

These terms and conditions form a legally binding agreement between you and us. This postal SIP share dealing service (the "Service") is provided by Computershare Investor Services PLC to participants in The Anglo American Share Incentive Plan (the "Plan"). If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom and you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. If you instruct us to sell Shares on your behalf, we will do so on an execution-only basis. This means that we do not and will not provide you with any investment advice. You should ensure that the Service meets your requirements. If you are in any doubt you should seek independent professional advice before taking any action. Please note that the value of Shares and the income from them may go down as well as up, which may result in you receiving less than you originally invested. The price of Shares may fluctuate in the period after you send your instruction but before we receive it and it is executed. Historical performances are no indicators for future performances. We cannot provide you with any advice on the suitability or otherwise of the sale transaction to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute a recommendation to sell, transfer or hold Shares.

1. Definitions

"Available Shares" means Shares that can be sold or transferred but may be subject to UK Tax;
 "Broker" means the broker or Market Maker which we use from time to time in order to execute your instructions;
 "Business Day" means any day (excluding Saturday and Sunday) on which the London Stock Exchange ("LSE") is open for business;
 "Business Hours" means the hours within any day during which the LSE is open for business;
 "Company" means Anglo American plc or a subsidiary company, as the context requires;
 "Costs" means our fees, commission or any other charges payable on the sale of your Shares as set out in Clause 7 and any other fees, commission or other charges payable on the sale of your Shares;
 "Form of Direction" means the form which you must complete in order to instruct us to sell or transfer Shares acquired pursuant to the Plan;
 "FCA" means the Financial Conduct Authority;
 "FSCS" means the Financial Services Compensation Scheme;
 "Market Maker" means the entity able and willing to enter into transactions for the sale and purchase of investments at prices determined by them and generally and continuously, rather than in respect of each particular transaction;
 "Non-taxable Amount" means the Share value which is not subject to UK Tax;
 "Participating Company" shall have the same meaning as in the Plan rules;
 "Plan" means The Anglo American Share Incentive Plan;
 "Retail Client" means someone who is not a financial services professional. Retail Clients are offered the full protection of the FCA rules;
 "Service" means this postal SIP share dealing service provided by Computershare Investor Services PLC;
 "Shares" shall have the same meaning as in the Plan rules;
 "Tax Free Shares" means Shares which are not subject to UK Tax;
 "Taxable Amount" means the Share value on which UK Tax will be calculated, based on either the award date, sale date of your Shares or the date the Shares cease to be subject to the Plan, depending on (i) how long the Shares have been held within the Plan; and (ii) your employment status with the Company;
 "Taxable Shares" means Shares which are subject to UK Tax;
 "UK Tax" means any UK income tax and/or UK National Insurance Contributions payable in respect of a Participant's Shares ceasing to be subject to the Plan which may be levied on the sale or transfer of your Shares;
 "us" or "we" means Computershare Investor Services PLC;
 "you" means the person holding an interest in the Shares.

2. Selling your Shares

(a) Subject to your employment status you may instruct us to sell (i) some or all of (A) your Tax Free Shares or (B) your Available Shares; or (ii) enough Shares to cover UK Tax and Costs whilst transferring the remainder of your Shares by completing the Form of Direction and sending it to us by post to our address the details of which are set out in clause 9 below. (b) Shares are sold on a "first in, first out" basis with all Tax Free Shares being sold before any Taxable Shares are sold.

3. Transferring your Shares

(a) Subject to your employment status you may instruct us to transfer some or all of your Tax Free Shares by completing the Form of Direction and sending it to us by post to our address the details of which are set out in clause 9 below. (b) You will only be able to transfer your Shares into your own name. (c) We will request the Company's registrar to send you a share certificate in respect of the Shares transferred to you to your address as it appears on our records.

4. How and when we will carry out your sale instructions

(a) Subject to clause 6 (c) below, provided we have received your valid instruction by 11:00 (UK time) on a Business Day we will aim to process your instruction on such day. (b) Instructions which are received after 11:00 (UK time) on a Business Day will be treated as having been received at the opening of Business Hours on the next Business Day. (c) We are irrevocably and unconditionally appointed to act as your agent when we undertake a sale or transfer of your Shares and by instructing us to do so you give us your authority

to sign, complete and deliver any transfer form or other document and to do anything else we think necessary to give effect to your instructions.

(d) By instructing us to sell or transfer your Shares on your behalf you represent to us that you are entitled to do so and that no other person has any rights, interests or charges in or over such Shares.

(e) We will sell or transfer your Shares in accordance with the instructions given by you via the Form of Direction.

(f) In order to effect a sale we will use a Broker. Whilst we take reasonable care in the selection and continued use of such Broker we do not accept responsibility for losses or expenses suffered or incurred by you as a result of any acts or omissions by such Broker.

(g) You acknowledge that orders above a certain size may be subject to manual review and entry which may cause delays in processing your instruction. All such instructions will be processed where possible within one Business Day of receipt.

(h) We may aggregate your order with instructions we receive from other clients using the Service. The Broker may also aggregate the instruction we provide to it with instructions it receives from its other clients. This may result in a more or less favourable price than if your instruction had been executed separately.

(i) If the Broker executes a number of instructions for us on a particular day then it may average the price obtained for all the orders if different instructions were dealt at different prices.

(j) We and the Broker are required to obtain the best price reasonably available at the time the sale is executed. Accordingly we and/or the Broker may delay the execution of all or part of the order until the next Business Day if we believe, acting reasonably, that it is in your best interest to do so.

(k) When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required, prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue.

(l) The Broker will normally select execution venues that are regulated markets or multilateral trading facilities; these are markets authorised to operate in accordance with non-discretionary rules as required by the Markets in Financial Instruments Directive (e.g. LSE). In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside one of these markets or facilities; this could happen if the Broker deals as principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. **By using the Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.**

(m) Please remember that you can only deal in your Shares in accordance with the Company's share dealing policy. By agreeing to the terms and conditions of the Service, you are giving us a pledge that your submission of your instruction does not contravene such policy.

(n) You agree that any instruction to sell your Shares will not be processed in the event of a suspension or halt of trading in the Shares.

5. Sale Proceeds, Payment Methods & UK Tax

(a) We will remit sale proceeds via direct credit to your UK bank account the details of which are held on our records. Should we incur problems making a payment to you, such sale proceeds will be held in a non-interest bearing designated client money bank account pending receipt of revised UK bank details. We reserve the right to issue your payment in the form of a sterling cheque to you at your address as it appears on our records if we are unsuccessful in making a direct credit payment and/or if incorrect and/or insufficient bank account details are provided.

(b) We will usually receive the sale proceeds payable on the sale of your Shares from the Broker on the settlement date. The settlement date will normally be three Business Days following the date of the trade. We are not obliged to make any payment to you until we have received the sale proceeds from the Broker.

(c) Where applicable, your sale proceeds will be split into a Taxable Amount and a Non-Taxable Amount. Costs will be apportioned and pro-rated between the Taxable Amount and the Non-Taxable Amount. Any Non-Taxable Amount will be remitted directly to your bank account the details of which are held on our records, after deduction of applicable Costs. Any Taxable Amount will be remitted to your Company payroll after deduction of applicable Costs, so that UK Tax can be withheld. The net proceeds from the Taxable Amount will be paid to you by the Company in the next available payroll run.

(d) We will not accept (and you should not give) any instructions to make payment to anyone other than you.

(e) It will be your responsibility to update us of any change(s) to your bank account details.

(f) If you have ceased to be employed by a Company, your net sale proceeds will be remitted to your bank account the details of which are held on our records after deduction of UK Tax and Costs. We will arrange for any UK Tax liability to be remitted to your Company payroll to be remitted to the HM Revenue and Customs on your behalf.

(g) If you request the sale of sufficient Shares to cover UK Tax and Costs, we will calculate the number of Shares that will need to be sold to cover the UK Tax liability and Costs and we will send you the residual sale proceeds, if any, to your bank account the details of which are held on our records.

6. Acknowledgments and Rejections

(a) Where you have provided your email address we will acknowledge receipt of your instruction by email and, if applicable, will inform you by email when your Shares have been sold. No acknowledgement will be sent if your email address has not been provided. We will not acknowledge receipt of your instruction.

(b) If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power attorney or a copy certified by a solicitor or public notary, which will be inspected and returned to you. Failure to provide the required documentation will render your instruction invalid.

(c) We reserve the right not to accept and consequently act upon any particular instruction from you if we consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity of or any other matter relating to your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction.

(d) We reserve the right not to accept instructions which are not given on the Form of Direction, or which have not been properly completed. Any Form of Direction which we reject will be returned to you by post.

7. Our Fees

(a) For each transaction executed as a result of your instructions we will charge a dealing fee of £15.00.

(b) This charge may change from time to time. We will notify you in advance of any change(s) to our charges, which will only apply to instructions received after notification of the change(s).

(c) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions, then we may write and ask you to pay for that service or information.

8. Liability

(a) Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the Service and will be responsible to you for any losses or expenses (including loss of Shares) suffered or incurred by you which are a foreseeable consequence of our breach of these terms and conditions, negligence, wilful default or fraud.

(b) We do not accept liability for any losses or expenses suffered or incurred by you which are not a foreseeable consequence of our breach of these terms and conditions, negligence or wilful default.

(c) We do not accept liability for any losses or expenses suffered or incurred by you which do not arise as a result of our breach of these terms and conditions, negligence, wilful default or fraud.

(d) We shall not be responsible for losses that result from our failure to comply with these terms and conditions which fall into the following categories:

- loss of income or revenue;
- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of data; or
- any waste of time.

(e) Nothing in these terms and conditions excludes or limits in any way our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or

- section 2 of the Supply of Goods and Services Act 1982; or
- any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

(f) **We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.**

(g) **We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions of:**

- the Company;
- any Participating Company;
- the Broker; or
- the Company's registrar (where we are not appointed as such).

(h) If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our helpline the operating hours and details of which are set out in clause 9 below.

(i) Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA or under The Act 2012.

(j) **We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our reasonable control. Such acts shall include, but not be limited to, market conditions, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, pandemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.**

(k) **Any documents/instructions/cheques sent by you, or to you, are sent entirely at your own risk. We do not accept liability after despatch of any document to you.**

(l) **We are not liable for forged or fraudulent instructions.**

(m) You will be liable for all instructions given to us (including instructions given on your behalf) relating to the Plan and the Service. **We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.**

9. Contacting each other

(a) Save in respect of your Form of Direction, all notices and other communications should either be submitted via e-mail to AngloAmerican@computershare.co.uk or be addressed to Computershare Investor Services PLC, Computershare Plan Managers, The Pavilions, Bridgwater Road, Bristol BS99 6AP. We can also be contacted by telephone on **0844 472 6105** (operating hours are 08:30 – 17:30 UK time on Business Days).

(b) We will send all documents to your address as it appears on our records by post. We will send all email responses to your email address as it appears on our records.

(c) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the Service. Any translation of these terms and conditions into any language other than English should be treated as being for information only, these terms and conditions in English shall be the sole operative terms and conditions governing the operation of the Service.

10. General

(a) The decision to sell or transfer your Shares is solely your responsibility.

(b) Share values may go down as well as up and may result in you not receiving back the full amount invested. Historical performances are no indicators for future performances.

(c) The price of Shares may fluctuate in the period after you send your sale instruction but before we receive it and it is executed. If, as a result of market fluctuations, insufficient funds are realised from the sale of your Shares to cover any UK Tax and/or Costs it will be necessary for us to contact you to recover the shortfall.

(d) You may not specify the price or the minimum price at which your Shares are to be sold.

(e) We and/or the Broker are entitled to deduct the Costs and any UK Tax from your sale proceeds.

(f) You may not cancel or amend any market order instructions to sell Shares once they have been received by us. Your request will be irrevocable.

(g) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.

(h) Where the Broker effects the sale of Shares on your behalf pursuant to the Service, your advice note will be available to you within one Business Day of the receipt of confirmation from the Broker of the sale of your Shares. Your advice note will be placed on the website and a confirmation email will be sent to your email address held on our records. If we do not have an email address for you, an advice note will be sent to your address as held on our records. The advice note will detail the number of Shares sold on your behalf and all applicable Costs and UK Tax.

(i) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

(j) All client money we hold on your behalf as a consequence of administering the Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and maintained in accordance with the requirements of the FCA rules. If we or the bank became insolvent your money would remain protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account. (k) Cash fractions arising in respect of money due to you are rounded down to the nearest penny sterling and the Costs and any UK Tax which may be payable will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny sterling and in each case the difference will be kept for our own benefit.

(l) We reserve the right to change these terms and conditions from time to time provided that if you would be materially prejudiced by such change, we will give you not less than thirty Business Days' notice. Furthermore, we may cancel these terms and conditions with immediate effect, however, no change will affect any instruction received but not completed by the date of change.

(m) These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, the Service.

(n) If you receive a benefit (e.g. a dividend) which relates to Shares you have sold, you may have to account for this benefit to the new owner of the Shares. We will contact you if we are aware that this is necessary. The date upon which you may lose your entitlement to any benefit is established by the date on which the Shares are traded on the relevant exchange, not the date upon which the transfer is registered by the relevant registrar. If we are aware of a claim at the time when we receive the money we may deduct any relevant amount from the proceeds of sale.

(o) We may choose to withdraw the Service due to developments in legislation or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Service is no longer available. To the extent permitted by law and regulation any deals that we have accepted but have not settled prior to the Service being withdrawn will be completed.

(p) For the purpose of offering the Service, you will be categorised as a Retail Client.

(q) In the provision of the Service we are not required to assess the suitability of any investment or the service offered. You will not benefit from the protection of the FCA rules on assessing suitability.

(r) We, any Broker and our agents may effect transactions notwithstanding that it has a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using the Service. We manage those conflicts of interest of which we are aware and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon written request to Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

(s) When transmitting your instructions to a Broker for execution we take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with the transmission and execution of client instructions by the Broker receiving these instructions from us. A full copy of the policy is available upon written request made to Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

(t) The parties to this agreement are you and us (the "**parties**"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

(u) By completing the instruction to sell you confirm that any Shares and any sale proceeds may be used as security for the Costs in consideration of the service that we are making available to you. As such, we have the right to reverse any transaction to obtain reimbursement of the Costs or any other costs or expenses which we incur to offset monies due to you against monies due from you and to sell or otherwise dispose of any Shares which we may hold on your behalf at whatever price and in whatever manner we see fit at our absolute discretion (without being responsible for any loss or diminution in price) on giving you seven days' written notice of our intention to do so.

11. Data Protection Notice

(a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us;
- to the Broker or any other person or body in order to facilitate the provision of the Service.

(b) We may use our Group companies or other agents in countries outside the European Economic Area to provide the Service and may provide your personal data to them provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

(c) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

12. Complaints & Compensation

(a) We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service details of which are available on request.

(b) Computershare Investor Services PLC is covered by the FSCS and you may be entitled to compensation if Computershare Investor Services PLC cannot meet its financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Further details of this scheme are available on request.