THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice from your stockbroker, bank manager, accountant or any other independent financial adviser authorised pursuant to the Financial Services and Markets Act 2000 if you are in the United Kingdom, or otherwise from an appropriately authorised independent financial adviser.

If you have sold or transferred all of your shares in Anglo American plc, you should send this document and the accompanying plan mandate form at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee.

Please note that the price and value of any investment and the income, if any, from them, can fluctuate and may fall against your interest. You may get back less than the amount invested. Past performance is not a guide to future performance.

You should not regard any of the information provided in this circular as a recommendation to buy shares or hold shares in Anglo American plc.

ANGLO AMERICAN

Dividend Reinvestment Plan

ANGLO AMERICAN

Dear Shareholder,

Dividend Reinvestment Plan

(the 'Plan')

I am pleased to inform you that Anglo American plc ('AA plc' or the 'Company') has a scheme whereby eligible shareholders are able to reinvest the cash dividends that they receive in purchasing additional ordinary shares of the Company. In terms of the Plan there is no issue of new shares to dilute the value of existing shares, as shares required for the operation of the Plan will be purchased in the market.

The Plan is administered by Equiniti Financial Services Limited ('Equiniti') in the United Kingdom and Link Market Services South Africa (Pty) Limited ('Link') in South Africa. Shareholders on the United Kingdom register wishing to receive shares under the Plan will be charged 1% of the value of the shares purchased to cover administration costs including stockbrokers' fees and stamp duty (or stamp duty reserve tax for CREST participants). South African shareholders will be charged a fee of 1% of the value of the shares purchased. Such fee will cover stockbrokers' fees, administration costs, uncertificated securities tax and the insider trading levy.

Participation in the Plan is entirely voluntary and you may leave the Plan at any time as described in the terms and conditions.

Shareholders in South Africa should note that in order to be eligible to participate in the Plan, they are required to hold their shares in electronic form, through a Central Securities Depository Participant ('CSDP').

Should you wish to participate in the Plan and receive shares instead of cash in respect of future dividends, you are required to complete and return the enclosed plan mandate form to Equiniti or, for those South African shareholders whose shares are held through a CSDP, to your CSDP, to be received **by no later than fifteen working days prior to the dividend payment date**.

If you have any queries on the Plan please contact Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA or by telephoning in the UK: 0870 609 2286 or from overseas: +44 121 415 7558 or Link Market Services South Africa (Pty) Limited, 11 Diagonal Street, Johannesburg 2001 or by telephoning +27 (0)11 630 0800.

If you do not wish to participate in the Plan and wish to continue to receive your dividends in cash you need not take any action.

Yours sincerely,

N Jordan
Company Secretary

Anglo American plc
Registered Office 20 Carlton House Terrace London SW1Y 5AN
(Incorporated and Registered in England and Wales Registered Number 3564138)

Introduction

Anglo American plc ('AA plc' or the 'Company') has introduced a Dividend Reinvestment Plan (the 'Plan') to give ordinary shareholders the opportunity to invest the cash dividends they receive on their AA plc ordinary shares of $54\frac{86}{91}$ US cents each in purchasing additional Shares through a special dealing arrangement.

The Plan will be administered in the United Kingdom by Equiniti Financial Services Limited ('Equiniti') and by transfer secretaries in South Africa, Link Market Services South Africa (Pty) Ltd ('Link') or any successor administrator(s) which may be appointed or to whom a Plan Administrator's rights and obligations may be assigned under these terms and conditions. Equiniti and Link are both referred to as the 'Plan Administrator' in relation to the respective Plans administered by them. **Accordingly, any enquiries about the Plan should be addressed as applicable to Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA or by telephoning +44 (0)870 609 2286 or to Link Market Services South Africa (Pty) Ltd, 11 Diagonal Street, Johannesburg 2001 or by telephoning +27 (0)11 630 0800.**

This document sets out the terms and conditions of the Plan. Therefore if you wish to participate in the Plan please retain it for future reference.

Equiniti is authorised and regulated by the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS (under reference 468631). The main business of Equiniti is investment and general insurance services. Its registered office in the UK is at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA (registered in England and Wales number 06208699).

When Equiniti or Link, as the case may be, have accepted your application to participate in the Plan, these terms and conditions and the plan mandate will constitute a binding contract between you and Equiniti or Link (as the case may be) under which they will:

- collect dividends paid on your Shares in the Plan;
- purchase additional Shares on your behalf using your dividends;
- send you a statement following the Share purchase showing full details of the purchase.

As regards Equiniti in particular, it will not assess the suitability of purchases made for you or other services provided under the Plan and you do not benefit from the rules of the Financial Services Authority of the United Kingdom on assessing suitability.

Definitions

'You, your' means the investor who has signed the plan mandate form or, if more than one person, the joint holders jointly and severally. It also includes your personal representatives.

'FSA' and 'FSA Rules' mean respectively, the Financial Services Authority of the United Kingdom (UK) and the rules made by the FSA, as amended from time to time.

'Shares' means ordinary shares $54\frac{86}{91}$ US cents each in the Company.

How the Plan will operate

Shares in AA plc will be purchased in the market (using all or part of an electing shareholder's cash dividend (after deducting costs)), on or as soon as reasonably practicable after the relevant dividend payment date.

For shareholders on the UK register, purchases will be made as follows:

- The Share purchases under the plan will be transmitted by Equiniti to one of its approved entities for execution. There are currently more than ten approved entities and all of them have been selected because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of order and the market conditions involved. In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing Share purchases, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.
- These approved entities will normally execute Share purchases on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous. Equiniti will monitor the performance of these entities and periodically review its internal arrangements and policies for dealing with Share purchases under the Plan with a view to achieving the best possible result for you. Further information about these internal arrangements and policies (including a full list of the approved entities) is available on request.
- Very occasionally, Equiniti may decide that, due to market conditions following a particular dividend, it is not able to purchase Shares for you under the Plan within a reasonable time. In such a case, the amount of the dividend may be forwarded to you in cash. Alternatively, if the entity used by it to make the purchase recommends that it be given more time to complete the order, Equiniti may allow this.

For shareholders registered on the South African Branch Register, purchases will be made in rand on the JSE Securities Exchange, South Africa ('JSE').

Purchases of Shares on your behalf may be aggregated with purchases of Shares on behalf of other participants in the Plan, which may work to your disadvantage in relation to a particular order, compared with the price you would have paid if your purchase had been made separately. The purchases will be made on an 'execution only' basis and shareholders may not specify a minimum or maximum price at which the Shares will be purchased.

It may be necessary to carry out several market transactions, if need be, on different days in order to acquire the Shares. If Shares are purchased at different prices, an average price will be calculated to ensure all shareholders pay the same price in sterling or rand, as the case may be, which may operate to a shareholder's advantage or disadvantage. You should be aware that the price and value of any investment and the income, if any, from them, can fluctuate and may fall against an investor's interest. An investor may get back less than the amount invested. Past performance is not a guide to future performance and if you are in doubt about the suitability of this investment you should contact an independent financial adviser.

Those shareholders on the UK register who elect to join the Plan will (regardless of any election to receive US dollars or euros) receive all future dividends in pounds sterling until such time as written notice of withdrawal from the Plan is received by the Plan Administrators in accordance with the terms and conditions of the Plan.

Shareholders will receive the maximum whole number of Shares which can be bought with their cash dividend (after deducting costs), with any surplus cash being carried forward and added to future dividends for reinvestment under the Plan. However, the surplus cash entitlements of South African shareholders whose Shares are held in CSDP accounts will be remitted to the respective CSDP. **Such shareholders should note that Link will not record a mandate and that their respective CSDP will be required to advise Link of shareholders' elections at each dividend.**

The Plan costs

Shareholders on the United Kingdom register wishing to receive Shares under the Plan will be charged 1% of the value of the Shares purchased to cover administration costs including stockbrokers' fees and stamp duty (or stamp duty reserve tax for CREST participants). In addition to these charges, Equiniti receives fees from the company sponsoring the service. The Company sponsors this service so that shareholders can benefit from the reduced charges available for bulk purchases, resulting from a number of shareholders' purchase instructions being dealt together. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the scheme and Equiniti's overall relationship with the Company. More information about these fees is available on request.

South African shareholders will be charged a fee of 1% of the value of the Shares purchased. Such fee will cover stockbrokers' fees, administration costs, uncertificated securities tax and the insider trading levy. These costs will be deducted automatically from the cash dividend to be reinvested under the Plan. If a shareholder's dividend less these costs is insufficient to purchase one Share, no costs will be charged and the dividend will be carried forward and added to the next dividend for investing in Shares.

Eligibility to join the Plan

To be eligible to join the Plan, shareholders need to be on AA plc's Register of Members (including those in CREST) on the Record Date for payment of dividends or, in the case of shareholders in South Africa they must hold, as at the Record Date for the payment of dividends, their Shares via a CSDP in terms of the STRATE system. Such South African shareholders who wish to join should complete the blue plan mandate form and return it to their CSDP.

Persons holding depository receipts representing Shares should contact the issuer of the depository receipts to determine whether and how they can participate. Persons holding depository receipts should not therefore contact the Company or the Plan Administrators.

Shareholders may not join the Plan if:

(a) they are resident in Canada, Australia, France or Japan; or

(b) they are subject to regulations of overseas jurisdictions which do not permit them to participate in the Plan or where their participation in the Plan may, in the absolute discretion of the Company, require the Company to comply with governmental or regulatory procedures or any similar formalities.

Shareholders are responsible for ensuring that they comply with any regulations of countries relating to their participation in the Plan. Where local regulations prohibit participation in the Plan, this documentation should be regarded as for information only.

South African resident shareholders – STRATE

All dealings and settlements on the JSE are effected in electronic form through the STRATE system. Those shareholders who wish to participate in the Plan but who hold their Shares in certificated form will need to appoint a CSDP. Shares acquired by participants in terms of the Plan will be credited to their respective accounts with their appointed CSDP.

Shareholders registered on the South African branch register currently holding AA plc Share certificates can contact Link for information on how to dematerialise their shareholdings and become eligible to join the Plan.

Treatment of surplus cash after Shares have been bought

As only whole Shares are bought under the Plan, there will usually be a cash surplus remaining that is insufficient to buy another whole Share. Any cash surplus (or where there is insufficient money to purchase one Share) will be held by the Plan Administrator in a non-interest bearing account and added to the amount of the next dividend for reinvestment under the terms of the Plan. However, the surplus cash entitlements of South African shareholders whose Shares are held in CSDP accounts will be remitted to their respective CSDP. Such shareholders should note that a mandate will not be recorded by Link and that their CSDP will be responsible for advising Link of shareholders' elections at each dividend.

In the UK, all cash surpluses will be held by Equiniti as client money under the FSA Rules and as follows:

- It will deposit the cash in the UK with an authorised bank.
- The bank will hold the cash on Equiniti's behalf in a trust account separate to any account used to hold money belonging to Equiniti in its own right.
- It will not, however, be responsible for any acts or omissions of the bank.
- If the bank becomes insolvent, Equiniti will have a claim on behalf of its clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.
- Equiniti will keep any interest earned or any equivalent fee that the bank in question pays it.

- If Equiniti is holding cash, whether client money or not, it may withdraw the cash and apply it towards paying any fees, charges and other sums owed.

In South Africa the Plan Administrator is required to keep shareholder monies in a client account and is responsible for all purchase monies in its possession. In South Africa surplus monies for shareholders with CSDP accounts will be returned to the respective CSDP to manage in terms of their custody mandate agreement.

Accordingly AA plc has no responsibility for such monies held either by the Plan Administrators or a CSDP.

In the following circumstances any cash surplus of £1 or more (or R10 or more) held by the Plan Administrator in a non interest bearing account will be paid out without interest:

- if the Plan is terminated or suspended by AA plc;
- if a shareholder withdraws from the Plan (see below);
- if a Plan participant sells or transfers his/her entire holding of Shares;
- if the Plan Administrator receives proper notice of a shareholder's bankruptcy or mental incapacity;
- if the Plan Administrator receives proper notice of a corporate shareholder being placed into liquidation; or
- if the Plan Administrator receives formal advice of a shareholder's death (in which case surplus cash will be returned to the deceased's estate).

Any cash surplus of less than £1 (or R10) will be donated to a registered charity of AA plc's choice if any of the events described above occur.

Future dividends

It is envisaged that the Plan will continue to operate for the foreseeable future. However, AA plc reserves the right to suspend or terminate the Plan at any time and if that happens notice will be given if practicable to participants under the Plan and to CSDPs. Termination of the Plan will not affect the completion of transactions already initiated. Except as provided below, AA plc and the Plan Administrator may amend the Plan without notice where the amendment is required or desirable by reason of a statutory or regulatory provision, and will inform the participants and CSDPs in writing of any such amendment as soon as practicable. In any other case, AA plc and the Plan Administrator may amend the Plan by giving thirty days written notice to participants and CSDPs. Such amendments may include revision of the costs and charges associated with the Plan.

In relation to UK shareholders, such revisions made to these terms and conditions shall be limited to those required to:

- comply with legal, tax or regulatory requirements
- correct errors, omissions, inaccuracies or ambiguities
- take account of any corporate reorganisations within the Plan Administrator's group of companies
- reflect a change in market conditions or the overall cost of providing the Plan to customers
- reflect a change in technology to cover a development or change in the Plan or in the facilities provided
- reflect developments in market practices
- reflect the terms and conditions on which a new provider offers a similar plan or the computer systems it will use to provide the Plan, if Equiniti has transferred its rights and obligations under these terms and conditions to such a new provider
- reflect any other valid reason.

If Equiniti intends to change the terms and conditions, and the alteration is material, you will be given at least 30 days' written notice of the alteration, unless it is impracticable to do so.

AA plc is not obliged to make the Plan available for any particular dividend.

Joining the Plan

To join the Plan, the blue plan mandate form enclosed with this brochure must be completed, signed, dated and returned to Equiniti in the UK or to shareholders' CSDPs in South Africa. To be effective, Equiniti or the CSDP must receive the completed plan mandate form at least fifteen working days prior to the dividend payment date. Applications received thereafter will only be effective for future dividends. Shareholders in South Africa who hold their Shares via a CSDP should consult their CSDPs should they wish to record a mandate for future dividends. It is the CSDP's responsibility to advise Link of shareholders' elections at each dividend.

Once a registered shareholder has elected to participate in the Plan, all future dividends will be reinvested under the Plan until either the shareholder sells his holding, withdraws from the Plan (see below) or the Plan is suspended or terminated. Mandates in respect of those shareholders who have instructed that their dividends be credited to their bank or building society account will be suspended whilst the Plan is in operation.

Shareholders who do not wish to participate in the Plan

Those shareholders who wish to continue to receive a cash dividend and do not want to join the Plan need take no action.

Withdrawal from the Plan

Participants can withdraw from the Plan at any time by writing to the Plan Administrator in the UK or, for South African shareholders who hold their Shares through a CSDP, by instructing their CSDP. Written notice must be received no later than fifteen working days before the relevant dividend payment date if you do not wish to be included in the Plan for that dividend. A sale of part of a shareholding or acquisition of future Shares by a registered shareholder will result in continued participation in the Plan in respect of the new holding unless the Plan Administrator is notified otherwise.

A request to the Plan Administrator for surplus cash to be returned will be treated as a notice of withdrawal from the Plan. If the Plan Administrator receives proper notice of a shareholder's death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, liquidation) participation in the Plan will cease unless the Shares are held jointly with others, in which case participation in the Plan will continue for the remaining shareholders.

Cancellation of the Plan

If you are joining the Plan for the first time and are an individual shareholder on the UK register who is acting for purposes outside your trade business or profession, you have a statutory right to cancel the Plan within fourteen days of the receipt by Equiniti of your completed plan mandate by giving notice to Equiniti in writing. The notice must state that you want to exercise your statutory cancellation right. Cancellation will not affect the completion of transactions already initiated.

Partial reinvestment of dividends

Shareholders may only participate in the Plan in respect of all Shares they hold. However, the Plan Administrator may, at its discretion, allow a nominee shareholder to participate in respect of part of a shareholding where that nominee shareholder is acting for more than one beneficial owner. Applications for partial reinvestment must be received in writing by the Plan Administrator no later than fifteen working days prior to the relevant dividend date and must be renewed for each subsequent dividend. The cash dividend will be paid out on the balance of the Shares not included in the Plan.

Documentation

All documents referred to below will be sent by post at the shareholder's risk within fifteen working days of the dividend payment date or as otherwise explained below. Neither AA plc nor the Plan Administrators shall be liable for any accidental failure to send or receive any document. All notices shall be sent to the sole or first named shareholder at their address on the share register.

Shareholders on the United Kingdom register

Participants in the Plan will be sent a share purchase advice giving details of the transaction including the price and number of Shares purchased, a tax voucher and a share certificate or, for CREST participants, a CREST notification. This will be sent no later than the first working day after Equiniti receives written confirmation that the purchase has been made.

South African shareholders

Participants in the Plan in South Africa who hold their Shares via a CSDP will be sent a statement by the CSDP advising how many Shares have been purchased.

United Kingdom taxation

The comments set out below are based on existing United Kingdom law and what is understood to be current HM Revenue & Customs. They are intended as a general guide only and apply only to holders of the Shares resident for tax purposes in the United Kingdom, who hold the Shares as an investment and who are the absolute beneficial owners thereof. Certain categories of shareholders may be subject to special rules and this summary does not apply to such shareholders. Shareholders who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.

Dividend reinvestment

Participating shareholders will be liable to tax on dividends reinvested under the Plan as if they had received a cash dividend and arranged the purchase of the additional Shares themselves.

Taxation of dividends

An individual shareholder who is United Kingdom tax resident and who receives a dividend from AA plc will be entitled to a tax credit which such shareholder may set off against his total income tax liability on the dividend. The tax credit will be equal to 10 per cent. of the aggregate of the dividend and the tax credit (the 'gross dividend'). A United Kingdom tax resident individual shareholder who is liable to income tax at the starting or basic rate will be subject to tax on the dividend at the rate of 10 per cent. of the gross dividend, so that the tax credit will satisfy in full such shareholder's liability to income tax on the dividend. In the case of a United Kingdom resident individual shareholder who is liable to income tax at the higher rate, the tax credit will be set off against but not fully match his tax liability on the gross dividend and he will have to account for additional tax equal to 22.5 per cent. of the gross dividend to the extent that the gross dividend, when treated as the top slice of his income, falls above the threshold for higher rate income tax. United Kingdom resident taxpayers who are not liable to United Kingdom tax on dividends, including pension funds and charities, will not be entitled to claim repayment of the tax credit attaching to dividends paid by AA plc.

United Kingdom resident corporate shareholders will generally not be subject to corporation tax on dividends paid by AA plc. Such shareholders will not be able to claim repayment of tax credits attaching to dividends.

Taxation of capital gains

United Kingdom resident shareholders may, depending on their circumstances, be liable to United Kingdom taxation on chargeable gains in respect of gains arising from a sale or other disposal of the Shares.

The actual cost of the acquisition of the Shares (including dealing fee and stamp duty or stamp duty reserve tax) will form the base cost for taxation of chargeable gains purposes for the Shares purchased under the Plan when calculating the chargeable gain or allowable loss arising on their disposal.

Stamp duty and stamp duty reserve tax

The purchase of the Shares under the Plan will be subject to United Kingdom stamp duty at a rate of 0.5 per cent. of the consideration given for the transfer which will be included within the 1% fee payable by participants as referred to above. Where the purchase of the Shares under the Plan is by way of paperless transfer within the CREST system, such purchase will be liable to stamp duty reserve tax, rather than stamp duty, at the rate of 0.5 per cent. of the amount of the consideration payable.

Other tax jurisdictions

South African taxation

The comments set out below are based on existing South African tax law. They are intended as a general guide only and apply only to holders of the Shares who are resident for tax purposes in South Africa and who are the absolute beneficial owners thereof. Certain categories of shareholders may be subject to special rules and this summary does not apply to such shareholders.

Taxation of dividends received

The reinvestment of the dividend by the shareholder does not alter the tax consequences described below. A South African resident shareholder is unlikely to be subject to South African income tax on any dividend from AA plc under current legislation, as a shareholder who is registered on the South African Branch Register is not subject to such tax on any dividend from AA plc.

This is because such dividends are paid from South African reserves in terms of AA plc's dividend access share arrangements, and such dividends do not fall within the definition of a foreign dividend in section 1 of the South African Income Tax Act, 1962 ('the Income Tax Act'). In addition, if the shareholder is registered on the Principal Register, an exemption from South African income tax on any dividend from AA plc applies under section 10 (1) (k) (ii) (bb) of the Income Tax Act.

Companies subject to South African secondary tax on companies will obtain a 'credit' in respect of this tax for dividend income from AA plc if the Companies are registered as shareholders on AA plc's South African Branch Register.

Taxation of gains arising on disposing of the Shares

Shareholders will be liable to either capital gains tax or income tax on any gains made on disposal of the Shares purchased under the Plan depending on their individual status (determined primarily by the intention with which they acquired their Shares), the length of time they held the Shares coupled with whether or not they have made or can make Safe Haven Elections. The tax treatment is no different had the Shareholders acquired the Shares themselves, through a broker.

Section 9B of the South African Income Tax Act, 1962 allows taxpayers to elect that the proceeds on the disposal of shares in listed companies be deemed to be of a capital nature, provided the shares in question are held for a continuous period of five years or more (the 'Safe Haven Election'). If a taxpayer has previously made such election with respect to any such listed shares held by him, that prior election automatically binds him in respect of the future disposal of listed shares.

Accordingly if a shareholder has made, or can make a Safe Haven Election and has held his Shares for at least five years, any gain arising will be deemed to be of a capital nature and will be subject to capital gains tax as opposed to income tax.

If a shareholder has (i) made a Safe Haven Election but the Shares have been continuously held for less than five years, or (ii) has not made a Safe Haven Election, then the treatment of any gain arising on the disposal of the Shares will be determined by reference to the individual circumstances of the taxpayer, and depending on the circumstances may be subject to income tax or capital gains tax.

The actual cost of the acquisition of the Shares (including the dealing fee and the uncertificated securities tax) will form the base cost for capital gains tax or tax cost for income tax purposes for the Shares purchased under the Plan when calculating the gain or loss arising on their disposal.

Uncertificated securities tax

The purchase of the Shares under the Plan will be subject to uncertificated securities tax at a rate of 0.25 per cent. of the consideration given for the transfer which will be included within the 1% fee payable by participants as referred to above.

If participants are in any doubt about their tax position, they should consult an independent financial adviser. Tax legislation can change from time to time.

Purchase of shares

Instructions to purchase Shares under the Plan will be placed with (in the UK) approved entities as explained above, and (in South Africa) UBS South Africa (Pty) Limited or any other broker (the 'Broker') that may be appointed by the Plan Administrator. UBS South Africa (Pty) Limited is a member of, and is regulated by, the JSE.

Other matters

The South African Plan Administrator and its agents (including a Broker) may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to participants under the Plan. The Plan Administrator will not be able to consult you about this but will try to ensure that the terms of any transaction are as favourable to you as those carried out with a third party at arm's length.

Equiniti's policy on conflicts of interest is as follows:

- Equiniti has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FSA Rules, which sets out how it must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in its day to day business activities: for example, where one of its clients could make a gain at the direct expense of another client, or it might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of its clients.
- Depending on the exact nature of the conflict of interest involved, it may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then it will disclose the general nature and/or source of those conflicts of interest to you prior to it undertaking the relevant business.
- You'll find full details of Equiniti's Conflicts Policy on its website at www.shareview.co.uk, or you're welcome to contact Equiniti and ask it for a printed copy.
- At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the above.
- Nothing in these terms and conditions will prevent Equiniti carrying out services for others.

The Plan Administrators are authorised to disclose any information regarding shareholders and their participation in the Plan to any relevant authority, or as required by such authority, whether by compulsion of law or not. The Plan Administrators will not be liable for any disclosure made in good faith provided that the Plan Administrators believe that such disclosure has been made in accordance with the foregoing requirements.

The Plan Administrators are not obliged to pay interest on cash balances or any money held by them pending settlement of Share purchases, and may retain for their own benefit any interest earned on such amounts or any equivalent fee that the bank in question pays them. AA plc and/or the Plan Administrators reserve the right to decline an application to participate in the Plan or an instruction to deal.

Information in this circular should not be taken as a recommendation to purchase or hold AA plc Shares.

None of AA plc, the Plan Administrators or the Broker will advise shareholders as to the merits of any purchase and, except as stated below, no party to the operation of the Plan will be responsible for any loss arising from the operation of the Plan, or the price at which Shares were purchased, the timing of any purchase or any decision not to make purchases.

In accepting these terms and conditions you agree that Equiniti may transfer its obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all of Equiniti's duties and obligations under this agreement. If it does so, you agree that Equiniti will be released from all those duties and obligations that such company has undertaken to carry out. It shall satisfy itself that any such company is competent to carry out those functions and duties transferred, and that it is authorised to do so by the FSA, if such authorisation is required. As part of Equiniti transferring its rights and obligations to a third party, it may transfer all of the cash, investments and information it holds under these terms and conditions to the third party or its nominee. Remember, however, that you have a right to end this agreement at any time by following the procedure set out in these terms and conditions. No charge is payable by you when you terminate.

Classification of UK participants

For regulatory purposes, as a UK participant, you will be classified as a retail client. If, however, you would otherwise be an eligible counterparty or professional client, you may not necessarily have the rights of a retail client in relation to the Financial Ombudsman Service or the Financial Services Compensation Scheme.

Complaints and compensation

The Plan Administrators have procedures to help resolve all complaints from customers effectively, a copy of which can be provided on request.

If you are a shareholder on the UK register and you have any complaints about the service provided by Equiniti under these terms and conditions you may complain to Equiniti or to the Financial Ombudsman Service. Your first point of contact should be the following address: Service Quality Team, Equiniti, PO Box 4608, Worthing, West Sussex BN99 6DA.

Complaints that cannot be settled by Equiniti may be referred to the Financial Ombudsman Service where you are eligible. Full details of how Equiniti deals with complaints is available in its brochure 'How to voice your concerns' which it will send you when it acknowledges your complaint. Equiniti is a member of the Financial Services Compensation Scheme (the 'Scheme') established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the Scheme if Equiniti cannot meet its obligations. This depends on the type of business and the circumstances of the claim. The Scheme covers for example Corporate Sponsored Nominees, Individual Savings Accounts and Sharedealing. Most types of claims for FSA regulated business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. A leaflet with further details is available on request from the Scheme. Call the Scheme's Helpline on 0207 7892 7300, log on to the Scheme's website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN. **The Scheme is only available to shareholders on the UK register.**

Third party rights

This agreement is for the benefit of the contracting parties only and will not confer any benefit on, or be enforceable by, a third party.

Governing law and jurisdiction

These terms and conditions insofar as they apply to shareholders on the UK register are governed by English law and any proceedings between (1) shareholders on the UK register and (2) Equiniti or AA plc, relating to this Agreement will be subject to the jurisdiction of the courts of England and Wales.

Insofar as these terms and conditions apply to shareholders on the South African register, they are governed by South African law and any proceedings between (1) shareholders on the South African register and (2) Link or AA plc, relating to this Agreement will be subject to the jurisdiction of the South African courts.

Communications

Any contract made between you and the Plan Administrator pursuant to these terms and conditions will be in the English language and communications from the Plan Administrator will be in English. You should address all notices and other documents to the Plan Administrator at the following addresses:

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

Link Market Services South Africa (Pty) Ltd, 11 Diagonal Street, Johannesburg 2001

Neither Equiniti nor Link will treat any communication as received or as effective until it has actually been received at the applicable address as set out above. You must give instructions in writing. Both Equiniti and Link may agree to accept instructions by facsimile transmissions, by electronic means or orally. In that case you may be required to confirm your instructions in writing before they are acted upon.

All statements, notices and other documents will be sent to you by post to the sole or first named joint holder and all documents despatched to you are sent at your own risk. If the sole or first-named joint holder has given Equiniti an email address:

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

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

Data Protection Act 1998 (the Act) (shareholders on the UK register only)

You agree that Equiniti may keep the personal details that you or others give it during your relationship with it on an Equiniti database. These details may include:

- information that you or your agents provide on plan mandate forms, in letters, via electronic messages or over the phone
- what it knows from providing you with this Dividend Reinvestment Plan and analysing the transactions you carry out
- information that comes to Equiniti from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges
- information it receives from its client companies or their agents.

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

- assess your application to participate in this service
- provide you with services
- identify other products and services that might be suitable for you
- keep its records about you up to date
- check your identity
- prevent and detect fraud and/or money laundering
- recover debts, and
- carry out research and statistical analysis about its services and how it might improve them. Sometimes it may use an outside market research agency to do this, in which case it undertakes to ensure that they appropriately protect any personal customer data shared with them.

Unless you tell Equiniti not to, it may share your information within the group of companies of which it is a member ('Group') and it or other Group companies may write to you about:

- Group products and services it believes may interest you. Its Group includes all companies with the Equiniti name and associated companies, and/or
- selected products and services from third party businesses it knows and trusts.

If you prefer not to receive this kind of information, simply let Equiniti know by visiting www.shareview.co.uk/clients/optout or calling 0870 607 0636.

Under the Data Protection Act 1998 you are entitled to a copy of the information Equiniti holds about you on request, on payment of a fee. If you think any information Equiniti holds about you is inaccurate, don't hesitate to let it know so that it can be corrected.

The information Equiniti holds about you is confidential. It will only ever be disclosed it outside the Group:

- at your request or with your consent
- in line with the explanation above
- if the law requires or permits disclosure, or there is a duty to the public to reveal it
- if Equiniti is asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas
- to investigate or prevent fraud or other crimes
- to the Company for whom a Group company acts as registrar so that they can update their own records about you
- to its agents and others in connection with running accounts and other services for you
- to any individual or company to whom Equiniti proposes to transfer its obligations and rights in line with these terms and conditions.

Equiniti may administer your account and provide you with some services via agencies in countries outside Europe, such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if it is processing your personal details outside Europe:

- there will always be a contract in place to ensure that such information is appropriately protected, and
- Equiniti will continue to be strictly bound by the UK's Data Protection Act 1998.

In order to comply with UK money laundering regulations, Equiniti may need to confirm your identity. To help it do this, Equiniti may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or ask you to supply proof of identity.

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

Equiniti monitors and records some phone calls in case it needs to check it has carried out your instructions correctly, and to help maintain quality standards and for security purposes.

Liability

Nothing in this Agreement shall exclude the Plan Administrators from liability caused by their fraud, wilful default or negligence.

In the case of Equiniti, to the extent that the FSA Rules require that Equiniti be liable for any matter, this Agreement shall be read accordingly.

The amount of liability of Equiniti for any claim against it from a shareholder on the UK register (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules) will not exceed: (a) the amount or total amount of the dividends relevant to your claim (for example, where your claim relates to two dividends, this refers to the total amount of these two dividends); (b) plus interest at 2% above the Bank of England base rate, starting from when the claim arises until Equiniti pays the amount of its liability.

Equiniti will not be responsible for acts or omissions of the Company. It will not be liable for acting or failing to act in accordance with a Court Order of which it has not been notified (whatever jurisdiction may govern the Court Order). It will not be responsible for forged or fraudulent instructions and will be entitled to assume instructions purporting to be those of shareholders on the UK register are genuine unless it should be obvious to anyone that they are not. It will not be responsible for any losses, costs, damages or expenses sustained or incurred by you by reason of industrial action or any cause beyond its reasonable control, including (without limitation) any failure, interruption or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service or electronic payment system or CREST (provided, where relevant, that Equiniti has complied with the FSA Rules on business continuity). Also, if this type of situation arises, it will remedy the situation as soon as reasonably possible. Equiniti will also not be responsible for any indirect, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules. Equiniti may do or refrain from doing anything which is, in its reasonable opinion, necessary to comply with the law of any jurisdiction or any rules, regulations or requirement of any regulatory authority or other body which is binding on it.

This booklet is issued by:

Equiniti Financial Services Limited and
Link Market Services South Africa (Pty) Limited.
If you would like this in an alternative format, for example Braille, large print or on an audio tape, please contact us on +44 (0)121 415 7173.

A textphone service is available on +44 (0)121 415 7028.

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

Registered office:
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