



XL Group
Insurance
Reinsurance

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July 16, 2013

Mr. Stephen Catlin
Catlin Group Limited
5th Floor, Washington House
16 Church Street
Hamilton HM11
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CONFIDENTIALITY AGREEMENT

Ladies and Gentlemen:

In order to allow XL Group plc and/or its subsidiaries, affiliates, related and successor companies (collectively, "XL") and Catlin Group Limited and/or subsidiaries, affiliates, related and successor companies ("Catlin"), hereinafter collectively referred to as the "Parties" and individually as either "Recipient Party" or "Disclosing Party," as applicable, to discuss certain confidential matters related to XL and Catlin (the "Matter"), the parties agree to be mutually bound by the terms and conditions of this confidentiality agreement (this "Agreement") with respect to the Proprietary Information (as hereinafter defined) furnished by Recipient Party to Disclosing Party.

Recipient Party agrees to treat as confidential all non-public and proprietary information of Disclosing Party, furnished in connection with the Matter prior to or following the date of this Agreement by Disclosing Party, its directors, officers, employees, affiliates, agents or advisors (the "Representatives") relating to Disclosing Party, regardless of the manner in which it is so furnished, together with any analyses, compilations, data, studies or other documents or records, whether of an oral, written or electronically retrievable nature, prepared by Recipient Party or its Representatives, that contain or otherwise reflect or are generated from such non-public and proprietary information so furnished (collectively, the "Proprietary Information"). Recipient Party shall limit the possession and use of the Proprietary Information to Recipient Party's Representatives on a "need-to-know" basis.

Recipient Party shall cause its Representatives who obtain or gain access to the Proprietary Information to treat such information in a confidential manner in accordance with the terms and conditions of this Agreement. In any event, Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives.

Proprietary Information does not include, however, information that (a) is or becomes generally available to the public through no fault or action by Recipient Party or its Representatives; (b) was available to Recipient Party on a non-confidential basis prior to its disclosure by Disclosing Party; (c) is independently developed by Recipient Party; or (d) becomes available to Recipient Party on a non-confidential basis after the date hereof from a third party which was not known by Recipient Party to be subject to a confidentiality agreement with Disclosing Party and which is not otherwise prohibited from transmitting the information to Recipient Party.

Recipient Party agrees that the Proprietary Information will be used solely for the evaluation of the Matter, and further that it will not, and will direct its Representatives not to, disclose to any person (a) the Proprietary

Information, (b) the existence of this Agreement or the fact that the Proprietary Information has been made available to Recipient Party or that Recipient Party has inspected any portion of the Proprietary Information or (c) any information about the Matter, or the terms or conditions or any other facts relating thereto (including without limitation that discussions or negotiations are taking place with respect thereto), including the names of the Parties or their Representatives or any facts that would reasonably identify such Parties or any of their Representatives, for any reason or purpose whatsoever, unless Disclosing Party has consented in writing to such disclosure or except as required by law, order, decree, regulation or governmental agency request.

In the event that Recipient Party is required by applicable law or regulation, the rules of any stock exchange or by legal process, to disclose any of the Proprietary Information or the matters referred to in (b) and (c) of the preceding paragraph, Recipient Party agrees that it will provide Disclosing Party with prompt written notice of such request(s), if it is legally permitted to do so, prior to the required disclosure and Disclosing Party shall use reasonable efforts to seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained and a waiver hereunder is not received, Recipient Party shall disclose only that portion of the Proprietary Information or the matters referred to in (b) and (c) of the preceding paragraph which Disclosing Party's legal counsel determines is legally required and shall use its best efforts to obtain assurances that confidential treatment will be accorded to such Proprietary Information and such other information.

This Agreement shall expire upon the second anniversary of the date first written above. Notwithstanding the foregoing, upon the prior written request at any time by Disclosing Party or the expiration of this Agreement, whichever occurs first, Recipient Party will destroy promptly all documents furnished and will not retain any copies, extracts or other reproductions in whole or in part of any Proprietary Information or such documents. Any other Proprietary Information prepared by Recipient Party or its Representatives shall be destroyed and no copy thereof shall be retained. Upon request, Recipient Party shall certify within 30 days of receipt of notice that it has destroyed all Proprietary Information and such documents. Notwithstanding the foregoing, Recipient Party shall (a) abide by the terms of this Agreement until its termination and (b) be entitled to retain that portion of the Proprietary Information (i) for legal or regulatory purposes or (ii) to the extent that it is "backed up" on its electronic management and communications systems servers, is not to its knowledge available to an end user and cannot be expunged without extraordinary effort. Any retained Proprietary Information will continue to be treated as confidential on the terms hereof.

The Disclosing Party is and shall remain the owner of all Proprietary Information disclosed by it hereunder, including all patent, copyright, mask work, trademark, service mark, trade secret and all other proprietary rights and interests therein. Under no circumstances shall the Recipient Party file an application for patent, industrial design, utility model, or equivalent protection, anywhere in the world, which is based upon, uses, references or discloses Proprietary Information disclosed to the Recipient Party hereunder. The Parties agree and understand that, notwithstanding any pending or future disputes between them or any claims relating to or arising from such disputes, that the provision of the Proprietary Information is not intended to and should not be construed as a waiver of any confidentiality, privilege or protection over such material for any other purpose and such confidentiality, privileges and protections are expressly reserved.

Any breach or threatened breach of this Agreement shall constitute a breach that may cause irreparable injury, not readily measurable in money, and for which Disclosing Party, without waiving any other rights or remedies at law or in equity, shall be entitled to injunctive relief or other equitable relief. Any such right or remedy and any and all other rights or remedies provided for herein shall be cumulative and not exclusive and in addition to any and all other rights or remedies that Disclosing Party may have under this Agreement or otherwise.

Neither Disclosing Party nor its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Proprietary Information. This Agreement, as well as the disclosure or receipt of any Proprietary Information, does not create or imply any promises, obligations or intentions to (a) make any purchase, sale or commitment, (b) engage in any transactions or undertakings or (c) refrain from engaging in any transactions or undertakings with third parties.

Except as expressly set forth herein, each of the Parties shall be responsible for its own costs and expenses associated with the subject matter of this Agreement.

Each Party hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters that are the subject of this letter, that the U.S. securities laws and U.K. securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters that are the subject of this letter from purchasing or selling securities of that company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Recipient Party agrees not to, and will procure that its Representatives will not, trade Disclosing Party's securities based on the Proprietary Information or any other information about the Matter.

It is further understood and agreed that no failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No modification, amendment or waiver of this Agreement shall be binding unless it is in writing and signed by each of the Parties. There are no third party beneficiaries to this Agreement.

This Agreement shall be governed in accordance with the laws of New York, without giving effect to conflict of law principles.

This Agreement may be executed in counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument. This Agreement constitutes the entire and only agreement between the Parties relating to the confidentiality of information and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement which will constitute our agreement with respect to the subject matter hereof.

The parties agree that this Agreement may be signed with an electronic signature or by email, that such signatures shall be valid and binding for all purposes and hereby waive any objection to use of an electronic version of this agreement as a substitute for the original for any legally recognized purpose.

Very truly yours,

XL GROUP PLC

By: Kirstin Gould

Name: Kirstin Gould
Title: EVP, General Counsel & Secretary

ACCEPTED AND AGREED:

CATLIN GROUP LIMITED

By: Stephen Catlin
Name:
Title:

STEPHEN CATLIN

C.E.O.

