

## **Hammerson plc Dividend Reinvestment Plan Terms and Conditions (South African branch register)**

List of technical words used in these terms and what they mean

When a word appears in these terms that starts with a capital letter, check to see if it appears in the list of defined terms below for its specific meaning.

"Broker"	means the stockbroker or Market Maker who Computershare uses from time to time in order to execute your instructions;
"Business Day"	means any day on which the Johannesburg Stock Exchange (JSE) is open for business;
"Company"	means Hammerson plc;
"Computershare"	means Computershare Investor Services Proprietary Limited (Registration No: 2004/003647/07) whose registered address is Rosebank Towers, 15 Biermann Avenue, Rosebank, 2196
"Costs"	means Computershare's fees, commission or any other charges payable on the purchase of Shares;
"CSD"	means a central securities depository which is a computer-based system enabling securities to be held and transferred electronically. The relevant CSD in South Africa is STRATE;
"FAIS"	means the Financial Advisory and Intermediary Services Act No 37 of 2002;
"FSB"	means the Financial Services Board;
"Dividend Payment Date"	means date on which dividends are paid;
"Market Maker"	means the broker-dealer firm which buys shares and makes shares available to purchase at published prices in order to facilitate trading;
"Plan"	means the Company's dividend reinvestment plan, which provides the Company's eligible shareholders with an opportunity to reinvest their cash dividend to purchase additional shares (or equivalent interests) in the Company through a special dealing arrangement as governed by the Rules (including these Terms and Conditions as applicable), as varied from time to time;
"Rules"	means the rules governing the operation of the Plan to the Company's shareholders as amended from time to time;
"SA Plan Participants"	means holders of Shares who are eligible to participate in the Plan and elect to do so, in each case in accordance with the Rules and these Terms and Conditions;

"Shares"	means beneficial entitlements, each to a fully paid ordinary share in the capital of the Company being a unit of share capital issued by the Company, credited to your Central Securities Depository Participant or broker's account;
"STRATE"	means Strate Limited, a private company incorporated in South Africa as an electronic settlement environment for transactions to be settled and transfer of ownership to be recorded electronically, with registration number 1998/022242/07;
"Terms and Conditions"	means these terms and conditions, as amended from time to time, which (in case of any conflict or divergence with the Rules) govern the operation of the Plan in respect of participants holding Shares in uncertificated form in STRATE. For the avoidance of doubt, these Terms and Conditions are "Terms and Conditions" for the purposes of, and as contemplated by, the Rules; and
"you"	means the person holding an interest in the Shares.

Interpretation Statutes, regulations or other rules have been referred to in these terms. References to them include references to them as amended or replaced from time to time. Where reference is made to a time of day, this means South African time, unless otherwise specified. Where a phrase starts with the words 'including' or 'include', the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

## **1 Introduction**

- 1.1 These Terms and Conditions are "Terms and Conditions" for the purposes of, and as contemplated by, the Rules. These Terms and Conditions apply to holders of Shares (as defined herein) only.
- 1.2 The Plan is administered in South Africa by Computershare for and on behalf of the Company in accordance with the Rules and these Terms and Conditions. Computershare is authorised as a Financial Services Provider in terms of FAIS and regulated by the FSB.
- 1.3 As a participant of the Plan you are bound by these legally binding terms and conditions. Please read them and keep them safe so you can refer to them in the future. The Company may change these terms and conditions, if it does so, you will be informed beforehand.
- 1.4 Computershare will not provide you with any investment, taxation or legal advice, or advice on whether or not the Plan is right for you. Computershare will not assess the suitability or appropriateness of any product, service or the Plan and Computershare will not recommend or invite you to sell, buy, transfer or hold Shares.
- 1.5 It is your responsibility to make sure the Plan is right for you and you may wish to seek independent professional advice before using it.
- 1.6 For the avoidance of doubt, you shall have no entitlement to participate in the Plan unless and until you confirm as such in respect of each dividend declared by the Company. Such confirmations are not valid unless communicated in accordance with usual practice and any specified instructions and deadlines. Such confirmations will be requested by your CSDP and are not valid unless transmitted to the Company (or the administrator of the Plan on its behalf) through STRATE.

## **2. Who may participate in the Plan?**

- 2.1 If you are subject to laws, procedures or regulations of a country outside the South Africa which does not allow you to participate in the Plan, you may not be permitted to participate in the Plan and Computershare may cancel your participation in the Plan.

## **3. How do you join the Plan?**

- 3.1 If you are a dematerialised shareholder and you wish to participate in the Plan you must submit your election directly to your CSDP. Your election must be communicated in accordance with any specified instructions and deadlines and, failing that, in accordance with usual practice. Any election will be applied in respect of the specified dividend only. For the avoidance of doubt, your election is made on an individual basis in respect of the Plan's operation for each individual dividend declared and not on an evergreen basis for the Plan's operation in respect of any and all dividends declared by the Company
- 3.2 If you have more than one shareholding in the Company that you want included in the Plan then you should complete a separate election for each shareholding. If you would like to combine your shareholdings in the Company please contact your CSDP. If your Shares are held jointly with others and you are joining the Plan, you must confirm that you have obtained the consent of all other joint shareholders to use the Plan before you are able to join. Your CSDP/broker/custodian must receive your application by the date as advised to you by your CSDP/broker/custodian.

#### **4. Can you join the Plan with just some of your Shares?**

- 4.1 You can choose to participate in the Plan in respect of all or any of the Shares you hold in the Company.
- 4.2 Where you are a corporate shareholder or you are acting on behalf of more than one beneficial owner, (e.g. a nominee arrangement) Computershare will allow part of your shareholding to apply to the Plan. A cash dividend will be paid on the balance of the Shares not included in the Plan. This instruction will not be applied to future dividends.

#### **5. How does the Plan work?**

- 5.1 Computershare will use the net cash dividend paid to you by the Company to buy new Shares in the Company. Computershare will buy as many whole Shares as possible from the proceeds of each cash dividend. Purchases are made on or as soon as reasonably practicable after each Dividend Payment Date. The Plan may not be available for a particular dividend and where the Plan is not available, cash dividends will be paid.
- 5.2 When Computershare executes your instruction, Computershare is irrevocably and unconditionally appointed to act as your agent. Computershare will then carry out your instructions as your agent, which means that Computershare will have your authority to sign, complete and deliver any transfer form or other document, or do anything else which Computershare thinks is necessary to carry out your instructions.

#### **6. What are the Costs?**

- 6.1 There is no charge for joining or leaving the Plan. However, to cover the Costs of buying shares on your behalf and running the Plan, each time Computershare buys Shares for you Computershare will charge you a dealing fee of 1% of the total price of the Shares purchased.
- 6.2 The Broker fees incurred by Computershare are included in the above dealing fee.
- 6.3 All applicable South African Value Added Tax ("VAT") incurred by Computershare are included in the above dealing fee.
- 6.4 Where purchases are subject to securities transfer tax, it will be included in the cost of the 1% dealing fee that is deducted before placing the purchase on the market.
- 6.5 If Computershare provides you with any information, ancillary services or other services not mentioned in these terms, Computershare may write and ask you to pay for that service or information.
- 6.6 Where Computershare or the Company is required to make a change to the Plan due to a change in applicable law or regulations, Computershare or the Company may amend the Plan without giving you any notice, and will inform you in writing of the change as soon as practicably possible. In all other cases, Computershare will notify you in writing at least 20 Business Days in advance of any proposed new charge or before Computershare increase their charges.
- 6.7 Computershare may increase their charges for any reason, which may include:
- (a) increases in inflation;
  - (b) changes in interest rates;
  - (c) increases in Computershare's running costs of the Plan;

- (d) increases in Computershare's running costs in the administration of the Plan;
- (e) additional charges imposed by parties who Computershare works with in connection with the provision of the Plan;
- (f) alterations in the provision of the Service being provided; and/or
- (g) tax or legal changes.

**7. What happens if you buy or sell Shares?**

- 7.1 If you buy shares on or before Last Date to Trade, you will be entitled to participate in the Plan.
- 7.2 If you sell your Shares on or after the ex-dividend date, it will be you, rather than any buyer of your Shares, who will remain entitled to that dividend and participation in the Plan.

**8. At what price will the Shares be bought and how many Shares will you receive?**

- 8.1 On payment of a dividend by the Company, Computershare will pool your net cash dividends with the cash dividends of all other SA Plan Participants. Computershare will follow the instructions you give them via the STRATE system. Computershare will instruct the Broker to buy as many whole Shares from the pooled cash dividends. The pooled monies will be used to pay for the completed trades when payment becomes due.
- 8.2 When you instruct Computershare to deal with your Shares Computershare will take reasonable care in appointing a Broker to carry out your instructions from Computershare's panel of approved Brokers. Computershare and the Broker will then take reasonable steps to obtain the best possible results for you.
- 8.3 Computershare will combine your order with orders received from other SA Plan Participants. The Broker will combine your order with orders received from the other clients. This may result in a more or less favorable price than if your instruction had been carried out separately. Where the Broker executes a number of instructions for Computershare then Computershare will average the price obtained for all the orders
- 8.4 Where the overall transaction is above a certain size then Computershare may need ten South African Business Days (or more) to process it.
- 8.5 There may be occasions when Computershare is unable to complete a transaction. When this happens you agree that Computershare may carry out further trades to complete the transaction you originally instructed.
- 8.6 Computershare and the Broker have to get you the best price reasonably available when they buy your Shares. Computershare or the Broker may therefore sometimes delay a purchase of Shares for several Business Days if they think that is in your best interests.
- 8.7 Where trading in the Company's Shares is halted or suspended Computershare will not be able to process any outstanding instructions you have given Computershare until trading resumes. In the meantime Computershare will treat your money in the same way as described in the "What happens when money is left over after Shares have been bought" section. Computershare accepts no responsibility for the impact that any such suspension may have on the price Computershare may then have to buy the Shares for.

- 8.8 Computershare and the Broker check that the correct number of Shares have been purchased. Computershare will only treat the purchase of new Shares as complete and properly executed when Computershare has:
- (a) determined the total number of Shares purchased;
  - (b) received and allocated the Shares;
  - (c) carried out the necessary internal audit procedures; and
  - (d) received the printed confirmation note from the Broker.
- 8.9 Depending on the nature of the trade, this process can take up to 10 Business Days. The prices at which the Shares are purchased may vary between transactions, but Computershare will calculate the average price across all Shares of the Company which have been purchased as part of this trade to ensure that all SA Plan Participants receive the same share price. This may operate to your advantage or disadvantage.
- 8.10 You will be notified by your CSDP/Broker of any changes on your account.

## **9. What happens when money is left over after Shares have been bought?**

- 9.1 Only whole Shares can be bought under the Plan so there will usually be a cash surplus left (insufficient to buy another whole Share). This cash surplus (left over money) will be paid out. No funds will be carried forward.

## **10. Right to end the Plan**

- 10.1 Computershare and the Company reserve the right to suspend or terminate the Plan at any time. When exercising this right, Computershare will try to ensure you are provided with notice before such suspension or termination takes place.

## **11. Withdrawal**

- 11.1 If you decide to withdraw from the Plan, you must inform your CSDP/broker/custodian in writing. You can withdraw at any time provided that your notice to withdraw from the Plan is received before the Cut-Off Date stipulated by your CSDP/broker/custodian (if you do not want that dividend reinvested in Shares).

## **12. STRATE Procedures**

- 12.1 If you wish to participate in the Plan you must comply with the STRATE procedures. If you elect via STRATE you confirm that you agree to participate in the Plan in line with these terms and conditions, and you appoint Computershare as your agent to arrange the purchase of Shares.
- 12.2 If Computershare buys Shares for you, these will be credited to your STRATE member account.
- 12.3 It is your responsibility to keep abreast of the Strate Rules and Directives. The latest Strate Rules and Directives are available on its website [www.strate.co.za](http://www.strate.co.za).
- 12.4 Any deletion or amendment to your election needs to be given within the deadline stipulated by your CSDP/Broker.

## **13. Taxation**

- 13.1 South African shareholders will be liable for either capital gains tax or income tax on any gains made on the disposal of the Shares purchased under the Plan depending on their individual

status determined primarily by the intention with which they acquired the Shares and the length of time they held the Shares. The tax treatment is no difference had the shareholders acquired the shares themselves, through a Broker.

- 13.2 You are reminded that taxation levels and bases can change. You are responsible, and Computershare shall not be liable, for paying any taxes (including, without limitation, income tax and capital gains tax) which may be attributable to your participation in the Plan. Computershare cannot give financial or tax advice and, if in doubt, you should consult an authorised financial adviser.