

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

(Amendment No. 8 to)

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)

COPY TO:

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Freshfields Bruckhaus Deringer
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(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:

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 T0 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

To satisfy the requirements of the City Code, financial information for Sema plc prepared in accordance with UK GAAP has been included in the tender offer materials. UK GAAP differs in certain material respects from US GAAP. A description of the differences between UK GAAP and US GAAP significant to Sema's financial statements was included in Sema's registration statement on Form F-4 (Registration number 333-11810). The significant differences in accounting principles have been excerpted from the Form F-4 as follows:

(i) Business combinations

Both US GAAP and UK GAAP require purchase consideration in respect of subsidiaries acquired to be allocated on the basis of fair values to the various net assets of the acquiree at the date of acquisition. The excess of purchase consideration over the fair value of net assets acquired is treated as goodwill. However, US GAAP also requires value to be assigned to any separately identifiable intangible assets, which would be amortized over their estimated useful lives not to exceed 40 years.

US GAAP requires goodwill to be recognized as an asset and amortised over its estimated useful life not to exceed 40 years. Under UK GAAP, for the years ended through December 31, 1997, goodwill may be written off directly against reserves. For the year ended December 31, 1998 onward, UK GAAP requires goodwill and any separately unidentifiable intangible assets to be recognized as an asset and amortised over its estimated useful life. Except in certain rare circumstances where a useful life can be regarded as infinite, there is a rebuttable presumption that the useful life does not exceed 20 years.

(ii) Earnings per share

The calculation and presentation of earnings per share (EPS) under UK GAAP differs from that required under US GAAP. In accordance with US GAAP, basic EPS is computed by dividing income available to common shareholders by the weighted average number of common shares outstanding for the year. The computation of diluted EPS is similar to basic EPS, except that it assumes the potentially dilutive securities, such as convertible loans, were converted to shares as of the beginning of the year or at the time of issuance, if later. In addition, US GAAP requires presentation of basic and diluted EPS using both income from continuing operations and net income.

(iii) Pensions

Under UK GAAP, the cost of providing pension benefits is expensed over the average expected service lives of eligible employees in accordance with the provisions of SSAP 24. SSAP 24 aims to produce an estimate of cost based on long-term actuarial assumptions. Variations from the regular pension cost arising from, for example, experience deficiencies or surpluses, are charged or credited to the profit and loss account over the expected average remaining service lives of current employees in the schemes.

Under US GAAP, the annual pension cost comprises the estimated cost of benefits accruing in the period as determined in accordance with SFAS 87, which requires readjustment of the significant actuarial assumptions annually to reflect current market and economic conditions.

(iv) Holiday pay

US GAAP requires that provisions for employees' future absences (holiday pay) shall be made on an accrual basis if (i) the employees right to receive compensation for future absence is due to past service, (ii) the obligation accumulates, (iii) the payment is probable and (iv) the amount can be reasonably estimated. There are no formal rules under UK GAAP and either the accrual or cash method is used in practice.

(v) Software development costs

It is Sema's policy to write off software development costs in the year in which they are incurred unless they are to be reimbursed by third parties. Under US GAAP, costs associated with the development of software products to be sold or otherwise marketed should be capitalized subsequent to the establishment of technological feasibility up until the product's general release. These costs should then be amortized over the estimated economic life of the software product.

(vi) Employee stock compensation

Under US GAAP, entities have a choice of methods for determining the costs of benefits arising from employee stock compensation plans, being either the "intrinsic value" method or a fair value method. Under the "intrinsic value" method, compensation cost is the difference between the market price of the stock at the measurement date and the price to be contributed by the employee. Under the fair value method, compensation cost is based on the estimated fair value of the option at the date of grant using an option pricing model which considers: the stock price at grant date, the exercise price and expected life of the option, expected volatility, expected dividend yield and a risk-free interest rate.

Under UK GAAP, except for options issued under Inland Revenue approved employee save as you earn (SAYE) schemes, compensation cost is the difference between the market value of the shares at the date of grant of the conditional award less contribution that the employee is required to

make.

(vii) Dividends

Under UK GAAP, dividends proposed are provided for in the year to which they relate on the basis of recommendation by the Board of Directors for approval by the shareholders. Under US GAAP, dividends are recorded as a reduction in retained earnings only when they have been formally declared.

(viii) Contract accounting

Under US GAAP and UK GAAP income on contracts is recognized according to the percentage of the estimated total contract value completed or the achievement of contractual milestones. All contract losses are recognized as soon as incurred or foreseen. However, under US GAAP, the choice of recognition on a milestone basis is only permitted where the achievement of the milestone approximates the percentage of completion of the contracts.

(ix) Restructuring provisions on acquisitions

The requirements for making a provision for restructuring costs when a subsidiary is acquired are very prescriptive under both US GAAP and UK GAAP. Under UK GAAP, restructuring provisions cannot be made as part of fair value adjustments arising on an acquisition. Restructuring provisions created prior to the acquisition can be maintained only if they were demonstrably made prior to the management of the target company contemplating the transaction. These restructuring provisions were mainly severance related. Under US GAAP acquisition provisions are governed by EITF 95-3 which require specific criteria to be met such as the plan formulated at the acquisition date to terminate employees or exit an activity be finalized beyond one year from the consummation of the merger. If the provisions are utilized in years subsequent to the acquisition, a US GAAP difference arises to reverse the credit to the profit and loss account.

(x) Deferred taxation

Under UK GAAP, a provision is recorded for deferred taxation under the liability method to the extent that such taxation is expected to crystallize within the reasonable future. This means that the full potential liability is not necessarily provided. Additionally, deferred tax assets are recognized only when they are expected to be recoverable within the foreseeable future.

Under US GAAP, deferred tax is provided for on a full liability basis. Under the full liability method, deferred tax assets or liabilities are recognized for differences between the financial and tax basis of assets and liabilities and for tax loss carry forwards at the statutory rate at each reporting date. A valuation allowance is established when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

(xi) Investments

Under UK GAAP, investments in marketable securities are recorded at cost. Under US GAAP, an adjustment to add the unrealized gain, net of related taxes, to the cost of the investment is made on available for sale securities.

(xii) Cash flow information

Under UK GAAP, the Consolidated Cash Flow Statements are presented in accordance with UK Financial Reporting Standard No. 1, as revised (FRS 1). The Statements prepared under FRS 1 present substantially the same information as that required under US GAAP as required by SFAS No. 95.

Under UK GAAP, the Company's cash comprises cash in hand and at bank (net of bank overdrafts). Under US GAAP, cash and cash equivalents include cash and short-term investments with original maturities of three months or less. Under US GAAP, bank overdrafts are classified within financing activities, and cash and cash equivalents are not offset by bank overdrafts repayable within 24 hours from the date of the advance, as is the case under UK GAAP.

Under UK GAAP, cash flows are presented for operating activities: dividends received from associated undertakings; returns on investments and servicing of finance; taxation; capital expenditure and financial investment; acquisition and disposals; equity dividends paid; management of liquid resources and financing. US GAAP requires the classification of cash flows as resulting from operating, investing and financing activities.

Cash flows under UK GAAP in respect of interest received, interest paid, investment income and taxation would be included within operating activities under US GAAP. Capital expenditure and financial investment and cash flows from acquisitions and disposals would be included within investing activities under US GAAP. Dividends paid by subsidiary undertakings, minority interests, equity dividends paid and management of liquid resources would be included within financing activities under US GAAP.

(xiii) Borrowings

Both UK and US GAAP require issue costs to be capitalized and amortized over the term of the borrowing to which they pertain. Under UK GAAP, issue costs are classified net of the borrowings to which they relate. Under US GAAP, issue costs are classified as an other long term asset.

(xiv) Contract maintenance

Under UK GAAP, the cost of the licence acquired is capitalized and amortized over the life of the contract. Under US GAAP, where the cost of a licence acquired includes future maintenance services, the fair value of the maintenance charge in these services must be imputed and amortized over the life of the contract.

(xv) Fair value adjustments

Under UK GAAP, fair value adjustments on acquisitions can only be revised at the second balance sheet date after an acquisition if they have been described as provisional in the accounts as at the first balance sheet date.

Under US GAAP, fair value adjustments can be revised for up to one year after the date of acquisition.

Item 11. Additional Information

Except as set out below, the information set forth in "Appendix IV- Additional Information" in the Offer Document is incorporated herein by reference.

The Purchaser will engage in certain agreements and arrangements with Sema relating to various share option schemes, including: the Sema 2000 Stock Purchase Plan; the Sema 2000 Executive Share Option Scheme; the Sema Group plc 1998 Savings Related Share Option Scheme and Sema Irish Sharesave Scheme; the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan; Sema Group plc 1994 Senior Executive Share Option Scheme; the Sema Group plc 1994 Senior Executive Share Option Scheme; and the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan. The terms of such arrangements are set forth below in Item 12 "Exhibits".

References in the tender offer materials to provisions of the Private Securities Litigation Reform Act of 1995 (Section 27A of the Securities Act and Section 21E of the Exchange Act) are not intended to claim the protections of those provisions for statements made regarding the tender offer. Those protections are not available for such statements. References to such statutory sections are provided for definitional purposes only. Investors should remain aware, however, of the risks and uncertainties inherent in forward-looking statements as described in the tender offer materials.

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.**
- (a)(14) Form of Summary Advertisement in the Financial Times, dated February 22, 2001.**
- (a)(15) Announcement of Disclosure under Rules 8.1(a), 8.1(b)(i) and 8.3 of the City Code on Takeovers and Mergers, dated March 6, 2001.**
- (a)(16) Press Release announcing extension of Offer by Schlumberger Investments for Sema plc, dated March 22, 2001.**
- (a)(17) Press Release issued by Schlumberger Investments, Reserving Right to Reduce Acceptance Condition in Offer for Sema plc, dated March 30, 2001.**
- (a)(18) Press Release issued by Schlumberger Investments, Announcing

- (a)(19) Press Release issued by Schlumberger Investments, Announcing Schlumberger Acquires Semas, dated April 6, 2001.**
- (a)(20) Press Release issued by Schlumberger Investment, Announcing Compulsory Tendering Requirement for Outstanding Sema Shares, dated April 23, 2001.
- (a)(21) Letter from Lehman Brothers to Sema Shareholders Who Have Not Validly Accepted the Recommended Cash Offer of Schlumberger Investments for Sema, dated April 23, 2001.
- (a)(22) Companies Form No. 429(4), Notice to Non-Assenting Shareholders Pursuant to Section 429(4) of the Companies Act 1985, dated April 23, 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.**

- (d)(17) Form of Election to Malaysian Participants in the Sema 2000 Stock Purchase Plan.
- (d)(18) Form of Letter to Malaysian Participants in the Sema 2000 Stock Puchase Plan.
- (d)(19) Form of Letter to US Participants in the Sema 2000 Stock Purchase Plan.
- (d)(20) Form of Election to US Participants in the Sema 2000 Stock Purchase Plan.
- (d)(21) Form of Letter to UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(22) Form of Letter to Non-UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(23) Form of Letter to UK Tax Resident Holders of Options Granted After October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme and under the Sema 2000 Executive Share Option Scheme.
- (d)(24) Form of Letter to Non-UK Tax Resident Holders of Options Granted After October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme and Under the Sema 2000 Executive Share Option Scheme.
- (d)(25) Form of Letter to Canadian Tax resident holder of an option granted on October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(26) Form of Letter to Non-French Tax-Resident Option Holders in the Sema Group plc 1998 Savings Related Share Option Scheme and the Option Holders in the Sema Irish Sharesave Scheme.
- (d)(27) Form of Letter to Swedish/Norwegian Participants in the Sema Group plc 1998 Savings Related Share Option Scheme.
- (d)(28) Form of Letter to Participants in the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan.
- (d)(29) Form of Letter to Participants in the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan.
- (d)(30) Form of Election to UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Executive Share Option Scheme.
- (d)(31) Form of Election to Non-UK Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Executive Share Option Scheme.
- (d)(32) Form of Election to Participants in the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan.
- (d)(33) Form of Election to Holder of an Option Granted on October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(34) Form of Election to Participants in the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan.
- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.
- (h) Not applicable.

* Previously filed with the Schedule T0 filed on February 12, 2001 or with Amendment No. 1 to the Schedule T0 filed on February 13, 2001.

** Previously filed with the Schedule T0 filed on February 21, 2001 or with Amendment No. 1 to the Schedule T0 filed on February 22, 2001, or with Amendment No. 2 to the Schedule T0 filed on March 6, 2001, or with Amendment No. 4 to the Schedule T0 filed on March 22, 2001, or with Amendment No. 5 to the Schedule T0 filed March 30, 2001, or with Amendment No. 6 to the Schedule T0 filed April 5, 2001, or with Amendment No. 7 of the Schedule T0 filed April 6, 2001, or with Amendment No. 7 to the Schedule filed April 6, 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: April 24, 2001

SCHLUMBERGER 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: April 24, 2001

SCHLUMBERGER INDUSTRIES S.A.

SCHLUMBERGER B.V.

By: /s/ JEAN-DOMINIQUE PERCEVAULT

By: /s/ ABRAHAM VERBURG

Name: Jean-Dominique Percevault

Name: Abraham Verburg

Title: President

Title: Sole Managing Director

INDEX TO EXHIBITS

Number	Exhibit
(a)(1)	Offer Document dated February 21, 2000.**
(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.**
(a)(14)	Form of Summary Advertisement in the Financial Times, dated February 22, 2001.**
(a)(15)	Announcement of Disclosure under Rules 8.1(a), 8.1(b)(i) and 8.3 of the City Code on Takeovers and Mergers, dated March 6, 2001.**
(a)(16)	Press Release announcing extension of Offer by Schlumberger Investments for Sema plc, dated March 22, 2001.**
(a)(17)	Press Release issued by Schlumberger Investments, Reserving Right to Reduce Acceptance Condition in Offer for Sema plc, dated March 30, 2001.**
(a)(18)	Press Release issued by Schlumberger Investments, Announcing European Commission Approved Offer for Sema plc, dated April 5, 2001**
(a)(19)	Press Release issued by Schlumberger Investments, Announcing Schlumberger Acquires Sema, dated April 6, 2001.**
(a)(20)	Press Release issued by Schlumberger Investments, Announcing Compulsory Tendering Requirement for Outstanding Sema Shares, dated April 23, 2001.
(a)(21)	Letter from Lehman Brothers to Sema Shareholders Who Have Not Validly Accepted the Recommended Cash Offer of Schlumberger Investments for Sema, dated April 23, 2001.
(a)(22)	Companies Form No. 429(4), Notice to Non-Assenting Shareholders Pursuant to Section 429(4) of the Companies Act 1985, dated April 23, 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.**

- (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.**
- (d)(17) Form of Election to Malaysian Participants in the Sema 2000 Stock Purchase Plan.
- (d)(18) Form of Letter to Malaysian Participants in the Sema 2000 Stock Purchase Plan.
- (d)(19) Form of Letter to US Participants in the Sema 2000 Stock Purchase Plan.
- (d)(20) Form of Election to US Participants in the Sema 2000 Stock Purchase Plan.
- (d)(21) Form of Letter to UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(22) Form of Letter to Non-UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(23) Form of Letter to UK Tax Resident Holders of Options Granted After October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme and under the Sema 2000 Executive Share Option Scheme.
- (d)(24) Form of Letter to Non-UK Tax Resident Holders of Options Granted After October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme and Under the Sema 2000 Executive Share Option Scheme.
- (d)(25) Form of Letter to Canadian Tax resident holder of an option granted on October 14, 1998 Under the Sema Group plc 1994 Senior Executive Share Option Scheme.
- (d)(26) Form of Letter to Non-French Tax-Resident Option Holders in the Sema Group plc 1998 Savings Related Share Option Scheme and the Option Holders in the Sema Irish Sharesave Scheme.
- (d)(27) Form of Letter to Swedish/Norwegian Participants in the Sema Group plc 1998 Savings Related Share Option Scheme.
- (d)(28) Form of Letter to Participants in the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan.
- (d)(29) Form of Letter to Participants in the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan.

- (d)(30) Form of Election to UK Tax Resident Holders of Options Granted Before October 15, 1998 Under the Sema Group plc 1994 Executive Share Option Scheme.
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- (d)(34) Form of Election to Participants in the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan.

* 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.

** Previously filed with the Schedule TO filed on February 21, 2001 or with Amendment No. 1 to the Schedule TO filed on February 22, 2001, or with Amendment No. 2 to the Schedule TO filed on March 6, 2001, or with Amendment No.4 to the Schedule to filed on March 22, 2001, or with Amendment No. 5 to the Schedule TO filed on March 30, 2001, or with Amendment No. 6 to the Schedule TO filed on April 5, 2001, or with Amendment No. 7 to the Schedule TO filed on April 6, 2001.

Exhibit 99(a)20

For Immediate Release, Monday April 23, 2001

SCHLUMBERGER ANNOUNCES COMPULSORY TENDERING REQUIREMENT FOR OUTSTANDING SEMA SHARES

NEW YORK, April 23, 2001 - On April 6, 2001, Schlumberger Investments, a wholly owned subsidiary of Schlumberger Limited, announced that the Offer made by Lehman Brothers on behalf of Schlumberger Investments to acquire the issued and to be issued share capital of Sema had been declared unconditional in all respects. Schlumberger Investments has now received valid acceptances in respect of the Offer representing more than 90% in value of the Sema Shares to which the Offer relates.

Today Schlumberger Investments is posting statutory notices pursuant to section 429(4) of the Companies Act to Sema Shareholders who have not yet validly accepted the Offer, informing such Sema Shareholders that it will compulsorily acquire the outstanding Sema Shares for which valid acceptances under the Offer have not yet been received under the provisions of sections 429-430F of the Companies Act. The compulsory acquisition procedure is expected to be completed on, or shortly after, June 4, 2001.

The Offer will remain open for acceptance until further notice. Sema Securityholders who have not yet accepted the Offer are encouraged to do so as soon as possible. Settlement of the consideration due to Sema Securityholders who accept the Offer will be dispatched within 14 days after receipt of valid Acceptance Forms relating to the Offer, complete in all respects.

#

For further information, contact:
Schlumberger Limited
Rex Ross
VP Communications
Tel: 1-212-350-9432

Words defined in the Offer Document, dated 21 February 2001, 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

Press Release (continued)

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.

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.

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 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 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.

Schlumberger has filed a Tender Offer Statement and other related documentation and Sema has filed a Solicitation/Recommendation Statement with the Securities and Exchange Commission. 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.

Press Release (continued)

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 February 21, 2001 and the related Acceptance Forms.

Please note that the Offer remains open for acceptance until further notice and any acceptances received will be handled in accordance with the terms of the Offer (except to the extent that the Sema Shares to which an acceptance relates have already been transferred to Schlumberger Investments pursuant to sections 428 to 430F of the Act). If you wish to accept the Offer and receive the consideration to which you are thereby entitled, you may do so by completing, signing and returning the Form of Acceptance together with, if your Sema Shares are in certificated form, the relevant share certificate(s) and/or other document(s) of title by post or by hand during normal business hours to Computershare Services PLC, PO Box 859, The Pavilions, Bridgwater Road, Bristol BS99 1XZ or, by hand only (during normal business hours), to Computershare Services PLC, 7/th/ Floor, Jupiter House, Triton Court, 14 Finsbury Square, London EC2A 1BR and taking any other necessary action required pursuant to the Offer Document, including in relation to any of your Sema Shares which are in CREST.

Pursuant to the provisions of section 430(3) of the Act you may during the period of six weeks from the date of the enclosed notice, make an election for the currency of the cash consideration you wish to receive in return for your Sema Shares. An explanation of the options available to you is set out in the enclosed statutory notice.

If you fail to accept the Offer or fail to make an election for the currency of the cash consideration you wish to receive by 4 June 2001 and do not apply to the Court, and the offeror has not otherwise acquired or contracted to acquire your Sema Shares, your Sema Shares will be acquired by Schlumberger Investments pursuant to and in accordance with Part XIII A of the Act on the basis of 560 pence in cash for each Sema Share.

If you have any queries relating to the matters set out in this letter or the accompanying statutory notice or require a further copy of the Offer Document or Form of Acceptance, please contact Computershare Services, PLC, PO Box 859, The Pavilions, Bridgwater Road, Bristol BS99 1XZ (telephone number: 0870 702 0100).

Yours faithfully
for and on behalf of
Lehman Brothers

/s/ John McIntyre

John McIntyre
Managing Director

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 Investments and Schlumberger Industries S.A. and no one else in connection with the Offer and will not be responsible to anyone other than Schlumberger, Schlumberger Investments and Schlumberger Industries S.A. 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.

Signed for and on
behalf of Schlumberger Investments

/s/ Neil Ray

Neil Ray
Secretary

Dated: 23 April 2001

Any communication regarding the above notice should be addressed to
Computershare Services PLC, PO Box 859, The Pavilions, Bridgwater Road,
Bristol BS99 1XZ.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to Malaysian Participants in the Sema 2000 Stock Purchase Plan (the Stock Purchase Plan).

Once completed this Form of Election should be returned to Elisabeth Ng at LHS Asia Pacific Sdn Bhd, Suite F01, First Floor, 2310 Century Square, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan, West Malaysia. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 15 May 2001.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR YOUR OPTION

BOX A	BOX B
Accept the Cash Cancellation Offer	Exercise my option and accept the Offer

[] []

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise my option(s) as indicated in respect of the Sema Shares available to me and to accept the Offer in respect of the Sema Shares I thereby acquire.

2. IF YOU TICKED BOX B, YOU ARE (i) HEREBY INSTRUCTING YOUR EMPLOYING COMPANY TO APPLY YOUR CONTRIBUTIONS IN THE PURCHASE ACCOUNT TOWARDS THE SUBSCRIPTION OF SEMA SHARES AND FOR ANY SURPLUS CONTRIBUTIONS TO BE RETURNED TO YOU; AND (ii) AUTHORISING YOUR EMPLOYING COMPANY TO TRANSFER THE SEMA SHARES YOU WOULD HAVE RECEIVED TO SCHLUMBERGER INVESTMENTS AND PAY YOU CASH FOR THEM.

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA SHARES ACQUIRED ON EXERCISE OF YOUR OPTION, DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX C, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX C

Please put YES in Box C to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema Shares acquired on exercise of your option(s) in US dollars instead of pounds sterling. [_____]

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
(b) warrant that the option(s) in respect of which I have elected above are valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that the option certificate(s) in respect of such option(s) shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
(c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
(d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and are irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
(e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
(f) accept that the option certificate(s) issued in respect of the option(s) granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
(g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder: To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)

Name of option holder Name of Witness
(print): (print):
Signature: Signature:
Date: Date:
Address: Address:

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, shall be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of a particular option you irrevocably:
 - (a) release that option over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum net of any withholding or employee's social charges through the payroll system.
4. By completing Box B in respect of a particular option you irrevocably:
 - (a) instruct your employing company to apply your contributions in the purchase account towards the subscription of Sema Shares and for any surplus contributions to be returned to you; and
 - (b) authorise your employing company to transfer the Sema Shares you would have received to Schlumberger Investments and to pay you cash for them;
 - (c) elect to exercise that option;
 - (d) accept the Offer in respect of the Sema Shares allotted to you on the exercise of that option;
 - (e) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a Form of Acceptance of the Offer, and a form of transfer in favour of Schlumberger Investments in respect of those Sema Shares, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (f) authorise Sema to procure the registration of the transfer of those Sema Shares and the delivery of a certificate in respect of those Sema Shares to Schlumberger Investments or as it may direct; and
 - (g) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you (less any tax) at the address you have shown on this Form of Election and at your risk.
5. By completing Box C you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph II of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for tax if applicable) to which you are entitled from acceptance of the Offer in respect of the Sema Shares acquired on exercise of your option(s). You accept that any fluctuation in the US dollar / pound sterling exchange will be at your risk.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

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 the proposals set out in this letter 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 nor for giving advice in relation to the Offer and the proposals set out in this letter. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

Credit Suisse First Boston and NM Rothschild & Sons Limited, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting exclusively for Sema plc and no one else in connection with the Offer and the proposals set out in this letter and will not be responsible to anyone other than Sema for providing the protections afforded to customers of Credit Suisse First Boston and NM Rothschild & Sons Limited, nor for giving advice in relation to the Offer and the proposals set out in this letter.

Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of election and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

Schlumberger Investments
8th Floor
South Quay Plaza II
183 Marsh Wall
London
E14 9SH

Registered in England
No. 04157867

Sema plc
233 High Holborn
London
WC1V 7DJ

Registered in England
No. 1240677

24 April 2001

To: Malaysian Participants in the Sema 2000 Stock Purchase Plan (the Stock Purchase Plan)

Dear Participant

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

You will be sent by email (for information only) the Offer Document dated 21 February 2001 (the Offer Document) which contains the terms and conditions of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i) Option(s) now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects. All outstanding option(s) to purchase Sema Shares under the Stock Purchase Plan may now be exercised. This letter explains the choices open to you under the Stock Purchase Plan and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to Elisabeth Ng at LHS Asia Pacific Sdn Bhd, Suite F01, First Floor, 2310 Century Square, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan, West Malaysia by 5.00 p.m. on 15 May 2001. If you take no action, your option(s) will in due course lapse and become worthless as explained below. As a result you would lose the ability to realise any value currently in your option(s).

You are advised to refer to the Offer Document, which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise.

(ii) Compulsory acquisition

Please note that on 23 April 2001 Schlumberger Investments exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985. Options granted under the Stock Purchase Plan that remain unexercised will lapse at the end of the period of one month from the date of this letter.

2. Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the Offer (the Exercise and Acceptance Proposal), sell your Sema Shares in the market, or retain your Sema Shares.

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) using your accrued contributions under the Stock Purchase Plan up to the date you make your election and accepted the Offer.

Under the Cash Cancellation Offer, you will be paid cash in return for your agreement to cancel your option(s) and your contributions in the purchase account will be returned to you. The exact amount of the cash cancellation payment will again depend on the value of the Sema Shares on the date on which your election becomes effective, as explained below.

A summary of the tax treatment of Malaysian tax resident option holders who choose the Cash Cancellation Offer alternative is set out in the Appendix to this letter.

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your option(s), you should tick Box A of the Form of Election. You should then send the completed, Form of Election to Elisabeth Ng at LHS Asia Pacific Sdn Bhd, Suite F01, First Floor, 2310 Century Square, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan, West Malaysia to be received by no later than 5.00 p.m. on 15 May 2001.

If you have elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any withholding) with your pay for June (or during June 2001 if you are a weekly paid employee). This amount will be paid in US dollars and will be calculated using the exchange rate obtainable on the spot market in London at approximately noon (London time) on 15 May 2001.

Choice 2 Exercise your option(s)

You may exercise your option(s) under the Stock Purchase Plan to subscribe for Sema Shares using your contributions made under the Stock Purchase Plan up to the date of exercise. Given that the current value of Sema Shares is less than their value at the date of grant of your option(s), the exercise price is likely to be calculated by reference to the mid market quotation for Sema Shares as derived from the Daily Official List of the London Stock Exchange on the date of exercise. Accordingly, by exercising your option you may use your contributions to acquire Sema Shares at a price per Sema Share of 85% of the value of a Sema Share on the date of exercise. On 20 April 2001, the last practicable date prior to posting this letter, the mid market quotation for Sema Shares was 558p. If when you exercise your option a Sema Share is no longer traded on the London Stock Exchange the exercise price will be 85% of the Offer Price (560p).

You may then:

- (i) accept the Offer in relation to the Sema Shares you acquire; or
- (ii) retain all or any of such Sema Shares (although, as mentioned above, such Sema Shares will be compulsorily acquired by Schlumberger Investments on the terms of the Offer following the service of a Section 429 Notice); or
- (iii) sell your Sema Shares in the market (although it may not be possible to sell at the Offer Price of 560p per Sema Share and you will probably incur dealing costs in respect of such sale. You should also note that Sema Shares will have their listing on the London Stock Exchange cancelled on 9 May 2001).

If you exercise your option and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document:

for each Sema Share 560p in cash

If you accept the Offer in respect of the Sema Shares acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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. You can only elect to receive US dollars in respect of all your Sema Shares acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

A summary of the tax treatment of Malaysian tax resident option holders who choose to exercise their option(s) and accept the Offer is set out in the Appendix to this letter. You should read this carefully before deciding what course of action to take.

Procedure to exercise your option(s) and accept the Offer

If you wish to exercise your option(s) and accept the Offer in respect of the Sema Shares you acquire on exercise, you should tick Box B on the Form of Election. By ticking Box B you are:

- (i) instructing your employing company to apply your contributions in the purchase account towards the subscription of Sema Shares and for any surplus contributions to be returned to you; and
- (ii) authorising your employing company to transfer the Sema Shares you would have received to Schlumberger Investments and to pay you cash for them.

You should then send your completed Form of Election to Elisabeth Ng at LHS Asia Pacific Sdn Bhd, Suite F01, First Floor, 2310 Century Square, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan, West Malaysia so as to be received no later than 5.00 p.m. on 15 May 2001.

If you have properly completed and returned the Form of Election as instructed above you will be posted a cheque for the amount due to you (after any withholding) within 14 days of Computershare Trust Company of New York (Schlumberger Investments' forwarding agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election you should contact Elisabeth Ng at LHS Asia Pacific Sdn Bhd, Suite F01, First Floor, 2310 Century Square, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan, West Malaysia who will supply you with the necessary form.

Take no action

If you take no action, your option(s) will lapse in due course and become worthless as explained at 1.(i) above. You will lose the right to acquire Sema Shares and the ability to realise any value in your option(s).

3. General

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option(s)), you can only exercise your option(s) during that special period or any shorter period which arises under the rules of the Stock Purchase Plan as a result of the Offer. Nothing in this letter serves to extend the life of an option which lapses (or has already lapsed) under the rules of the relevant Stock Purchase Plan.

4. Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee,^{/1/} accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee, (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5. Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, considers the proposals to option holders under the Stock Purchase Plan set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild and Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that participants accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances.

6. Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact Elisabeth Ng on 0060 383 11 28 28.

Yours faithfully

For and on behalf of
Schlumberger Investments

For and on behalf of
Sema plc

/s/ Jean-Dominique Percevault
Jean-Dominique Percevault
Director

/s/ Sir Julian Oswald
Sir Julian Oswald
Chairman

^{/1/}"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Fryer, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

Malaysian Tax Treatment

Summarised below are some of the Malaysian taxation implications of the courses of action described in this letter for participants resident in Malaysia for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject to taxation in any jurisdiction other than Malaysia, you should consult your own appropriate professional adviser before taking any action.

ACCEPTANCE OF THE CASH CANCELLATION OFFER

If you accept the cash cancellation offer,

1. your contributions to the Stock Purchase Plan (which will be returned to you), will not be subject to any taxation;
2. cash amounts received in excess of your contributions could represent the following;
 - (i) interest -- this would be taxed only when it is remitted to Malaysia. Foreign tax relief against the Malaysian tax payable will be given for the foreign tax paid. There will be no social security obligations nor withholding tax on the interest amount.
 - (ii) cash in excess of contributions and interest -- this would be taxable as an employment sourced income and withholding tax and social security contributions would be applicable.

EXERCISE OF OPTION AND ACCEPTANCE OF THE OFFER

If you decide to exercise your option, you will be subject to taxation at the time of exercise. The taxable benefit is equivalent to the difference between the fair market value of the Sema Share on the date of exercise and the price paid for such Sema Share.

There is no withholding tax and social security on the taxable benefit.

The subsequent disposal of such Sema Share will not attract Malaysian tax.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

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 the proposals set out in this letter 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 nor for giving advice in relation to the Offer and the proposals set out in this letter. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

Credit Suisse First Boston and NM Rothschild & Sons Limited, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting exclusively for Sema plc and no one else in connection with the Offer and the proposals set out in this letter and will not be responsible to anyone other than Sema for providing the protections afforded to customers of Credit Suisse First Boston and NM Rothschild & Sons Limited, nor for giving advice in relation to the Offer and the proposals set out in this letter.

Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of election and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

Schlumberger Investments 8th Floor South Quay Plaza 2 183 Marsh Wall London E14 9SH	Sema plc 233 High Holborn London WC1V 7DJ
Registered in England No. 04157867	Registered in England No. 1240677

13 April 2001

To: US Participants in the Sema 2000 Stock Purchase Plan (the Stock Purchase Plan)

Dear Participant

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i) Option(s) now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects. All outstanding option(s) to purchase Sema American Depositary Shares (Sema ADSs), under the Stock Purchase Plan may now be exercised. This letter explains the choices open to you under the Stock Purchase Plan and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to your HR representative by 5.00 p.m. on 11 May 2001. If you take no action, your option(s) will in due course lapse and become worthless as explained below. As a result you would lose the ability to realise any value currently in your option(s).

You are advised to refer to the Offer Document dated 21 February 2001 (the Offer Document), which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise. If you have lost your copy of the Offer Document and need another copy before you make your choice, you may view a copy on the Sema US Intranet.

(ii) Compulsory acquisition

Please note that on acquiring 90% of the Sema Shares to which the Offer relates Schlumberger Investments intends to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985 (a Section 429 Notice).

You will be notified when a Section 429 Notice is issued if you have not already exercised your option(s). Options granted under the Stock Purchase Plan that remain unexercised will lapse one month after such notification.

2. Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the Offer, (the Exercise and Acceptance Proposal) sell your Sema ADSs in the market, or retain your Sema ADSs.

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) using your accrued contributions under the Stock Purchase Plan up to the date you make your election and accepted the Offer.

Under the Cash Cancellation Offer, you will be paid cash in return for your agreement to cancel your option(s) and your contributions in the purchase account will be returned to you. The exact amount of the cash cancellation payment will depend on the value of the Sema ADSs on the date on which your election becomes effective, as explained below.

A summary of the tax treatment of United States tax resident option holders who choose the Cash Cancellation Offer alternative is set out in the Appendix to this letter.

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your option(s), you should tick Box A of the Form of Election. You should then send the completed, Form of Election to your HR representative to be received by no later than 5.00 p.m. on 11 May 2001.

If you have elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any withholding) with your pay for May (or the week ending 18 May 2001 if you are a weekly paid employee). This amount will be paid in US dollars and will be calculated using the exchange rate obtainable on the spot market in London at approximately noon (London time) on 11 May 2001.

Choice 2 Exercise your option(s)

You may exercise your option(s) under the Stock Purchase Plan to subscribe for Sema ADSs using your contributions made under the Stock Purchase Plan up to and including the date of exercise. Given that the current value of Sema ADSs is less than the value at the date of grant of your option(s), the exercise price per Sema ADS is likely to be calculated as 85% of the closing price of such Sema ADSs on Nasdaq on the date of exercise. On 11 April 2001, the last practicable date prior to posting this letter the closing price for Sema ADSs was \$15.90. If when you exercise your option a Sema ADS is no longer traded on Nasdaq the exercise price will be 85% of the Offer Price (1,120p).

You may then:

- (i) accept the Offer in relation to the Sema ADSs you acquire; or
- (ii) retain all or any of such Sema ADSs (although, as mentioned above, it is intended that all Sema ADSs will be compulsorily acquired by Schlumberger Investments on the terms of the Offer following the service of a Section 429 Notice); or
- (iii) sell your Sema ADSs in the market (although it may not be possible to sell at the Offer Price of 1,120p per ADS and you will probably incur dealing costs in respect of such sale).

If you exercise your option(s) and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document.

for each Sema ADS 1,120p in cash

If you accept the Offer in respect of the Sema ADSs acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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 ADSs. You can only elect to receive US dollars in respect of all your Sema ADSs acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

A summary of the tax treatment of US tax resident option holders who choose to exercise their options and accept the Offer is set out in the Appendix to this letter and the United States federal income taxation section set out in paragraph 14 of Appendix IV of the Offer Document should be read carefully before deciding what course of action to take.

Procedure to exercise your option(s) and accept the Offer

If you wish to exercise your option(s) and accept the Offer in respect of the Sema ADSs you acquire on exercise, you should tick Box B on the Form of Election. By ticking Box B you are:

- (i) instructing your employing company to apply your contributions in the purchase account towards the subscription of Sema ADSs and for any surplus contributions to be returned to you; and
- (ii) authorising your employing company to transfer the Sema ADSs you would have received to Schlumberger Investments and to pay you cash for them.

You should then send your completed Form of Election to your HR representative so as to be received no later than 5.00 p.m. on 11 May 2001.

If you have properly completed and returned the Form of Election as instructed above you will be posted a cheque for the amount due to you (after any withholding) within 14 days of Computershare Trust Company of New York (Schlumberger Investments' forwarding agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election. You should contact Vance Shaffer at Sema US who will supply you with the necessary form.

Take no action

If you take no action, your option(s) will lapse in due course and become worthless as explained at 1.(i) above. You will lose the right to acquire Sema ADSs and the ability to realise any value in your option(s).

3. General

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option(s)), you can only exercise your option(s) during that special period or any shorter period which arises under the rules of the Stock Purchase Plan as a result of the Offer. Nothing in this letter serves to extend the life of an option which lapses (or has already lapsed) under the rules of the relevant Stock Purchase Plan.

4. Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee/1/ accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee, (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5. Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, considers the proposals to option holders under the Stock Purchase Plan set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account those Sema directors' commercial assessments. The Sema Advisory Committee recommend that participants accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances.

6. Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact Vance Schaffer at Sema Inc., Concourse Parkway, Suite 2700, Atlanta GA 30328 on 001 770 280 3190.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Vice-President, European Affairs

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

/1/"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Frier, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

APPENDIX

United States Tax Treatment

Summarised below are some of the United States taxation implications of the courses of action described in this letter for participants resident or ordinarily resident in the United States of America for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject to taxation in any jurisdiction other than the United States, you should consult your own appropriate professional adviser before taking any action.

You should also refer to paragraph 14 of Appendix IV of the Offer Document for additional information on United States federal income taxation relating to the Offer.

ACCEPTANCE OF THE CASH CANCELLATION OFFER

If you accept the Cash Cancellation Offer, (i) your contributions to the Stock Purchase Plan (which will be returned to you) will not be subject to any taxation and (ii) any amount received in excess of your contributions will be taxed as ordinary income and subject to applicable withholding of taxes and social security (federal, state and local income taxes, FICA, etc.).

EXERCISE OF OPTION(S) AND ACCEPTANCE OF THE OFFER

If you decide to exercise your option(s), you will not be subject to any taxation at the time of exercise. Upon a sale of the Sema ADSs acquired upon exercise, however, you will have ordinary income equal to the discount you receive upon such exercise. The discount, as applicable here, will be equal to the fair market value of a Sema ADS on the date of exercise less the price you paid for such Sema ADS. The difference, if any, between the sale price of your ADSs from the fair market value of such Sema ADSs on the date of exercise will be taxed as short-term capital gains. There will be no withholding on any amount deemed to be ordinary income but tax and social security will become payable in due course. (Please note that the taxation described above assumes that the Sema ADSs acquired upon exercise of your option(s) will not be held for at least two years from the date of grant of your option(s) and one year from the date of exercise. Different tax results may occur if you hold the Sema ADSs in satisfaction of the foregoing holding periods, although as indicated above Schlumberger Investments has indicated its intention to acquire compulsorily all or any of such Sema ADSs following the service of a Section 429 Notice).

The foregoing tax discussion is intended to be a general description of certain expected federal income tax results under current law. No attempt has been made to address any state and local, foreign or estate and gift tax consequences that may arise in connection with participation in the Stock Purchase Plan. All affected individuals should consult their own advisors for any specific advice as to their own tax situation or if they wish any further details or have special questions.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to US Participants in the Sema 2000 Stock Purchase Plan (the Stock Purchase Plan)

Once completed this Form of Election should be returned to your HR representative. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 11 May 2001.

To: Sema plc
Schlumberger Investments
Computershare Trust Company of New York

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR YOUR OPTION

BOX A	BOX B
Accept the Cash Cancellation Offer	Exercise my option and accept the Offer
----- [_____]	----- [_____]

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise my option(s) as indicated in respect of the Sema ADSs available to me and to accept the Offer in respect of the Sema ADSs I thereby acquire.

2. IF YOU TICKED BOX B, YOU ARE (i) HEREBY INSTRUCTING YOUR EMPLOYING COMPANY TO APPLY YOUR CONTRIBUTIONS IN THE PURCHASE ACCOUNT TOWARDS THE SUBSCRIPTION OF SEMA ADSs AND FOR ANY SURPLUS CONTRIBUTIONS TO BE RETURNED TO YOU; AND (ii) AUTHORISING YOUR EMPLOYING COMPANY TO TRANSFER THE SEMA ADSs YOU WOULD HAVE RECEIVED TO SCHLUMBERGER AND PAY YOU CASH FOR THEM.

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA ADSs ACQUIRED ON EXERCISE OF YOUR OPTION, DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX C, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX C

Please put YES in Box C to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema ADSs acquired on exercise of your option(s) in US dollars instead of pounds sterling. [___]

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
- (b) warrant that the option(s) in respect of which I have elected above are valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that the option certificate(s) in respect of such option(s) shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
- (c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
- (d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and are irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
- (f) accept that the option certificate(s) issued in respect of the option(s) granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
- (g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder:	To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)
Name of option holder	Name of Witness
(print): _____	(print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: _____

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, shall be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of a particular option you irrevocably:
 - (a) release that option over Sema ADSs; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum net of any withholding or employee's social charges through the payroll system.
4. By completing Box B in respect of a particular option you irrevocably:
 - (a) instruct your employing company to apply your contributions in the purchase account towards the subscription of Sema ADSs and for any surplus contributions to be returned to you;
 - (b) authorise your employing company to transfer the ADSs you would have received to Schlumberger Investments and to pay you cash for them;
 - (c) elect to exercise that option;
 - (d) accept the Offer in respect of the Sema ADSs allotted to you on the exercise of that option;
 - (e) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a letter of transmittal of the Offer, and a form of transfer in favour of Schlumberger Investments in respect of those Sema ADSs, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (f) authorise Sema to procure the registration of the transfer of those Sema ADSs and the delivery of a certificate in respect of those Sema ADSs to Schlumberger Investments or as it may direct; and
 - (g) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you (less any tax) at the address you have shown on this Form of Election and at your risk.
5. By completing Box C you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph II of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for tax if applicable) to which you are entitled from acceptance of the Offer in respect of the Sema ADSs acquired on exercise of your option(s). You accept that any fluctuation in the US dollar / pound sterling exchange will be at your risk.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

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 the proposals set out in this letter 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 nor for giving advice in relation to the Offer and the proposals set out in this letter. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

Credit Suisse First Boston and NM Rothschild & Sons Limited, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting exclusively for Sema plc and no one else in connection with the Offer and the proposals set out in this letter and will not be responsible to anyone other than Sema for providing the protections afforded to customers of Credit Suisse First Boston and NM Rothschild & Sons Limited, nor for giving advice in relation to the Offer and the proposals set out in this letter.

Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of election and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

Schlumberger Investments
8th Floor
South Quay Plaza II
183 Marsh Wall London
E14 9SH

Sema plc
233 High
Holborn
London
WC1V 7DJ

Registered in England
No. 04157867

Registered in
England
No. 1240677

23 April 2001

To: UK tax resident holders of options granted before 15 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the Executive Scheme)

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1.Introduction

You should already have received (for information only) the Offer Document dated 21 February 2001 (the Offer Document) which contains the terms and conditions of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i)Option exercise price

You are reminded that, following a share capitalisation in May 1998, the exercise price of options previously granted under the Executive Scheme was adjusted as follows:

Date of Grant	Current Exercise Price per Sema Share	Exercise Price per Sema Share on original option certificate
27 April 1994	99.54p	408.00p
5 March 1996	142.48p	584.00p
6 May 1997	306.875p	1227.5p

Note: the number of Sema Shares under options granted in 1997 was multiplied by 4 pursuant to the adjustment and the number of Sema Shares under options granted in 1994 and 1996 was multiplied by 4.099 pursuant to the adjustment. The adjusted option entitlements should be reflected in an amended option certificate issued to you following the adjustment.

Options granted on 14 October 1998 remain unadjusted.

(ii) Options now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects. All outstanding options under the Executive Scheme which were not already exercisable have now become exercisable and, where relevant, performance targets have been waived. This letter explains the choices open to you in respect of your option(s) under the Executive Scheme and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to the Company Secretarial Department at 233 High Holborn, London WC1V 7DJ by 5.00 p.m. on 14 May 2001. If you take no action, your options will in due course lapse and become worthless. As a result you would lose the ability to realise any value currently in your option(s).

You are advised to refer to the Offer Document, which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise. If you have lost your copy of the Offer Document you may view a copy on the Sema Intranet.

(iii) Compulsory acquisition

Please note that Schlumberger Investments has today exercised its rights to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the Companies Act 1985 (a Section 429 Notice). Options granted under the Executive Scheme that remain unexercised will lapse at the end of the compulsory acquisition period which will expire on Monday 4 June 2001.

2. Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the offer, sell your Sema Shares in the market, or retain your Sema Shares (the Exercise and Acceptance Proposal).

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) in full and accepted the Offer.

Under the Cash Cancellation Offer, cash will be paid to you in return for your agreement to cancel your option(s). The amount of the cash cancellation payment for each Sema Share under your option(s) will be the difference between the Offer Price of 560p per Sema Share and the exercise price of your option(s) for that Sema Share.

As mentioned in the Appendix (United Kingdom Tax Treatment) to this letter, the cash cancellation payment is fully subject to income tax and the income tax liability for UK tax resident option holders will be deducted through the PAYE system. Acceptance of the Cash Cancellation Offer may therefore be inappropriate if you hold options which are not subject to income tax on exercise.

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for an option, you should tick Box A of the Form of Election against that option. You should then send the completed Form of Election to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ to be received by not later than 5.00 p.m. on 14 May 2001.

If you have elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to a payroll deduction in satisfaction of the PAYE due) with your pay for June 2001.

Choice 2 Exercise your option(s)

You may now exercise your option(s) under the Executive Scheme to acquire Sema Shares. You may do this even if it is less than 3 years from the original date of grant of your option(s).

You may then:

- (i) accept the Offer in relation to the Sema Shares you acquire; or
- (ii) retain all or any of such Sema Shares (although it is intended that such shares will be compulsorily acquired by Schlumberger Investments on the terms of the Offer following the service of a Section 429 Notice); or
- (iii) sell your Sema Shares in the market. However, it may not be possible to sell at the Offer Price of 560p and you will probably incur dealing costs in respect of such sale. It is also expected that Sema Shares will have their listing on the London Stock Exchange cancelled within the next couple of months.

If you exercise your option(s) and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document:

for each Sema Share 560p in cash

If you accept the Offer in respect of the Sema Shares acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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. You can only elect to receive US dollars in respect of all your Sema Shares acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

Procedure to exercise your option(s) and accept the Offer

If you wish to exercise your option(s) and accept the Offer in respect of the Sema Shares you acquire on exercise, you should tick Box B on the Form of Election. You will need to fund the exercise cost of your option and the Form of Election must therefore be accompanied by a cheque made payable to Sema plc for the full exercise cost.

If you wish to use the NatWest Finance Facility you should complete the enclosed Finance and Acceptance Facilities Form and not the Form of Election.

You should then send your completed Form of Election together with your cheque or (ii) your completed Finance and Acceptance Facilities Form to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ so as to be received no later than 5.00 p.m. on 14 May 2001.

If you have properly completed and returned the Form of Election or Finance and Acceptance Facilities Form as instructed above you will be posted a cheque for the amount due to you (after deduction of any PAYE liability in relation to unapproved options granted on 6 May 1997 and 14 October 1998 under the Executive Scheme) within 14 days of Computershare Services PLC (Schlumberger Investments' receiving agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election. You should contact the Company Secretarial Department at Sema plc, on 020 7830 4215 or email emma.turner@sema.co.uk who will supply you with the necessary form.

Take no action

If you take no action, your option(s) will lapse in due course and become worthless. You will lose the right to acquire Sema Shares and the ability to realise any value in your option(s).

3. General

The exercise of your option(s) under the Executive Scheme will have tax consequences for you. Please read the Appendix (United Kingdom Tax Treatment) to this letter and the United Kingdom Taxation section set out in paragraph 13 of Appendix IV of the Offer Document carefully before deciding what course of action to take.

If you have more than one unexercised option, you may wish to make different choices for each option (for example, you may wish to exercise only one of your options). However, you may not use the enclosed Form of Election to make more than one choice in respect of the same option.

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option), you can only exercise your option during that special period or any shorter period which arises under the rules of the Executive Scheme as a result of the Offer. Nothing in this letter serves to extend the life of an option which lapses (or has already lapsed) under the rules of the Executive Scheme.

4. Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee* accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5. Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, consider the proposals to option holders under the Executive Scheme set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that option holders accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances.

6. Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact the Company Secretarial Department of Sema plc on 020 7830 4215 or email emma.turner@sema.co.uk

Yours faithfully

For and on behalf of
Schlumberger Investments

For and on behalf of
Sema plc

/s/ Jean-Dominique Percevault

/s/ Sir Julian Oswald

Jean-Dominique Percevault
Director

Sir Julian Oswald
Chairman

*"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Fryer, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

APPENDIX

United Kingdom Tax Treatment

Summarised below are some of the United Kingdom taxation implications of the courses of action described in this letter for option holders resident or ordinarily resident in the UK for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject to taxation in a jurisdiction other than the UK, you should consult your own appropriate professional adviser before taking any action.

You should also refer to paragraph 13 of Appendix IV of the Offer Document for additional information on UK taxation relating to the Offer.

1. Acceptance of the Cash Cancellation Offer

- (i) The cash cancellation payment will be subject to income tax in full and this income tax liability will be deducted at source under the PAYE system unless you are a former employee of the Sema Group in which case only basic rate tax will be deducted. You should note that this charge to income tax arises irrespective of whether you would be entitled to exercise your option without any charge to income tax arising. There will be no National Insurance since your option was granted before 6 April 1999.
- (ii) A condition of acceptance of the Cash Cancellation Offer will be that the amount of your income tax liability will first be deducted from the cash cancellation payment due to you and you will receive only the net amount.

2. Exercise of options and acceptance of the offer

(A) Income tax--Approved options granted under the Executive Scheme

- (i) An income tax charge will arise on the exercise of any Inland Revenue approved option granted on 14 October 1998 but will only arise on the exercise of approved options granted before that date if you have exercised Inland Revenue approved options (other than options under an approved savings related scheme) within the last three years in circumstances where no income tax liability arose. Exercise of more than one option on the same day, each of which is free from income tax liability, will not prejudice the income tax free treatment of other options exercised on the same day. There will be no National Insurance since your option was granted before 6 April 1999.
- (ii) The income tax charge will be calculated on the amount by which the market value of your Sema Shares on the date of exercise of the option exceeds the exercise price of the option.
- (iii) You will need to declare any income tax liability arising on exercise of your approved options to the Inland Revenue on your tax return relating to the year in which the option was exercised (that is the tax year ending 5 April 2002). This tax will not be deducted at source under the PAYE system. You will be required to notify the Inland Revenue (the Inspector of Taxes for your tax district) even if you do not automatically receive a tax return. You may therefore need to request a self-assessment return form for completion and submission to the Inland Revenue. You are strongly recommended to put aside enough money to pay the tax which will be due on 31 January 2003.

(B) Income tax--Unapproved options granted under the Executive Scheme

- (i) An income tax charge will arise on the exercise of your unapproved option.
- (ii) The income tax charge on exercise will be calculated on the amount by which the market value of your Sema Shares on the date of exercise of the option exceeds the exercise price of the option.
- (iii) The income tax liability in respect of your options granted on 6 May 1997 and 14 October 1998 under the Executive Scheme will be deducted at source under PAYE. A condition of the exercise of such options will be that you authorise Schlumberger Investments and/or Sema to deduct from the cash proceeds arising on acceptance of the Offer such amount as is necessary to discharge any PAYE liability which arises on exercise of these options.

(C) Capital Gains Tax--the Executive Scheme

- (i) Whether or not an income tax charge arises when you exercise your option you may be chargeable to capital gains tax on disposal of the Sema Shares you acquire on exercise of your option. Acceptance of the Offer or a sale in the market would amount to a disposal for these purposes.

Inland Revenue approved options exercised without income tax charge.

- (ii) If you sell or accept the Offer in respect of the Sema Shares you acquire on exercise of your option, the amount of any capital gain will be the excess of the proceeds from any subsequent sale or the acceptance of the Offer (being 560p per Sema Share acquired if you accept the Offer) over the base cost of your Sema Shares. The base cost will normally be the exercise price of the option.

Options subject to an income tax charge on exercise.

- (iii) If you are liable to income tax on the exercise of your approved or unapproved options, any capital gain will be the excess of the proceeds from any subsequent sale or acceptance of the Offer (being 560p per Sema Share acquired if you accept the Offer) over the base cost of your Sema Shares. The base cost will normally be the market value of your Sema Shares on the date of exercise. These two amounts may be similar, in which case no charge or only a minimal charge to capital gains tax would arise.
- (iv) You should note that liability to tax on capital gains will arise only to the extent that your total capital gains (less any available reliefs and allowances) for the tax year exceeds the annual exempt amount for each individual (which is (Pounds)7,500 for the 2001/2002 tax year).
- (v) In relation to the calculation of any capital gains tax liability, you should note that, if you have disposed of any Sema Shares, by accepting the Offer or otherwise, and within 30 days of doing so have acquired Sema Shares (for example, by exercising your option), the Sema Shares which you acquired on exercise of such option will be identified for capital gains tax purposes with those previously disposed of. This means that the base cost of your Sema Shares disposed of will be treated as equal to the base cost of the Sema Shares subsequently acquired. If this applies to you, you are strongly advised to seek your own independent financial advice immediately.

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Schlumberger Investments
8th Floor
South Quay Plaza II
183 Marsh Wall
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E14 9SH

Sema plc
233 High
Holborn
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WC1V 7DJ

Registered in England
No. 04157867

Registered in
England
No. 1240677

23 April 2001

To: Non-UK tax resident holders of options granted before 15 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the Executive Scheme)

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

You should already have received (for information only) the Offer Document dated 21 February 2001 (the Offer Document) which contains the terms and conditions of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i) Option exercise price

You are reminded that, following a share capitalisation in May 1998, the exercise price of options previously granted under the Executive Scheme was adjusted as follows:

Date of Grant	Current Exercise Price per Sema Share	Exercise Price per Sema Share on original option certificate
27 April 1994	99.54p	408.00p
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6 May 1997	306.875p	1227.5p

Note: the number of Sema Shares under options granted in 1997 was multiplied by 4 pursuant to the adjustment and the number of Sema Shares under options granted in 1994 and 1996 was multiplied by 4.099 pursuant to the adjustment. The adjusted option entitlements should be reflected in an amended option certificate issued to you following the adjustment.

Options granted on 14 October 1998 remain unadjusted.

(ii) Option(s) now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer is unconditional in all respects. All outstanding options under the Executive Scheme which were not already exercisable have now become exercisable and, where relevant, performance targets have been waived. This letter explains the choices open to you in respect of your option(s) under the Executive Scheme and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ by 5.00 p.m. on 14 May 2001. If you take no action, your option(s) will in due course lapse and become worthless. As a result you would lose the ability to realise any value currently in your option(s).

You are advised to refer to the Offer Document, which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise. If you have lost your copy of the Offer Document you may view a copy on the Sema Intranet.

(iii) Compulsory acquisition

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985 (a Section 429 Notice). Options granted under the Executive Scheme that remain unexercised will lapse at the end of the compulsory acquisition period which will expire on Monday 4 June 2001.

2. Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the offer, sell your Sema Shares in the market, or retain your Sema Shares (the Exercise and Acceptance Proposal).

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) in full and accepted the Offer.

Under the Cash Cancellation Offer, Schlumberger Investments will pay you cash in return for your agreement to cancel your option(s). The amount of the cash cancellation payments for each Sema Share under your option(s) will be the difference between the Offer Price of 560p per share and the exercise price of your option(s) for that share.

Any cash cancellation payment will be made subject to any withholding or deduction obligation arising in the jurisdiction in which you are ordinarily employed.

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your option(s), you should tick Box A of the Form of Election against each option(s) in respect of which you wish to accept the Cash Cancellation Offer. You should then send the completed Form of Election to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ to be received by not later than 5.00 p.m. local time on 14 May 2001.

If you have elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any deduction or withholding obligations) with your pay for June.

Choice 2 Exercise your option(s)

You may now exercise your option(s) under the Executive Scheme to acquire Sema Shares. You may do this even if it is less than 3 years from the original date of grant of your option(s).

You may then:

- (i) accept the Offer in relation to the Sema Shares you acquire; or
- (ii) retain all or any of such Sema Shares (although it is intended that such shares will be compulsorily acquired by Schlumberger Investments on the terms of the Offer following the service of a Section 429 Notice); or
- (iii) sell your Sema Shares in the market. However, it may not be possible to sell at the Offer Price of 560p and you will probably incur dealing costs in respect of such sale. It is also expected that Sema Shares will have their listing on the London Stock Exchange cancelled within the next couple of months.

If you exercise your option(s) and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document:

for each Sema Share 560p in cash

If you accept the Offer in respect of the Sema Shares acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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. You can only elect to receive US dollars in respect of all your Sema Shares acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

Procedure to exercise your option(s) and accept the Offer

If you wish to exercise your option(s) and accept the Offer in respect of the Sema Shares you acquire on exercise, you should tick Box B on the Form of Election. You will need to fund the exercise cost of your option(s) and the Form of Election must therefore be accompanied by a cheque made payable to Sema plc for the full exercise cost.

If you wish to use the NatWest Finance Facility, you should complete the enclosed Finance and Acceptance Facilities Form and not the Form of Election.

You should then send either (i) your completed Form of Election and cheque or (ii) your completed Finance and Acceptance Facilities Form to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ so as to be received no later than 5.00 p.m. local time on 11 May 2001.

If you have properly completed and returned the Form of Election or Finance and Acceptance Facilities Form as instructed above you will be posted a cheque for the amount due to you (subject to any deduction or withholding obligations) within 14 days of Computershare Services PLC (Schlumberger Investments' receiving agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election. You should contact your local HR manager who will supply you with the necessary form.

Take no action

If you take no action, your option(s) will lapse in due course and become worthless. You will lose the right to acquire Sema Shares and the ability to realise any value in your option(s).

3. General

The acceptance of the Cash Cancellation Offer or the exercise of your option(s) under the Executive Scheme will have tax consequences for you. You are recommended to confirm your taxation position with your independent financial adviser. Please also refer to the separate document entitled Local Taxation Implications which is being sent to option holders in certain (but not all) jurisdictions.

If you have more than one unexercised option(s), you may wish to make different choices for each option(s) (for example, you may wish to exercise only one of your options). However, you may not use the enclosed Form of Election to make more than one choice in respect of the same option(s).

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option(s)), you can only exercise your option(s) during that special period or any shorter period which arises under the rules of the Executive Scheme as a result of the Offer. Nothing in this letter serves to extend the life of an option(s) which lapses (or has already lapsed) under the rules of the Executive Scheme.

4. Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee* accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5. Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, considers the proposals to option holders under the Executive Scheme set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that participants accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances.

6. Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact your local HR manager.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault Director

Jean-Dominique Percevault Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

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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 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.

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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 letter, forms of election and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

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Schlumberger Investments
8th Floor
South Quay Plaza II
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E14 9SH

Sema plc
233 High Holborn
London
WC1V 7DJ

Registered in England
No. 04157867

Registered in
England
No. 1240677

23 April 2001

To: United Kingdom tax resident holders of options granted after 14 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the 1994 Senior ESOS) and under the Sema 2000 Executive Share Option Scheme (the 2000 ESOS) (together the Out of the Money Executive Schemes)

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA - EFFECT ON YOUR OPTION(S) UNDER THE OUT OF THE MONEY EXECUTIVE SCHEMES

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema). Under the Offer, Schlumberger Investments has agreed to pay 560p for each Sema Share. Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects.

This letter explains the effect of the Offer on your option(s) under the Out of the Money Executive Schemes.

Effect of the Offer on your option(s)

Although as a result of the Offer your options are now exercisable, all options granted under the Out of the Money Executive Schemes have an exercise price which is higher than the Offer price of 560p per Sema Share. You could choose to exercise your option(s) and accept the Offer for the Sema Shares you acquire (or sell or retain those Sema Shares), but you would receive less for those shares than you would have paid for them and you would suffer a loss.

What this means for you

It is therefore unlikely to be in your interests to exercise your option(s). Assuming you do not exercise your option(s), they will lapse in due course.

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985 (a Section 429 Notice). Options granted under the 1994 Senior ESOS that remain unexercised will lapse at the end of the compulsory acquisition period which will expire on Monday, 4 June 2001. Options granted under the 2000 ESOS that remain unexercised will lapse at the end of the period of one month from the date of this letter.

If you wish to exercise your rights under the Out of the Money Executive Schemes, please contact the Company Secretarial Department of Sema plc on 020 7830 4215 or email emma.turner@sema.co.uk. as soon as possible to discuss this course of action.

Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

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Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited recommends that, since your option(s) are out of the money, you do not choose to exercise your option(s) and, in doing so, allow them to lapse. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments.

Further information

If you are in any doubt about what to do, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter or you still wish to exercise your option, you should contact the Company Secretarial Department of Sema plc on 020 7830 4215, or email emma.turner@sema.co.uk.

A copy of the offer document containing the terms and conditions of the Offer is available on the Sema Intranet.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

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23 April 2001

To: Non-UK tax-resident holders of options granted after 14 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the 1994 Senior ESOS) and under the Sema 2000 Executive Share Option Scheme (the 2000 ESOS) (together the Out of the Money Executive Schemes)

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA - EFFECT ON YOUR OPTION(S) UNDER THE OUT OF THE MONEY EXECUTIVE SCHEMES

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema). Under the Offer, Schlumberger Investments has agreed to pay 560p for each Sema Share. Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects.

This letter explains the effect of the Offer on your option(s) under the Out of the Money Executive Schemes.

Effect of the Offer on your option(s)

Although as a result of the Offer your option(s) are now exercisable, all options granted under the Out of the Money Executive Schemes have an exercise price which is higher than the Offer price of 560p per Sema Share. You could choose to exercise, your option(s) and accept the Offer for the Sema Shares you acquire (or sell or retain those Sema Shares), but you would receive less for those shares than you would have paid for them and you would suffer a loss.

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If you wish to exercise your rights under the Out of the Money Executive Schemes, please contact your local HR manager as soon as possible to discuss this course of action.

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Recommendation

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Further information

If you are in any doubt about what to do, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter or you still wish to exercise your option, you should contact your local HR manager.

A copy of the offer document containing the terms and conditions of the Offer is available on the Sema Intranet.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

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Registered in England
No. 04157867

Registered in
England
No. 1240677
24 April 2001

To: Canadian tax resident holders of options granted on 14 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the Executive Scheme).

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

Schlumberger Investments (Schlumberger) has made a cash offer for Sema plc (Sema) which was declared unconditional in all respects on 6 April 2001 (the Offer).

This letter sets out the specific proposals being put forward by Schlumberger in relation to your option to acquire shares in Sema under the Executive Scheme (your Option).

The Offer is not being made, directly or indirectly, in Canada. Accordingly, Schlumberger is unable to extend the Offer to you and has therefore decided to give you the opportunity to release your Option in exchange for a cash payment measured by the excess of 560 pence (being the Offer price for Sema Share) over the exercise price per Sema Share under your Option.

(i) Option exercise price

We understand you hold an option granted under the Executive Scheme on 14 October 1998 with an exercise price of 480p per Sema Share.

(ii) Option now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer is unconditional in all respects. All outstanding options under the Executive Scheme which were not already exercisable have now become exercisable and, where relevant, performance targets have been waived. This letter explains the choices open to you in respect of your Option under the Executive Scheme and the steps you should take to give effect to your choice. You are strongly advised to read this document carefully before deciding which course of action is most appropriate to your own personal circumstances.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ by 5.00 p.m. on 14 May 2001. If you take no action, your option will in due course lapse and become worthless. As a result you would lose the ability to realise any value currently in your Option.

(iii) Compulsory acquisition

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985 (a Section 429 Notice). Options granted under the Executive Scheme that remain unexercised will lapse at the end of the compulsory acquisition period which will expire on Monday 4 June 2001.

2. Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your Option (the Cash Cancellation Offer); or
2. To exercise your Option and then sell and/or retain your Sema Shares; or
3. Take no further action in which case your Option will in due course lapse.

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your Option which effectively gives you the gain in your Option.

Under the Cash Cancellation Offer, Schlumberger Investments will pay you cash in return for your agreement to cancel your Option. The amount of the cash cancellation payments for each Sema Share under your Option will be the difference between the Offer Price of 560p per share and the exercise price of your Option being 480p, ie 80p.

Any cash cancellation payment will be made subject to any withholding or deduction obligation arising in the jurisdiction in which you are ordinarily employed.

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your Option, you should tick Box A of the Form of Election against your Option. You should then send the completed Form of Election to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ to be received by no later than 5.00 p.m. local time on 14 May 2001.

If you have elected to accept the Cash Cancellation Offer for your Option, then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any deduction or withholding obligations) with your pay for June.

Choice 2 Exercise your Option

Options granted under the Executive Scheme are now immediately exercisable. If you wish to exercise your Option, please contact the Company Secretarial Department at Sema plc, on 0044 207 830 4215, or email emma.turner@sema.co.uk. You will then have to give written notice to Sema enclosing your option certificate and a cheque in sterling for the total amount payable on the exercise of the Option.

You will be able to deal with the Sema shares that arise from the exercise of your Option in the following ways:

(i) sell your Sema Shares in the market

You should be aware that as Schlumberger has acquired a large percentage of the existing Sema Shares, the market for Sema Shares is likely to be small. Therefore it may be difficult for you to find purchasers for these shares. You are also likely to have to pay dealing costs in respect of such a sale; or

(ii) retain your Sema Shares

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985 (a Section 429 Notice). Options granted under the Executive Scheme that remain unexercised will lapse at the end of the compulsory acquisition period which will expire on Monday 4 June 2001.

You should take appropriate advice on the tax implications of exercising your Option but, where required, any deductions required by law in respect of the exercise of your Option will be made.

Choice 3 Take no action

If you take no action, your Option will lapse in due course and become worthless. You will lose the right to acquire Sema Shares and the ability to realise any value in your Option.

3.General

The acceptance of the Cash Cancellation Offer or the exercise of your Option under the Executive Scheme will have tax consequences for you. You are recommended to confirm your taxation position with your independent financial adviser.

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your Option), you can only exercise your Option during that special period or any shorter period which arises under the rules of the Executive Scheme as a result of the Offer. Nothing in this letter serves to extend the life of an Option which lapses (or has already lapsed) under the rules of the Executive Scheme.

4.Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

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5.Recommendation

The Sema Advisory Committee, who have been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, consider the proposals to Canadian Option Holders under the Executive Scheme set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that you accept the Cash Cancellation Offer, or exercise your Option, in accordance with your individual circumstances.

6.Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact the Company Secretarial Department at Sema plc on 0044 207 830 4215, or email emma.turner@sema.co.uk.

Yours faithfully

For and on behalf of
Schlumberger Investments

For and on behalf of
Sema plc

Jean-Dominique Percevault
Director

Sir Julian Oswald
Chairman

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23 April 2001

To: non-French tax-resident Option holders in the Sema Group plc 1998 Savings Related Share Option Scheme (the SAYE Scheme) and option holders in the Sema Irish Sharesave Scheme (the Irish SAYE Scheme) (together the SAYE Schemes)

Dear Option Holder

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA - EFFECT ON YOUR OPTION(S) UNDER THE SAYE SCHEMES

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema). Under the Offer, Schlumberger Investments has agreed to pay 560p for each Sema Share. Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects.

This letter explains the effect of the Offer on your option(s) under the SAYE Schemes.

Effect of the Offer on your option(s)

Your option(s) were granted at a fixed exercise price to be paid from the proceeds of your linked savings account. Although as a result of the Offer, your option(s) are now exercisable, all options granted under the SAYE Schemes have an exercise price which is higher than the Offer price of 560p per Sema Share. You could choose to exercise such options and accept the Offer for the Sema Shares you acquire (or sell or retain those Sema Shares) but you would receive less for those shares than you would have paid for them and you would suffer a loss.

What this means for you

It is therefore unlikely to be in your interests to exercise your option(s). Assuming you do not exercise your option(s), they will lapse in due course, and you do not need to do anything.

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What about my linked savings?

You should have received a separate letter detailing how to deal with your linked savings.

Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

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Recommendation

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Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

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Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of election and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

Schlumberger Investments
8th Floor
South Quay Plaza II
183 Marsh Wall
London
E14 9SH

Sema plc
233 High
Holborn
London
WC1V 7DJ

Registered in England
No. 04157867

Registered in
England
No. 1240677

23 April 2001

To: Swedish/Norwegian participants in the Sema Group plc 1998 Savings Related Share Option Scheme (the SAYE Scheme)

Dear Participant

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema). Under the Offer, Schlumberger Investments has agreed to pay 560p for each Sema Share. Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects.

This letter explains the effect of the Offer on your rights under the SAYE Scheme.

Effect of the Offer on your rights

Your share appreciation rights were granted at a fixed exercise price. You were deemed to have exercised your share appreciation rights when the Offer was declared unconditional. However, because the exercise price of your share appreciation rights is higher than the Offer price of 560p per Sema Share, you are not entitled to receive any money under your share appreciation rights.

Your share appreciation rights will now lapse

What about my linked savings?

You should have received a separate letter detailing how to deal with your linked savings.

Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee* accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited considers the proposals to participants in the SAYE Scheme to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommends that, since you are not entitled to receive any money under your share appreciation rights, you take no action and in doing so, allow them to lapse.

Further information

If you are in any doubt about what you should do, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter, you should contact your local HR manager.

A copy of the offer document containing the terms and conditions of the Offer is available on the Sema Intranet.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

*"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Fryer, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

Printed by RR Donnelley Financial, 49913

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

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 the proposals set out in this letter 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 nor for giving advice in relation to the Offer and the proposals set out in this letter. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

Credit Suisse First Boston and NM Rothschild & Sons Limited, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting exclusively for Sema plc and no one else in connection with the Offer and the proposals set out in this letter and will not be responsible to anyone other than Sema for providing the protections afforded to customers of Credit Suisse First Boston and NM Rothschild & Sons Limited, nor for giving advice in relation to the Offer and the proposals set out in this letter.

Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of elections and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

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8th Floor
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Registered in England
No. 04157867

Sema plc
233 High Holborn
London
WC1V 7DJ

Registered in
England
No. 1240677

23 April 2001

To: Participants in the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan (the LHS Plans)

Dear Participant

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i)Options now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects. All outstanding options to purchase Sema Shares (Sema Shares) under the LHS Plans may now be exercised. This letter explains the choices open to you in respect of your option(s) under the LHS Plans and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to your local HR representative or AST as appropriate by 5.00 p.m. on 14 May 2001.

You are advised to refer to the Offer Document, which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise. A copy of the Offer Document is available on the Sema Intranet site.

(ii)Out of the Money options

Your attention is drawn to the fact that some options may have been granted at exercise prices of a dollar value which is higher than the Offer Price of 560p per Sema Share. This will depend on the exchange rate at which your exercise monies are converted from US dollars into pounds sterling. Where the exercise price is higher than the Offer Price and you choose to exercise your option(s) and acquire Sema Shares and accept the Offer (or retain or sell in the market those Sema Shares or they are compulsorily acquired by Schlumberger Investments), you would receive less for those Sema Shares than you paid for them and you would suffer a loss.

(iii)Compulsory acquisition

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985.

2.Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the Offer (the Exercise and Acceptance Proposal), sell your Sema Shares in the market, or retain your Sema Shares; or
3. To do nothing in which case your option(s) will remain exercisable until their normal expiry date unless you leave the employment of the Sema Group at an earlier date.

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) to subscribe for Sema Shares and accepted the Offer.

Under the Cash Cancellation Offer, you will be paid cash in return for your agreement to cancel your option(s). The amount of the cash cancellation payment will be the amount by which the Offer Price of 560p per Sema Share exceeds the exercise price for each Sema Share under your option(s).

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your option(s), you should tick Box A of the Form of Election. You should then send the completed Form of Election to your local HR representative to be received by not later than 5.00 p.m. on 14 May 2001.

If you elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any withholding) with your pay for June (or during June 2001 if you are a weekly paid employee). This amount will be paid in US dollars, and will be calculated using the exchange rate obtainable on the spot market in London at approximately noon (London time) on 14 May 2001.

A summary of the tax treatment of United States tax resident and Malaysian tax resident option holders who choose the cash cancellation alternative is set out in the appendix to this letter. If you are tax resident in any jurisdiction other than the United States or Malaysia you should take independent advice on the consequences of your choice.

Choice 2 Exercise your option

Alternatively you may exercise your option(s) under the LHS Plans to subscribe for Sema Shares.

You may then:

- (i) accept the Offer in relation to the Sema Shares you acquire; or
- (ii) retain all or any of such Sema Shares (although such Sema Shares will be compulsorily acquired by Schlumberger Investments on 4 June 2001); or
- (iii) sell your Sema Shares in the market. However, it may not be possible to sell at the Offer Price of 560p and you will incur dealing costs in respect of such sale. It is also expected that Sema Shares will have their listing on the London Stock Exchange cancelled on 9 May 2001 and on the Nasdaq in the near future.

If you exercise your option(s) and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document:

for each Sema Share 560p in cash

If you accept the Offer in respect of the Sema Shares acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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. You can only elect to receive US dollars in respect of all your Sema Shares acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

Procedure to exercise your option and accept the Offer

If you wish to exercise your option(s), other than any out of the money option(s), and accept the Offer in respect of the Sema Shares you acquire on exercise, you should tick Box B on the Form of Election. You will need to fund the exercise price of your option(s). The Form of Election must be accompanied by a cheque for the relevant exercise price in US dollars made payable to Sema plc.

You should then send your completed Form of Election together with your cheque payable to Sema plc to Karen Jagram, AST, 250 Broadway, 14th Floor, New York, NY10007, USA so as to be received no later than 5.00 p.m. on 14 May 2001.

If you have properly completed and returned the Form of Election as instructed above you will be posted a cheque for the amount due to you (after any withholding) within 14 days of Computershare Trust Company of New York (Schlumberger Investments' forwarding agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election. You should contact your local HR representative who will supply you with the necessary form.

The exercise of your option(s) under the LHS Plans will have tax consequences for you. If you are United States tax resident, please read the Appendix (United States Tax Treatment) to this letter and the United States federal income taxation section set out in paragraph 14 of Appendix IV of the Offer Document carefully before deciding what course of action to take. If you are Malaysian tax resident, please read the Appendix (Malaysian Tax Treatment) to this letter, before deciding what course of action to take. If you are tax resident in any other jurisdiction than the United States or Malaysia you should take independent advice on the tax consequences of your choice.

Take no action

If you take no action, your option(s) will remain exercisable in the normal way and will lapse in due course under the rules of the LHS Plans.

3. General

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option(s)), you can only exercise your option(s) during that special period or any shorter period which arises under the rules of the LHS Plans as a result of the Offer. Nothing in this letter serves to extend the life of an option which lapses (or has already lapsed) under the rules of the relevant LHS Plan.

4. Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee* accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5. Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, consider the proposals to option holders under the LHS Plans set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that option holders with "in the money" options accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances and that option holders with "out of the money" options do not choose to exercise their option(s) and in doing so, allow them to lapse.

6. Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact your local HR representative.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

*"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Fryer, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

APPENDIX

United States Tax Treatment

Summarised below are some of the United States taxation implications of the courses of action described in this letter for participants resident or ordinarily resident in the United States of America for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject to taxation in any jurisdiction other than the United States, you should consult your own appropriate professional adviser before taking any action (If you are tax resident in Malaysia, see the Malaysian tax summary below).

You should also refer to paragraph 14 of Appendix IV of the Offer Document for additional information on United States federal income taxation relating to the Offer.

ACCEPTANCE OF THE CASH CANCELLATION OFFER

If you accept the cash cancellation offer, any amount received in consideration of the cancellation of your option will be taxed as ordinary income and be subject to applicable withholding of taxes (federal, state and local income taxes, FICA, etc.).

EXERCISE OF OPTION AND ACCEPTANCE OF THE OFFER

Non-statutory Options. Generally, you will recognize ordinary income when you exercise your Non-statutory Option in an amount equal to the excess of the fair market value of the underlying stock on the date of exercise over the exercise price. Gain or loss on your subsequent sale or other disposition of the stock acquired upon the exercise of your Non-statutory Option (including pursuant to the Offer) will be measured by the difference between the amount realized on the disposition and the tax basis of such stock, and will generally be long-term or short-term capital gain or loss depending on how long you have held the stock. The tax basis of the stock acquired upon the exercise of any Non-statutory Option will be equal to the sum of the exercise price of such Non-statutory Option and the amount included in income with respect to such option.

Incentive Options. In general, you are not subject to any taxation upon the exercise of an Incentive Option. To receive special tax treatment as an Incentive Option under the Internal Revenue Code as to stock acquired upon exercise of an Incentive Option, you must neither dispose of such stock within two years after the Incentive Option is granted nor within one year after the transfer of the stock to you pursuant to exercise of such option. In addition, you must remain employed by the company or a qualified subsidiary at all times between the date of grant and the date three months (one year in the case of disability) before exercise of the option. (Special rules apply in the case of the death of the option holder.)

If the holding period rules noted above are not satisfied, gain recognized on the disposition (a "disqualifying disposition") of the stock acquired upon the exercise of your Incentive Option (including pursuant to the Offer) will be characterized as ordinary income. Such gain will be equal to the difference between the exercise price and the value of the stock at the time of exercise. (Special rules may apply to disqualifying dispositions where the amount realized is less than the value at exercise.) Any excess of the amount realized upon such disposition over the value at exercise will generally be long-term or short-term capital gain depending on the holding period involved.

If the holding period rules noted above are satisfied, generally, any gain recognized on the sale of the stock will be treated as capital gain. However, the exercise of an Incentive Option (if the holding period rules described in this paragraph are satisfied) will give rise to income includable by you in your alternative minimum taxable income for purposes of the alternative minimum tax in an amount equal to the excess of the value of the stock acquired on the date of the exercise of the option over the exercise price.

The foregoing tax discussion is intended to be a general description of certain expected federal income tax results under current law. No attempt has been made to address any state and local, foreign or estate and gift tax consequences that may arise in connection with participation in the Plan. All affected individuals should consult their own advisors for any specific advice as to their own tax situation or if they wish any further details or have special questions.

Malaysian Tax Treatment

Summarised below are some of the Malaysian taxation implications of the courses of action described in this letter for participants resident or ordinarily resident in Malaysia for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject of taxation in any jurisdiction other than Malaysia, you should consult your own appropriate advisor before taking any action (if you are tax resident in the United States see the United States summary above).

ACCEPTANCE OF THE CASH CANCELLATION OFFER

If you accept the cash cancellation offer, the amount received in consideration of the cancellation of your option will be taxable as an employment sourced income and withholding tax and social security contributions would be applicable.

EXERCISE OF OPTION AND ACCEPTANCE OF THE OFFER

If you decide to exercise your option, you will be subject to taxation on the taxable benefit, if any at the time of exercise. The taxable benefit is the amount equal to the excess of the fair market value of the underlying shares on the date of grant over the exercise price.

The subsequent disposal of such shares will not attract Malaysian tax.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

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 the proposals set out in this letter 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 nor for giving advice in relation to the Offer and the proposals set out in this letter. Lehman Brothers, as dealer manager for the Offer, is making the Offer in the United States on behalf of Schlumberger Investments.

Credit Suisse First Boston and NM Rothschild & Sons Limited, each of which is regulated in the United Kingdom by The Securities and Futures Authority Limited, are acting exclusively for Sema plc and no one else in connection with the Offer and the proposals set out in this letter and will not be responsible to anyone other than Sema for providing the protections afforded to customers of Credit Suisse First Boston and NM Rothschild & Sons Limited, nor for giving advice in relation to the Offer and the proposals set out in this letter.

Lehman Brothers, Morgan Stanley Dean Witter, Schroder Salomon Smith Barney, Credit Suisse First Boston and NM Rothschild & Sons Limited have each given and not withdrawn their written consent to the issue of this letter with the references to their names in the form and context in which they appear.

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 letter, forms of elections and related documents are not being, and must not be, mailed or otherwise distributed or sent in or into Australia, Canada or Japan.

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E14 9SH

Sema plc
233 High
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London
WC1V 7DJ

Registered in England
No. 04157867

Registered in
England
No. 1240677

23 April 2001

To: Participants in the Priority Call Management, Inc. Amended and Restated 1993 Stock Option Plan (the PCM ISO Plan)

Dear Participant

RECOMMENDED CASH OFFER BY SCHLUMBERGER INVESTMENTS FOR SEMA

1. Introduction

You will be aware of the Offer (the Offer) made by Lehman Brothers on behalf of Schlumberger Investments for Sema plc (Sema).

(i)Options now exercisable

Schlumberger Investments announced on 6 April 2001 that the Offer was unconditional in all respects. All outstanding options to purchase Sema Shares (Sema Shares) under the PCM ISO Plan may now be exercised. This letter explains the choices open to you in respect of your option(s) under the PCM ISO Plan and the steps you should take to give effect to your choice.

Enclosed with this letter is a form of election (the Form of Election) which you should use to make your choice and which must be returned to your local HR representative or AST as appropriate by 5.00 p.m. on 14 May 2001.

You are advised to refer to the Offer Document, which contains the full terms and conditions of the Offer, when considering your choices. Words and expressions in this letter and the Form of Election have the same meaning as in the Offer Document unless stated otherwise. A copy of the Offer Document is available on the Sema Intranet site.

(ii)Out of the Money options

Your attention is drawn to the fact that some options may have been granted at exercise prices of a dollar value which is higher than the Offer Price of 560p per Sema Share. This will depend on the exchange rate at which your exercise monies are converted from US dollars into pounds sterling. Where the exercise price is higher than the Offer Price and you choose to exercise your option(s) and acquire Sema Shares and accept the Offer (or retain or sell in the market those Sema Shares or they are compulsorily acquired by Schlumberger Investments), you would receive less for those Sema Shares than you paid for them and you would suffer a loss.

(iii)Compulsory acquisition

Please note that Schlumberger Investments has today exercised its right to acquire compulsorily any minority shareholdings in Sema by giving notice pursuant to Section 429 of the UK Companies Act 1985.

2.Courses of Action

In summary, your choices are as follows:

1. To accept a cash payment in return for the cancellation of your option(s) (the Cash Cancellation Offer); or
2. To exercise your option(s) and either accept the Offer (the Exercise and Acceptance Proposal), sell your Sema Shares in the market, or retain your Sema Shares; or
3. To do nothing in which case your option(s) will remain exercisable until their normal expiry date unless you leave the employment of the Sema Group at an earlier date.

Choice 1 Cash Cancellation Offer

You may accept a cash payment in return for cancelling your option(s). This effectively gives you the gain you would have made if you had exercised your option(s) to subscribe for Sema Shares and accepted the Offer.

Under the Cash Cancellation Offer, you will be paid cash in return for your agreement to cancel your option(s). The amount of the cash cancellation payment will be the amount by which the Offer Price of 560p per Sema Share exceeds the exercise price for each Sema Share under your option(s).

Procedure to accept the Cash Cancellation Offer

If you wish to accept the Cash Cancellation Offer for your option(s), you should tick Box A of the Form of Election. You should then send the completed Form of Election to your local HR representative to be received by not later than 5.00 p.m. on 14 May 2001.

If you elected to accept the Cash Cancellation Offer for your option(s), then provided that you have properly completed and returned the Form of Election as instructed, you will be paid the cash cancellation payment to which you are entitled (subject to any withholding) with your pay for June (or during June 2001 if you are a weekly paid employee). This amount will be paid in US dollars, and will be calculated using the exchange rate obtainable on the spot market in London at approximately noon (London time) on 14 May 2001.

A summary of the tax treatment of United States tax resident and Malaysian tax resident option holders who choose the cash cancellation alternative is set out in the appendix to this letter. If you are tax resident in any jurisdiction other than the United States you should take independent advice on the consequences of your choice.

Choice 2 Exercise your option

Alternatively you may exercise your option(s) under the PCM ISO Plan to subscribe for Sema Shares.

You may then:

- (i) accept the Offer in relation to the Sema Shares you acquire; or
- (ii) retain all or any of such Sema Shares (although such Sema Shares will be compulsorily acquired by Schlumberger Investments on 4 June 2001); or
- (iii) sell your Sema Shares in the market. However, it may not be possible to sell at the Offer Price of 560p and you will incur dealing costs in respect of such sale. It is also expected that Sema Shares will have their listing on the London Stock Exchange cancelled on 9 May 2001 and on Nasdaq in the near future.

If you exercise your option(s) and accept the Offer using the enclosed Form of Election, you will be entitled to receive in accordance with the terms set out in the Offer Document:

for each Sema Share 560p in cash

If you accept the Offer in respect of the Sema Shares acquired on exercise of your option(s), instead of receiving cash consideration in pounds sterling, you may elect to receive it in US dollars. If you make such an election, the cash to which you would otherwise be entitled under 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. You can only elect to receive US dollars in respect of all your Sema Shares acquired on exercise of your option(s) (you cannot elect to receive both pounds sterling and US dollars).

Procedure to exercise your option and accept the Offer

If you wish to exercise your option(s), other than any out of the money option(s) and accept the Offer in respect of the Sema Shares you acquire on exercise, you should tick Box B on the Form of Election. You will need to fund the exercise price of your option(s). The Form of Election must be accompanied by a cheque for the relevant exercise price in US dollars made payable to Sema plc.

You should then send your completed Form of Election together with your cheque payable to Sema plc to Karen Jagram, AST, 250 Broadway, 14th Floor, New York, NY10007, USA so as to be received no later than 5.00 p.m. on 14 May 2001.

If you have properly completed and returned the Form of Election as instructed above you will be posted a cheque for the amount due to you (after any withholding) within 14 days of Computershare Trust Company of New York (Schlumberger Investments' forwarding agent in respect of the Offer) receiving your completed Form of Election.

Procedure to exercise your option(s) but not accept the Offer

If you wish to exercise your option(s) but you do not wish to accept the Offer, do not complete the Form of Election. You should contact your local HR representative who will supply you with the necessary form.

The exercise of your option(s) under the PCM ISO Plan will have tax consequences for you. If you are United States tax resident, please read the Appendix (United States Tax Treatment) to this letter and the United States federal income taxation section set out in paragraph 14 of Appendix IV of the Offer Document carefully before deciding what course of action to take. If you are tax resident in any other jurisdiction than the United States you should take independent advice on the tax consequences of your choice.

Take no action

If you take no action, your option(s) will remain exercisable in the normal way and will lapse in due course under the terms of the PCM ISO Plan.

3.General

If you are already in a special exercise period which is unconnected with the Offer (for example, because you have already left the employment of the Sema Group and have an existing right to exercise your option(s)), you can only exercise your option(s) during that special period or any shorter period which arises under the rules of the PCM ISO Plan as a result of the Offer. Nothing in this letter serves to extend the life of an option which lapses (or has already lapsed) under the rules of the PCM ISO Plan.

4.Responsibility

The directors of Schlumberger Investments, whose names are set out in Schedule IVA to Appendix IV of the Offer Document, accept responsibility for the information contained in this letter other than that relating to the Sema Group, the directors of Sema and 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 letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The members of the Sema Advisory Committee* accept responsibility for the information contained in this letter relating to the Sema Group, the directors of Sema and their immediate families, related trusts and controlled companies. To the best of the knowledge and belief of the Sema Advisory Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

5.Recommendation

The Sema Advisory Committee, which has been so advised by Credit Suisse First Boston and NM Rothschild & Sons Limited, consider the proposals to option holders under the PCM ISO Plan set out in this letter to be fair and reasonable. In providing advice to the Sema Advisory Committee, Credit Suisse First Boston and NM Rothschild & Sons Limited have taken into account the Sema Advisory Committee's commercial assessments. The Sema Advisory Committee recommend that option holders with "in the money" options accept either the Exercise and Acceptance Proposal or the Cash Cancellation Offer according to their individual circumstances and that option holders with "out of the money" options do not choose to exercise their option(s) and in doing so, allow them to lapse.

6.Further Assistance

The decision as to which course of action to take is a matter for you. You should bear in mind, in particular, the time limits and tax position explained in this letter.

If you are in any doubt about which course of action to choose, you are strongly advised to seek your own independent financial advice immediately.

If you are unclear as to the meaning of any part of this letter you should contact your local HR representative.

Yours faithfully

For and on behalf of
Schlumberger Investments

/s/ Jean-Dominique Percevault

Jean-Dominique Percevault
Director

For and on behalf of
Sema plc

/s/ Sir Julian Oswald

Sir Julian Oswald
Chairman

*"Sema Advisory Committee" means a committee of the Sema Board consisting of Sir Julian Oswald, Pierre Bonelli and Harry Fryer, which has been charged with responsibility for considering and approving the proposals, the full Sema Board being in a transitional period following the Offer becoming unconditional.

APPENDIX

United States Tax Treatment

Summarised below are some of the United States taxation implications of the courses of action described in this letter for participants resident or ordinarily resident in the United States of America for tax purposes. This appendix is for guidance only. The precise implications for you will depend on your particular circumstances and, if you are in any doubt as to your taxation position or you are subject to taxation in any jurisdiction other than the United States, you should consult your own appropriate professional adviser before taking any action.

You should also refer to paragraph 14 of Appendix IV of the Offer Document for additional information on United States federal income taxation relating to the Offer.

ACCEPTANCE OF THE CASH CANCELLATION OFFER

If you accept the cash cancellation offer, any amount received in consideration of the cancellation of your option will be taxed as ordinary income and be subject to applicable withholding of taxes (federal, state and local income taxes, FICA, etc.).

EXERCISE OF OPTION AND ACCEPTANCE OF THE OFFER

Non-statutory Options. Generally, you will recognize ordinary income when you exercise your Non-statutory Option in an amount equal to the excess of the fair market value of the underlying stock on the date of exercise over the exercise price. Gain or loss on your subsequent sale or other disposition of the stock acquired upon the exercise of your Non-statutory Option (including pursuant to the Offer) will be measured by the difference between the amount realized on the disposition and the tax basis of such stock, and will generally be long-term or short-term capital gain or loss depending on how long you have held the stock. The tax basis of the stock acquired upon the exercise of any Non-statutory Option will be equal to the sum of the exercise price of such Non-statutory Option and the amount included in income with respect to such option.

Incentive Options. In general, you are not subject to any taxation upon the exercise of an Incentive Option. To receive special tax treatment as an Incentive Option under the Internal Revenue Code as to stock acquired upon exercise of an Incentive Option, you must neither dispose of such stock within two years after the Incentive Option is granted nor within one year after the transfer of the stock to you pursuant to exercise of such option. In addition, you must remain employed by the company or a qualified subsidiary at all times between the date of grant and the date three months (one year in the case of disability) before exercise of the option. (Special rules apply in the case of the death of the option holder.)

If the holding period rules noted above are not satisfied, gain recognized on the disposition (a "disqualifying disposition") of the stock acquired upon the exercise of your Incentive Option (including pursuant to the Offer) will be characterized as ordinary income. Such gain will be equal to the difference between the exercise price and the value of the stock at the time of exercise. (Special rules may apply to disqualifying dispositions where the amount realized is less than the value at exercise.) Any excess of the amount realized upon such disposition over the value at exercise will generally be long-term or short-term capital gain depending on the holding period involved.

If the holding period rules noted above are satisfied, generally, any gain recognized on the sale of the stock will be treated as capital gain. However, the exercise of an Incentive Option (if the holding period rules described in this paragraph are satisfied) will give rise to income includable by you in your alternative minimum taxable income for purposes of the alternative minimum tax in an amount equal to the excess of the value of the stock acquired on the date of the exercise of the option over the exercise price.

The foregoing tax discussion is intended to be a general description of certain expected federal income tax results under current law. No attempt has been made to address any state and local, foreign or estate and gift tax consequences that may arise in connection with participation in the Plan. All affected individuals should consult their own advisors for any specific advice as to their own tax situation or if they wish any further details or have special questions.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to UK tax resident holders of options granted before 15 October 1998 under the Sema Group plc 1994 Executive Share Option Scheme (the Executive Scheme).

Once completed this Form of Election should be returned to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 14 May 2001.

IF YOU WISH TO USE THE NATWEST FINANCE FACILITY, PLEASE COMPLETE THE FINANCE AND ACCEPTANCE FACILITIES FORM. DO NOT COMPLETE THIS FORM OF ELECTION.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR EACH OF YOUR OPTION(S)

Date of Grant	Exercise Price* per Sema Share	BOX A	BOX B
		Accept the Cash Cancellation Offer	Exercise my option and accept the Offer
27 April 1994	99.54p+	[_____]	[_____]
5 March 1996	142.48p	[_____]	[_____]
5 March 1996	142.48p+	[_____]	[_____]
6 May 1997	306.875p+	[_____]	[_____]
14 October 1998	480p	[_____]	[_____]
14 October 1998	480p+	[_____]	[_____]

* options granted prior to 14 October 1998 were subject to an adjustment.
The exercise price set out above is the adjusted price.
+ indicates unapproved options.

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise my option(s) as indicated in respect of the Sema Shares available to me and to accept the Offer in respect of the Sema Shares I thereby acquire.

2. IF YOU TICKED BOX B, HOW DO YOU WANT TO PAY FOR THE EXERCISE OF YOUR OPTIONS?

(Complete Box C only if you ticked Box B in Part 1)

BOX C

I enclose a cheque payable to Sema plc for the full [_____]
exercise cost of the options.

(Tick Box C)

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA SHARES ACQUIRED ON EXERCISE OF YOUR OPTION(S), DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX D, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX D

Please put YES in Box D to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema Shares acquired on exercise of your option(s) in US dollars instead of pounds sterling. [_____]

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
- (b) warrant that each option in respect of which I have elected above is valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that any option certificate in respect of such option shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
- (c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
- (d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
- (f) accept that the option certificates issued in respect of the options granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
- (g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder: To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)

Name of option holder	Name of Witness
(print): _____	(print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: _____

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of a particular option you irrevocably:
 - (a) release that option over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum after deducting the appropriate amount of income tax through the payroll system.
4. By completing Box B in respect of a particular option you irrevocably:
 - (a) elect to exercise that option;
 - (b) accept the Offer in respect of the Sema Shares allotted to you on the exercise of that option;
 - (c) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a Form of Acceptance of the Offer, and a form of transfer in favour of the Offeror in respect of those Sema Shares, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (d) authorise Sema to procure the registration of the transfer of those Sema Shares and the delivery of a certificate in respect of those Sema Shares to Schlumberger Investments or as it may direct;
 - (e) authorise Sema or Schlumberger Investments or Computershare Services PLC, or any of their agents, to deduct from the cash consideration due to you under the Offer such amount as is necessary to repay any amounts due under the Financing Facility and/or to discharge any PAYE liability which arises as a result of the exercise of the option and account for the sum to the appropriate authorities; and
 - (f) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you (less PAYE) at the address you have shown on this Form of Election and at your risk.
5. By ticking Box C, you irrevocably warrant that any cheque for the amount due on exercise of that option will, when presented, be honoured on first presentation.
6. By completing Box D you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph 11 of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for PAYE) to which you are entitled from acceptance of the Offer in respect of the Sema Shares acquired on exercise of your option(s). I accept that any fluctuation in the US dollar / pound sterling exchange will be at my risk.
7. The Letter and Form of Election shall be governed by, and construed in accordance with, English law.
8. Accidental omission to despatch this document or the Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made shall not invalidate the proposals in any way.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to non-UK holders of options granted before 15 October 1998 under the Sema Group plc 1994 Executive Share Option Scheme (the Executive Scheme).

Once completed this Form of Election should be returned to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 14 May 2001.

IF YOU WISH TO USE THE NATWEST FINANCE FACILITY, PLEASE COMPLETE THE FINANCE AND ACCEPTANCE FACILITIES FORM. DO NOT COMPLETE THIS FORM OF ELECTION.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR EACH OF YOUR OPTION(S)

Date of Grant	Exercise Price* per Sema Share	BOX A	BOX B
		Accept the Cash Cancellation Offer	Exercise my option and accept the Offer
27 April 1994	99.54p+	[_____]	[_____]
5 March 1996	142.48p	[_____]	[_____]
5 March 1996	142.48p+	[_____]	[_____]
6 May 1997	306.875p+	[_____]	[_____]
14 October 1998	480p	[_____]	[_____]
14 October 1998	480p+	[_____]	[_____]

- * options granted prior to 14 October 1998 were subject to an adjustment.
The exercise price set out above is the adjusted price.
- + indicates unapproved options.

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise my option(s) as indicated in respect of the Sema Shares available to me and to accept the Offer in respect of the Sema Shares I thereby acquire.

2. IF YOU TICKED BOX B, HOW DO YOU WANT TO PAY FOR THE EXERCISE OF YOUR OPTION(S)?

(Complete Box C only if you ticked Box B in Part 1)

BOX C

I enclose a cheque for the full exercise cost of the option(s) in pounds sterling payable to Sema plc.

[_____]

(Tick Box C)

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA SHARES ACQUIRED ON EXERCISE OF YOUR OPTION(S), DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX D, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX D

Please put YES in Box D to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema Shares acquired on exercise of your option(s) in US dollars instead of pounds sterling. [_____]

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
(b) warrant that each option in respect of which I have elected above is valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that any option certificate in respect of such option shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
(c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
(d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
(e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
(f) accept that the option certificates issued in respect of the options granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
(g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder: To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)
Name of option holder Name of Witness
(print): (print):
Signature: Signature:
Date: Date:
Address: Address:

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of a particular option you irrevocably:
 - (a) release that option over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum net of any withholding or employee's social security charges through the payroll system.
4. By completing Box B in respect of a particular option you irrevocably:
 - (a) elect to exercise that option;
 - (b) accept the Offer in respect of the Sema Shares allotted to you on the exercise of that option;
 - (c) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a Form of Acceptance of the Offer, and a form of transfer in favour of the Offeror in respect of those Sema Shares, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (d) authorise Sema to procure the registration of the transfer of those Sema Shares and the delivery of a certificate in respect of those Sema Shares to Schlumberger Investments or as it may direct;
 - (e) authorise Sema or Schlumberger Investments or Computershare Services PLC, or any of their agents, to deduct from the cash consideration due to you under the Offer such amount as is necessary to discharge any tax or social security liability which arises as a result of the exercise of the option and account for the sum to the appropriate authorities; and
 - (f) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you and any tax at the address you have shown on this Form of Election and at your risk.
5. By ticking Box C, you irrevocably warrant that any cheque for the amount due on exercise of that option will, when presented, be honoured on first presentation.
6. By completing Box D you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph 11 of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for tax if applicable to which you are entitled from acceptance of the Offer in respect of the Sema Shares acquired on exercise of your option(s)). You accept that any fluctuation in the US dollar / pound sterling exchange will be at your risk.
7. The Letter and Form of Election shall be governed by, and construed in accordance with, English law.
8. Accidental omission to despatch this document or the Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made shall not invalidate the proposals in any way.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to Participants in the LHS Group Inc. Stock Incentive Plan 1996 and the LHS Group Inc. Amended and Restated Stock Incentive Plan (together the LHS Plans).

Once completed this Form of Election should be returned to your local HR representative if you have chosen cash cancellation, or to Karen Jagram, AST, 250 Broadway, 14th Floor, New York, NY 10007, USA if you have chosen to exercise your option(s) and accept the Offer. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 14 May 2001.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR YOUR OPTION(S)

BOX A	BOX B
Accept the Cash Cancellation Offer	Exercise my option(s) and accept the Offer

[] []

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer in respect of all my options on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise all my option(s) which have an exercise price of a dollar value on the date of exercise less than the Offer price of 560p in respect of the Sema Shares available to me and to accept the Offer in respect of the Sema Shares I thereby acquire.

2. IF YOU TICKED BOX B, HOW DO YOU WANT TO PAY FOR THE EXERCISE OF YOUR OPTIONS?

(Complete Box C only if you ticked Box B in Part 1)

BOX C

I enclose a cheque payable to Sema plc for the full exercise cost of the options.

[]

(Tick Box C)

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA SHARES ACQUIRED ON EXERCISE OF YOUR OPTION(S), DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX D, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX D

Please put YES in Box D to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema Shares acquired on exercise of your option(s) in US dollars instead of pounds sterling.

[]

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
- (b) warrant that each option in respect of which I have elected above is valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that any option certificate in respect of such option(s) shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
- (c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
- (d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and are irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
- (f) accept that the option certificate(s) issued in respect of the option(s) granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
- (g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder:	To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)
Name of option holder	Name of Witness
(print): _____	(print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: _____
_____	_____
_____	_____

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of your option(s) you irrevocably:
 - (a) release your option(s) over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum after deducting the appropriate amount of income tax through the payroll system.
4. By completing Box B in respect of your option(s) you irrevocably:
 - (a) elect to exercise your option(s) other than any out of the money options;
 - (b) accept the Offer in respect of the Sema Shares allotted to you on the exercise of your option(s);
 - (c) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a Form of Acceptance of the Offer, and a form of transfer in favour of Schlumberger Investments in respect of those Sema Shares, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (d) authorise Sema to procure the registration of the transfer of those Sema Shares and the delivery of a certificate in respect of those Sema Shares to Schlumberger Investments or as it may direct;
 - (e) authorise Sema or Schlumberger Investments or Computershare Services PLC, or any of their agents, to deduct from the cash consideration due to you under the Offer such amount as is necessary to discharge any PAYE liability which arises as a result of the exercise of the option and account for the sum to the appropriate authorities; and
 - (f) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you (less any applicable taxes) at the address you have shown on this Form of Election and at your risk.
5. By ticking Box C, you irrevocably warrant that any cheque for the amount due on exercise of your option(s) will, when presented, be honoured on first presentation.
6. By completing Box D you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph 11 of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for any applicable taxes) to which you are entitled from acceptance of the Offer in respect of the Sema Shares acquired on exercise of your option(s). You accept that any fluctuation in the US dollar / pound sterling exchange rate will be at your risk.
7. The Letter and the Form of Election shall be governed by, and construed in accordance with, English law.
8. Accidental omission to despatch this Form of Election or the Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made shall not invalidate the proposals in any way.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to Canadian holder of an option granted on 14 October 1998 under the Sema Group plc 1994 Senior Executive Share Option Scheme (the Executive Scheme).

Once completed this Form of Election should be returned to the Company Secretarial Department at Sema plc, 233 High Holborn, London WC1V 7DJ. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 14 May 2001.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. DO YOU ACCEPT THE CASH CANCELLATION OFFER?

Date of Grant	Exercise Price* per Sema Share	BOX A Accept the Cash Cancellation Offer
----- 14 October 1998	----- 480p	----- [_____]

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer on the terms set out in the Letter and this Form.

2. I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
- (b) warrant that each option in respect of which I have elected above is valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that any option certificate in respect of such option shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
- (c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
- (d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
- (f) accept that the option certificates issued in respect of the options granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
- (g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder: To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)

Name of option holder	Name of Witness
(print): _____	(print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: _____

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of a particular option you irrevocably:
 - (a) release that option over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum net of any withholding or employee's social security charges through the payroll system.
4. The Letter and the Form of Election shall be governed by, and construed in accordance with, English law.
5. Accidental omission to despatch this document or the Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made shall not invalidate the proposals in any way.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about 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 advisor authorised under the Financial Services Act 1986 or from another appropriate authorised independent financial adviser.

This Form of Election should be read in conjunction with the offer document addressed to the holders of Sema Shares dated 21 February 2001 (the Offer Document) and the letter from Schlumberger Investments and Sema plc (Sema) accompanying this Form (the Letter). The definitions used in the Offer Document and the Letter apply in this Form of Election save where the context otherwise requires.

FORM OF ELECTION

Proposals to Participants in the Priority Call Management Inc. Amended and Restated 1993 Stock Option Plan (the PCM ISO Plan)

Once completed this Form of Election should be returned to your local HR representative if you have chosen cash cancellation, or to Karen Jagram, AST, 250 Broadway, 14th Floor, New York, NY 10007, USA if you have chosen to exercise your option(s) and accept the Offer. In order for this Form of Election to be effective, it must be received no later than 5.00 p.m. on 14 May 2001.

To: Sema plc
Schlumberger Investments
Computershare Services PLC

1. WHICH OFFER DO YOU ELECT TO ACCEPT FOR YOUR OPTION(S)

BOX A	BOX B
Accept the Cash Cancellation Offer	Exercise my option(s) and accept the Offer

By ticking Box A, I irrevocably elect to accept the Cash Cancellation Offer in respect of all my option(s) on the terms set out in the Letter and this Form.

By ticking Box B, I irrevocably elect to exercise all my option(s) which have an exercise price of a dollar value on the date of exercise less than the Offer price of 560p in respect of the Sema Shares available to me and to accept the Offer in respect of the Sema Shares I thereby acquire.

2. IF YOU TICKED BOX B, HOW DO YOU WANT TO PAY FOR THE EXERCISE OF YOUR OPTIONS?

(Complete Box C only if you ticked Box B in Part 1)

BOX C

I enclose a cheque payable to Sema plc for the full exercise cost of the options.

(Tick Box C)

3. IF YOU TICKED BOX B IN RESPECT OF THE SEMA SHARES ACQUIRED ON EXERCISE OF YOUR OPTION(S), DO YOU WANT TO RECEIVE THE PROCEEDS FROM YOUR ACCEPTANCE OF THE OFFER IN US DOLLARS? (COMPLETE BOX D, BUT ONLY IF YOU TICKED BOX B IN PART 1.)

BOX D

Please put YES in Box D to receive all of the cash due to you (net of deductions for tax) from acceptance of the Offer in respect of your Sema Shares acquired on exercise of your option(s) in US dollars instead of pounds sterling.

4.I HEREBY:

- (a) confirm that the elections which I have made in this Form of Election are irrevocable;
- (b) warrant that the option(s) in respect of which I have elected above are valid and subsisting and free from all liens, charges and encumbrances of any nature whatsoever, and acknowledge that any option certificate in respect of such option(s) shall become void once the Sema Shares subject to that option have been acquired pursuant to my elections in this Form of Election;
- (c) irrevocably authorise any director or officer of Sema or Schlumberger Investments or any agent of such person as my attorney on my behalf to do all acts and things and to execute any document as may be necessary or desirable to give effect to the elections and acceptances I have made above, and I hereby undertake to execute any further assurances that may be required in connection with such elections and acceptances;
- (d) confirm that all powers of attorney and authorities on the terms conferred by this Form of Election are given by way of security for the performance of my obligations and are irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971;
- (e) undertake to confirm and ratify any action properly or lawfully taken on my behalf by any attorney appointed by or pursuant to this Form of Election;
- (f) accept that the option certificate(s) issued in respect of the option(s) granted to me in relation to which I have made elections and acceptances under this form are cancelled; and
- (g) confirm that I have read and agree to the Terms and Conditions attached to this Form of Election and that I have received the Offer Document and the Letter.

Executed as a deed by the option holder: To be completed by witness (the witness must be over 18 years of age and not the option holder's spouse)

Name of option holder	Name of Witness
(print): _____	(print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: _____

Your signature on this Form of Election must be witnessed because English law requires you to execute this Form of Election as a deed to give effect to certain instructions in the Form.

TERMS AND CONDITIONS

1. The delivery of this Form of Election duly signed may, if Schlumberger Investments determines it appropriate, be as effective as if it were duly completed and received notwithstanding that it is not completed or received strictly in accordance with the Form of Election, the instructions and these Terms and Conditions.
2. If you incorrectly place a tick against any option which you do not hold, that instruction will be ignored, but your remaining instructions may be actioned.
3. By completing Box A in respect of your option(s) you irrevocably:
 - (a) release your option(s) over Sema Shares; and
 - (b) accept the Cash Cancellation Offer on the terms set out in the Letter and authorise Schlumberger Investments to procure the payment to you of the appropriate sum net of any withholding or employee's social security charges through the payroll system.
4. By completing Box B in respect of your option(s) you irrevocably:
 - (a) elect to exercise your option(s), other than any out of the money options;
 - (b) accept the Offer in respect of the Sema Shares allotted to you on the exercise of your option(s);
 - (c) authorise each of Sema and Schlumberger Investments, jointly and severally, any director or officer of Sema and Schlumberger Investments, or any agent of such person as your attorney to execute on your behalf a Form of Acceptance of the Offer, and a form of transfer in favour of Schlumberger Investments in respect of those Sema Shares, and you are thereby deemed to give the various warranties, representations, agreements, undertakings and authorities set out in Parts A and B of Appendix I of the Offer Document;
 - (d) authorise Sema to procure the registration of the transfer of those Sema Shares and the delivery of a certificate in respect of those Sema Shares to Schlumberger Investments or as it may direct;
 - (e) authorise Sema or Schlumberger Investments or Computershare Services PLC, or any of their agents, to deduct from the cash consideration due to you under the Offer such amount as is necessary to discharge any tax or social security liability which arises as a result of the exercise of the option and account for the sum to the appropriate authorities; and
 - (f) authorise Schlumberger Investments or Computershare Services PLC to send to you or procure the sending to you of a cheque in respect of any cash due to you (less any applicable taxes) at the address you have shown on this Form of Election and at your risk.
5. By ticking Box C, you irrevocably warrant that any cheque for the amount due on exercise of your option(s) will, when presented, be honoured on first presentation.
6. By completing Box D you irrevocably elect to receive US dollars instead of pounds sterling on the terms set out in paragraph 11 of part B of Appendix 1 to the Offer Document in respect of all of the cash proceeds due to you (net of deductions for any applicable taxes) to which you are entitled from acceptance of the Offer in respect of the Sema Shares acquired on exercise of your option(s). You accept that any fluctuation in the US dollar / pound sterling exchange rate will be at your risk.
7. The Letter and the Form of Election shall be governed by, and construed in accordance with, English law.
8. Accidental omission to despatch this Form of Election or the Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made shall not invalidate the proposals in any way.