



Shell Eastern Petroleum (Pte) Ltd
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CONFIDENTIAL

15 June 2012

Tan Ee Yang Michael
PRESENT

Dear Mr Tan

Shell Eastern Petroleum (Pte) Ltd (the "Company") is pleased to make you an offer of employment as a member of our senior staff. Your assignment with us will be as Legal Counsel - Environmental Products / LNG Singapore and you will commence employment on a date to be mutually agreed by us which shall not be later than 2 July 2012.

Your Parent Business/Function is Legal.

Our offer is subject to the terms herein and the necessary clearance that we may conduct and evaluate at our discretion.

The terms and conditions of your employment are set out in this letter.

1. Salary

You will be paid a monthly salary of S\$9,000 ("Salary") in Salary Group 4 and an Annual Wage Supplement (AWS), which currently stands at three months' salary on completion of each calendar year of service (prorated for the number of days of service in that calendar year). For this purpose, the term "calendar year" refers to a period from January to December. In addition, a variable bonus may be paid as an additional bonus. Such variable bonus and the quantum including time and conditions of payment shall be at the Company's absolute discretion and in accordance with its prevailing policy.

Monthly salary will be paid in advance, on or around the 18th day of the month, in respect of services rendered in that calendar month. Where the date of commencement of employment is after the 15th of the month, the pro-rated amount of your monthly salary for the first incomplete month of service will be paid together with the following month's salary, on or around the 18th day of the following month.

You are required to contribute to the Central Provident Fund. The Company will also make the necessary contributions in accordance with statutory requirements.

2. Income Tax

It will be your responsibility to complete and file your Income Tax Returns. All taxes will be for your account and you shall pay the same as required promptly.

3. Working Hours

Your usual hours-of-work is a 42-hour week Monday to Friday. However in order to perform your job effectively, you may be required to work additional hours as appropriate. The salary specified in this contract is deemed to cover payment for the overall performance of the job and overtime will not be payable.

4. Transferability

You are initially engaged for work in the Legal - Trading Gas & Power / LNG (WONA) Department but it is a condition of your employment that the Company may at any time transfer you for service either to another department or business or worksite within the company and/or with any of the Shell Group of Companies in Singapore or elsewhere. If you are transferred in this way, the same terms and conditions of service will continue to apply unless you are notified otherwise.

For the avoidance of doubt, if you are transferred to, or have been transferred from any other Shell Group company in Singapore and employer contributions to the Central Provident Fund is payable in accordance with the local statutory requirements, the statutory limits on the maximum amount of employer contributions payable for that year will continue to apply regardless of any change in employing company. The contributions of the Shell Group companies will be aggregated in calculating whether the maximum amount of CPF payable has been reached.

5. Probation

There shall be a probation period of 12 months from commencement of service. The Company may at its option but without any obligation confirm you in service at any time during or at the expiry of the probation period.

6. Termination

- 6.1 Either party can terminate the contract of employment by giving to the other at least one month's notice in writing during the probation period, or at Company's option, with payment of one month's Salary in lieu of such notice period or prorated for part thereof. After you have been confirmed, clause 6.2 will apply to termination and notices.
- 6.2 Either party may terminate this contract of employment by giving to the other at least three months' notice in writing, or at the Company's option, with payment of three months' Salary in lieu of such notice period or prorated for part thereof. This period of notice excludes any accrued leave to which you may be entitled.
- 6.3 The term "Salary" as used in this clause shall refer to the remuneration referred to in clause 1 only.
- 6.4 Termination of the contract of employment shall be without prejudice to accrued rights of the parties prior to termination.
- 6.5 At any time during the period of notice of termination (whether given by the Company or yourself) the Company shall have the right in its absolute discretion to assign you to act at

the direction of the Company including reduced or no duties, and/or not to transact any business on behalf of the Company and requiring you to refrain from entering its premises and/or from discussing its affairs with the Company's employees, agents, clients or customers.

- 6.6 You are reminded that during the period of notice of termination you remain an employee of the Company and are subject to your duties and obligations as employee. During this period, your entitlement to salary and other contractual benefits will continue subject always to the relevant scheme or policy relating to such benefits, and terms/conditions of employment.
- 6.7 You shall immediately return to the Company all documents and other materials belonging to the Company and associated/affiliated companies containing confidential information as well as all property belonging to Company or any associated/affiliated company. For the avoidance of doubt, at all times during such period you shall continue to be bound by the same obligations to the Company as arising prior to the commencement of the notice period.

7. Confidential Information

During the course of your employment you may become aware of or have access to information and material that are secret and confidential to the Company or its associated/affiliates, and make or participate in the making of inventions.

All such information, materials and intellectual property (including inventions, trade or service marks, patents, trade secrets) are the private and absolute property of the Company or its associated/affiliates, and must be treated as such by you. A condition of your employment with the Company is that you read, sign and return the attached Confidentiality Agreement (Attachment 1) between yourself and the Company, and that you comply with the provisions therewith. Termination of your employment with the Company will not relieve you of the obligations arising under the Confidentiality Agreement.

8. Conflicts of Interest

As you have been engaged on full time service, any outside activity resulting in financial gain can only be undertaken by you with the prior written approval of the Company.

While you are free to pursue activities of a non-pecuniary nature, such activities should however not conflict with the interest of the Company or impose on the Company's time. If you intend to serve any local statutory, political or public body as an elected or appointed official of such a body, you should obtain prior written approval of the Company. A condition of your employment with the Company is that you read, sign and comply with the attached document on Conflict of Interest (Attachment 2) between yourself and the Company. You may be required from time to time in the course of your employment to make declarations to the Company and/or its associated/affiliates in this regard where required.

9. Shell General Business Principles / Health, Safety, Security & Environment and Compliance Issues

- 9.1 The Shell General Business Principles (SGBP) reaffirms the business principles that govern how each Shell company conducts its affairs. A condition of your contract is that you read and understand the SGBP, and act in compliance with them. Attachment 3 contains a copy of the SGBP and the Business Guide for your reference and you acknowledge that they are subject to updates and revisions.

HSSE is a key consideration in all Shell Companies, with all employees expected to adopt safe working practices and to contribute to the achievement of HSSE objectives at their work locations.

The Company has adopted various policies with a view to protecting the health of employees in the workplace. Copies of all policy statements and related guidelines, as added, amended and updated from time to time, which all employees are required to observe, will be given to you when you start your assignment with the Company and are also posted in the Company website which you are encouraged to review regularly.

- 9.2 You are expected to comply with all the Company's policies in force at this time and made known to you which may from time to time, be amended by the Company.

10. Interpretation

- 10.1 All Attachments referred to above form an integral part of this contract.
- 10.2 The headings of the clauses or sub-clauses herein are for convenience only and shall not be taken into consideration in the interpretation thereof or of the employment contract.
- 10.3 This letter shall be interpreted and shall take effect in accordance with the laws of Singapore.

In acceptance of our offer of employment, please sign and return the duplicate of this letter and attachments as required.

We wish you every success in your career with us.

Yours sincerely



Diane Poo

HR ACCOUNT MANAGER

I, _____, having read the foregoing letter and attachments, accept, employment with you on the terms and conditions set out therein and I agree to be bound by these terms in all respects.

I confirm in particular that I have read the Shell General Business Principles and I undertake to abide by the letter and spirit of those Principles accordingly in the execution of my duties.

Signed by: _____

NRIC: _____

Date: _____

ATTACHED:

Attachment 1

Attachment 2

Attachment 3

Attachment 4