured thereby immediately prior to it becoming a Material Subsidiary of the relevant Borrower is not thereafter increased or its maturity extended; and
 - (C) the relevant Obligor uses all reasonable endeavours to discharge or procure the discharge of that Security Interest as soon as reasonably practicable after the company is acquired;
 - (iii) any Security Interest over any assets (or documents of title thereto) which are acquired by an Obligor or any Material Subsidiary of an Obligor subject to that Security Interest, provided that:
 - (A) the Security Interest is in existence prior to the date of the acquisition and is created otherwise than in contemplation of the acquisition;
 - (B) the principal amount secured thereby immediately prior to that asset being acquired does not exceed either its then resale value or its original cost, and is not thereafter increased or its maturity extended; and
 - (C) the relevant Obligor uses all reasonable endeavours to discharge or procure the discharge of that Security Interest as soon as reasonably practicable after the acquisition;
 - (iv) any Security Interest created to secure any excise or import taxes or duties owed to, or industrial grants made by, any state or state agency or authority;
 - (v) Security Interests arising out of rights of consolidation, combination, netting or set-off over any current and/or deposit accounts with a bank or financial institution, where it is necessary to agree to those rights in connection with a treasury

management arrangement operated by an Obligor and/or its Material Subsidiaries in the ordinary course of its business or risk management;

- (vi) any Security Interest resulting from retention of title or conditional sale arrangements which are contained in the normal terms of supply of a supplier of goods to an Obligor or its Material Subsidiary, where the goods are acquired by such Obligor or Material Subsidiary in the ordinary course of business and the arrangements do not constitute Financial Indebtedness;
- (vii) any Security Interest arising in the ordinary course of business of an Obligor or its Material Subsidiary in relation to that Obligor's or Material Subsidiary's participation in or trading on or through a clearing system or investment, commodity or stock exchange, where, in each case, the Security Interest arises under the rules or normal procedures or legislation governing the clearing system or exchange and neither with the intention of creating security nor in connection with the borrowing or raising of money;
- (viii) any Security Interest arising out of or in connection with pre-judgment legal process or a judicial award relating to security for costs;
- (ix) any Security Interest created by a Material Subsidiary in favour of an Obligor; or
- (x) any other Security Interests provided that the aggregate amount secured by those Security Interests does not exceed US\$20,000,000 (or its equivalent in any other currency) at any time.

19.6 Transactions similar to security

No Obligor nor any of its Material Subsidiaries will:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby it is or may be leased to or re-acquired or acquired by an Obligor or a Material Subsidiary; or
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, except for the discounting of bills or notes in the ordinary course of trading,

in circumstances where the transaction is entered into primarily as a method of raising finance or of financing the acquisition of an asset.

19.7 Disposals

- (a) No Obligor nor any its Material Subsidiaries will, either in a single transaction or in a series of transactions, whether related or not, and whether voluntarily or involuntarily, sell, transfer, grant or lease or otherwise dispose of all or any part of its assets if that disposal has, or is reasonably likely to have, a Material Adverse Effect.
- (b) Nothing in paragraph (a) prohibits a Permitted Transaction.

19.8 Change of business

The Company must ensure that no substantial change is made to the general nature of the business of the Company or the Group (taking into account for this purpose the Target Group) from that carried on at the date of this Agreement if that change is reasonably likely to have a Material Adverse Effect.

19.9 Mergers

No Obligor may enter into any amalgamation, demerger, merger or reconstruction if that transaction is reasonably likely to have a Material Adverse Effect.

19.10 Environmental matters

- (a) Each Obligor and each Material Subsidiary must ensure that it is, and has been, in compliance with all Environmental Law and Environmental Licences applicable to it, where failure to do so is reasonably likely to have a Material Adverse Effect.
- (b) Each Obligor must promptly upon becoming aware notify the Facility Agent of any Environmental Claim current, or to its knowledge, pending which, if substantiated, is reasonably likely either to have a Material Adverse Effect or result in any liability for a Finance Party.

19.11 Insurance

Each Obligor and each Material Subsidiary must insure its business and assets with insurance companies to such an extent and against such risks as companies engaged in a similar business normally insure.

19.12 Borrower financial condition

- (a) (i) Each Borrower (other than the Company) must ensure that the aggregate amount of its Shareholders' Funds and Subordinated Debt at any time is equal to or greater than the aggregate principal amount outstanding of its Financial Indebtedness at that time.
- (ii) For this purpose, Financial Indebtedness excludes Subordinated Debt and trade debt and includes intra-Group Financial Indebtedness which is not Subordinated Debt and any Loans borrowed by the relevant Borrower.
- (b) In order for Subordinated Debt to be included for the purposes of calculating a Borrower's Subordinated Debt under paragraph (a)(i) above the relevant Borrower must supply to the Facility Agent, in form and substance satisfactory to it (acting reasonably):
- (i) a duly executed Subordination Agreement in respect of that Subordinated Debt;
- (ii) in the case of a Subordination Agreement to which a company incorporated in any of the U.K., France, the Netherlands Antilles or Bermuda is a party:
- (A) if not already covered by the corresponding documents referred to in Part I of Schedule 2, a certified copy of a resolution of the board of

directors of that company approving the terms, and authorising the execution of, that Subordination Agreement;

- (B) if different from the corresponding documents referred to in Part I of Schedule 2, a certified copy of the constitutional documents and certificate of incorporation of that company;
- (C) a legal opinion of Allen & Overy, London addressed to the Finance Parties; and
- (D) other than in the case of the U.K., a legal opinion from legal advisers in that jurisdiction, acceptable to the Facility Agent (acting reasonably), addressed to the Finance Parties; and

(iii) in the case of a Subordination Agreement to which a company incorporated in a jurisdiction other than the UK, the Netherlands Antilles, France or Bermuda is a party, any authorisation or document, opinion or assurance which the Facility Agent (acting reasonably) has notified the relevant Borrower is necessary in connection with the entry into and performance of, and the transactions contemplated by, the Subordination Agreement or the validity or enforceability of the Subordination Agreement.

- (c) Each relevant Borrower must conduct its affairs in a manner which will enable it to meet all its obligations under the Finance Documents as and when they fall due.

20. DEFAULT

20.1 Events of Default

- (a) Each of the events set out in this Clause is an Event of Default.
- (b) In this Clause, "Material group member" means an Obligor or a Material Subsidiary.

20.2 Non-payment

An Obligor does not pay on the due date any amount payable by it under the Finance Documents in the manner required under the Finance Documents, unless the non-payment:

- (a) is caused by technical or administrative error; and
- (b) is remedied within three Business Days of the due date.

20.3 Breach of other obligations

- (a) An Obligor does not comply with any term of Clause 19.7 (Disposals) or Clause 19.9 (Mergers); or
- (b) an Obligor does not comply with any other term of the Finance Documents not already referred to in this Clause, unless the non-compliance:
 - (i) is capable of remedy; and

(ii) is remedied within 21 days of the earlier of the Facility Agent giving notice and the Obligor becoming aware of the non-compliance.

20.4 Misrepresentation

A representation made or repeated by an Obligor in any Finance Document or in any document delivered by or on behalf of any Obligor under any Finance Document is incorrect in any material respect when made or deemed to be repeated.

20.5 Cross-acceleration

(a) Any of the following occurs in respect of a Material Group Member:

(i) any of its Financial Indebtedness is not paid when due (after the expiry of any originally applicable grace period);

(ii) any of its Financial Indebtedness:

(A) becomes prematurely due and payable; or

(B) is placed on demand,

in each case, as a result of an event of default (howsoever described) unless the aggregate amount of Financial Indebtedness falling within paragraphs (i) and (ii) above is less than:

(I) in the case of the Company and each directly owned Material Subsidiary of the Company other than another Obligor, US\$50,000,000; and

(II) in the case of any other Obligor or any Material Subsidiary of any other Obligor, US\$10,000,000,

or its equivalent in any other currency.

(b) For the purposes of paragraph (a) above, "Financial Indebtedness" also includes the following:

(i) any derivative transaction protecting against or benefiting from fluctuations in any rate or price; and

(ii) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution.

20.6 Insolvency

Any of the following occurs in respect of a Material Group Member:

(a) it is, or is deemed by a court of competent jurisdiction to be, unable to pay its debts as they fall due or insolvent;

(b) it admits its inability to pay its debts as they fall due;

(c) it suspends making payments on any of its debts or announces an intention to do so;

- (d) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling of any of its indebtedness; or
- (e) a moratorium is declared in respect of any of its indebtedness.

20.7 Insolvency proceedings

- (a) Except as provided below, any of the following occurs in respect of a Material Group Member:
 - (i) any step is taken by it with a view to a composition, assignment or similar arrangement with any of its creditors;
 - (ii) a meeting of it is convened for the purpose of considering any resolution for (or to petition for) its winding-up, administration or dissolution or any such resolution is passed;
 - (iii) any person presents a petition for its winding-up, administration or dissolution;
 - (iv) an order for its winding-up, administration or dissolution is made;
 - (v) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of:
 - (A) it; or
 - (B) any of its assets (if those assets have an aggregate value of US\$10,000,000, or its equivalent in any other currency or more);
 - (vi) its directors or other officers request the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer;
 - (vii) in the case of a Material Group Member incorporated in France, a mandataire ad hoc or a conciliateur is appointed and that appointment is, in the reasonable opinion of the Majority Lenders, likely to have a Material Adverse Effect; or
 - (viii) any other analogous step or procedure is taken in any jurisdiction.
- (b) Paragraph (a) does not apply to:
 - (i) any step or procedure which is part of a Permitted Transaction; or
 - (ii) a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and is discharged or struck out within 21 days.

20.8 Creditors' process

Any attachment, sequestration, distress, execution or analogous event affects asset(s) (with an aggregate value of US\$10,000,000 (or its equivalent in any other currency) or more) of a Material Group Member, and is not discharged within 21 days.

20.9 Cessation of business

A Material Group Member ceases, or announces an intention to cease, to carry on all, or substantially all, of its business, except:

- (a) as part of a Permitted Transaction; or
- (b) as a result of any disposal allowed under this Agreement.

20.10 Effectiveness of Finance Documents

- (a) It is or becomes unlawful for any Obligor to perform any of its material obligations under the Finance Documents.
- (b) Any Finance Document is not effective or is alleged by an Obligor to be ineffective for any reason.
- (c) An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

20.11 Ownership of the Obligors

- (a) An Obligor (other than the Company) is not or ceases to be a wholly-owned Subsidiary of the Company.
- (b) Any person, or group of persons acting in concert, directly or indirectly acquires, or becomes entitled to, or to any beneficial entitlement in, 40 per cent. or more of the outstanding voting stock of the Company.

20.12 Expropriation

Assets of any Material Group Member are expropriated to an extent which is reasonably likely to have a Material Adverse Effect.

20.13 Final judgment

- (a) One or more final judgments for the payment of money in excess of US\$50,000,000 (or its equivalent in any other currency) in aggregate is rendered against any Obligor or any Material Subsidiary; and
- (b) the relevant company fails to discharge that judgment or provide for its discharge in accordance with its terms, or procure a stay of execution of that judgment, within 60 days after the date of entry of that judgment;

however, any such judgment or order will not be (and will not constitute part of) an Event of Default if and for so long as:

 - (i) the amount of the judgment or order is covered by a valid and binding policy of insurance between the defendant and the insurer covering payment thereof; and
 - (ii) the relevant insurer has been notified of, and has not disputed the claim made for payment of, the amount of that judgment or order.

20.14 ERISA

- (a) Any member of the ERISA Group fails to pay within 60 days of the date when due an amount or amounts aggregating in excess of US\$50,000,000 which it has become liable to pay under Title IV of ERISA; or
- (b) notice of intent to terminate a Plan or Plans having aggregate Unfunded Liabilities in excess of US\$50,000,000 (collectively, a "Material Plan") is filed under Title IV of ERISA (other than in a standard termination under Section 4041(b) of ERISA) by any member of the ERISA Group, any plan administrator or any combination of the foregoing; or
- (c) the PBGC institute proceedings under Title IV of ERISA to terminate, to impose liability (other than for the premiums under Section 4007 of ERISA) in respect of or to cause the trustee to be appointed to administer any Material Plan; or
- (d) a condition exists by reason of which the PBGC is entitled under Section 4042(a)(1) or (2) or ERISA to obtain a decree adjudicating that any Material Plan must be terminated; or
- (e) there occurs with respect to one or more Multiemployer Plans:
 - (i) a complete or partial withdrawal; or
 - (ii) a default within the meaning of Section 4219(c)(5) of ERISA, which in the case of the event described in sub-paragraph (i) or (ii),

that is reasonably expected to cause one or more members of the ERISA Group to incur a current payment obligation in excess of US\$50,000,000.

20.15 Material adverse change

Any event or series of events occurs which, in the reasonable opinion of the Majority Lenders, is reasonably likely to have a Material Adverse Effect.

20.16 Acceleration

If an Event of Default is outstanding, the Facility Agent may, by notice to the Company:

- (a) cancel the Total Commitments; and/or
- (b) declare that all or part of any amounts outstanding under the Finance Documents are:
 - (i) immediately due and payable; and/or
 - (ii) payable on demand by the Facility Agent acting on the instructions of the Majority Lenders.

Any notice given under this Subclause will take effect in accordance with its terms.

21. THE ADMINISTRATIVE PARTIES

21.1 Appointment and duties of the Facility Agent

- (a) Each Finance Party (other than the Facility Agent) irrevocably appoints the Facility Agent to act as its agent under the Finance Documents.
- (b) Each Finance Party irrevocably authorises the Facility Agent to:
 - (i) perform the duties and to exercise the rights, powers and discretions that are specifically given to it under the Finance Documents, together with any other incidental rights, powers and discretions; and
 - (ii) execute each Finance Document expressed to be executed by the Facility Agent.
- (c) The Facility Agent has only those duties which are expressly specified in the Finance Documents. Those duties are solely of a mechanical and administrative nature.

21.2 Role of the Arrangers

Except as specifically provided in the Finance Documents, no Arranger has any obligations of any kind to any other Party in connection with any Finance Document.

21.3 No fiduciary duties

Except as specifically provided in a Finance Document, nothing in the Finance Documents makes an Administrative Party a trustee or fiduciary for any other Party or any other person. No Administrative Party need hold in trust any moneys paid to it for a Party or be liable to account for interest on those moneys.

21.4 Individual position of an Administrative Party

- (a) If it is also a Lender, each Administrative Party has the same rights and powers under the Finance Documents as any other Lender and may exercise those rights and powers as though it were not an Administrative Party.
- (b) Each Administrative Party may:
 - (i) carry on any business with any Obligor or its related entities (including acting as an agent or a trustee for any other financing); and
 - (ii) retain any profits or remuneration it receives under the Finance Documents or in relation to any other business it carries on with any Obligor or its related entities.

21.5 Reliance

The Facility Agent may:

- (a) rely on any notice or document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person;
- (b) rely on any statement made by any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify;

- (c) engage, pay for and rely on professional advisers selected by it (including those representing a Party other than the Facility Agent); and
- (d) act under the Finance Documents through its personnel and agents.

21.6 Majority Lenders' instructions

- (a) The Facility Agent is fully protected if it acts on the instructions of the Majority Lenders in the exercise of any right, power or discretion or any matter not expressly provided for in the Finance Documents. Any such instructions given by the Majority Lenders will be binding on all the Lenders. In the absence of instructions, the Facility Agent may act as it considers to be in the best interests of all the Lenders.
- (b) The Facility Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings in connection with any Finance Document.
- (c) The Facility Agent may require the receipt of security satisfactory to it, whether by way of payment in advance or otherwise, against any liability or loss which it may incur in complying with the instructions of the Majority Lenders.

21.7 Responsibility

- (a) No Administrative Party is responsible to any other Finance Party for the adequacy, accuracy or completeness of:
 - (i) any Finance Document or any other document; or
 - (ii) any statement or information (whether written or oral) made in or supplied in connection with any Finance Document.
- (b) Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms that it:
 - (i) has made, and will continue to make, its own independent appraisal of all risks arising under or in connection with the Finance Documents (including the financial condition and affairs of each Obligor and its related entities and the nature and extent of any recourse against any Party or its assets); and
 - (ii) has not relied exclusively on any information provided to it by any Administrative Party in connection with any Finance Document.

21.8 Exclusion of liability

- (a) The Facility Agent is not liable to any other Finance Party for any action taken or not taken by it in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.
- (b) No Party may take any proceedings against any officer, employee or agent of the Facility Agent in respect of any claim it might have against the Facility Agent or in respect of any act or omission of any kind by that officer, employee or agent in connection with any Finance Document. Any officer, employee or agent of the Facility Agent may rely on this Subclause and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

21.9 Default

- (a) The Facility Agent is not obliged to monitor or enquire whether a Default has occurred. The Facility Agent is not deemed to have knowledge of the occurrence of a Default.
- (b) If the Facility Agent:
 - (i) receives notice from a Party referring to this Agreement, describing a Default and stating that the event is a Default; or
 - (ii) is aware of the non-payment of any principal or interest or any fee payable to a Lender under this Agreement,it must promptly notify the Lenders.

21.10 Information

- (a) The Facility Agent must promptly forward to the person concerned the original or a copy of any document which is delivered to the Facility Agent by a Party for that person.
- (b) Except where a Finance Document specifically provides otherwise, the Facility Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (c) Except as provided above, the Facility Agent has no duty:
 - (i) either initially or on a continuing basis to provide any Lender with any credit or other information concerning the risks arising under or in connection with the Finance Documents (including any information relating to the financial condition or affairs of any Obligor or its related entities or the nature or extent of recourse against any Party or its assets) whether coming into its possession before, on or after the date of this Agreement; or
 - (ii) unless specifically requested to do so by a Lender in accordance with a Finance Document, to request any certificate or other document from any Obligor.
- (d) In acting as the Facility Agent, the agency division of the Facility Agent is treated as a separate entity from its other divisions and departments. Any information acquired by the Facility Agent which, in its opinion, is acquired by it otherwise than in its capacity as the Facility Agent may be treated as confidential by the Facility Agent and will not be treated as information possessed by the Facility Agent in its capacity as such.
- (e) Each Obligor irrevocably authorises the Facility Agent to disclose to the other Finance Parties any information which, in its opinion, is received by it in its capacity as the Facility Agent.

21.11 Indemnities

- (a) Without limiting the liability of any Obligor under the Finance Documents, each Lender must indemnify the Facility Agent for that Lender's Pro Rata Share of any loss or liability incurred by the Facility Agent in acting as the Facility Agent, except to the extent that the loss or liability is caused by the Facility Agent's gross negligence or wilful misconduct.

- (b) The Facility Agent may deduct from any amount received by it for a Lender any amount due to the Facility Agent from that Lender under a Finance Document but unpaid.

21.12 Compliance

The Facility Agent may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation or be otherwise actionable at the suit of any person, and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

21.13 Resignation of the Facility Agent

- (a) The Facility Agent may resign and appoint any of its Affiliates as successor Facility Agent by giving notice to the Lenders and the Company.
- (b) Alternatively, the Facility Agent may resign by giving notice to the Lenders and the Company, in which case the Majority Lenders may appoint a successor Facility Agent.
- (c) If no successor Facility Agent has been appointed under paragraph (b) above within 30 days after notice of resignation was given, the Facility Agent may appoint a successor Facility Agent.
- (d) The person(s) appointing a successor Facility Agent must, if practicable, consult with the Company prior to the appointment.
- (e) The resignation of the Facility Agent and the appointment of any successor Facility Agent will both become effective only when the successor Facility Agent notifies all the Parties that it accepts its appointment. On giving the notification, the successor Facility Agent will succeed to the position of the Facility Agent and the term "Facility Agent" will mean the successor Facility Agent.
- (f) The retiring Facility Agent must, at its own cost, make available to the successor Facility Agent such documents and records and provide such assistance as the successor Facility Agent may reasonably request for the purposes of performing its functions as the Facility Agent under the Finance Documents.
- (g) Upon its resignation becoming effective, this Clause will continue to benefit the retiring Facility Agent in respect of any action taken or not taken by it in connection with the Finance Documents while it was the Facility Agent, and, subject to paragraph (f) above, it will have no further obligations under any Finance Document.
- (h) The Majority Lenders may, by notice to the Facility Agent, require it to resign under paragraph (b) above.

21.14 Relationship with Lenders

- (a) The Facility Agent may treat each Lender as a Lender, entitled to payments under this Agreement and as acting through its Facility Office(s) until it has received not less than five Business Days' prior notice from that Lender to the contrary.
- (b) The Facility Agent may at any time, and must if requested to do so by the Majority Lenders, convene a meeting of the Lenders.

- (c) The Facility Agent must keep a register of all the Parties and supply any other Party with a copy of the register on request. The register will include each Lender's Facility Office(s) and contact details for the purposes of this Agreement.

21.15 Notice period

Where this Agreement specifies a minimum period of notice to be given to the Facility Agent, the Facility Agent may, at its discretion, accept a shorter notice period.

22. EVIDENCE AND CALCULATIONS

22.1 Accounts

Accounts maintained by a Finance Party in connection with this Agreement are prima facie evidence of the matters to which they relate for the purpose of any litigation or arbitration proceedings.

22.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under the Finance Documents will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

22.3 Calculations

Any interest or fee accruing under this Agreement accrues from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 or 365 days or otherwise, depending on what the Facility Agent determines is market practice.

23. FEES

23.1 Facility Agent's fee

The Company must pay to the Facility Agent for its own account an agency fee in the manner agreed in the Fee Letter between the Facility Agent and the Company.

23.2 Front-end fee

The Company must pay to the Arrangers for their own account a front-end fee in the manner agreed in the Fee Letter between the Arrangers and the Company.

23.3 Commitment fee

- (a) The Company must pay a commitment fee computed at the rate of:
- (i) on that portion of the undrawn, uncanceled portion of the Total Commitments which may be drawn by each Borrower other than:
 - (A) the Company;
 - (B) during the period ending on the date falling three months after the first Utilisation Date only, Schlumberger Investments,

0.115 per cent. per annum; and

(ii) on the remainder of the undrawn, uncanceled Total Commitments, 0.10 per cent. per annum.

(b) Accrued commitment fee is payable quarterly in arrear from the date of this Agreement. Accrued commitment fee is also payable to the Facility Agent for a Lender on the date its Commitment is cancelled in full.

24. INDEMNITIES AND BREAK COSTS

24.1 Currency indemnity

(a) The Company must, as an independent obligation, indemnify each Finance Party against any loss or liability which that Finance Party incurs as a consequence of:

(i) that Finance Party receiving an amount in respect of an Obligor's liability under the Finance Documents; or

(ii) that liability being converted into a claim, proof, judgment or order,

in a currency other than the currency in which the amount is expressed to be payable under the relevant Finance Document.

(b) Unless otherwise required by law, each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable.

24.2 Other indemnities

(a) The Company must indemnify each Finance Party against any loss or liability which that Finance Party incurs as a consequence of:

(i) the occurrence of any Event of Default;

(ii) (other than by reason of negligence or default by that Finance Party) a Loan not being made after a Request has been delivered for that Loan; or

(iii) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment.

The Company's liability in each case includes any loss or expense on account of funds borrowed, contracted for or utilised to fund any amount payable under any Finance Document, any amount repaid or prepaid or any Loan from such sources as it may reasonably select.

(iv) The Company must indemnify the Facility Agent against any loss or liability incurred by the Facility Agent as a result of acting or relying on any notice expressed to be sent by or on behalf of an Obligor which the Facility Agent reasonably believes to be genuine, correct and appropriately authorised.

24.3 Break Costs

- (a) Each Borrower must pay to each Lender its Break Costs.
- (b) Break Costs are the amount (if any) determined by the relevant Lender by which:
 - (i) the interest which that Lender would have received (excluding the applicable Margin for the period from the date of the prepayment until the last day of the relevant Term) for the period from the date of receipt of any part of its share in a Loan or an overdue amount to the last day of the current Term for that Loan or overdue amount if the principal or overdue amount received had been paid on the last day of that Term;

exceeds

 - (ii) the amount which that Lender would be able to obtain by placing an amount equal to the amount received by it on deposit with a leading bank in the London interbank market for a period starting on the Business Day following receipt and ending on the last day of the relevant Term.
- (c) Each Lender must supply to the Facility Agent for the relevant Borrower details of the amount of any Break Costs claimed by it under this Subclause.

25. EXPENSES

25.1 Initial costs

The Company must pay to each Administrative Party the amount of all reasonable costs and expenses incurred by it in connection with the negotiation, syndication and execution of the Finance Documents in accordance with the arrangements agreed between the Company and the Arrangers prior to the date of this Agreement.

25.2 Subsequent costs

The Company must pay to the Facility Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with:

- (a) the negotiation, preparation, printing and execution of any Finance Document (other than a Transfer Certificate) executed after the date of this Agreement; and
- (b) any amendment, waiver or consent requested by or on behalf of an Obligor or specifically allowed by this Agreement.

25.3 Enforcement costs

The Company must pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

26. AMENDMENTS AND WAIVERS

26.1 Procedure

- (a) Except as provided in this Clause, any term of the Finance Documents may be amended or waived with the agreement of the Company and the Majority Lenders. The Facility Agent may effect, on behalf of any Finance Party, an amendment or waiver allowed under this Clause.
- (b) The Facility Agent must promptly notify the other Parties of any amendment or waiver effected by it under paragraph (a) above. Any such amendment or waiver is binding on all the Parties.

26.2 Exceptions

- (a) An amendment or waiver which relates to:
 - (i) the definition of "Majority Lenders" in Clause 1.1 (Definitions);
 - (ii) an extension of the date of payment of any amount to a Lender under the Finance Documents;
 - (iii) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fee or other amount payable to a Lender under the Finance Documents;
 - (iv) an increase in, or an extension of, a Commitment;
 - (v) a term of a Finance Document which expressly requires the consent of each Lender;
 - (vi) the right of a Lender to assign or transfer its rights or obligations under the Finance Documents; or
 - (vii) this Clause,
 may only be made with the consent of all the Lenders.
- (b) An amendment or waiver which relates to the rights or obligations of an Administrative Party may only be made with the consent of that Administrative Party.

26.3 Change of currency

If a change in any currency of a country occurs (including where there is more than one currency or currency unit recognised at the same time as the lawful currency of a country), the Finance Documents will be amended to the extent the Facility Agent (acting reasonably and after consultation with the Company) determines is necessary to reflect the change.

26.4 Waivers and remedies cumulative

The rights of each Finance Party under the Finance Documents:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and

(c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

27. CHANGES TO THE PARTIES

27.1 Assignments and transfers by Obligors

No Obligor may assign or transfer any of its rights and obligations under the Finance Documents without the prior consent of all the Lenders.

27.2 Assignments and transfers by Lenders

(a) A Lender (the "Existing Lender") may, subject to the following provisions of this Subclause, at any time assign or transfer (including by way of novation) any of its rights and obligations under this Agreement to another bank or financial institution (the "New Lender").

(b) The consent of the Company is required for any assignment or transfer unless the New Lender is both:

- (i) another Lender or an Affiliate of a Lender; and
- (ii) is a Qualifying Lender but not a Treaty Lender (as defined in Clause 13.1 (General)).

Unless the proposed New Lender is a Treaty Lender or is not a Qualifying Lender, the consent of the Company must not be unreasonably withheld or delayed. The Company will be deemed to have given its consent ten Business Days after the Company is given notice of the request, unless it is expressly refused by the Company within that time. Notice will not be effectively given to the Company under this paragraph (b) if the notice does not specify:

- (iii) the jurisdiction in which the proposed New Lender is tax resident and whether that proposed New Lender is a Treaty Lender; and
- (iv) (A) that Loans will be disbursed by the proposed New Lender from outside the U.S.A.;
- (B) that negotiations in respect of the Facility have taken place outside the U.S.A. and execution of the Transfer Certificate or other transfer document by the proposed New Lender will take place outside the U.S.A.; and
- (C) that Loans will be booked outside the U.S.A. by the proposed New Lender.

(c) The Company may not withhold its consent solely because the assignment or transfer might increase the Mandatory Cost.

(d) A transfer of obligations will be effective only if either:

- (i) the obligations are novated in accordance with the following provisions of this Clause; or
- (ii) the New Lender confirms to the Facility Agent and the Company in form and substance satisfactory to the Facility Agent that it is bound by the terms of this Agreement as a Lender. On the transfer becoming effective in this manner the

Existing Lender will be released from its obligations under this Agreement to the extent that they are transferred to the New Lender.

- (e) Unless the Facility Agent otherwise agrees, the New Lender must pay to the Facility Agent for its own account, on or before the date any assignment or transfer occurs, a fee of e1,500.
- (f) Any reference in this Agreement to a Lender includes a New Lender but excludes a Lender if no amount is or may be owed to or by it under this Agreement.
- (g) If any Lender assigns its rights under this Agreement, a written instrument by which those rights are assigned must be notified to any Borrower incorporated in France by bailiff ("huissier") in accordance with the provisions of Article 1690 of the French Civil Code at the cost of the relevant New Lender.

27.3 Procedure for transfer by way of novations

- (a) In this Subclause:

"Transfer Date"

means, for a Transfer Certificate, the later of:

- (i) the proposed Transfer Date specified in that Transfer Certificate; and
 - (ii) the date on which the Facility Agent executes that Transfer Certificate.
- (b) A novation is effected if:
 - (i) the Existing Lender and the New Lender deliver to the Facility Agent a duly completed Transfer Certificate; and
 - (ii) the Facility Agent executes it.

The Facility Agent must execute as soon as reasonably practicable a Transfer Certificate delivered to it and which appears on its face to be in order.

- (c) Each Party (other than the Existing Lender and the New Lender) irrevocably authorises the Facility Agent to execute any duly completed Transfer Certificate on its behalf.
- (d) On the Transfer Date:
 - (i) the New Lender will assume the rights and obligations of the Existing Lender expressed to be the subject of the novation in the Transfer Certificate in substitution for the Existing Lender; and
 - (ii) the Existing Lender will be released from those obligations and cease to have those rights.
- (e) For the avoidance of doubt, the Parties agree that any novation effected in accordance with this Clause shall constitute a novation ("novation") within the meaning of Article 1271 et seq. of the French Civil Code.

27.4 Limitation of responsibility of Existing Lender

- (a) Unless expressly agreed to the contrary, an Existing Lender is not responsible to a New Lender for the legality, validity, adequacy, accuracy, completeness or performance of:
- (i) any Finance Document or any other document; or
 - (ii) any statement or information (whether written or oral) made in or supplied in connection with any Finance Document,
- and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
- (i) has made, and will continue to make, its own independent appraisal of all risks arising under or in connection with the Finance Documents (including the financial condition and affairs of each Obligor and its related entities and the nature and extent of any recourse against any Party or its assets) in connection with its participation in this Agreement; and
 - (ii) has not relied exclusively on any information supplied to it by the Existing Lender in connection with any Finance Document.
- (c) Nothing in any Finance Document requires an Existing Lender to:
- (i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under this Clause; or
 - (ii) support any losses incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under any Finance Document or otherwise.

27.5 Costs resulting from change of Lender or Facility Office

If:

- (a) a Lender assigns or transfers any of its rights and obligations under the Finance Documents or changes its Facility Office; and
- (b) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to pay a Tax Payment or an Increased Cost,

then, unless the assignment, transfer or change is made by a Lender to mitigate any circumstance giving rise to the Tax Payment, Increased Cost or a right to be prepaid and/or cancelled by reason of illegality, the Obligor need only pay that Tax Payment or Increased Cost to the same extent that it would have been obliged to if no assignment, transfer or change had occurred.

27.6 Additional Borrowers

- (a) If the Company wishes one of its direct or indirect Subsidiaries to become an Additional Borrower, then it may (with the prior consent of all the Lenders) deliver to the Facility Agent the relevant documents and evidence listed in Part II of Schedule 2 (Conditions precedent documents).

(b) The relevant Subsidiary will become an Additional Borrower when the Facility Agent notifies the other Finance Parties and the Company that it has received all of the documents and evidence referred to in paragraph (a) above in form and substance satisfactory to it. The Facility Agent must give this notification as soon as reasonably practicable.

(c) Delivery of an Accession Agreement, executed by the relevant Subsidiary and the Company, to the Facility Agent constitutes confirmation by that Subsidiary and the Company that the Repeating Representations are then correct.

27.7 Resignation of a Borrower (other than the Company)

(a) In this Subclause, "Resignation Request" means a letter in the form of Part II of Schedule 7 (Form of Resignation Request), with such amendments as the Facility Agent may approve or reasonably require.

(b) The Company may request that a Borrower (other than the Company) ceases to be a Borrower by giving to the Facility Agent a duly completed Resignation Request.

(c) The Facility Agent must accept a Resignation Request and notify the Company and the Lenders of its acceptance if:

- (i) the Facility Agent is not aware that a Default is outstanding or would result from the acceptance of the Resignation Request; and
- (ii) no amount owed by that Borrower under this Agreement is still outstanding.

(d) The Borrower will cease to be a Borrower when the Facility Agent gives the notification referred to in paragraph (c) above.

27.8 Changes to the Reference Banks

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Facility Agent must (in consultation with the Company) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

27.9 No obligations to be performed from the USA

No Lender may perform its obligations under this Agreement through any office located in the U.S.A. Each Lender shall take all reasonable steps to ensure that any extension of credit to a Borrower under this Agreement is made and maintained at all times "outside the United States" as that phrase is used in Section 221.6 (c) of Regulation U of the Board of Governors of the United States Federal Reserve System.

28. DISCLOSURE OF INFORMATION

(a) (i) On the Unconditional Date, this Clause supersedes any previous confidentiality undertaking given by a Finance Party in connection with this Agreement prior to it becoming a Party.

- (ii) Prior to the Unconditional Date, each Finance Party must keep confidential any information supplied to it by or on behalf of any Obligor in connection with the Finance Documents in accordance with the confidentiality undertaking signed by it before it became a Party.

- (b) Each Finance Party must keep confidential any information supplied to it by or on behalf of any Obligor in connection with the Finance Documents. However, a Finance Party is entitled to disclose information:
- (i) which is publicly available, other than as a result of a breach by that Finance Party of this Clause;
 - (ii) in connection with any legal or arbitration proceedings;
 - (iii) if required to do so under any law or regulation;
 - (iv) to a governmental, banking, taxation or other regulatory authority;
 - (v) to its professional advisers;
 - (vi) to the extent allowed under paragraph (c) below; or
 - (vii) with the agreement of the relevant Obligor.
- (c) A Finance Party may disclose to an Affiliate or any person with whom it may enter, or has entered into, any kind of transfer, participation or other agreement in relation to this Agreement (a "Participant"):
- (i) a copy of any Finance Document; and
 - (ii) any information which that Finance Party has acquired under or in connection with any Finance Document.

However, before a participant may receive any confidential information, it must agree with the relevant Finance Party to keep that information confidential on the terms of paragraph (b) above.

29. SET-OFF

While an Event of Default is outstanding, a Finance Party may set off any matured obligation owed to it by an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any obligation (whether or not matured) owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

30. PRO RATA SHARING

30.1 Redistribution

If any amount owing by an Obligor under this Agreement to a Lender (the "Recovering Lender") is discharged by payment, set-off or any other manner other than through the Facility Agent under this Agreement (a "Recovery"), then:

- (a) the recovering Lender must, within three Business Days, supply details of the recovery to the Facility Agent;

- (b) the Facility Agent must calculate whether the recovery is in excess of the amount which the recovering Lender would have received if the recovery had been received by the Facility Agent under this Agreement; and
- (c) the recovering Lender must pay to the Facility Agent an amount equal to the excess (the "Redistribution").

30.2 Effect of redistribution

- (a) The Facility Agent must treat a redistribution as if it were a payment by the relevant Obligor under this Agreement and distribute it among the Lenders accordingly.
- (b) When the Facility Agent makes a distribution under paragraph (a) above, the recovering Lender will be subrogated to the rights of the Finance Parties which have shared in that redistribution.
- (c) If and to the extent that the recovering Lender is not able to rely on any rights of subrogation under paragraph (b) above, the relevant Obligor will owe the recovering Lender a debt which is equal to the redistribution, immediately payable and of the type originally discharged.
- (d) If:
 - (i) a recovering Lender must subsequently return a recovery, or an amount measured by reference to a recovery, to an Obligor; and
 - (ii) the recovering Lender has paid a redistribution in relation to that recovery,

each Finance Party must reimburse the recovering Lender all or the appropriate portion of the redistribution paid to that Finance Party, together with interest for the period while it held the redistribution. In this event, the subrogation in paragraph (b) above will operate in reverse to the extent of the reimbursement.

30.3 Exceptions

Notwithstanding any other term of this Clause, a recovering Lender need not pay a redistribution to the extent that:

- (a) it would not, after the payment, have a valid claim against the relevant Obligor in the amount of the redistribution; or
- (b) it would be sharing with another Finance Party any amount which the recovering Lender has received or recovered as a result of legal or arbitration proceedings, where:
 - (i) the recovering Lender notified the Facility Agent of those proceedings; and
 - (ii) the other Finance Party had an opportunity to participate in those proceedings but did not do so or did not take separate legal or arbitration proceedings as soon as reasonably practicable after receiving notice of them.

31. SEVERABILITY

If a term of a Finance Document is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of the Finance Documents; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of the Finance Documents.

32. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

33. NOTICES

33.1 In writing

- (a) Any communication in connection with a Finance Document must be in writing and, unless otherwise stated, may be given in person, by post, telex, fax or any electronic communication approved by the Facility Agent.
- (b) For the purpose of the Finance Documents, an electronic communication will be treated as being in writing.
- (c) Unless it is agreed to the contrary, any consent or agreement required under a Finance Document must be given in writing.

33.2 Contact details

- (a) Except as provided below, the contact details of each Party for all communications in connection with the Finance Documents are those notified by that Party for this purpose to the Facility Agent on or before the date it becomes a Party.
- (b) The contact details of the Company for this purpose are:

Address: Schlumberger Limited, Paris Branch
42 rue Saint Dominique
75007 Paris
Fax number: + 33 (0) 1 40 62 12 90
Attention: Treasury Department.

- (c) The contact details of the Facility Agent for this purpose are:

Address: Citibank International plc
PO Box 202
336 Strand
London WC2R 1HB
Fax number: 44 20 7500 4482/4484
Attention: Loans Agency

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- (d) Any Party may change its contact details by giving five Business Days' notice to the Facility Agent or (in the case of the Facility Agent) to the other Parties.
 - (e) Where a Party nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

33.3 Effectiveness

- (a) Except as provided below, any communication in connection with a Finance Document will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
 - (iii) if by telex, when despatched, but only if, at the time of transmission, the correct answerback appears at the start and at the end of the sender's copy of the notice;
 - (iv) if by fax, when received in legible form; and
 - (v) if by e-mail or any other electronic communication, on receipt.
- (b) A communication given under paragraph (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.
- (c) A communication to the Facility Agent will only be effective on actual receipt by it.

33.4 Obligors

- (a) All communications under the Finance Documents to or from an Obligor must be sent through the Facility Agent.
- (b) All communications under the Finance Documents to or from an Obligor (other than the Company) must be sent through the Company.
- (c) Each Obligor (other than the Company) irrevocably appoints the Paris Branch of the Company to act as its agent:
 - (i) to give and receive all communications under the Finance Documents; and
 - (ii) to sign all documents under or in connection with the Finance Documents.
- (d) Any communication given to the Company in connection with a Finance Document will be deemed to have been given also to the other Obligors.
- (e) The Facility Agent may assume that any communication made by the Company is made with the consent of each other Obligor.

34. LANGUAGE

- (a) Any notice given in connection with a Finance Document must be in English.
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- (b) Any other document provided in connection with a Finance Document must be:
- (i) in English; or
 - (ii) (unless the Facility Agent otherwise agrees) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

35. GOVERNING LAW

This Agreement is governed by English law.

36. ENFORCEMENT

36.1 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute in connection with any Finance Document.
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute.
- (c) This Clause is for the benefit of the Finance Parties only. To the extent allowed by law, a Finance Party may take:
 - (i) proceedings in any other court; and
 - (ii) concurrent proceedings in any number of jurisdictions.

36.2 Service of process

- (a) Each Obligor not incorporated in England and Wales irrevocably appoints Schlumberger Public Limited Company as its agent under the Finance Documents for service of process in any proceedings before the English courts.
- (b) If any person appointed as process agent is unable for any reason to act as agent for service of process, the Company (on behalf of all the Obligors) must immediately appoint another agent on terms acceptable to the Facility Agent. Failing this, the Facility Agent may appoint another agent for this purpose.
- (c) Each Obligor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.
- (d) This Clause does not affect any other method of service allowed by law.

36.3 Waiver of trial by jury

EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH ANY FINANCE DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY ANY FINANCE DOCUMENT. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY COURT.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
ORIGINAL PARTIES

Name Of Original Lender	Commitments U.S.\$
The Chase Manhattan Bank	900,000,000
BNP Paribas	900,000,000
Citibank, N.A. London Branch	900,000,000
Lehman Brothers Bankhaus AG, London Branch	300,000,000
Total Commitments	----- US\$3,000,000,000 -----

SCHEDULE 2

CONDITIONS PRECEDENT DOCUMENTS

PART I

TO BE DELIVERED BEFORE THE FIRST REQUEST

Original obligors

1. A copy of the constitutional documents of each Original Obligor including, without limitation, a copy of the "statuts" and an extract of the K-Bis of the Registry of Commerce and Companies dated no more than one month prior to the date of this Agreement for SISA.
2. A copy of a resolution of the board of directors of each Original Obligor except for SISA approving the terms of, and the transactions contemplated by, this Agreement.
3. A specimen of the signature of each person authorised on behalf of an Original Obligor to execute any Finance Document or to sign or send any document or notice in connection with any Finance Document.
4. A copy of the power of attorney of each Original Obligor under which any Finance Document or related document is to be issued.
5. A certificate of an authorised signatory or duly appointed attorney of the Company:
 - (a) confirming that utilising the Total Commitments in full would not breach any limit binding on any Original Obligor; and
 - (b) certifying that each copy document specified in Part I of this Schedule is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

Legal opinions

1. A legal opinion of Allen & Overy, London legal advisers to the Arrangers and the Facility Agent, substantially in the form of Schedule 8 (Form of legal opinion of Allen & Overy), addressed to the Finance Parties.
2. If an Obligor is incorporated in a jurisdiction other than England, a legal opinion from legal advisers in that jurisdiction acceptable to the Arrangers, addressed to the Finance Parties.

Other documents

1. An original of the Comfort Letter, duly executed by the Company.
 2. A copy of the Press Release.
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3. A copy of the Offer Document.*
4. A copy of any amendment to the Offer Document.*
5. Confirmation from the Company that the Unconditional Date has occurred, together with a copy of the certificate issued by the receiving agent to the Company for the purposes of Note 7 to Rule 10 of the Code.*
6.
 - (a) A copy of a European Commission RAPID or Midday Express press release or a copy of a written communication by the European Commission clearing the Offer; and
 - (b) confirmation in writing from an authorised signatory or duly appointed attorney of the Company that the relevant waiting periods have expired under the Hart Scott Rodino Anti Trust Improvement Act 1976 (as amended) and any relevant regulations made under it.*
7. A list of the Material Subsidiaries as at the date of this Agreement.

* These documents do not have to be in form and substance satisfactory to the Facility Agent.

PART II
FOR AN ADDITIONAL BORROWER

Additional Borrowers

1. An Accession Agreement, duly executed by the Company and the Additional Borrower.
2. A copy of the constitutional documents of the Additional Borrower.
3. A copy of a resolution of the board of directors of the Additional Borrower approving the terms of, and the transactions contemplated by, the Accession Agreement.
4. A specimen of the signature of each person authorised on behalf of the Additional Borrower to execute or witness the execution of any Finance Document or to sign or send any document or notice in connection with any Finance Document.
5. A certificate of an authorised signatory of the Additional Borrower:
 - (a) confirming that utilising the Total Commitments in full would not breach any limit binding on it; and
 - (b) certifying that each copy document specified in Part II of this Schedule is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Agreement.
6. If available, a copy of the latest audited accounts of the Additional Borrower.
7. Evidence that the agent of the Additional Borrower (if incorporated outside England and Wales) under the Finance Documents for service of process in England and Wales has accepted its appointment.

Legal opinions

1. A legal opinion of Allen & Overy, legal advisers to the Facility Agent, addressed to the Finance Parties.
2. If the Additional Borrower is incorporated in a jurisdiction other than England, a legal opinion from legal advisers in that jurisdiction, addressed to the Finance Parties.

Other documents and evidence

1. Evidence that all expenses due and payable from the Company under this Agreement in respect of the Accession Agreement have been paid.
 2. A comfort letter, in the form of the Comfort Letter, in respect of that Additional Borrower, duly executed by the Company.
 3. A copy of any other authorisation or other document, opinion or assurance which the Facility Agent has notified the Company is necessary in connection with the entry into and
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performance of, and the transactions contemplated by, the Accession Agreement or for the validity and enforceability of any Finance Document.

SCHEDULE 3

FORM OF REQUEST

To: CITIBANK INTERNATIONAL plc as Facility Agent

From: [Borrower]

Date: []

SCHLUMBERGER LIMITED-US\$3,000,000,000 CREDIT AGREEMENT
dated [] February, 2001 (the "Agreement")

1. We refer to the Agreement. This is a Request.
2. We wish to borrow a Revolving Credit Loan/Term Loan* on the following terms:
 - (a) Utilisation Date: [],
 - (b) Amount/currency: []
 - (c) Term: [].
3. Our payment instructions are: [].
4. We confirm that each condition precedent under the Agreement which must be satisfied on the date of this Request is so satisfied.
5. We confirm that we are in compliance with the requirements of Clause 19.12 (Borrower financial condition) of the Agreement and will remain in compliance when the Loan is borrowed.**
6. This Request is irrevocable.

By:

[Borrower]

* Delete as applicable. Term Loans may only be drawn down after the Term-out Date.

** To be included in requests by all Borrowers other than the Company.

SCHEDULE 4

CALCULATION OF THE MANDATORY COST

1. General

The Mandatory Cost is the weighted average of the rates for each Lender calculated below by the Facility Agent on the first day of a Term. The Facility Agent must distribute each amount of Mandatory Cost among the Lenders on the basis of the rate for each Lender.

2. For a Lender lending from a Facility Office in the U.k.

- (a) The relevant rate for a Lender lending from a Facility Office in the U.K. is calculated in accordance with the following formulae:

for a Loan in Sterling:

$$\frac{AB + C(B-D) + E \times 0.01 \text{ per cent. per annum}}{100 - (A + C)}$$

for any other Loan:

$$\frac{E \times 0.01 \text{ per cent. per annum}}{300}$$

where on the day of application of the formula:

- A is the percentage of that Lender's eligible liabilities (in excess of any stated minimum) which the Bank of England requires it to hold on a non-interest-bearing deposit account in accordance with its cash ratio requirements;
- B is LIBOR for that Term;
- C is the percentage of that Lender's eligible liabilities which the Bank of England requires it to place as a special deposit;
- D is the interest rate per annum allowed by the Bank of England on a special deposit; and
- E is the charge payable by each Lender to the Financial Services Authority under the fees regulations (but, for this purpose, ignoring any minimum fee required under the fees regulations) and expressed in pounds per (Pounds)1 million of the fee base of that Lender.

- (b) For the purposes of this paragraph 2:

- (i) "eligible liabilities" and "special deposit" have the meanings given to them at the time of application of the formula by the Bank of England;
- (ii) "fee base" has the meaning given to it in the fees regulations; and

(iii) "fees regulations" means The Financial Services Banking Supervision (Fees) Regulations 2000.

(c) (i) In the application of the formulae, A, B, C and D are included as figures and not as percentages, e.g. if A = 0.5% and B = 15%, AB is calculated as 0.5 x 15. A negative result obtained by subtracting D from B is taken as zero.

(ii) Each rate calculated in accordance with a formula is, if necessary, rounded upward to four decimal places.

(d) (i) Each Lender must supply to the Facility Agent the information required by it to make a calculation of the rate for that Lender. The Facility Agent may assume that this information is correct in all respects.

(ii) If a Lender fails to do so, the Facility Agent may assume that the Lender's obligations in respect of cash ratio deposits, special deposits and the fees regulations are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.

(iii) The Facility Agent has no liability to any Party if its calculation over or under compensates any Lender.

3. For a Lender lending from a Facility Office in a Participating Member State

(a) The relevant rate for a Lender lending from a Facility Office in a Participating Member State is the percentage rate per annum notified by that Lender to the Facility Agent as its cost (if any) of complying with the minimum reserve requirements of the European Central Bank.

(b) If a Lender fails to specify a rate under paragraph (a) above, the Facility Agent will assume that the Lender has not incurred any such cost.

4. Changes

The Facility Agent may, after consultation with the Company and the Lenders, notify all the Parties of any amendment to this Schedule which is required to reflect:

(a) any change in law or regulation of the United Kingdom or the European Union relating to a cost of the type referred to in this Schedule; or

(b) any requirement imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any successor authority).

Any notification will be, in the absence of manifest error, conclusive and binding on all the Parties.

SCHEDULE 5

FORM OF TRANSFER CERTIFICATE

To: CITIBANK INTERNATIONAL plc as Facility Agent

From: [THE EXISTING LENDER] (the "Existing Lender") and [THE NEW LENDER] (the "New Lender")

Date: []
SCHLUMBERGER LIMITED - US\$3,000,000,000 Credit Agreement
dated [], 2001 (the "Agreement")

We refer to the Agreement. This is a Transfer Certificate.

1. The Existing Lender transfers by novation to the New Lender the Existing Lender's rights and obligations referred to in the Schedule below in accordance with the terms of the Agreement.
2. The proposed Transfer Date is [].
3. The administrative details of the New Lender for the purposes of the Agreement are set out in the Schedule.
4. This Transfer Certificate is governed by English law.

THE SCHEDULE

Rights and Obligations to be Transferred by Novation
[insert relevant details, including applicable Commitment (or part)]

Administrative Details of the New Lender
[insert details of Facility Office, address for notices and payment details etc.]

[EXISTING LENDER] [NEW LENDER]

By: By:

The Transfer Date is confirmed by the Facility Agent as [].

CITIBANK INTERNATIONAL plc

By:

SCHEDULE 6

FORM OF COMPLIANCE CERTIFICATE

To: CITIBANK INTERNATIONAL plc as Facility Agent

From: SCHLUMBERGER LIMITED

Date: []

SCHLUMBERGER LIMITED - US\$3,000,000,000 CREDIT AGREEMENT

dated [] February, 2001 (the "Agreement")

1. We refer to the Agreement. This is a Compliance Certificate.
2. We confirm that the following companies were Material Subsidiaries at [relevant testing date]:
[].
3. [We confirm that no Default is outstanding as at [relevant date]]./1/

SCHLUMBERGER LIMITED

By:

/1/ If this statement cannot be made, the certificate should identify any Default that is outstanding and the steps, if any, being taken to remedy it.

SCHEDULE 7

PART I

FORM OF ACCESSION AGREEMENT

To: CITIBANK INTERNATIONAL plc as Facility Agent
From: SCHLUMBERGER LIMITED and [Proposed Borrower]

Date: []

SCHLUMBERGER LIMITED - US\$3,000,000,000 Credit Agreement
dated [] February, 2001 (the "Agreement")

We refer to the Agreement. This is an Accession Agreement.

[Name of company] of [address/registered office] agrees to become an Additional Borrower and to be bound by the terms of the Agreement as an Additional Borrower.

This Accession Agreement is governed by English law.

SCHLUMBERGER LIMITED

By:

[PROPOSED BORROWER]

By:

PART II

FORM OF RESIGNATION REQUEST

To: CITIBANK INTERNATIONAL plc as Facility Agent

From: SCHLUMBERGER LIMITED and [relevant Borrower]

Date: [], 2001

SCHLUMBERGER LIMITED - US\$3,000,000,000 Credit Agreement dated [],
2001 (the "Agreement")

1. We refer to the Agreement. This is a Resignation Request.
2. We request that [resigning Borrower] be released from its obligations as a Borrower under the Agreement.
3. We confirm that no Default is outstanding or would result from the acceptance of this Resignation Request.
4. We confirm that as at the date of this Resignation Request no amount owed by [resigning Borrower] under the Agreement is outstanding.
5. This Resignation Request is governed by English law.

SCHLUMBERGER LIMITED [Relevant Borrower]

By: By:

The Facility Agent confirms that this resignation takes effect on [].

CITIBANK INTERNATIONAL plc

By:

SCHEDULE 8

FORM OF LEGAL OPINION OF ALLEN & OVERY, LONDON

To: The Finance Parties named as
original parties to the Agreement
(as defined below).

Dear Sirs,

[], 2001

SCHLUMBERGER LIMITED - US\$3,000,000,000 CREDIT AGREEMENT
dated [] February, 2001 (the "Agreement")

We have received instructions from the Arrangers in connection with the Agreement.

Defined Terms

In this opinion:

"English Original Obligors"

means each Original Obligor incorporated in England; and

terms defined in the Agreement have the same meaning in this opinion.

Documents and Searches

For the purposes of this opinion we have examined the following documents:

- (a) a signed copy of the Agreement;
- (b) a certified copy of the memorandum and articles of association and certificate of incorporation of each English Original Obligor;
- (c) a certified copy of the minutes of a meeting of the board of directors of each English Original Obligor held on [], 2001;
- (d) a certified copy of a power of attorney dated [], 2001 for each English Original Obligor; and
- (e) a certificate of the Company confirming, amongst other things, that the entry into and performance of the Agreement will not contravene any limit contained in the articles of association of any English Original Obligor.

On [] we carried out a search of each English Original Obligor at the Companies Registry. On [] we made a telephone search of each English Original Obligor at the winding-up petitions at the Companies court.

The above are the only documents or records we have examined and the only searches and enquiries we have carried out for the purposes of this opinion.

Assumptions

We assume that:

- (a) each English Original Obligor is not unable to pay its debts within the meaning of section 123 of the Insolvency Act, 1986 at the time it enters into the Agreement and will not as a result of the Agreement be unable to pay its debts within the meaning of that section;
- (b) no step has been taken to wind up or dissolve any English Original Obligor, put any English Original Obligor into administration or appoint a receiver, administrator, administrative receiver, trustee in bankruptcy or similar officer in respect of it or any of its assets although the searches of the Companies Registry referred to above gave no indication that any winding-up, dissolution or administration order or appointment of a receiver, administrator, administrative receiver, trustee in bankruptcy or similar officer has been made;
- (c) all signatures and documents are genuine;
- (d) all documents are and remain up-to-date;
- (e) the correct procedure was carried out at all the board meetings referred to above; for example, there was a valid quorum, all relevant interests of directors were declared and the resolutions were duly passed at each meeting;
- (f) any restrictions on the ability of a English Original Obligor to borrow or guarantee contained in its Articles of Association would not be contravened by the entry into and performance by it of the Agreement;
- (g) the Agreement has been duly executed on behalf of each English Original Obligor by the person(s) authorised by the resolutions passed at the relevant meeting referred to above;
- (h) the Agreement is a legally binding, valid and enforceable obligation of each Finance Party; and
- (i) no foreign law affects the conclusions stated below.

Opinion

Subject to the qualifications set out below and to any matters not disclosed to us, it is our opinion that, so far as the present laws of England are concerned:

1. Status: Schlumberger plc is a company incorporated with limited liability under the laws of England and is not in liquidation and Schlumberger Investments is a company incorporated with unlimited liability under the laws of England and is not in liquidation.
2. Powers And Authority: Each English Original Obligor has the corporate power to enter into and perform the Agreement and has taken all necessary corporate action to authorise the execution, delivery and performance of the Agreement.
3. Legal Validity: The Agreement constitutes a legally binding, valid and enforceable obligation of each Original Obligor.

4. Non-conflict: The entry into and performance by each English Original Obligor of the Agreement will not violate any provision of (i) any existing English law applicable to companies generally, or (ii) its memorandum or articles of association.
5. Consents: No authorisations of governmental, judicial or public bodies or authorities in England are required by any English Original Obligor in connection with the performance, validity or enforceability of its payment obligations under the Agreement.
6. Taxes: All payments due from any English Original Obligor under the Agreement may be made without deduction of any U.K. Taxes, if, in the case of interest:
 - (i) (A) the person that advanced the participation in the Loan to which the interest relates was a bank for the purpose of section 349 of the Income and Corporation Taxes Act 1988 (as currently defined in section 840A of the Income and Corporations Tax Act 1988) at the time the Loan was made; and
 - (B) the person beneficially entitled to that interest is within the charge to U.K. corporation tax as regards that interest at the time the interest is paid; or
 - (ii) the interest is payable to a Treaty Lender and the Financial Intermediaries and Claims Office has given the necessary exemption authorisation.
7. Registration Requirements: It is not necessary or advisable to file, register or record the Agreement in any public place or elsewhere in England.
8. Stamp Duties: No stamp, registration or similar tax or charge is payable in England in respect of the Agreement.

Qualifications

This opinion is subject to the following qualifications:

- (a) This opinion is subject to all insolvency and other laws affecting the rights of creditors generally.
- (b) No opinion is expressed on matters of fact.
- (c) We have assumed that the obligations of each Original Obligor (other than an English Original Obligor) are legal, valid, binding and enforceable in its jurisdiction of incorporation. In this regard, we have relied on the other legal opinions referred to in Part I of Schedule 2.
- (d) The term "Enforceable" means that a document is of a type and form enforced by the English courts. It does not mean that each obligation will be enforced in accordance with its terms. Certain rights and obligations may be qualified by the non-conclusivity of certificates, doctrines of good faith and fair conduct, the availability of equitable remedies and other matters, but in our view these qualifications would not defeat your legitimate expectations in any material respect.

This opinion is given for your sole benefit and may not be relied upon by or disclosed to any other person.

Yours faithfully

SCHEDULE 9

FORM OF TEG LETTER

[ON LETTERHEAD OF THE FACILITY AGENT]

To: Schlumberger Industries S.A.

Date: []

Dear Sirs,

Schlumberger Limited - Us\$3,000,000,000 Revolving Multicurrency Credit Facility
Dated [] February, 2001 (the "Agreement")

We refer to the Agreement.

Terms defined in the Agreement shall bear the same meaning in this letter unless otherwise defined in this letter. References to Clauses in this letter are references to Clauses in the Agreement.

We confirm that:

1. this is the letter referred to in Clause 10.5 (Taux Effectif Global) of the Agreement;
2. you acknowledge that, due to the fact that interest payable under the Agreement is to be calculated on a floating rate basis by reference to LIBOR or EURIBOR for Terms selected by the Borrowers, it is not possible to compute the effective global rate ("taux effectif global") for the lifetime of the Facility;
3. in order to comply with the provisions of Articles L313-1 and L313-2 of the French "Code de la Consommation", and only as an indication based on the assumptions described below, examples of calculation of the effective global rate can be given as follows:
 - . for a Term of one month at US\$ LIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;
 - . for a Term of three months at US\$ LIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;
 - . for a Term of six months at US\$ LIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;
 - . for a Term of one month at EURIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;
 - . for a Term of three months at EURIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;
 - . for a Term of six months at EURIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;

. for a Term of six months at EURIBOR rate of []% per annum, []% i.e. a rate per Term (taux de periode) of []%;

The above rates are given on an indicative basis and on the basis (i) that drawdown for the full amount of the Total Commitment has been made, (ii) that the LIBOR/EURIBOR rate, expressed as an annual rate, is as fixed on [DATE], (iii) that the Margin is 0.35% per annum and (iv) that the various fees payable by you on the terms of the Agreement are paid. These rates are not binding on the Finance Parties.

We should be grateful if you would confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy.

This letter is designated a Finance Document.

Yours faithfully,

CITIBANK INTERNATIONAL plc
as Facility Agent

We agree to the above.

SCHLUMBERGER INDUSTRIES S.A.

SCHEDULE 10

FORM OF COMFORT LETTER

[ON THE LETTERHEAD OF SCHLUMBERGER LIMITED]

[], 2001

To: The Finance Parties under the Agreement

Gentlemen,

You have made available to Schlumberger Public Limited Company, Schlumberger Industries S.A. and Schlumberger Investments (the "Companies") committed revolving credit facilities up to a maximum of the following sub-limits:

- (a) in relation to Schlumberger Public Limited Company, \$1,000,000,000;
- (b) in relation to Schlumberger Industries S.A., \$1,500,000,000;
- (c) in relation to Schlumberger Investments, \$1,000,000,000; and
- (d) in relation to Schlumberger Public Limited Company and Schlumberger Investments together, an aggregate of \$1,000,000,000.

(the "Facilities") under a credit agreement dated [], 2001 (the "Agreement").

We hereby confirm that we are aware of this arrangement and that it bears our full approval. Although this letter should not be construed as a guarantee, we also confirm that it is our policy that the Companies should conduct their affairs with a view towards maintaining sufficient financial resources to meet their obligations under the Facility.

We intend to maintain directly or indirectly a 100% holding of the issued equity share capital of the Companies so long as any amount of the Facility remains outstanding.

We also confirm that in the event we wish to reduce our beneficial holding of the issued equity share capital of the Companies, we should give you reasonable notice of our intentions, and we agree to arrange a suitable mutually satisfactory substitute arrangement.

The statements made in this letter are valid until 31st March, 2003.

Sincerely,

For
Schlumberger Limited

SCHEDULE 11

FORM OF SUBORDINATION AGREEMENT

SIGNATORIES

Company

SCHLUMBERGER LIMITED

By:

Original Borrowers

SCHLUMBERGER PUBLIC LIMITED COMPANY

By:

SCHLUMBERGER INDUSTRIES SA

By:

SCHLUMBERGER INVESTMENTS

By:

Arrangers

J.P. MORGAN PLC

By:

BNP PARIBAS

By:

Arrangers (continued)

SALOMON BROTHERS INTERNATIONAL LIMITED

By:

LEHMAN BROTHERS INTERNATIONAL (EUROPE)

By:

Original Lenders

THE CHASE MANHATTAN BANK

By:

BNP PARIBAS

By:

CITIBANK, N.A.

By:

LEHMAN BROTHERS BANKHAUS AG, LONDON BRANCH

By:

Facility Agent

CITIBANK INTERNATIONAL plc

By:

[LOGO]	CREDIT AGREEMENT
FACILITY TYPE	TERM LOAN/REVOLVING CREDIT
OBLIGORS	MULTIPLE BORROWERS/SINGLE GUARANTOR
CURRENCY	MULTICURRENCY
SYNDICATED/SINGLE BANK	SYNDICATED
JURISDICTION	UK AND OVERSEAS
SECURITY	UNSECURED
DATE OF ASSEMBLY	6/th/ February 2001
AUTHOR	

Banking System Feedback Report

Return to Adrian Stafford - Room 6225

Feedback generated by (name and room)

Nature of issue (please complete giving as much detail as possible)

This issue is:- Problem

(please tick) Suggested enhancement

Importance:- Low

(please tick) Medium

High

Feedback reference code

SCHLUMBERGER INVESTMENTS
Registered Office: 8TH FLOOR
SOUTH QUAY PLAZA 2
183 MARSH WALL
LONDON
E14 9SH

Registered Number: 4157867

To:

The Directors
Sema plc
233 High Holborn
London
WC1V 7DJ

Date 12 February 2001

Strictly Private & Confidential

Dear Sirs

1. We refer to our discussions concerning the possible offer by us, or on our behalf, for the entire issued ordinary share capital of Selma plc (the Company) (the Offer).

2. As discussed, before we proceed to incur further expenditure by carrying out any further due diligence in connection with the Offer or otherwise evaluating it, we require the Company to enter into this agreement with us. Therefore, in consideration of our agreeing to (i) commit resources towards implementing the Offer and (ii) carry out further detailed due diligence in respect of the Company, the Company agrees by counter-signing a copy of this letter to observe and comply with its terms.

3. As an inducement and pre-condition to Schlumberger Investments' agreeing to announce the Offer, the Company hereby agrees to pay Schlumberger Investments a fee of US\$20 million (the Inducement Fee), subject to the terms and conditions of this paragraph 3.

The Inducement Fee shall only be payable if Schlumberger Investments announces its intention to make the Offer and;

(a) the Offer lapses or is withdrawn and prior thereto an Independent Competing Offer for the company has been announced, and subsequently such

Independent Competing Offer or another Independent Competing Offer (which, for the avoidance of doubt, has been announced prior to the Offer lapsing or having been withdrawn) becomes or is declared unconditional in all respects; or

- (b) the Offer lapses or is withdrawn and prior thereto the board of directors of the Company, or any committee thereof, shall have withdrawn or modified, in a manner adverse to Schlumberger Investments, its approval or recommendation of the Offer, or approved or recommended an Independent Competing Offer (or resolved to take any of the foregoing actions).

The Inducement Fee shall be due and payable (by wire transfer of same day funds to an account designated by us for the purpose in advance) two business days after, in the case of (a) above, the date on which the relevant Independent Competing Offer becomes or is declared unconditional in all respects or, in the case of (b) above, the date on which we notify you that Offer has lapsed or been withdrawn;

Independent Competing Offer means (a) an offer for, or scheme of arrangement of, the Company which is made or entered into by a person or persons who are not associates (as such term is defined in the City Code) of Schlumberger Investments at or above the value of the Offer or (b) any sale, disposal, merger, business combination, demerger or liquidation (or similar transaction or arrangement) resulting in any person or persons who are not associates of Schlumberger Investments owning more than 30% of the voting rights of the Company or assets representing more than 10% of the turnover of the Company and its subsidiary undertakings.

4. The Company agrees to take such action and give such assistance to Schlumberger Investments, its directors, employees, advisers, agents and representatives as Schlumberger Investments may reasonably request in order to enable Schlumberger Investments to (i) obtain any necessary regulatory clearances and approvals in connection with the Offer and (ii) prepare an offer document in accordance with the City Code on Takeovers and Mergers and other documentation required in connection with the Offer.

5. If any provision of this letter is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement, but without invalidating any of the remaining provisions of this agreement. If this paragraph applies to any provision of this letter, the Company shall promptly advise Schlumberger Investments of any action taken by it which (but for illegality or unenforceability) would have been prohibited by such provision.

6. Any delay by Schlumberger Investments in exercising, or failure to exercise, any right or remedy under this letter shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any rights or remedy under this letter or otherwise shall prevent any further exercise

of the right or remedy or the exercise of any other right or remedy. The rights and remedies of Schlumberger Investments under this letter are cumulative and not exclusive of any rights or remedies provided by law.

7. The terms of this letter shall be governed by and interpreted in accordance with English law and the courts of England are to have exclusive jurisdiction in respect of any disputes relating to it.

8. A person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

If you agree to the above terms, please indicate your agreement by signalling and returning a copy of this letter to us.

Yours faithfully

/s/ James L. Gunderson

for and on behalf of Schlumberger Investments

We confirm that we agree and accept the terms of this letter and intend to be legally bound by its terms.

/s/ Nick Deeming

for and on behalf of Sema

Dated 12 February 2001

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
14,288		

PART 2

The Option(s)

A. Executive Share Option Scheme

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by)
in the presence of:) /s/ V. Oswald
) -----

/s/ Julian Oswald Signature of witness

Julian Oswald Name of witness

Sudlows Address of witness

Shedfield

Southampton SO322HN

Company Director Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

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11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
10,598		

PART 2

The Option(s)

A. Executive Share Option Scheme

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by)
in the presence of:) /s/ Julian Oswald
) -----

/s/ V. Oswald Signature of witness

Veronica Oswald Name of witness

Sudlews Address of witness

Shedfield

Southampton SO322HN

Lady Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

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If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
360,116		

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
667,904		

Loan Stock

Number

106,774

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by Pierre Bonelli)
in the presence of:) /s/ Pierre Bonelli
) -----

/s/ Billan Signature of witness

Billan Name of witness

6 Bd Emil Augier Address of witness

75116 Paris

Lawyer Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

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 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
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6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

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14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

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15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
25,612		

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
149,463		

Loan Stock

Number

55,533

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by William Bitan)
In the presence of:) /s/ William Bitan
) -----

/s/ Billan Signature of witness

Billan Name of witness

6 Bd Augier Address of witness

75116 Paris

Lawyer Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
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Voting Rights and Prejudicial Action

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- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
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SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
120	COSSON LIG 5 rue Maurice Rand 92210 St Cloud France	

PART 2

The Option(s)

A. Executive Share Option Scheme

No. of Ordinary Shares	Date of grant	Exercise price
None		

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by) /s/ Gilles Cosson
in the presence of:) -----
)

/s/ Quelin Monique Signature of witness

QUELIN MONIQUE Name of witness

43 rue de l'Opera Address of witness

75002 Paris

Secretary Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

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Proposed Offer for Sema Plc (the "Offeree")

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- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares:	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
120	RNP - Parisas (probably through sicovatt)	

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by HERVE COUFFIN) /s/ HERVE COUFFIN
in the presence of:) -----

/s/ ELISABETH COUFFIN
----- Signature of witness

ELISABETH COUFFIN
----- Name of witness

20, Ave De Loupchamp
----- Address of witness

ST CLOUD - FRANCE

CONSULTANT
----- Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing of the register of members	Type of Consideration
10	Pascal Viginier 7, Rue Jobbe Duval 75015 Paris	

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by)
in the presence of:) /s/ Pascal Viginier
) -----

/s/ Jean Marc Lafond Signature of witness

Jean Marc Lafond Name of witness

168, rue Maurice Address of witness

Anoux - 92120

Montrouge - France

Head of the Office Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

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11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

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Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

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If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1 No. of Ordinary shares	2 Exact name and address of registered holder as appearing on the register of members	3 Type of Consideration
46,728	Frank Stevenson Jones. 37 Middle Field Lane Hagley Stourbridge West Midlands DY9 OPY	

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
30,849	14/10/98	4.80
100,000	24/5/00	7.26
20,000	31/5/00	9.30

B. Loan Stock. (Non Interest Bearing Convertible Subordinated Unsecured Loan Stock).

40,714	6/7/98
37,321	15/10/99

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by) /s/ Frank Jones
in the presence of) -----
)

/s/ D. Jones Signature of witness

DOROTHY JONES Name of witness

37 MIDDLEFIELD LANE Address of witness

HAGLEY WORCS

DY9 OPY

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

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3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
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Irrevocable Acceptance of the Offer

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Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
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7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

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8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

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8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
28,500	W.H. and B. Fryer 9 GLENHEADON RISE LEATHERHEAD SURREY KT22 8QT	

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by) /s/ W.H. FRYER
in the presence of:) /s/ B. FRYER
) -----

/s/ S.A. SHABANKAREH Signature of witness

S.A. SHABANKAREH Name of witness

7 GLENHEADON RISE Address of witness

LEATHERHEAD

SURREY KT22 8QT

IT MANAGER Occupation of witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

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Options

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Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

11.4 subject to any overriding fiduciary duty, I will, at all times while the Offer is open for acceptance:

11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

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11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

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12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

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If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration

PART 2

The Option(s)

A. Executive Share Option Scheme

No. of Ordinary Shares	Date of grant	Exercise price
110,000		

B. Save As You Earn Option Scheme

No. of Ordinary Shares	Date of grant	Exercise price
1,322		

Loan Stock

Number

57,431

This document was signed as a deed the day and year first before written.

Signed as deed and delivered)
by) /s/ Tidu Maini
in the presence of:) -----
)

/s/ Paul O'Dwyer Signature of witness

PAUL O'DWYER Name of witness

95 EALING VILLAGE Address of witness

EALING

LONDON W5 2EA.

Chartered Secretary

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
 - 3.3 I have full power and authority to accept, or to procure the acceptance of, the Offer in respect of those Offeree Ordinary Shares.

Irrevocable Acceptance of the Offer

- 4.1 I shall irrevocably accept, or procure the acceptance of, the Offer (or any revised or increased offer which may be made by or on behalf of Offeror) in respect of:
- 4.1.1 the Offeree Ordinary Shares specified in the first column of the schedule;
 - 4.1.2 any other Offeree Ordinary Shares which I acquire after signing this undertaking; and
 - 4.1.3 any other Offeree Ordinary Shares attributable to or deriving from the shares referred to in paragraphs 4.1.1 and 4.1.2,
- together the "Shares".

- 4.2 My irrevocable acceptance in respect of the Shares shall be made by 3.30 p.m. on the tenth business day (as defined in the Code) after the formal document containing the Offer (the "Offer Document") is despatched to shareholders of the Offeree (or in relation to Offeree Ordinary Shares falling within either paragraph 4.1.2 or 4.1.3, as soon as practicable after I become the registered holder of such Offeree Ordinary Shares) in accordance with the procedure for acceptance set out in that document.

Powers of Attorney

5. In order to secure the performance of my obligations under paragraph 4, I irrevocably appoint any director for the time being of Offeror to be my attorney in my name and on my behalf to execute a Form or Forms of Acceptance and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares, provided that the appointment shall not take effect until ten business days after the date of despatch of the Offer Document and only then if I have failed to comply with my obligations in paragraph 4.

No Withdrawal of Acceptance

6. Even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares.

Voting Rights and Prejudicial Action

7. Until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn:
- 7.1 I shall exercise or procure the exercise of the voting rights attached to the Shares as instructed by Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of Offeree;
 - 7.2 I shall not without the prior written consent of Offeror requisition or join in the requisition of any general or class meeting of Offeree for the purpose of considering any such resolution; and

7.3 I shall not take any action or make any statement which is or may be prejudicial to the success of the Offer and will not communicate with any person in relation to, nor discuss with any person, the terms of the Offer or any matter relating to it without the prior consent of Offeror, but this shall not apply to any communications or discussions with my fellow directors and my or Offeree's professional advisers and shall not prevent me from complying with my fiduciary duties as a director of Offeree.

Consents

8. I agree to:

8.1 the issue of the Press Announcement in the terms attached (including the reference to me);

8.2 details of this undertaking being set out in the Offer Document;

8.3 this undertaking being available for inspection during the offer period (as defined in the Code).

Disclosure of Dealings

9. I shall supply you promptly on request with all information, including details of my interests and dealings in securities of Offeree, and those of any other person interested in the Shares, as may be required by the Code for inclusion in the Offer Document. I shall notify you promptly of any changes to such information.

Options

10. I am the holder of options to subscribe for Offeree Ordinary Shares as specified in Part 2 of the Schedule. If I exercise my subscription rights before the Offer lapses or is withdrawn, I shall accept the Offer in respect of the Offeree Ordinary Shares subscribed for. If I do not exercise my options before the Offer lapses or is withdrawn, and if Offeror makes any proposals in respect of options which comply with the requirements of the Code, I shall either accept such proposals in respect of my options or allow my options to lapse.

Director's Undertakings

11. In my capacity as a director of Offeree, I undertake to use my reasonable endeavours to procure that:

11.1 the Offer Document is accompanied by a letter from the directors of Offeree to Offeree shareholders, in a form agreed with Offeror, in which the directors unanimously recommend the Offer for acceptance to the extent that such recommendation is not inconsistent with their duties as director;

11.2 Offeree and its directors provide Offeror and its advisers with any assistance and information, execute any documents and do anything necessary to enable Offeror to:

11.2.1 make the Offer in accordance with the requirements of the UKLA, the London Stock Exchange and the Code including, in particular, the requirement to join with the other directors of Offeree in making in the Offer Document a statement of responsibility in relation to information concerning the Offeree Group and directors of Offeree in the terms or to the effect required under Rule 19.2 of the Code;

11.2.2 despatch the Offer Document promptly; and

11.2.3 establish whether or not the conditions of the Offer are satisfied;

11.3 unless Offeror agrees otherwise in writing, the business of the Offeree Group is carried on in the ordinary and usual course until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn.

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12. This undertaking will lapse if:

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Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing on the register of members	Type of Consideration
400		

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by Didier Pineau-Valencienne) /s/ Didier Pineau-Valencienne
in the presence of:) -----
)

/s/ Guillenette Signature of witness

GUILLETTE Name of witness

PINEAU-VALENCIENNE Address of witness

12 Rue des Pins

92100 Bouldgne France

Occupation of Witness

IRREVOCABLE UNDERTAKING

TO: Schlumberger Limited
and any company within
its group through which
the Offer (as defined below)
is to be made ("Offeror")

February 2001

Dear Sirs,

Proposed Offer for Sema Plc (the "Offeree")

1. This letter, the terms of which are conditional on the Press Announcement (as defined below) being released not later than a.m./p.m. on February 2001 (or such later time and/or date as the Offeree may agree), sets out the basis on which I undertake to accept the offer to be made by the Offeror (the "Offer") to acquire the whole of the issued and to be issued ordinary share capital of the Offeree.
2. The Offer shall be made substantially on the terms of the attached draft press announcement (the "Press Announcement") and any additional terms and conditions as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the "Code"), the Financial Services Authority acting in its capacity as the United Kingdom Listing Authority ("UKLA") and the London Stock Exchange.

Ownership of Shares

3. I warrant and undertake to you that:
 - 3.1 I am the registered and beneficial holder of, and/or have all relevant authority to accept the Offer in respect of, the number of ordinary shares of 10p each in the capital of Offeree ("Offeree Ordinary Shares") specified in Part I of the Schedule;
 - 3.2 I hold those Offeree Ordinary Shares free from any lien, charge or other encumbrance, equity or third party right of any nature and have the capacity to transfer such Offeree Ordinary Shares on that basis, together with all rights attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid after the date hereof, subject to any matters referred to in the Press Announcement; and
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Irrevocable Acceptance of the Offer

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11.4.1 co-operate with Offeror and use all reasonable endeavours to ensure the Offer becomes unconditional in all respects, including (without limitation) the obtaining of any regulatory and third party consents;

11.4.2 join in making and agreeing to extensions of relevant times and/or dates under the Code to the extent necessary to enable documents to be posted later than may otherwise be required or to enable the Offer to remain open without becoming unconditional as to acceptances or in all respects or lapsing, as the case may be;

11.5 subject to my fiduciary duties as a director, if the Offer becomes or is declared unconditional in all respects, I will join with the other directors of Offeree:

11.5.1 in approving the appointment as director(s) of Offeree of anyone nominated by Offeror; and

11.5.2 in approving the appointment of any alternate director(s) nominated by those newly appointed director(s).

Lapse of irrevocable Undertaking

12. This undertaking will lapse if:

12.1 the Press Announcement is not released by the time and date set out in paragraph 1 above following approval of the board of directors of Offeror or a duly authorised committee of the board;

12.2 the Offer Document is not posted to shareholders of Offeree within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or

12.3 the Offer lapses or is withdrawn.

If the undertaking lapses, I shall have no claim against Offeror and Offeror shall have no claim against me.

Remedy for Breach

13. I agree that damages would not be an adequate remedy for breach of this undertaking.

Revised Offer

14. In this undertaking, the expression "Offer" extends to any improved or revised offer (which, in the reasonable opinion of Lehman Brothers International, represents no diminution in the value of the Offer) on behalf of Offeror, whether voluntary or mandatory.

Governing Law

15. This undertaking is governed by English law.

SCHEDULE

PART 1

The Shares

Registered in the name of, and beneficially owned by, person giving the undertaking.

1	2	3
No. of Ordinary shares	Exact name and address of registered holder as appearing of the register of members	Type of Consideration
11,250	George F. and Marg E. Schmitt	

PART 2

The Option(s)

A. Share Option Schemes

No. of Ordinary Shares	Date of grant	Exercise price
------------------------	---------------	----------------

This document was signed as a deed the day and year first before written.

Signed as a deed and delivered)
by)
in the presence of) /s/ George Schmitt
) -----

/s/ Mary Clare Schmitt Signature of witness

Mary Clare Schmitt Name of witness

Box 6358 Address of witness

Incline Village, Nevada, USA

89450

President & CEO - Foundation Occupation of witness

Draft: 12 February 2001

Paribas Affaires Industrielles

To: Schlumberger Investments (Schlumberger)
and Lehman Brothers Europe Limited (Lehman Brothers)

12 February 2001

Dear Sirs

We understand that Schlumberger intends to make an offer to acquire all the issued and to be issued ordinary share capital of Sema plc (Sema), other than that already owned by Schlumberger and its associates (as defined in s430E Companies Act 1985) of 560pence in cash per Sema share and otherwise substantially on the terms of the attached draft press announcement (the Press Announcement). This letter sets out the terms and conditions on which Paribas Affaires Industrielles (PAI) will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made. PAI is the private equity division of BNP Paribas. All commitments and declarations in this letter are made by PAI and do not constitute any commitment or declaration by any other division or business unit of BNP Paribas (or any subsidiary or affiliate of BNP Paribas).

Shareholdings

1. PAI represents and warrants to Schlumberger that:
 - (a) it is the registered holder of (or otherwise controls) 31,113,792 ordinary shares of 10p each in the capital of Sema (the Sema Shares) and that it holds these free of any lien, charge, option, equity or encumbrance;
 - (b) PAI is not interested in any other securities of Sema;
 - (c) PAI does not have any rights to subscribe for, purchase or otherwise acquire any securities of Sema; and
 - (d) PAI has full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Sema Shares.

Dealings

2. PAI undertakes to Schlumberger that before the Offer closes, lapses or is withdrawn, it shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Sema Shares or any Beneficial Shares or any other shares or securities in

Sema issued or unconditionally allotted to it or otherwise acquired by it before then (Further Sema Shares) other than pursuant to its acceptance of the Offer;

- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Sema Shares, the Beneficial Shares or any Further Sema Shares; or
 - (iii) which, in relation to the Sema Shares, the Beneficial Shares or any Further Sema Shares, would or might restrict or impede it or any other person accepting the Offer,and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
- (d) purchase, sell or otherwise deal in any shares or other securities of Sema or Schlumberger or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. PAI undertakes to Schlumberger that:

- (a) it shall accept (or procure acceptances of) the Offer in respect of the Sema Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than 17 days after Schlumberger posts the Offer Document to Sema shareholders or, if there is a Higher Competing Offer (as defined in paragraph 10.1), within the time period referred to in paragraph 10.1 provided that PAI shall not be obliged to accept the Offer unless there is a Higher Revised Offer (as defined in paragraph 10.2);
- (b) it shall accept the Offer in respect of any Further Sema Shares in accordance with the procedure for acceptance set out in the Offer Document not later than five days after the date PAI becomes the registered holder of the Further Sema Shares;
- (c) notwithstanding any right to withdraw an acceptance of the Offer pursuant to, and in accordance with, the terms of the Offer as set out in the Offer

Document, or as otherwise permitted by the City Code on Takeovers and Mergers (the Code), the Financial Services Authority or any other legal or regulatory requirement or body, it shall not withdraw any acceptances of the Offer and will cause the registered holder of any Beneficial Shares not to do so; and

- (d) Schlumberger shall acquire the Sema Shares and any Further Sema Shares free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Schlumberger announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) PAI shall exercise the votes attaching to its Sema Shares and any Further Sema Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Schlumberger's directions;
- (b) PAI shall exercise the rights attaching to its Sema Shares and any Further Sema Shares to requisition or join in requisitioning any general or class meeting of Sema for the purposes of considering a Relevant Resolution and to require Sema pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Schlumberger's directions; and
- (c) PAI shall cause the registered holder of any Beneficial Shares to comply with paragraph 4.1(a) and 4.1(b).

4.2 For the purpose of voting on a Relevant Resolution, PAI shall execute any form of proxy required by Schlumberger appointing any person nominated by Schlumberger to attend and vote at the relevant general meeting of Sema.

4.3 A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Sema, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Sema whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 PAI consents to:

- (a) the inclusion of references to it and this undertaking in the Press Announcement;
- (b) particulars of this undertaking and PAI's holdings of, and dealings in, relevant securities of Sema being included in the Offer Document and any other related or ancillary document as required by the Code and other applicable laws or regulations; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code) or as otherwise required by any applicable laws or regulations.

5.2 PAI shall promptly, and in any event within 48 hours of signature of this deed, give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. PAI shall promptly notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. PAI shall keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released subject to any legal or regulatory requirement; provided that it may disclose the same to Sema and its advisers. The obligations in this paragraph shall survive termination of this undertaking.

Interpretation

7. In this undertaking the Offer means the offer to be made by or on behalf of Schlumberger to acquire all the issued and to be issued ordinary share capital of Sema, other than that already owned by Schlumberger and its associates (as defined in section 430E Companies Act 1985), substantially on the terms of the Press Announcement or on such other terms as may be agreed between Schlumberger and Sema (provided that such other terms provide for consideration of not less than 560 pence in cash per Sema Share and are, in the opinion of Lehman Brothers, no less favourable to acceptors than the terms set out in the Press Announcement), or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the Panel), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the Offer also includes any new, increased, renewed or revised offer made by or on behalf of Schlumberger to acquire shares in Sema, provided that the terms of such offer provide for consideration of not less than 560 pence in cash per Sema share and are, in the opinion of Lehman Brothers, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 PAL has entered into this deed in consideration of Schlumberger's agreement, subject to paragraph 9.2, to the recommendation of the Offer by the board of directors of Sema and to the release of the Press Announcement in substantially the form attached (or in such other form as may be agreed between Schlumberger and Sema or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange or any other legal or regulatory body) by not later than close of business (London time) on Monday 12 February 2001 (or such later date as Schlumberger and Sema may agree, to make the Offer). The release of the Press Announcement is at Schlumberger's absolute discretion and, in particular, Schlumberger reserves the right not to release the Press Announcement unless the board of directors of Sema agrees to recommend the Offer.

9.2 If after Schlumberger releases the Press Announcement either:

- (a) the Panel consents to Schlumberger not making the Offer;
- (b) an event occurs which means that Schlumberger is no longer required by the Code to proceed with the Offer; or
- (c) Schlumberger becomes aware that any condition of the Offer as set out in the Press Announcement has or may become incapable of being fulfilled,

Schlumberger shall not be obliged to make the Offer.

9.3 This undertaking shall lapse if:

- (a) the Press Announcement is not released by close of business (London time) on Monday 12 February 2001 (or such later date as Schlumberger and Sema may agree);
- (b) the Offer is not made in the circumstances referred to in paragraph 9.2; or
- (c) the Offer lapses or is withdrawn.

If this undertaking lapses or if Schlumberger's obligation to make the Offer does not become unconditional, PAL shall have no claim against Schlumberger.

Higher Offer

10.1 The obligations in paragraph 3 shall be suspended if a person other than Schlumberger or a subsidiary of Schlumberger or any person acting in concert with Schlumberger announces a firm intention to make an offer (in accordance with

Rule 2.5 of the Code) to acquire all the equity share capital of Sema, other than that already owned by the person making such offer (or persons acting in concert with it), on or before 11.59 p.m. on the date which falls 17 days after Schlumberger's offer document is posted provided that the value (Higher Competing Offer Value) of the consideration represents in the reasonable opinion of Lehman Brothers and NM Rothschild & Sons in excess of 600 pence per Sema share as at the close of business on the last business day prior to the date on which such firm intention to make an offer is announced (a Higher Competing Offer). A person will be deemed to have announced an offer when a copy of the announcement required by Rule 2.5 of the Code is received (whether by fax or otherwise) by the Panel on Takeovers and Mergers.

10.2 If, on or before 11.59 p.m. on the fourteenth day after a Higher Competing Offer is announced, Schlumberger or a subsidiary of Schlumberger announces a revision of the Offer such that the consideration under the Offer is wholly in cash and represents, in the reasonable opinion of Lehman Brothers and NM Rothschild & Sons, an improvement over the Higher Competing Offer Value (a Higher Revised Offer), then the suspension of the obligations in paragraph 3 shall come to an end. Paragraph 3 shall then be construed as if it made provision for delivery of acceptances of the Higher Revised Offer in respect of the Sema shares in accordance with the procedure for acceptance set out in the offer document for the Higher Revised Offer not later than five days after the announcement of the Higher Revised Offer. During the period of the suspension PAI shall not accept the Higher Competing Offer.

Confirmation

11. PAI confirms that in signing this letter it is not a customer of Lehman Brothers for the purposes of the Rules of The Securities and Futures Authority and that Lehman Brothers does not owe PAI any of the duties which it owes to its customers. PAI confirms that it has been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Specific Performance

12. PAI agrees that, if it fails to accept the Offer in accordance with this undertaking or PAI breaches any of its obligations, damages would not be an adequate remedy and accordingly Schlumberger shall be entitled to the remedy of specific performance.

Governing Law

13.1 This undertaking shall be governed by and construed in accordance with English law and PAI submits to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

13.2 PAI shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this undertaking. Such agent shall be BNP Paribas UK Limited at its registered office from time to time and any writ, judgement or other notice of legal process shall be

sufficiently served on PAI if delivered to such agent at its address, for the time being. PAI irrevocably undertakes not to revoke the authority of the above agent and, if for any reason, Schlumberger requests PAI to do so it shall promptly appoint another such agent with an address in England and advise Schlumberger. If following such a request PAI fails to appoint another agent, Schlumberger shall be entitled to appoint one on PAI's behalf.

SIGNED as a DEED and DELIVERED)
on behalf of PARIBAS AFFAIRES)
INDUSTRIELLES, a division of)
BNP PARIBAS, a company incorporated in France,)
by HERVE COUFFIN) /s/ Herve Couffin
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the Company)

Draft: 12 February 2001

FRANCE TELECOM S.A.
6, Place d'Alleray, 75505 Paris Cedex 15, France
Registered Number: 380129866

To: Schlumberger Investments (Schlumberger)
and Lehman Brothers Europe Limited (Lehman Brothers)

12 February 2001

Dear Sirs

We understand that Schlumberger intends to make an offer to acquire all the issued and to be issued ordinary share capital of Sema plc (Sema), other than that already owned by Schlumberger and its associates (as defined in s430E Companies Act 1985) of 560pence in cash per Sema share and otherwise substantially on the terms of the attached draft press announcement (the Press Announcement). This letter sets out the terms and conditions on which France Telecom (FT) will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. FT represents and warrants to Schlumberger that:
 - (a) it is the registered holder of (or otherwise controls) 103,634,296 ordinary shares of 10p each in the capital of Sema (the Sema Shares) and that it holds these free of any lien, charge, option, equity or encumbrance;
 - (b) FT and its subsidiaries are not interested in any other securities of Sema;
 - (c) FT and its subsidiaries do not have any rights to subscribe for, purchase or otherwise acquire any securities of Sema; and
 - (d) FT has full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Sema Shares.

Dealings

2. FT undertakes to Schlumberger that before the Offer closes, lapses or is withdrawn, it shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Sema Shares or any Beneficial Shares or any other shares or securities in Sema issued or unconditionally allotted to it or otherwise acquired by it before then (Further Sema Shares) other than pursuant to its acceptance of the Offer;

- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Sema Shares, the Beneficial Shares or any Further Sema Shares; or
 - (iii) which, in relation to the Sema Shares, the Beneficial Shares or any Further Sema Shares, would or might restrict or impede it or any other person accepting the Offer,and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
- (d) purchase, sell or otherwise deal in any shares or other securities of Sema or Schlumberger or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. FT undertakes to Schlumberger that:

- (a) it shall accept (or procure acceptances of) the Offer in respect of the Sema Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than 17 days after Schlumberger posts the Offer Document to Sema shareholders or, if there is a Higher Competing Offer (as defined in paragraph 10.1), within the time period referred to in paragraph 10.1 provided that FT shall not be obliged to accept the Offer unless there is a Higher Revised Offer (as defined in paragraph 10.2);
- (b) it shall accept the Offer in respect of any Further Sema Shares in accordance with the procedure for acceptance set out in the Offer Document not later than five days after the date FT becomes the registered holder of the Further Sema Shares;
- (c) notwithstanding any right to withdraw an acceptance of the Offer pursuant to, and in accordance with, the terms of the Offer as set out in the Offer Document, or as otherwise permitted by the City Code on Takeovers and Mergers (the Code), the Financial Services Authority or any other legal or regulatory requirement or body, it shall not withdraw any acceptances of the

Offer and will cause the registered holder of any Beneficial Shares not to do so; and

- (d) Schlumberger shall acquire the Sema Shares and any Further Sema Shares free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Schlumberger announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) FT shall exercise the votes attaching to its Sema Shares and any Further Sema Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Schlumberger's directions;
- (b) FT shall exercise the rights attaching to its Sema Shares and any Further Sema Shares to requisition or join in requisitioning any general or class meeting of Sema for the purposes of considering a Relevant Resolution and to require Sema pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Schlumberger's directions; and
- (c) FT shall cause the registered holder of any Beneficial Shares to comply with paragraph 4.1(a) and 4.1 (b).

4.2 For the purpose of voting on a Relevant Resolution, FT shall execute any form of proxy required by Schlumberger appointing any person nominated by Schlumberger to attend and vote at the relevant general meeting of Sema.

4.3 A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Sema, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Sema whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 FT consents to:

- (a) the inclusion of references to it and this undertaking in the Press Announcement;

- (b) particulars of this undertaking and FT's holdings of, and dealings in, relevant securities of Sema being included in the Offer Document and any other related or ancillary document as required by the Code and other applicable laws or regulations; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code) or as otherwise required by any applicable laws or regulations.

5.2 FT shall promptly, and in any event within 48 hours of signature of this deed, give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. FT shall promptly notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. FT shall keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released subject to any legal or regulatory requirement; provided that it may disclose the same to Sema and its advisers. The obligations in this paragraph shall survive termination of this undertaking.

Interpretation

7. In this undertaking the Offer means the offer to be made by or on behalf of Schlumberger to acquire all the issued and to be issued ordinary share capital of Sema, other than that already owned by Schlumberger and its associates (as defined in section 430E Companies Act 1985), substantially on the terms of the Press Announcement or on such other terms as may be agreed between Schlumberger and Sema (provided that such other terms provide for consideration of not less than 560 pence in cash per Sema Share and are, in the opinion of Lehman Brothers, no less favourable to acceptors than the terms set out in the Press Announcement), or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the Panel), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the Offer also includes any new, increased, renewed or revised offer made by or on behalf of Schlumberger to acquire shares in Sema, provided that the terms of such offer provide for consideration of not less than 560 pence in cash per Sema share and are, in the opinion of Lehman Brothers, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 FT has entered into this deed in consideration of Schlumberger's agreement, subject to paragraph 9.2, to the recommendation of the Offer by the board of directors of Sema and to the release of the Press Announcement in substantially the form attached (or in such other form as may be agreed between Schlumberger and Sema or as may be required to comply with the requirements of the Panel, the Financial Services Authority or the London Stock Exchange or any other legal or regulatory body) by not later than close of business (London time) on Monday 12 February 2001 (or such later date as Schlumberger and Sema may agree, to make the Offer). The release of the Press Announcement is at Schlumberger's absolute discretion and, in particular, Schlumberger reserves the right not to release the Press Announcement unless the board of directors of Sema agrees to recommend the Offer.

9.2 If after Schlumberger releases the Press Announcement either:

- (a) the Panel consents to Schlumberger not making the Offer;
- (b) an event occurs which means that Schlumberger is no longer required by the Code to proceed with the Offer; or
- (c) Schlumberger becomes aware that any condition of the Offer as set out in the Press Announcement has or may become incapable of being fulfilled,

Schlumberger shall not be obliged to make the Offer.

9.3 This undertaking shall lapse if:

- (a) the Press Announcement is not released by close of business (London time) on Monday 12 February 2001 (or such later date as Schlumberger and Sema may agree);
- (b) the Offer is not made in the circumstances referred to in paragraph 9.2; or
- (c) the Offer lapses or is withdrawn.

If this undertaking lapses or if Schlumberger's obligation to make the Offer does not become unconditional, FT shall have no claim against Schlumberger.

Higher Offer

10.1 The obligations in paragraph 3 shall be suspended if a person other than Schlumberger or a subsidiary of Schlumberger or any person acting in concert with Schlumberger announces a firm intention to make an offer (in accordance with Rule 2.5 of the Code) to acquire all the equity share capital of Sema, other than that already owned by the person making such offer (or persons acting in concert with it), on or before 11.59 p.m. on the date which falls 17 days after Schlumberger's offer document is posted provided that the value (Higher Competing Offer Value) of the consideration represents in the reasonable opinion of Lehman Brothers and NM Rothschild & Sons in excess of 600 pence per Sema share as at the close of business

on the last business day prior to the date on which such firm intention to make an offer is announced (a Higher Competing Offer). A person will be deemed to have announced an offer when a copy of the announcement required by Rule 2.5 of the Code is received (whether by fax or otherwise) by the Panel on Takeovers and Mergers.

10.2 If, on or before 11.59 p.m. on the fourteenth day after a Higher Competing Offer is announced, Schlumberger or a subsidiary of Schlumberger announces a revision of the Offer such that the consideration under the Offer is wholly in cash and represents, in the reasonable opinion of Lehman Brothers and NM Rothschild & Sons, an improvement over the Higher Competing Offer Value (a Higher Revised Offer), then the suspension of the obligations in paragraph 3 shall come to an end. Paragraph 3 shall then be construed as if it made provision for delivery of acceptances of the Higher Revised Offer in respect of the Sema shares in accordance with the procedure for acceptance set out in the offer document for the Higher Revised Offer not later than five days after the announcement of the Higher Revised Offer. During the period of the suspension FT shall not accept the Higher Competing Offer.

Confirmation

11. FT confirms that in signing this letter it is not a customer of Lehman Brothers for the purposes of the Rules of The Securities and Futures Authority and that Lehman Brothers does not owe FT any of the duties which it owes to its customers. FT confirms that it has been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Specific Performance

12. FT agrees that, if it fails to accept the Offer in accordance with this undertaking or FT breaches any of its obligations, damages would not be an adequate remedy and accordingly Schlumberger shall be entitled to the remedy of specific performance.

Governing Law

13.1 This undertaking shall be governed by and construed in accordance with English law and FT submits to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

13.2 FT shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this undertaking. Such agent shall be France Telecom UK Limited currently of 29-30 St James' Street, London SW1 1HB and any writ, judgement or other notice of legal process shall be sufficiently served on FT if delivered to such agent at its address, for the time being. FT irrevocably undertakes not to revoke the authority of the above agent and, if for any reason, Schlumberger requests FT to do so it shall promptly appoint another such agent with an address in England and advise Schlumberger. If following such a request FT fails to appoint another agent, Schlumberger shall be entitled to appoint one on FT's behalf.

SIGNED as a DEED and DELIVERED) /s/ Jean-Louis Vinciguerra
on behalf of FRANCE TELECOM) Jean-Louis Vinciguerra
a company incorporated in France) Senior Executive Vice President
Jean-Louis Vinciguerra) and Chief Financial Advisor
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the Company)

POWER OF ATTORNEY

Each of the undersigned, in the capacity or capacities set forth below his or her signature as a member of the Board of Directors of Schlumberger Limited (the "Corporation"), a Netherlands Antilles corporation, hereby appoints James L. Gunderson, Maarten R. Scholten and Ellen S. Summer, and each of them, the attorney or attorneys of the undersigned, with full power of substitution and revocation, for and in the name, place and stead of the undersigned to do all acts and things whatsoever and to give such undertakings and perform such obligations which the attorney may consider necessary or desirable in connection with:

- (i) the issue of any document (including, without limitation, any offer document, the Schedule TO and any and all amendments thereto to be filed with the Securities and Exchange Commission) relating to or in connection with the proposed acquisition by the Corporation by way of an offer to be made by or on behalf of the Corporation for the whole of the share capital of the company named "Sema plc"; and
- (ii) any matter incidental to any of the matters raised in paragraph (i) above and, in particular, but without prejudice to the generality of the foregoing, the attorney may approve, execute, complete and deliver all instruments, agreements, letters, consents, applications, advertisements, announcements or any other documents whatsoever including, without limitation, to authorise on the Director's behalf the issue, publication and distribution of any document which has been approved by, or pursuant to, a resolution by the Board of Directors of the Corporation (or any committee of the Board) including a responsibility statement in respect of the truth, accuracy and completeness of the information contained in any such document.

/s/ Don E Ackerman

Don Ackerman
Director

/s/ D. Euan Baird

D. Euan Baird
Director
Chairman, President
and Chief Executive Officer

/s/ John Deutch

John Deutch
Director

/s/ Victor E. Grijaiiva

Victor E. Grijaiiva
Director
Vice Chairman

/s/ Denys Henderson

Denys Henderson
Director

/s/ Andre Levy-Lang

Andre Levy-Lang
Director

Date: February 15, 2001

/s/ William T. McCormick, Jr.

William T. McCormick, Jr.
Director

/s/ Didier Primat

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Director

/s/ Nicholas Seydoux

Nicholas Seydoux
Director

/s/ Linda G Stuntz

Linda G Stuntz
Director

/s/ Sven Ullring

Sven Ullring
Director

/s/ Yoshihiko Wakumoto

Yoshihiko Wakumoto
Director