

## **SHELL GESPP TERMS AND CONDITIONS**

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## **GESPP (Non US) Terms and Conditions**

Terms and Conditions of joining the Royal Dutch Shell Global Employee Share Purchase Plan

1. I apply to join the Global Employee Share Purchase Plan (GESPP) in accordance with the Rules of the Plan.
2. I agree to be bound by the Rules of the Plan. A copy of the latest Plan Rules is available under the Plan Documentation section of Computershare website.
3. I hereby authorise my employer to make appropriate periodical deductions from my salary until I amend or stop my savings and to remit such amounts to the Plan Administrator. I understand that alternative arrangements will be made in those jurisdictions which prohibit payroll deductions.
4. I understand that the Plan Administrator will (unless I already contribute in Euro), convert my contributions to Euro and these monies will be held in a non-interest bearing bank account until they are used by the Plan Administrator to purchase Shares. I understand that whenever any cash is returned to me (other than in Euro) it will be reconverted into my chosen currency and delivered to my bank account. I understand that the exchange rate between my local currency and the Euro may fluctuate (up or down). I understand this exchange rate fluctuation is for my own account and may affect any gain (or loss) I may make.
5. I understand that at the end of each Plan Year, the purchase of Shares will be initiated as soon as reasonably practicable in accordance with the Plan Rules.
6. I agree that following the share purchase and allocation, my shares will, unless I am notified to the contrary, be transferred, as soon as reasonably practicable to an account in my name in a Vested Share Account (alternative arrangements will be made for certain countries, where local regulations do not allow shares to be held in a Vested Share Account). The Terms and Conditions of the Vested Share Account can be located at [www.computershare.com/employee/shellshareawards](http://www.computershare.com/employee/shellshareawards).
7. I understand that a sale or transfer of shares from the plan may be subject to tax in my local country.
8. I understand that all costs and charges associated with the administration of the plan will be borne by Royal Dutch Shell plc, with the exception of income tax, social security and capital gains tax and costs associated with the sale or transfer of shares which are my responsibility.
9. To the extent that I reside in India at any time during the Plan Year I acknowledge that it is my responsibility to comply with the requirements of the Indian Foreign Exchange Management Act, 1999 insofar as they apply to me and, in particular any requirement to repatriate the proceeds from the sale of any shares or refund of contributions made in accordance with the GESPP to an Indian bank account. For more details, download and read the India country restriction document (linked [here](#)).
10. I declare that I am eligible to participate in the Plan.

**Please refer to the data privacy notice provided [here](#).**

## **GESPP US Terms and Conditions**

### **Terms and Conditions of joining the Royal Dutch Shell Global Employee Share Purchase Plan**

1. I apply to join the Global Employee Share Purchase Plan (GESPP) in accordance with the Rules of the Plan.
2. I agree to be bound by the Rules of the Plan. A copy of the latest Plan Rules is available under the Plan Documentation section of Computershare website.
3. I authorise my employer to make deductions from my base salary/wages in such amounts as necessary and appropriate to satisfy my contribution election(s) in effect from time to time and tax responsibilities under this Plan. I also understand that this authorization will continue indefinitely until I am withdrawn from the Plan. I understand that alternative arrangements will be made in those jurisdictions which prohibit payroll deductions. I agree and authorise the transfer of an estimated tax withholding obligation payment from my contribution account to my employer or one of its affiliates to fulfill my tax responsibilities under this plan as appropriate.
4. I understand that the Plan Administrator will hold my contributions in a US Dollar (if I have the US as my base country) or Euro (if my base country is outside the US) non-interest bearing bank account until they are used by the Plan Administrator to purchase Shares.
5. I understand that at the end of each Plan Year, the purchase and delivery of Shares will normally occur within 14 days of the end of the Plan year in accordance with the Plan Rules.
6. I agree that following the share purchase and allocation, my shares will, unless I am notified to the contrary, be transferred, as soon as reasonably practicable to Fidelity (as default) or, if I expressed an interest in doing so at enrolment, to an account in my name in a Vested Share Account.
7. I understand that a sale or transfer of shares from the plan may be subject to tax in my host and base countries.
8. I understand that all costs and charges associated with the administration of the plan will be borne by Royal Dutch Shell plc, with the exception of income tax, social security and capital gains tax and costs associated with the sale or transfer of shares which are my responsibility.
9. I understand documents constituting a prospectus covering securities that have been registered under the Securities Act of 1933 are available under the Plan Documentation section of this website and at the following [link](#). These documents include the GESPP Plan Guide, GESPP Q&A, and GESPP Section 10(a) Prospectus.

**Please refer to the data privacy notice provided [here](#).**