

General Terms and Conditions for use of Shell DEPs Online.

1. The following expressions shall have the meanings specified in this Clause.
  - a. "SHELL" means SHELL GLOBAL SOLUTIONS INTERNATIONAL B.V. a Netherlands company having its registered office at Carel van Bylandtlaan 23, 2596 HR, The Hague, The Netherlands.
  - b. "Affiliate of SHELL" means Royal Dutch Shell plc and any entity other than SHELL which is at the time in question directly or indirectly controlled by Royal Dutch Shell plc. For the purpose of this definition an entity (i) directly controls another entity if it owns fifty per cent (50%) or more of the voting rights attached to the issued share capital of the other entity; and (ii) indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except the ultimate controlling entity) is directly controlled by one or more of the entities earlier in the series;
  - c. "DEP Licensee" means an entity other than SHELL or an Affiliate of SHELL which at the time in question obtained the right to use DEPs from SHELL for the purpose as agreed in writing between SHELL and the DEP Licensee.
  - d. "Company" means an entity that is entrusted by SHELL, any Affiliate of SHELL or any other DEP Licensee as agreed between SHELL and such DEP Licensee to execute work that requires the use of DEPs including any quotations for such work.
  - e. "Recipient" means SHELL, an Affiliate of SHELL, a DEP Licensee or a Company having the rights to access and use SHELL Information.
  - f. "DEP" means SHELL's Design and Engineering Practices, standard drawings, standard requisitions, standard forms, piping classes or any other SHELL technical standard distributed using this DEP Distribution System.
  - g. "the Purpose" means any work as may be entrusted by SHELL, any Affiliate of SHELL or any other DEP Licensee to RECIPIENT as agreed in writing between SHELL, such Affiliate of SHELL or any other DEP Licensee and RECIPIENT including any quotations for the activities;
  - h. "SHELL Information" means information relating to DEPs and any information in respect of the DEPs including any general knowledge of the business plans and/or activities of SHELL and/or any Affiliate of SHELL received or obtained by RECIPIENT either directly or indirectly from SHELL and/or any Affiliate of SHELL. Furthermore, the expression "SHELL Information" shall include the results, conclusions and findings of any evaluation or any other use by RECIPIENT of SHELL Information and any results of the Purpose .
2. I, being an employee of Recipient as defined above, agree both during and after my employment with Recipient not to
  - a. use the DEPs or other "Shell Information" through which I will have access to through access to this tool except solely for the Purpose, and
  - b. and not to disclose the same to any third party, nor to other employees of my company (including, for the avoidance of doubt, disclosure in any patent application or to any patent office).

The non disclosure requirement does not apply to disclosure to employees of my company that have been permitted access by SHELL to SHELL Information.

3. The provisions of Clause 2 above shall not apply to any SHELL Information which, at the time it is received or obtained by Recipient,
  - a. is lawfully known to Recipient without binder of secrecy; or
  - b. is publicly availableand shall cease to apply to any SHELL Information which, after it is received or obtained by me,
  - c. is received or obtained by me without restriction on disclosure from a source free to disclose it other than SHELL or an agent or Affiliate of SHELL or any other Recipient ; or
  - d. becomes publicly available through no act or omission on the part of me.The foregoing exceptions shall only be effective to the extent that I can prove the facts.
4. I agree that upon termination of my employment with Recipient
  - a. I will no longer use any Shell Information for any purpose , including any purpose for Recipient and,
  - b. I will promptly return to Recipient any Shell Information in my possession at that time and,
  - c. I will promptly deregister myself from this DEP Distribution System.
5. I further agree:
  - a. not to modify the DEPs in any way or form;
  - b. not to delete or obscure any copyright , trademark or other proprietary notice appearing in the DEPs or any other tangible materials forming part of the SHELL Information
  - c. not to circumvent or interfere with any security device embedded in the DEPs or other SHELL Information and/or the electronic media on or via which they are provided
6. To carry out the Purpose, I have the right :
  - a. to make copies of SHELL Information; and
  - b. to use, reproduce, transform or store any SHELL Information in a computer or electronic information retrieval system under control by Recipient.
7. If I receive a subpoena, order, notice or other legal process seeking disclosure of SHELL Information, I agree to immediately notify SHELL in order to allow SHELL the opportunity to oppose the order, notice or process, or seek a protective order. If requested by SHELL, I agree to co-operate fully with SHELL in contesting such disclosure. Except as such demand shall have been limited, quashed or extended, I may thereafter comply with such demand, but only to the extent required by law. Where a protective order is obtained by SHELL, nothing in this Agreement shall be construed to authorise me to use in any manner or disclose SHELL Information to third parties, including other employees of Recipient, other than such governmental or judicial agency or body or beyond the scope of the protective order.
8. At the request and option of SHELL, I agree to:
  - a. either destroy or return promptly to SHELL, or its nominee, all tangible records containing SHELL Information and excerpts and portions thereof and other information derived from SHELL Information, which are in my possession; and

- b. remove all SHELL Information and excerpts and portions thereof (including any backup copies) from any computer and/or other electronic storage system and in such case I agree to, if so requested by SHELL, provide independent auditor's confirmation of completion of such removal.
9. I agree not to construe anything in this Agreement as granting me a license under intellectual property rights of SHELL or an Affiliate of SHELL, or any rights in respect of SHELL Information other than those specifically set out herein. Furthermore, I confirm not to have any right to make any changes, modifications or enhancements to SHELL Information, or to create any derivative work from such SHELL Information.
10. I confirm that SHELL shall not be liable in negligence or otherwise for any loss, damage, cost and expenses arising from or in connection with the use made by me of any SHELL Information or any allegation that such use infringes any third party intellectual property right or otherwise.
11. I hereby certify that in exercising my rights and in carrying out my obligations under this Agreement, I will comply with all applicable governmental laws, regulations, decrees and orders governing the export and re-export of goods, technology, software and/or services, including, without limitation, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, the U.S. trade sanctions legislation administered by the U.S. Department of the Treasury and European Council Regulation (EC) No. 428/2009 and any amendments thereto. This clause shall survive the termination or expiry of this Agreement.
12. SHELL makes no representation and extends no warranty, express or implied, and assumes no responsibilities whatsoever with respect to the completeness, utility or accuracy of any SHELL Information; merchantability or fitness for a particular purpose; or the freedom from infringement of any third party intellectual property rights by RECIPIENT's use of SHELL Information.
13. I agree not to assign any of my rights or obligations arising from this Agreement without the prior written consent of SHELL.
14. This declaration and confirmation shall be governed by and constructed in accordance with the laws of the Netherlands and the Parties agree to submit to the exclusive jurisdiction of the courts in The Hague, the Netherlands on relation to any dispute arising out of or in connection with this Agreement (whether based in contract, tort (including negligence) or otherwise).
15. With regards to the personal data I provided when registering I understand and agree that:
  - a. the personal data will be held and processed for the purpose of my registration and accessing the DEP Distribution System unless otherwise indicated and,
  - b. my personal data will also be used to allow tracking – if so required - any unauthorized distribution of the DEP documents and,
  - c. the personal data will be controlled by SHELL and,
  - d. in order to process the personal data provided and otherwise for the purposes indicated, my personal data may be disclosed to other Shell companies irrespective of their location and to third party organizations providing administration, software or other services to SHELL irrespective of their location,
  - e. SHELL will ensure that my personal data is protected in accordance with the applicable Dutch Personal Data Protection Act. This will also be the case when data is transferred

to countries outside of the European Economic Area providing a different level of (legal) protection from that offered in the European Economic Area or do not have laws to protect personal data and,

- f. countries, to which my personal data have been transferred, may be provided on request and,
  - g. Once I have provided my personal data, I will have reasonable access to that information so I may change or delete it. I may do this by accessing my online profile and,
  - h. Since Shell is doing business globally, I may have previously provided Shell with personal data through reply cards, our call centers, or in some other manner. My decision not to register now will not affect the information I provided earlier. I have the option to unsubscribe to any online contact from Shell elsewhere or change my personal profile information and,
16. By submitting my personal data and registration I declare that:
- a. the information provided upon registration is complete and correct and,
  - b. I have read, understood and accepted these terms and conditions and,
  - c. that the information provided upon registration is complete and correct and,
  - d. I agree to the processing of my personal data and,
  - e. I agree to the transfer of my data to Shell companies and/or third parties processing my data on behalf of these Shell companies, irrespective of their location.