

# Reinvest your Dividends

## Dividend Reinvestment Plan

The Mondy plc Dividend Reinvestment Plan (the “Plan”) gives shareholders the choice of using their dividend payments to buy more Mondy plc shares. The Plan is a convenient, easy and cost-effective way to build your shareholding in Mondy plc by using your cash dividends to buy additional shares.

### Main features

- Your cash dividend is used to buy shares at favourable commission rates.
- Your shares will be bought as soon as possible on or after the dividend payment date.
- If you are a holder of certificated shares, you will be sent a statement within 10 working days of the settlement date that shows full information, including:
  - Number of shares bought
  - Price at which shares were bought
  - Dealing and other costs deducted
  - Any cash balance

If you are a holder of dematerialised shares, your CSDP account will be credited with the shares bought within 10 working days of the settlement date and your CSDP or stockbroker will advise you of the number of shares bought and any costs.

### How much does it cost?

- 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, STRATE settlement costs and investor protection levy.
- Joining and leaving the Plan – no charge.

### How do I join the Plan?

If you are a holder of certificated shares, simply complete and return the application form enclosed with this booklet, or alternatively contact the Special Projects team by email at [specialprojects@jseinvestorservices.co.za](mailto:specialprojects@jseinvestorservices.co.za). Once your application to participate in the Plan has been accepted, all future dividends paid by Mondy plc will be reinvested under the Plan until you withdraw from the Plan or the Plan is terminated.

- If you are a holder of dematerialised shares, you should instruct your CSDP that your dividends should be reinvested.
- To participate in the Plan ahead of any Mondy plc dividend, your application to join the Plan must be received and accepted by JSE Investor Services by the last date to trade or, if you are a holder of dematerialised shares, your instruction should be received and accepted by your CSDP by the last date to trade. If you have any queries about the applicable deadlines for any dividend, you should contact JSE Investor Services for more information.

**If you have any questions about the information in this booklet, please call our helpline on +2711 029 0112 for international callers, or 0861472644 for local callers, or by email at [specialprojects@jseinvestorservices.co.za](mailto:specialprojects@jseinvestorservices.co.za).**



# Special Information

## Who may join?

South African (“SA”) shareholders may join the Plan if you are resident in SA.

Overseas shareholders should see paragraph 3 of the Terms and Conditions for full information on whether you may join the Plan.

You are responsible for checking that you can join.

## What are the application and cancellation deadlines?

You have a statutory right to cancel your application within 14 days of your instruction(s) to participate in the Plan being received by us or your CSDP, by giving us or your CSDP notice in writing. The notice must state that you want to exercise your statutory cancellation right.

For future dividends, we or your CSDP must receive your application to join the Plan, or your cancellation request (except as above), at least 10 working days before the dividend payment date. Otherwise, your instruction(s) will be applicable only to subsequent dividends.

## What happens to cash balances?

For holders of certificated shares, following a share purchase under the Plan, any remaining cash balance which is not sufficient to purchase a whole share will be carried forward and added to the next dividend. For further information, please see paragraph 7 of the Terms and Conditions.

For holders of dematerialised shares, following a share purchase under the Plan, any remaining cash balance which is not sufficient to purchase a whole share is remitted to their respective CSDP.

## How does the Plan affect my tax position?

Please see paragraph 4 of the Terms and Conditions for further information on taxation.

## How do I leave the Plan?

By writing to JSE Investor Services if you are a holder of certificated shares, or by instructing your CSDP if you are a holder of dematerialised shares. Your notice of revocation must be received by JSE Investor Services or your CSDP, as applicable, no later than the last day for election for a dividend (at least 10 working days before the dividend payment date) if you do not wish the Plan to apply to that dividend.

The address of JSE Investor Services is One Exchange Square, 2 Gwen Lane, Sandown, Sandton, 2196 (P.O. Box 4844, Johannesburg, 2000, South Africa.)

## What if I sell my shares?

If you sell your shares after the record date for any dividend to which the Plan applies and you had elected for the Plan, you will receive shares for that dividend. Any cash balance will be paid to you as soon as reasonably practicable.

## Risk warning

Remember that the value of shares can go down as well as up and you may not get back the full amount of your investment. Investments made under the agreement are in Mondi plc only and should therefore be considered as one part of a balanced portfolio. Past performance is not a guide to future performance and, if you are in any doubt about the suitability of the investment, you should contact an authorised financial adviser.

Information in this booklet should not be taken as a recommendation by Mondi plc or us to buy or hold shares in Mondi plc. It is your decision whether to take part and if you have any doubts, you should ask for advice from an authorised financial adviser.

# Terms and Conditions

## 1. Introduction

The dividend reinvestment plan ("the Plan") is administered by JSE Investor Services Pty Limited in South Africa. Our registered office is in South Africa at One Exchange Square, 2 Gwen Lane, Sandown, Sandton, 2196.

When we have accepted your instruction to participate in the Plan, this booklet and these terms and conditions and your instruction will constitute a binding agreement between you and us under which we 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, if you are a holder of certificated shares.

This is an execution only service. We will carry out your instructions to buy shares. We will not offer or provide advice on the merits of your instructions or a purchase.

## 2. Definitions

"the Company" means **Mondi plc**.

"CSDP" means Central Securities Depository Participant.

"STRATE" means Share Transactions Totally Electronic.

"you" or "your" means the investor or corporate body who has signed the application form or, if more than one person, the joint holders jointly and severally. It also includes your personal representatives.

"settlement date" means the date on which payment is made for the Shares bought under the Plan.

"Shares" means ordinary shares in the Company.

"Special Information" means the special features applying to the Plan as set out in this booklet and included as part of the terms and conditions.

"we" or "us" means JSE Investor Services Pty Limited.

## 3. Eligibility

You may participate in the Plan provided that you are not a "North American person" and do not fall within one of the categories set out below or any category set out in the Special Information. "North American person" means any citizen or resident of the USA or Canada, including the estate of any such person; any corporation, partnership, or other entity created or organized in or under the laws of the USA or Canada or any political subdivision of these countries; or any estate or trust, the income of which is subject to US federal or Canadian income tax regardless of its source. References to the USA or Canada include their territories, possessions and all areas subject to their jurisdiction.

If you are a shareholder of overseas countries other than the USA or Canada you can take part in the Plan provided that you are not subject to regulations where your participation in the Plan would require us or the Company to comply with governmental or regulatory procedures or any similar formalities; you are responsible for ensuring that you may validly take part and for observing all relevant formalities; if in doubt, you should consult a professional adviser as to whether you require any governmental consents or need to observe any other formalities or are prohibited from receiving Shares instead of cash dividends.

The decision to take part in the Plan is your responsibility.

## 4. Taxation

South African 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 the Shares and the length of time they held the Shares. The tax treatment is no different had the Shareholders acquired the shares themselves, through a stockbroker.

You are reminded that taxation levels and bases can change. You are responsible, and we 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. We cannot give financial or tax advice and, if in doubt, you should consult an authorized financial adviser.

## 5. Joining the Plan

Applications to join the Plan must be received by us by the deadlines shown in the booklet to be applicable for both the first dividend to which it applies and for subsequent dividends. Applications received after that will be applicable only for subsequent dividends. Normally no acknowledgement of applications will be issued.

We reserve the right to refuse an application. If your application is incorrect or incomplete and we cannot obtain clarification we may return it without carrying out your instruction.

Once you have joined the Plan, all future dividends paid by the Company will be reinvested automatically in purchasing additional Shares on your behalf until you leave the Plan or until the Plan is terminated or suspended.

## 6. Share purchases

All purchases of Shares will be carried out through the agency of authorized stockbrokers appointed by us. Dealings will be carried out under the rules of the JSE Securities Exchange.

Purchases of Shares on your behalf may be aggregated with purchases of Shares on behalf of other participants in the Plan, which may result in a more or less favorable price than might have been obtained if your purchase had been made separately.

Purchases of Shares for all participants in the Plan may be made in separate transactions and, if need be, on different days. If it is necessary to purchase Shares in the Plan at different prices, an average price will be calculated for all purchases.

You will receive the maximum whole number of Shares which it is possible to purchase on your behalf using your cash dividends and any cash balance from previous dividend payments, less the charges described in the booklet.

Shares will be purchased as soon as practicable on or after the dividend payment date.

The Shares bought for you under the Plan will be registered in your name and you will receive a share certificate unless your Shares are held in the STRATE system, in which case the Shares will be credited to your CSDP account.

A purchase statement showing full details of the purchase and, where applicable, a share certificate will be sent to holders of certificated shares within 10 working days of the settlement date. The CSDP accounts of holders of dematerialised shares will be credited within 10 working days of the settlement date.

## 7. Cash balances in the Plan

Any cash balance remaining after the purchase of Shares on your behalf, less charges, or any cash dividend which is insufficient to buy one Share, will be treated as set out in the Special Information.

No interest will be paid to you on cash balances held on your behalf. All cash balances will be held in a bank account maintained by JSE Investor Services.

On leaving the Plan or in the event that the Plan is terminated, any cash balance will be treated as set out in the Special Information.

## 8. 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.

## 9. Partial and full elections

You may only participate in the Plan for all the Shares you hold in an account. However, we may, at our discretion, allow you to invest the cash dividend on part of your shareholding if your Shares are held for more than one beneficial owner.

## 10. Partial sales and transfers

If you sell or transfer some of your Shares your instructions will continue to apply to your remaining Shares.

## 11. Charges

We will be entitled to the fees and charges shown in the booklet and we may periodically review the amount and structure of these charges. We will give you 30 days written notice before any variation to the fees and charges applicable to the Plan takes effect. Charges, taxes and other duties payable will be deducted from the transaction.

If the amount of money to be invested less these fees and charges is insufficient to purchase one Share, no costs will be charged to you and the cash dividend will be treated as set out in the Special Information.