

CLEAN TEAM CONFIDENTIALITY AGREEMENT

This Clean Team Confidentiality Agreement (the *Agreement*) is entered into on 2 April 2015, by and between:

Royal Dutch Shell plc (*Shell*);

and

BG Group plc (*BG Group*).

Shell and BG Group are together referred to as the *parties* and individually as a *party*.

In connection with the possible offer by Shell (or a newly incorporated company formed at the direction of Shell) to acquire BG Group (the *Proposed Transaction*), the parties recognise that they will need access to competitively sensitive information of the other party to (i) carry out commercial due diligence in order to evaluate the Proposed Transaction; (ii) undertake a preliminary evaluation of regulatory clearance matters, including antitrust approvals; and (iii) undertake the relevant regulatory processes, including (but not limited to) the preparation of submissions to and responding to questions asked by antitrust and foreign investment authorities (the *Designated Matters*). Access to this information will be limited to certain employees of the parties (the *Clean Team*) and outside counsel and experts hired by the parties in connection with the Proposed Transaction and will not be accessible to other employees of the parties. The purpose of the Clean Team is to collect and analyse data that will be used solely for purposes of the Designated Matters and will be undertaken in a manner that is fully consistent with and in compliance with all relevant antitrust and competition laws and regulations.

Shell and BG Group have entered into a confidentiality agreement dated 31 March 2015 (the *Confidentiality Agreement*).

Any Confidential Information (as defined in the Confidentiality Agreement) provided by the parties for purposes of the Designated Matters that is competitively sensitive will be designated "Clean Team Only Information" and disclosure, sharing or use of such Clean Team Only Information is limited to that prescribed in this Agreement. Clean Team Only Information is defined at **Exhibit A**.

The parties recognise that Clean Team Only Information contains confidential information and acknowledge that its review is subject to the following terms and conditions:

1. "Clean Team Member" shall mean employees of the parties listed in **Exhibits B & C**, as such exhibits may be updated from time to time (*Clean Team Employees*).

2. The parties shall limit disclosure and access to Clean Team Only Information to Clean Team Members and outside counsel and experts hired in connection with the Proposed Transaction, and even then only to such extent as is reasonably necessary for the Designated Matters.
3. To the extent a Clean Team Member currently has direct responsibility for making decisions on sales, pricing, trading, marketing, production, research and development, business development and other commercially sensitive areas, in each case relating to LNG and/or domestic gas supply, this Clean Team Member temporarily will be quarantined from such decisions. To the extent information relating to other business areas is designated as Clean Team Only Information, in accordance with Exhibit A, the parties may agree to widen this provision to employees responsible for these types of decisions in relation to other products or services.
4. Each party and its Clean Team Members agree not to involve any Clean Team Member in, or return any Clean Team Member to direct responsibilities for, making decisions on sales, pricing, trading, marketing, production, research and development, business development and other sensitive areas (in each case relating to LNG and/or domestic gas supply): (i) for such time as the Proposed Transaction is underway; and (ii) should the Transaction not proceed, for a period of 12 months from the date at which they last had access to Clean Team Only Information. To the extent information relating to other business areas is designated as Clean Team Only Information, in accordance with Exhibit A, the parties may agree to widen this provision to employees responsible for these types of decisions in relation to other products or services.
5. For the avoidance of doubt nothing in this Clean Team Agreement will prevent in-house counsel of either Shell or BG Group who are Clean Team Members advising on any LNG and/or natural gas matter not connected with the Proposed Transaction provided no Clean Team Only Information is used for the purposes of that advice.
6. Clean Team Members will preserve the confidential nature of Clean Team Only Information in accordance with the provisions of the Confidentiality Agreement.
7. To the extent practicable, all requests for Clean Team Only Information shall be submitted in writing and transmitted via the parties' Legal Contacts as identified in paragraph 13. For the avoidance of doubt, where appropriate, Clean Team Only Information may be requested and exchanged in meetings and/or telephone calls between the outside and in-house antitrust counsel.
8. Clean Team Only Information will be used only in connection with the Designated Matters. No other use will be made of the Clean Team Only Information, it being recognised that each party reserves all rights to its Clean Team Only Information not expressly granted herein.

9. None of the underlying data provided to the Clean Team, and none of the analyses, findings, or recommendations of the Clean Team shall be shared with or provided to the parties, unless all Clean Team Only Information has been redacted or otherwise masked or until closing of the Proposed Transaction.
10. The Clean Team may report to the management of the parties its progress and conclusions with regard to the Designated Matters, subject to the obligation in paragraph 9 not to disclose Clean Team Only Information. It may obtain input from management and business representatives as needed to perform this joint analysis, provided that no Clean Team Member shall disclose to any non-Clean Team personnel any Clean Team Only Information.
11. All Clean Team Only Information will be kept secure and separate from other records, documents or information. The parties will take sufficient steps to firewall the Clean Team Only Information to ensure that non-Clean Team personnel cannot access information provided to, or analyses generated by, the Clean Team Members. Any breach or attempted breach of any of these rules will be reported to the party's respective Legal Contacts as soon as possible.
12. Clean Team Members will destroy or return to the other party any Clean Team Only Information in the event that (i) the Proposed Transaction does not proceed; or (ii) they cease to be Clean Team Member.
13. Each party will designate one or more Legal Contacts for the Clean Team. To the extent practicable in accordance with paragraph 6, all requests for information, clarification or advice to or from the Clean Team will be managed by the parties' respective Legal Contacts.

The Legal Contacts for Shell are:

Anne Riley
Shell Group Antitrust Counsel and Associate General Counsel

Kerry O'Connell
Associate, Slaughter and May

The Legal Contact for BG Group is:

Graham Vinter
General Counsel, BG Group

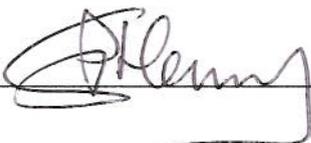
Rafael Piqueras
Associate, Freshfields Bruckhaus Deringer LLP

The parties may replace and/or specify additional Legal Contacts from time to time. Any change by a party of the Legal Contacts will be communicated in writing to the Legal Contacts of the other party.

14. This Agreement shall be effective as of the date hereof. The obligations under this Agreement will expire two years from the date of this Agreement except where expressly provided otherwise in the terms of this Agreement. Such expiry shall be without prejudice to any rights and liabilities which have accrued before termination or under any of paragraphs 14 to 17 (inclusive).
15. No failure or delay by the parties in exercising any right or remedy under this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall prevent any further exercise of it or the exercise of any other remedy. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
16. Except as specifically provided herein, this Agreement shall not affect or supersede the confidentiality obligations of the parties with respect to any other agreement(s) related to the Proposed Transaction (including the Confidentiality Agreement), all of which remain in full force and in effect.
17. This Agreement and any obligations in connection with this Agreement, contractual or non-contractual, shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

Shell

BY:  _____

BG Group

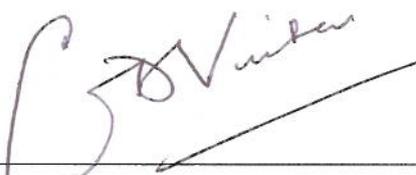
BY:  _____
G.D. VINTER

EXHIBIT A

Clean Team Only Information means the following:

Documents that discuss or relate to competitively sensitive information regarding LNG and/or domestic gas supply, such as:

- Recent, current, non-public, or future prices, costs, fee schedules, pricing policies, or plans;
- Recent, current, or future margins;
- Specifics of planned new products;
- Recent, current, or proposed company specific marketing plans, market evaluations, or strategic plans;
- Status of negotiations with, or intentions concerning, present or potential customers;
- Information about present customers, including contract terms, costs, prices (including pricing re-openers), profitability, marketing plans, product development plans, or other specific customer information;
- Recent, current, or future confidential research and technology programmes;
- Recent, current, or planned production and/or sales amounts; and
- Any other confidential business information that could be used to reduce competition.

Documents that discuss or relate to oil trading margins.

Other documents/information explicitly designated as Clean Team Only Information by one or both of the parties. In this case, the parties' Legal Contacts will agree whether or not such information is Clean Team Only Information.

For the avoidance of doubt, execution of this Agreement does not in itself authorise the exchange between Clean Team Members of the respective parties of all the types of information listed above and, to the extent practicable, each proposed exchange must be authorised in advance pursuant to paragraph 7 subject to the requirement that it is reasonably necessary for the Designated Matters.

EXHIBIT B

List of Shell Clean Team Employees

Clean Team Members, as defined in paragraph 1 above, for Shell are:

Employee	Title
Anne Riley	Associate General Counsel Antitrust Group Antitrust Counsel
Jenni Clark	Shell Senior Deal Lead
Peter Lorbeer	Shell Head of Legal Australia
David Rodi	Shell Senior Antitrust Counsel
Christine Tackage	Shell Antitrust Counsel
Bram Bosch	Shell Antitrust Counsel
Wim Riemens	Head of Corporate M&A
Neil Barrington-Johnson	Retired former Shell trading adviser, on contract to Shell

EXHIBIT C

List of BG Group Clean Team Employees

Clean Team Members, as defined in paragraph 1 above, for BG Group are:

Employee	Title
Graham Vinter	General Counsel, BG Group