

TERMS AND CONDITIONS FOR THE INTERNET SALE AND TRANSFER FACILITY FOR THE ROYAL DUTCH SHELL PLC

VESTED SHARE ACCOUNT SERVICE

These terms and conditions form a legally binding agreement between you and us. This internet sale and transfer facility (the "Service") is provided by Computershare Nominees (Channel Islands) Limited ("Computershare") to participants who hold Shares in the Royal Dutch Shell plc ("RDS") Vested Share Account Service and then only in respect of Shares. If 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 own 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 an invitation or recommendation to sell, transfer or hold Shares.

1. Definitions

"**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 Euronext Stock Exchange is open for business;
"**Business Hours**" means the hours within any day during which the Euronext Stock Exchange is open for business;
"**Code**" means the Company's share dealing code;
"**Company**" means Royal Dutch Shell plc;
"**Company Group**" shall have the same meaning as in the Terms and Conditions of the Vested Share Account Service;
"**Costs**" means our fees, commission or other charges payable on the sale or transfer of your Shares as set out in Clause 7;
"**FCA**" means the Financial Conduct Authority;
"**Global ID**" means the Global ID which has been provided to you by us to enable you to access the Service;
"**Global Payment Service**" means the payment service facilitating direct credit payments (other than UK BACS transfers) and foreign currency wire payments governed by the terms and conditions for the Global Payment Service;
"**Global Payment Service Provider**" means the bank used from time to time to provide the Global Payment Service;
"**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;
"**PIN**" means the Personal Identification Number which has been provided to you by us to enable you to access the Service;
"**Plans**" means any RDS employee share 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 internet sale and transfer facility provided by Computershare;
"**Shares**" means the shares in the Company held on your behalf through the Vested Share Account Service;
"**Terms and Conditions of the Vested Share Account Service**" means the terms and conditions governing your participation in the Vested Share Account Service;
"**The Act 2012**" means the Financial Services Act 2012 as amended or replaced and any regulations made thereunder;
"**us**" or "**we**" means Computershare;
"**Vested Share Account Service**" means the nominee service which we provide the provision of which is governed by the Terms and Conditions of the Vested Share Account Service;
"**you**" means the person holding an interest in the Shares.

2. Selling your Shares

(a) You may instruct us to sell some or all of your Shares (provided that such number will realise sufficient sale proceeds to cover any Costs) by completing and submitting an online instruction to us via the Computershare website. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with the Terms and Conditions of the Vested Share Account Service.
(b) If you instruct us to sell all of your Shares we will deduct the Costs from the sale proceeds and send the residual sale proceeds, if any, in accordance with the payment methods outlined in Clause 5.
(c) If you instruct us to only sell a specified number of Shares, the number of Shares to be sold must be sufficient to realise sufficient proceeds to cover the Costs. We will send the residual sale proceeds, if any, in accordance with the payment methods outlined in Clause 5.
(d) To the extent possible Shares are sold on a "first in, first out" basis.

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

(a) Subject to clause 6(b) below, if your instruction is received by us during Business Hours and we accept such instruction to sell, we will aim to instruct the Broker to execute the sale of your Shares on your behalf on that Business Day.
(b) Instructions which are received after the close of Business Hours 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 internet.

(f) In order to effect a sale we may either use a Broker or place the order directly with the market ourselves. 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 of 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 they/we may average the price obtained for all the orders if different instructions were dealt at different prices.

(j) We and/or 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. the 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. The full version of the Company's share dealing policy is available upon request from the Company.

(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. Where the processing of a transaction is affected by a halt of trading on an execution venue we shall complete the transaction as soon as reasonably practicable after trading resumes. However, we have no control over the effect of such halt of trading and/or any consequent delay may have upon the price at which your transaction is executed.

(o) Please note that should your instruction be executed on a regulated market or multilateral trading facility other than the LSE such execution may be delayed by virtue of such market or facility being closed for business during Business Hours or a part thereof.

4. Transferring your Shares

(a) You may instruct us to transfer all of your Shares by completing and submitting an online instruction to us via the Computershare website. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with the Terms and Conditions of the Vested Share Account Service.

(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 your name in respect of the Shares transferred to you to your address as it appears on our records.

5. Sale Proceeds and Payment Methods

(a) If you instruct us to effect a sale of any of your Shares, we will remit any residual sale proceeds to your bank account the details of which are held on our records or to the Global Payment Service Provider (in accordance with your selected payment method) after deduction of Costs. For the avoidance of doubt, the remission of a direct credit via any means other than a UK BACS transfer will be

governed solely by the terms and conditions of the Global Payment Service.

(b) Should we incur problems making a payment to you pursuant to these terms and conditions, the sale proceeds will be held in a non-interest bearing designated client money bank account pending receipt of revised bank account details. We reserve the right to issue your payment in the form of a cheque (in the same currency as that in which the Shares sold are denominated) to you to 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.

(c) 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.

(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) We will not take into account any taxes for which you may be liable. It is your sole responsibility to report, and if applicable, make payment for taxation which may be levied on the sale or transfer of your Shares under the Service.

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.

(b) **We reserve the right not to accept and consequently not to 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.**

(c) We reserve the right not to accept instructions which have not been properly completed.

7. Our Fees

(a) Instructions are subject to the following commissions which shall be aggregated and deducted by us from the gross sale proceeds in respect of each sale of Shares executed as a result of your instructions:

- €20 in respect of any gross sale proceeds up to €2,500; plus
- 0.25% of any gross sale proceeds in excess of €2,500 up to and including €1,150,000 subject to a minimum of €25; plus
- 0.225% of any gross sale proceeds in excess of €1,150,000.

(b) We and/or the Broker are entitled to deduct the Costs from your sale proceeds.

(c) There shall be no fee charged in respect of a transfer of Shares executed as a result of your instructions.

(d) This charge may change from time to time and any change(s) to our charge will only apply to instructions received after notification of such change(s).

(e) 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 does not**

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 21 of the Supply of Goods and Services (Jersey) Act 2009; 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 member of the Company Group;
- the Broker;
- the Global Payment Service Provider; 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, halts of trading on an execution venue, 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) By its nature the internet is not an entirely reliable medium. The delivery time for instructions using the internet may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet and on third party providers. **We are not responsible for any delay in us receiving your instruction or any inability to use, interruption to or non-availability of our website which does not arise as a result of our negligence, wilful default or fraud.**

(m) The internet is not an entirely secure environment. For this reason, despite the security measures we operate we cannot guarantee that any message or instruction sent using the internet will not be capable of being intercepted, read or copied by an unauthorised third party or parties. **We are not responsible for unlawful interception of any message or instruction sent to us which does not arise as a result of our negligence, wilful default or fraud.**

(n) You must contact us immediately if you suspect that your Global ID or PIN has been disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, we will assume that any instructions received in electronic form which have been authenticated by your Global ID and PIN will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions.**

(o) You should be aware that from time to time the Service may not be available due to planned maintenance.

9. Contacting each other

(a) All notices and other communications should either be submitted via email to shellshareawards@computershare.co.uk or be addressed in writing to Computershare Nominees (Channel Islands) Limited c/o Computershare Plan Managers, Queensway House, Hilgrove Street, St Helier, Jersey, JE1 1ES. We can also be contacted by telephone on +44 (0)870 707 1430 operating hours are 08:30 to 17:30 (UK time) on Business Days.

(b) If you are resident in the UK, we will send all documents to your address as it appears in our records by domestic post. If you are resident outside the UK, we will send all documents to your address as it appears on our records by international post. We will send all email responses to your email address as it appears on our records.

(c) Computershare 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 Costs, it will be necessary for us to contact you to recover the shortfall.

(d) We and/or the Broker are entitled to deduct the Costs from your sale proceeds.

(e) You may not cancel or amend any market order instructions to sell Shares received by us during Business Hours. You may, however, cancel or amend any market order instructions to sell Shares received by us outside of Business Hours provided that you do so prior to opening of Business Hours on the next Business Day.

(f) You may not cancel or amend any instructions to transfer 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.

(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 an approved bank. 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 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 may cancel these terms and conditions with immediate effect, however, to the extent permitted by law and regulation any instructions that we have accepted prior to the Service being withdrawn will be completed.

(m) 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.

(n) 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 that have not settled prior to the Service being withdrawn will be completed.

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

(p) 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.

(q) We, the Global Payment Service Provider, 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 participants 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.

(r) 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 transmission and execution of client instructions by the Broker receiving these instructions from us.

(s) The parties to this agreement are you and us (the "parties").

(t) 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 (whether pursuant to the Vested Share Account Service or otherwise) 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 (Jersey) Law 2005:

- to any person if that person has legal or regulatory powers over us;
- to the Global Payment Service Provider or any person or body (including the Broker) 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

(a) We have a procedure to help us resolve all complaints from our clients 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 Nominees (Channel Islands) Limited, Queensway House, Hilgrove Street, St Helier, Jersey, JE1 1ES. 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.