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Standard Chartered PLC Rights Issue Guide

For shareholders holding shares
through Computershare
Company Nominees Limited
(the Standard Chartered PLC “ShareCare
Nominee Account”)

THIS DOCUMENT AND THE ACCOMPANYING FORM OF ELECTION ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION.

In connection with a rights issue (the “Rights Issue”) by Standard Chartered PLC (“Standard Chartered” or the “Company”), you have been allocated a number of “Rights” to acquire ordinary shares of US\$0.50 each in the Company (the “Ordinary Shares”). The accompanying Form of Election (“FOE”) sets out the number of Ordinary Shares you owned on 19 October 2010 and the number of Rights that have been allocated to you. These Rights represent the number of new Ordinary Shares (the “New Ordinary Shares”) you are entitled to buy at 1,280 pence per New Ordinary Share under the Rights Issue.

This document is not an offering circular or prospectus but an advertisement and investors must neither accept any offer for, nor acquire, any securities referred to in this document, except on the basis of the information contained in the Prospectus and the FOE. This document does not constitute an offer or invitation to sell or the solicitation of, or an invitation to induce, an offer to buy or subscribe for, any securities and cannot be relied upon for any investment contract or decision. Copies of the Prospectus are available at <http://investors.standardchartered.com>, and can also be obtained from the Company’s share registrar, Computershare Investor Services PLC. This document does not constitute a recommendation regarding the securities of Standard Chartered PLC.

This document is not a summary of the Prospectus or the FOE and should not be regarded as a substitute for reading the full Prospectus and FOE. You should read the Prospectus for detailed information about the Rights Issue before deciding whether or not to invest in the nil paid rights, fully paid rights or New Ordinary Shares.

You have various options available to you which have different deadlines. **You can make your elections online using the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue or by returning a completed FOE and a cheque or banker’s draft.**

If you are in any doubt as to the action you should take, you are recommended to seek immediately your own personal professional advice.

If after reading the enclosed documents you have any further questions, please call our Shareholder Helpline on the numbers set out below. The helpline is available from 6.00 a.m. to 5.30 p.m. (UK time) Monday to Friday and will remain open until 19 November 2010.

Shareholder Helpline telephone numbers:

0870 702 0138 (from inside the UK) or +44 870 702 0138 (from outside the UK)

For legal reasons, the Shareholder Helpline will be unable to give advice on the merits of the Rights Issue or to provide financial, tax or investment advice.

If you sell or transfer or have sold or otherwise transferred all of your existing Ordinary Shares (other than “ex-rights”) before 22 October 2010 (the “Ex-Rights Date”), please forward this document together with the accompanying FOE, as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected. However, these documents should not be distributed, forwarded or transmitted in or into any jurisdiction in which such act might constitute a violation of the relevant laws of such jurisdiction, including, but not limited to the United States, Canada, India or South Africa. If you sell or have sold or transferred only part of your holding of existing Ordinary Shares (other than “ex-rights”) before the Ex-Rights Date, please call the shareholder helpline.

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What is happening?

Standard Chartered is raising approximately £3,258 million of new capital (net of expenses) through what is called a “Rights Issue”.

What is enclosed with this Guide?

- A Form of Election (“FOE”) – the form you can return to tell us if you want to take up some or all of your Rights to buy New Ordinary Shares or otherwise deal with your Rights. **If you use the Computershare online facility, you do not need to return your FOE.**
- A prepaid business reply envelope to return your FOE.

Computershare online facility

You can use the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue to take up some or all of your Rights, effect a Cashless Take-Up or sell all of your Rights. Under this option you do not need to return a FOE or a cheque/banker’s draft but can instead make your application online. You will need the SRN and entitlement number printed on your FOE to log in. You will also need a valid debit card issued by any of VISA Debit, VISA Electron, Maestro, Solo, Laser or JCB to make any required payment.

Rights Issue Prospectus

The Prospectus is available at the Company’s website at:
<http://investors.standardchartered.com>

Copies can also be obtained from the Company’s share registrar in England, Computershare Investor Services PLC (telephone from inside UK: 0870 702 0138 or +44 870 702 0138 from outside the UK).

What should I do now?

Please read the Prospectus which has been made available to you on the Company’s website and the FOE which was sent with this Guide.

Use this Guide to help you understand your options under the Rights Issue and how to complete your FOE. Part A of this Guide sets out various questions and answers in relation to the Rights Issue.

You have a number of options:

Option 1: Take up all of your Rights

Option 2: Take up some of your Rights through **Cashless Take-Up**

Option 3: Sell all of your Rights

Option 4: Do nothing (let your Rights lapse)

Option 5: Other actions

You can apply for Options 1, 2 or 3 or take up some of your Rights under Option 5 online using the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue

This Guide and the enclosed FOE are for use only by persons who hold Ordinary Shares through Computershare Company Nominees Limited (the Standard Chartered PLC “ShareCare Nominee Account”). Persons holding Ordinary Shares on the UK or Hong Kong register should refer to the guides entitled “For members holding shares in their own name on the register of members in the United Kingdom and issued with a Provisional Allotment Letter” and “For shareholders holding shares in their own name on the register of members in Hong Kong and issued with a Provisional Allotment Letter”, respectively.

**IF YOU DO NOT WISH TO TAKE UP ANY OF YOUR RIGHTS,
YOU NEED TAKE NO ACTION.**

- 1. What is a Rights Issue?** Standard Chartered is raising approximately £3,258 million of new capital (net of expenses) through what is called a “Rights Issue”. A Rights Issue is a way for companies to raise additional money. Companies do this by giving their existing shareholders a Right to acquire further shares in proportion to their existing shareholdings.
- 2. Why is Standard Chartered undertaking the Rights Issue?** A full description of the reasons for the Rights Issue is set out in the Prospectus. The Prospectus is available on the Company’s website at <http://investors.standardchartered.com>. Recent announcements made by the Company are available on the same website. Printed copies of the Prospectus are also available on request from Computershare Investor Services PLC in the UK.
- 3. What is being offered?** Certain shareholders (see question 4 below) are being offered the opportunity to buy 1 New Ordinary Share for every 8 Ordinary Shares that they held through the ShareCare Nominee Account on 19 October 2010 (the “Record Date”) at a price of 1,280 pence per New Ordinary Share.

The issue price of 1,280 pence per New Ordinary Share represents a discount of approximately 32.93 per cent to the closing middle-market quotation as derived from the London Stock Exchange’s Daily Official List of 1,908.50 pence per Ordinary Share on 12 October 2010, the last business day before the announcement of the Rights Issue, and a discount of approximately 30.38 per cent to the theoretical ex-rights price based on that closing price.
- 4. Am I a Qualifying Shareholder?** If your name is on the enclosed FOE, unless you have sold all your Ordinary Shares (other than ex-rights) shown in Box 1 on your FOE prior to the Ex-Rights Date, you are a Qualifying Shareholder and are entitled to acquire New Ordinary Shares. You have been sent a FOE because, as at the Record Date, you were a shareholder in Standard Chartered and held your shares through the ShareCare Nominee Account.

Shareholders with a registered address in the United States, Canada, India or South Africa are not entitled to participate in the Rights Issue. Shareholders resident outside the United Kingdom, Republic of Ireland, France and Hong Kong are responsible for complying with any applicable legal requirements in their own jurisdictions in relation to the Rights Issue.
- 5. How many New Ordinary Shares am I entitled to acquire?** The number of New Ordinary Shares that you are entitled to acquire is set out in Box 2 of your FOE. This number was determined by dividing the number of Ordinary Shares you held on the Record Date by 8 (on the basis of 1 New Ordinary Share for every 8 Ordinary Shares held by you on that date), then rounding down to the nearest whole number.

For example, if you held 120 Ordinary Shares on the Record Date, you would be entitled to acquire 15 New Ordinary Shares at 1,280 pence each. This would cost a total of £192. The amount you need to pay if you want to take up your right to acquire all the New Ordinary Shares provisionally allocated to you is shown in Box 3 on your FOE.

Fractions of New Ordinary Shares have not been allotted to Qualifying Shareholders, but will be aggregated and, if possible, sold in the market with the net proceeds of such sales accruing for the benefit of Standard Chartered.
- 6. What currency and form of payment can I use to take up my Rights?** Full instructions on how payments can be made are set out in your FOE and at www.computershare.com/standardcharterednomineerightsissue if you want to use the Computershare online facility. The instructions are summarised in Part C of this Guide. Payments by shareholders on the UK register (wherever resident) to take up Rights must be made in Pounds Sterling. Where your bank account is in a different currency, you will incur foreign exchange transaction costs on payments made. Cheques or banker’s drafts must be drawn on an account at a branch (which must be in the United Kingdom, the Channel Islands or the Isle of Man) of a bank or building society which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and banker’s drafts to be cleared through facilities provided by either of these companies. Payments in cash or by electronic transfer will not be accepted.

Shareholders on the UK register may also take up Rights by means of Cashless Take-Up.

7. What options do I have? You can choose one of 5 options:

Option 1: Take up all of your Rights and make a payment

- You can take up all or some of your Rights online by following the instructions for taking up all or some of your Rights using the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue. You will receive an e-mail confirmation once you have completed the process for taking up your Rights online and a second e-mail confirmation after your payment has been processed.
- You can also take up all of your Rights by sending Computershare Investor Services PLC a cheque or banker's draft as explained in your FOE.
- If you choose to take up all of your Rights to New Ordinary Shares, the proportion of the total number of Ordinary Shares in the Company that you will hold after the Rights Issue will be the same as it was before the Rights Issue, therefore your shareholding in the Company will not be diluted (subject to fractions).

Option 2: Take up some of your Rights through **Cashless Take-Up**

- You have the option to elect for Computershare Investor Services PLC to sell some of your Rights in order to take up your remaining Rights. This is known as 'Cashless Take-Up' because you are able to use the funds raised through the sale of some of your Rights to pay for the remaining Rights without having to pay any additional money.
- The sale price, and therefore the number of New Ordinary Shares you will receive, is not guaranteed as it depends on the market price of the Rights at the time of sale.
- You can apply for the Cashless Take-Up online by following the instructions for Cashless Take-Up using the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue. You will receive an e-mail confirmation once you have completed the process for applying for Cashless Take-Up online.
- You can also apply for the Cashless Take-Up by ticking Box 4 on your FOE.
- Computershare Investor Services PLC will charge you a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10) for this Service (which fee will be deducted from your sale proceeds). In addition, any cash balance of less than £5.00 which cannot be used to purchase New Ordinary Shares will not be returned to you. **Please refer to the terms and conditions in Part B of this Guide.**

Option 3: Sell all of your Rights (through the Computershare Dealing Facility)

- You can ask Computershare Investor Services PLC to sell all of your Rights. If you decide to sell all of your Rights, the number of Ordinary Shares you hold in the Company will stay the same, but the proportion of the total number of Ordinary Shares that you hold following the Rights Issue will be lower (i.e. your shareholding in the Company will be diluted).
- The value of your Rights and the price at which they may be sold depends on market conditions at the time of sale. Your Rights may not have any value, in which case you will not receive any payment.
- You can instruct Computershare Investor Services PLC to arrange for the sale of all of your Rights by following the instructions for the sale of Rights using the Computershare online facility at www.computershare.com/standardcharterednomineerightsissue. You will receive an e-mail confirmation once you have completed the process for instructing Computershare Investor Services PLC to sell your Rights online.
- You can also sell all of your Rights by ticking Box 5 of your FOE.
- Computershare Investor Services PLC will charge you a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10) for selling all of your Rights (which fee shall be deducted from your sale proceeds). **Please refer to the terms and conditions in Part B of this Guide.**

Option 4: Do nothing (let your Rights lapse)

- If you do not return your FOE or make an online election, your Rights to New Ordinary Shares will lapse on 5 November 2010. The New Ordinary Shares that your Rights entitled you to acquire will be offered for sale and any premium obtained over the issue price and the expenses of the sale will be paid to you by cheque (provided that the amount exceeds £5.00).

- Any net proceeds will be paid to you in pounds sterling.

Option 5: Other actions

- You can also take up some of your Rights by completing Boxes 6 and 7 on your FOE and sending Computershare Investor Services PLC a cheque as explained in your FOE.
- You can also withdraw from the ShareCare Nominee Account in order to have your Rights allotted to you in your own name so as to give you further options. This cannot be done online. If you require further information, please call the Shareholder Helpline at the number indicated on the front of this Guide.

Apply online at www.computershare.com/standardcharterednomineerightsissue

- You may apply for any of Options 1, 2 or 3 or take up some of your Rights under Option 5 above without sending us a FOE or cheque/banker's draft by following the instructions at www.computershare.com/standardcharterednomineerightsissue. You will need the SRN and entitlement number printed on the front of your FOE to log in. You will also need a valid debit card issued by any of VISA Debit, VISA Electron, Maestro, Solo, Laser or JCB. The relevant debit card must be registered at the address of the ShareCare member or, in the case of joint members, at the address of the first named member, in each case as shown on the ShareCare register of members. The Computershare online facility can only be used to make payments of up to £99,500, and multiple payments cannot be made. You will receive an e-mail confirmation once you have made a valid election using the Computershare online facility and a second e-mail confirmation after any payment you make has been processed.

8. What are "Rights"?

Each "Right" allocated to you is a right to acquire New Ordinary Shares under the Rights Issue. The total number of Rights you have been allocated is shown in Box 2 on your FOE. If you are entitled to acquire 10 New Ordinary Shares, you have been allocated 10 Rights. A Right in respect of which no payment has been made is a "Nil Paid Right" and a Right in respect of which payment in full has been made is a "Fully Paid Right".

9. What does "take up" mean?

To "take up" means to exercise a Right to acquire a New Ordinary Share at 1,280 pence per New Ordinary Share under the Rights Issue.

10. What does "lapse" mean?

To "lapse" means to expire. If you do not return a properly completed FOE or make an online application using the Computershare online facility by 11.00 a.m. on 4 November 2010, your Rights to New Ordinary Shares will lapse, or expire, and you will no longer be entitled to take up, sell or otherwise deal with your Rights. The New Ordinary Shares that your Rights entitled you to acquire will be offered for sale and any premium obtained over the issue price and the expenses of the sale will be paid to you by cheque (provided that the amount exceeds £5.00). There is no guarantee that it will be possible to find other people to acquire the New Ordinary Shares which your Rights entitled you to acquire at a price that would result in any payment to you.

11. Will I have to pay any charges under any of the options?

There will be no charge for taking up your Rights. As payments must be made in pounds sterling, where your bank account is in a different currency, you will incur foreign exchange transaction costs on payments made.

Alternatively, you may instruct Computershare Investor Services PLC to arrange to sell some of your Rights so that you may then use the proceeds to take up the remainder, referred to as "Cashless Take-Up" (Option 2) or to sell all of your Rights (Option 3) by using the Computershare online facility or by ticking the relevant box on your FOE. Computershare will charge you a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10) for either of these services.

12. If I decide to sell my Rights, how much money will I receive?

The price you receive for your Rights will depend on the market price for Rights at the relevant time. Please be aware that the market price for Rights is different from the issue price of the New Ordinary Shares under the Rights Issue and the price obtained may be higher or lower than the price received if your Rights lapse. The market price for Rights reflects the value the market places on the Rights.

For example:

- If the market price of the Ordinary Shares is 1,908.50 pence, the value of each Right may be somewhere in the region of 628.5 pence, reflecting the difference between the issue price of a New Ordinary Share (1,280 pence) and the market price of an Ordinary Share.
- If the market price of the Ordinary Shares is less than 1,280 pence, the Rights are unlikely to have any value and you may not be able to find a buyer for them.

You can check the current price of Rights at <http://investors.standardchartered.com>.

It is possible that you will receive little or no proceeds from the sale of some or all of your Rights. It is also possible that, depending on the market price for Rights at the relevant time, Computershare Investor Services PLC may not be able to sell your Rights. If your Rights are not sold, they will lapse on 5 November 2010. If possible, the New Ordinary Shares that your Rights entitled you to acquire will be offered for sale and any premium obtained over the issue price and the expenses of the sale will be paid to you by cheque (provided that the amount exceeds £5.00). There is no guarantee that it will be possible to find other people to acquire the New Ordinary Shares which your Rights entitled you to acquire at a price that would result in any payment to you.

If you instruct Computershare Investor Services PLC to sell your Rights on your behalf, Computershare Investor Services PLC will combine your Rights with the Rights of other shareholders and sell them all together but reserves the right to place separate trades. This may result in a more or less favourable price than if your Rights had been sold separately.

If you withdraw from the ShareCare Nominee Account and have your Rights allotted to you in your own name, you may sell your Rights through a broker rather than Computershare Investor Services PLC and this may result in your receiving a different amount.

13. If I decide to sell my Rights, when will I receive the proceeds?

If you instruct Computershare Investor Services PLC to arrange to sell some of your Rights so that you may then use the proceeds to take up the remainder (Option 2), Computershare Investor Services PLC will sell some of your Rights and use the remaining proceeds (less Computershare Investor Services PLC's charge, being a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10)) to purchase your remaining Rights.

If you instruct Computershare Investor Services PLC to sell all of your Rights (Option 3), Computershare Investor Services PLC will (if it is able to sell your Rights) send you a cheque for the proceeds (less Computershare Investor Services PLC's charge, being a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10)) by 5 November 2010.

If your Rights lapse, the New Ordinary Shares that your Rights entitled you to acquire will be offered for sale and any premium obtained over the issue price and the expenses of the sale will be paid to you by cheque (provided that the amount exceeds £5.00). There is no guarantee that it will be possible to find other people to acquire the New Ordinary Shares which your Rights entitled you to acquire at a price that would result in any payment to you.

14. Are there any tax implications I need to consider?

If you have any questions on the tax implications of taking up or dealing with your Rights, you should obtain independent professional advice. Standard Chartered PLC cannot provide any tax or other investment advice in relation to the Rights Issue.

15. When will I receive my New Ordinary Shares?

If you take up some or all of your Rights (under Options 1, 2 or 5), your New Ordinary Shares will be held through the ShareCare Nominee Account on your behalf. You will be sent a statement by 12 November confirming the number of Ordinary Shares you hold through the ShareCare Nominee Account following the Rights Issue.

- 16. Will I be better off selling my Rights or letting them lapse?** This is your own investment decision. The amount (if any) you will receive if you sell your Rights yourself or allow them to lapse will depend on the market price at the relevant time. Neither Standard Chartered nor Computershare Investor Services PLC can advise you in relation to the Rights Issue. Please obtain independent financial advice if you would like advice on how to deal with your Rights.
- 17. What do I need to do next?** Once you have decided what you wish to do with your Rights (i.e. which option you wish to take), you should refer to Part C for help completing your FOE or, if you wish to use the Computershare online facility, you should go to www.computershare.com/standardcharterednomineerightsissue. You will need the SRN and entitlement number printed on the front of your FOE to log in. You will also need a valid debit card issued by any of VISA Debit, VISA Electron, Maestro, Solo, Laser or JCB to make any required payment.
- If you use the Computershare online facility, once your instruction has been lodged, your FOE will become void and cannot be used to lodge a further instruction via the post.
- Unless you wish to let your Rights lapse, you must complete and return the FOE by post or deliver it in person to Computershare Investor Services PLC or, if you are applying online, follow the instructions for the Computershare online facility, before the relevant deadline. A prepaid business reply envelope has been provided to shareholders in the UK if they wish to return FOEs by post. **Please note that different options have different deadlines.** Please read and complete your FOE carefully and please ensure that you post or deliver your completed FOE in plenty of time to meet the relevant deadline. If you choose to apply online, please follow the on-screen instructions at www.computershare.com/standardcharterednomineerightsissue in time to meet the relevant deadline.
- 18. What happens if I don't return my FOE and payment (if applicable) in time?** The Rights Issue process must run according to a strict timetable. If your completed FOE and payment (if applicable) is received after the relevant deadline, your election will not be processed and your Rights will lapse. If you are posting your FOE and payment (if applicable), it is recommended that you allow sufficient time for delivery before the relevant deadline. If you are applying online using the Computershare online facility, if your instructions and any payment are not received by the relevant deadline, your election will not be processed and your Rights will lapse.
- Please note that all items sent to, by, from or on behalf of a shareholder are sent entirely at the shareholder's own risk.
- 19. What happens if my payment for taking up Rights fails?** If your cheque is returned by the banking system or your online payment is not processed and payment cannot be made on first presentation of your cheque or, if your online payment is not processed, your application for New Ordinary Shares may be treated as invalid and you may not be allotted New Ordinary Shares. In this case, your Rights may be treated in the same way as if they had lapsed.
- 20. Where can I find out further information?** If you need further information or help in completing your FOE or using the Computershare online facility, please telephone the Shareholder Helpline at the number indicated on the front of this Guide. Please be aware that, for legal reasons, the Shareholder Helpline will only be able to provide information contained in the Prospectus and information relating to the ShareCare register of members and will be unable to give advice on the merits of the Rights Issue or to provide financial, tax or investment advice.
- 21. What if I change my mind?** Once you have sent your FOE and payment or, as applicable, made an election and payment through the Computershare online facility, you cannot withdraw your application or change the number of New Ordinary Shares that you have applied for, except in the very limited circumstances set out in the Prospectus.
- 22. What happens if I have authorised a Power of Attorney to carry out my instructions?** Any forms completed and returned on your behalf by an attorney must be accompanied by a certified copy of the Power of Attorney.

These terms and conditions form a legally binding agreement between you and us, Computershare Investor Services PLC ('Computershare'). Computershare will provide this dealing service to you in connection with the Standard Chartered Rights Issue if you hold shares through the ShareCare Nominee Account. If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom and you wish to use the Service, it is your responsibility to inform yourself about and observe any applicable legal requirements. Where this has been received in a country where the provision of such a service would be contrary to local laws or regulations, these terms and conditions should be treated as for information only. If you instruct us to sell any Rights on your behalf, we will do so on an execution-only basis. This means that we will not provide you with any investment advice. If you do need advice on exercising or selling your Rights or on any tax liability then you should seek independent professional advice. These terms and conditions do not constitute a recommendation to exercise, sell or hold your Rights.

1. Definitions

'Advice Note' means a note addressed to you from Computershare Investor Services PLC setting out the number of Rights sold, the gross proceeds, and any Exercise Costs deducted by Computershare Investor Services PLC;

'Broker' means any broker or Market Maker which we use from time to time in order to execute client instructions;

'Business Day' means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

'Cashless Take-Up' means the selling of a sufficient number of Rights to generate enough sale proceeds to Exercise as many of your remaining Rights as possible;

'Computershare online facility' means the facility at www.computershare.com/standardcharteredrightsissue enabling you to instruct us online to Exercise and/or sell your Rights and/or effect Cashless Take-Up;

'Company' or 'Standard Chartered' means Standard Chartered PLC;

'Dealing Date' means any date following receipt of your valid instructions pursuant to paragraph 2 or 3 on which we execute your instructions;

'Exercise' means taking up the rights to acquire Shares at the Exercise Price;

'Exercise Costs' means a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10) fee payable to Computershare by any person giving instructions to sell all of their Rights through the Service;

'Exercise Price' means 1,280 pence per Share;

'Final Cut Off Date' means 29 October 2010, unless that date is postponed;

'Final Dealing Date' means 29 October 2010, unless that date is postponed;

'Form of Election' or 'FOE' means the form which you can complete in order to instruct us to Exercise and/or sell your Rights;

'FSA' means the Financial Services Authority;

'FSA Rules' means the rules published by the FSA as amended from time to time;

'FSCS' means the Financial Services Compensation Scheme in the United Kingdom;

'FSMA' means the Financial Services and Markets Act 2000;

'Interim Cut Off Date' means the date or dates determined by Computershare as a cut off point for the purposes of aggregating instructions and calculating average proceeds;

'Interim Cut Off Period' means, to the extent applicable, the period from 22 October 2010 to the first Interim Cut Off Date, the period from the day after any Interim Cut Off Date to the next Interim Cut Off Date, or the period from the day after the final Interim Cut Off Date to the Final Cut Off Date;

'Market Hours' means the trading hours of the London Stock Exchange;

'Market Maker' means the entity able and willing to enter into transactions of sale and purchase of investments at prices determined by them and generally and continuously, rather than in respect of each particular transaction;

'MiFID' means the Markets in Financial Instruments Directive (Directive 2004/39/EC), as amended;

'Retail Client' as described in MiFID, someone who is not a financial services professional. Retail Clients are offered the full protection of the FSA rules;

'Rights' means rights being offered to you to acquire additional Shares in a proportion of 1 new Share for every 8 Shares held on 19 October 2010;

'Rights Issue' means the rights issue announced by Standard Chartered on 13 October 2010;

'Sale Period' means the period from 22 October 2010 to the Final Dealing Date;

'Service' means this dealing service provided by Computershare to effect a sale of all Rights or Cashless Take-Up in connection with the Standard Chartered Rights Issue;

'Settlement Date' means the date on which we receive the sale proceeds from the Broker, which will normally be three Business Days following the date of the trade;

'Shares' means ordinary shares in the Company with a nominal value of US\$0.50;

'we'/'us' means Computershare; and

'you' means the person holding an interest in the Nil Paid Rights, and, if applicable, Shares.

2. Instruction to Sell All Your Rights

(a) You may instruct us to sell all of your Rights (i) by following the instructions for the sale of your Rights using the Computershare online facility or (ii) by ticking the relevant box on your FOE, signing and dating your FOE and returning it to us so as to be received by 3.00 p.m. by the Final Cut Off Date at Computershare Investor Services PLC, Corporate Actions 2, Bristol, BS99 6AG in the prepaid envelope provided.

(b) Instructions received after 3.00 p.m. on the Final Cut Off Date will not be accepted.

(c) We will deduct the Exercise Costs from the proceeds of your Sale of Rights and a cheque together with an Advice Note will be sent to you at the address recorded for you on the ShareCare register of members.

(d) Any cheque will be sent to you as soon as reasonably practicable once the sale proceeds are received from the Broker.

(e) We will not accept partial sale instructions through this service except in relation to Cashless Take-Up.

3. Instruction to elect for Cashless Take-Up

(a) To elect for a Cashless Take-Up you will need to (i) follow the instructions for Cashless Take-Up using the Computershare online facility by 3.00 p.m. on the Final Cut Off Date or (ii) tick the relevant box on your FOE, sign and date your FOE and return it to us by 3.00 p.m. on the Final Cut Off Date to Computershare Investor Services PLC, Corporate Actions 2, Bristol, BS99 6AG in the prepaid envelope provided.

(b) Instructions received after 3.00 p.m. on the Final Cut Off Date will not be accepted.

(c) We will instruct a Broker to execute the sale of your Rights to the extent required to produce sale proceeds which are sufficient to take up at least one of your unsold Rights.

(d) Any cash balance of less than £5.00 which cannot be used to purchase New Ordinary Shares will not be returned to you.

(e) An Advice Note recording both transactions will be sent to you at the address recorded for you on the ShareCare register of members.

(f) The Advice Note will be sent to you the Business Day following the completion of the purchase of your unsold Rights as described in paragraph 4(z).

(g) A share certificate representing your new Shares will be sent to you at the address recorded for you on the ShareCare register of members.

4. How and when we will carry out your instructions

Sell all your Rights (Option 3)

(a) With respect to valid instructions pursuant to paragraph 2 of these terms and conditions received by us on or before 3.00 p.m. on the Final Cut Off Date, we will use reasonable endeavours to instruct a Broker to sell your Rights pursuant to such instructions by the Final Dealing Date.

(b) We will normally instruct a Broker to sell your Rights on the Business Day after the Final Cut Off Date following receipt of your instructions. We reserve the right to instruct the Broker to sell your Rights on any date following the receipt of your instructions.

(c) We will aggregate your instructions received pursuant to paragraph 2 with similar instructions received from other shareholders using this Service during the Sale Period. In this case you would receive an average price for your Rights of all prices obtained by all shareholders over the entire Sale Period. This may result in a more or less favourable price than if your instruction had been executed separately, but reserve the right to place individual trades.

(d) We reserve the right to set one or more Interim Cut Off Dates for sale instructions during the Sale Period, based on market conditions and in our sole discretion, in order to comply with our duty to take all reasonable steps to obtain the best possible aggregate result for the sale of any Rights.

(e) If your instructions pursuant to paragraph 2 above are received in any particular Interim Cut Off Period, they may be aggregated with other instructions received during the same Interim Cut Off Period. In this case you would receive an average price for your Rights of all prices obtained during such Interim Cut Off Period. This may result in a more or less favourable price than if you had received an average price over the entire Sale Period.

(f) Your Rights may be sold in several transactions and on separate days in which case you would receive an average price for your Rights. This may result in a more or less favourable price than if your instruction had been executed in the one transaction or on the same day.

(g) In accordance with the FSA Rules, Computershare will take all reasonable steps to obtain the best possible result for the sale of any Rights. However, the proceeds that you receive will be an average of the prices obtained during the relevant dealing day or days.

(h) Based on market conditions, if on any given Dealing Date it is in our reasonable opinion unlikely that the proceeds from the sale of Rights would

exceed the Exercise Costs for the majority of shareholders (where Rights are being sold in bulk), we or the Broker will not sell your Rights on that Dealing Date but rather will defer the sale to a future Dealing Date or future Dealing Dates, up to and including the Final Dealing Date.

(i) Instructions received pursuant to paragraph 2 above will be processed on a first come, first served basis. If sales are deferred, all sale instructions received on the same day will be aggregated and the aggregate instructions will be executed in order according to the day on which they were received.

(j) Notwithstanding any other provision of these terms and conditions, if your Rights are not sold by us or the Broker by the Final Dealing Date, we reserve the right to instruct a Broker to sell your Rights after this date. If your Rights are not sold they will lapse on 5 November 2010. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for any net proceeds of the sale of your lapsed Rights (provided that the amount exceeds £5.00).

Cashless Take-Up (Option 2)

(k) With respect to valid instructions pursuant to paragraph 3 of these terms and conditions received by us on or before 3.00 p.m. on the Final Cut Off Date, we will use reasonable endeavours to instruct a Broker to sell a sufficient number of your Rights by the Final Dealing Date in order for us to arrange for your Cashless Take-Up.

(l) We will normally instruct a Broker to sell your Rights on the Business Day following the Final Cut Off Date but we reserve the right to instruct the Broker to sell your Rights on any date following the receipt of your instructions.

(m) We will aggregate your instructions with similar instructions received from other shareholders during the Sale Period. In this case you would receive an average price for your Rights of all prices obtained over the entire Sale Period. This may result in a more or less favourable price than if your instruction had been executed separately, but reserve the right to place individual trades.

(n) We reserve the right to add one or more Interim Cut Off Dates for Cashless Take-Up instructions during the Sale Period, based on market conditions and in our sole discretion, in order to comply with our duty to take all reasonable steps to obtain the best possible aggregate result for the sale of any Rights.

(o) If your instructions pursuant to paragraph 3 above are received in any particular Interim Cut Off Period, they may be aggregated with other instructions received during the same Interim Cut Off Period. In this case you would receive an average price for your Rights of all prices obtained during such Interim Cut Off Period. This may result in a more or less favourable price than if you had received an average price over the entire Sale Period.

(p) Your Rights may be sold in several transactions and on separate days in which case you would receive an average price for your Rights. This may result in a more or less favourable price than if your instruction had been executed in one transaction or on the same day.

(q) In accordance with the FSA Rules, Computershare will take all reasonable steps to obtain the best possible result for the sale of any Rights. However, the proceeds that you receive will be an average of the prices obtained during the relevant dealing day or days.

(r) Based on market conditions, if on any given Dealing Date it is in our reasonable opinion unlikely that the proceeds from the sale of Rights would be sufficient for the majority of shareholders to take up at least one of their Rights (where Rights are being sold in bulk), we or the Broker will not sell your Rights on that Dealing Date but rather will defer the sale to a future Dealing Date or future Dealing Dates, up to and including the Final Dealing Date.

(s) Instructions received pursuant to paragraph 3 above will be processed on a first come, first served basis. If sales are deferred, all Cashless Take-Up instructions received in the same period will be aggregated and the aggregate instructions will be executed in order according to the period during which they were received.

(t) Notwithstanding any other provision of these terms and conditions, if your Rights are not sold by us or the Broker by the Final Dealing Date, we reserve the right to instruct a Broker to sell your Rights after this date. If your Rights are not sold they will lapse on 5 November 2010. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for any net proceeds of the sale of your lapsed Rights (provided that the amount exceeds £5.00).

General Dealing Matters

(u) The Broker may also aggregate our instructions with instructions from other clients. This may result in a more or less favourable price than if your instruction had been executed separately. If the Broker executes a number of instructions for us on the particular day then it/we may average the price obtained for all the orders if different instructions were dealt at different prices.

(v) We may either use a Broker or place the order directly in the market ourselves.

(w) The Broker we select is required, prior to executing the instruction, to consider factors including the likelihood of execution, size of instruction, nature of stock, costs, speed of settlement, prevailing stock price and execution venue and may give preference to those factors that determine the best possible result for you in terms of total consideration.

(x) The Broker will normally select execution venues that are Regulated Markets or Multilateral Trading Facilities (MTF): these are markets authorised to the extent that they operate in accordance with non-discretionary rules as required by MiFID (e.g. London Stock Exchange). In order to obtain the best possible result, the Broker may decide at its discretion to execute your instruction outside a Regulated Market or MTF; 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 this 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 MTF.

(y) When transmitting your instructions to a Broker for execution we will 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 the execution of client instructions by the Broker receiving these instructions from us. These factors will usually give priority to the prevailing price and costs. Appropriate information from the policy has been disclosed as part of these terms and conditions; a full copy of the policy is available upon a written request made to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.

(z) Due to the large size of the aggregated sales, a validation process will be undertaken by us and the Broker to confirm that the correct number of Rights have been sold. Only once we have been able to determine that the correct number of Rights have been sold, carried out the necessary audit procedures, registered the sale and printed the Advice Notes will the transaction be regarded as complete and properly executed. We will complete this process as soon as reasonably practicable and send you an Advice Note within one Business Day.

5. Sale Proceeds

(a) We will receive the proceeds of the sale of your Rights from the Broker on the Settlement Date. We reserve the right not to make any payment to you until we have received the sale proceeds from the Broker.

(b) The proceeds of the sale of your Rights less the Exercise Costs will be sent to you by cheque at the address recorded for you on the ShareCare register of members.

(c) We will not accept and you should not give any instructions to make payments to any third party.

6. Acknowledgements and Rejections

(a) We will not acknowledge receipt of your FOE. E-mail confirmations will be sent to those making valid elections through the Computershare online facility.

(b) If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power of attorney or a copy certified by a solicitor or notary public, which will be inspected and returned to you. Failure to provide the required documentation will render your instruction invalid.

(c) We may choose not to act on any particular instruction. We will notify you in writing as soon as we decide not to accept a particular instruction.

(d) We reserve the right to reject instructions which are not given on the FOE or through the Computershare online facility, or where the FOE has not been properly completed or the instructions for use of the Computershare online facility have not been followed. Any FOE which we reject will be returned to you by post. We do not accept instructions which are given by fax, email or on photocopied forms.

7. Our Fees

(a) For each sale of Rights in accordance with instructions given pursuant to paragraph 2 or 3 above we will charge a commission of 0.5 per cent of the proceeds of sale (subject to a minimum of £10).

(b) 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) We will take reasonable care in operating the Service, and will be responsible to you and/or your spouse/civil partner for any losses or expenses (including loss of Rights or Shares) suffered or incurred by you as a direct result of our breach of these terms and conditions, negligence, wilful default or fraud. We do not accept liability for any indirect or consequential loss suffered by you or for any loss which does not arise as a result of our breach of these terms and conditions, negligence, wilful default or fraud.

(b) If you are in any doubt as to whether an instruction has been received or carried out you should telephone Computershare immediately using the shareholder helpline on 0870 702 0138 (+44 870 702 0138 from outside the UK) between 6.00 a.m. and 5.30 p.m. Monday to Friday.

(c) Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the FSMA.

(d) We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts may include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.

9. Contacting each other

(a) All notices and other communications which you send us should be addressed to Computershare Investor Services PLC, Corporate Actions 2, Bristol, BS99 6AG or, if you are using the Computershare online facility, should be sent by following the instructions at www.computershare.com/standardcharteredrightsisue. We can also be contacted by telephone on the number given in 8(b) above between 6.00 a.m. and 5.30 p.m. Monday to Friday.

(b) We will send all documents and cheques to you at the address which appears in our records by first class post.

(c) Any documents or cheques sent to you or by you and/or on your behalf will be sent at your own risk.

(d) Computershare provides its contractual terms in English and will communicate with you only in English in respect of these terms and conditions.

10. General

(a) The decision to exercise and/or sell your Rights is your sole responsibility.

(b) Share and Rights values may go down as well as up and may result in you not receiving back the full amount invested.

(c) The price of Rights may fluctuate in the period after we receive your instructions pursuant to paragraph 2 or 3 above but before they are executed.

(d) You may not cancel or amend any instructions to sell Rights once they have been received by us. Your request will be irrevocable.

(e) We will act as your agent when we undertake a sale of your Rights. By instructing us to sell your Rights, you give us authority to sign, complete and deliver any transfer or other document necessary to give effect to your instructions.

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

(g) We reserve the right to delay taking action on any particular instructions 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, such instructions.

(h) We will not do anything which would 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.

(i) All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank became insolvent your money would remain protected in accordance with the prevailing terms of FSCS. We will not pay interest on this account.

(j) Fractions of a penny due to you from the sale of your Rights are rounded down to the nearest penny.

(k) These terms and conditions and any non-contractual obligation arising with respect to them are governed by and shall be construed in accordance with the law of England and Wales.

(l) When you give us an instruction to sell Rights, you represent to us that you are entitled to sell your Rights and that no other person has any rights, interests or charges in or over your Rights.

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

(n) The Service is provided by Computershare. By using the Service you will be a client of Computershare and not of the Company when using the Service. Computershare rather than the Company will be responsible, therefore, for providing you with the protections afforded by the UK regulatory regime. The Company does not provide advice to shareholders on dealing in its shares.

(o) In the provision of this Service, we are not required to assess the suitability of the investment or the service offered. You will not benefit from the protection of the rules on assessing suitability.

(p) We and our agents (including any Broker) may effect transactions notwithstanding that we or they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with our or its duty to persons using this 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. Full details are available upon a written request to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol BS99 6AL.

(q) The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

(r) By signing the FOE and electing to sell all of your Rights or, as applicable, by electing to sell all of your Rights through the Computershare online facility, you warrant that you are renouncing all of your Rights. By signing the FOE and electing for the Cashless Take-Up or, as applicable, by electing for the Cashless Take-Up through the Computershare online facility, you warrant that you are renouncing that number of your Rights as are required to be sold to effect Cashless Take-Up.

(s) You are not able to specify a price or a minimum price at which Rights are to be sold for you.

11. Data Protection Notice

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 Act 1998:

- to any person if that person has legal or regulatory powers over us;
- to the Broker or any other person or body in order to facilitate the provision of the Service.

We may use our Group Companies or other agents in countries outside the European economic area provided that we are satisfied that the same standards of protection of personal data have been applied.

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 and Compensation

(a) We have a procedure to help us resolve all complaints from our customers 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 Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. 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.

(b) Computershare is covered by the FSCS and you may be entitled to compensation if Computershare cannot meet its obligations to you under these terms and conditions. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Further details of the FSCS are available on request.

Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE. Computershare Investor Services PLC is on the Financial Services Authority Register with registration number 188534. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

Part C

How to complete the FOE

OPTION 1 Take Up all of your Rights (also available online)

Make out a cheque or obtain a banker's draft in Pounds Sterling payable to 'Standard Chartered Rights Issue' and crossed 'A/C Payee Only' for the full amount indicated in Box 3 of your FOE.

Write your name and your "SRN" (indicated at the top of your FOE on the reverse of the cheque or banker's draft and attach it to your FOE.

Put your FOE and cheque or banker's draft in the prepaid business reply envelope provided or otherwise send by post or deliver by hand to Computershare.

OPTION 2 Cashless Take-Up (also available online)

This option is available through Computershare. The sale price is not guaranteed as it depends on the market price at the time of sale.

Tick the 'Cashless Take-Up' Box on your FOE and sign and date at the bottom of your FOE.

Put the FOE in the prepaid business reply envelope provided (from within the UK only) or otherwise send by post or deliver by hand to Computershare.

OPTION 3 Sell all your Rights (also available online)

This option is available through Computershare. The sale price is not guaranteed as it depends on the market price at the time of sale.

Tick Box 5 on your FOE and sign and date at the bottom of your FOE.

Put the FOE in the prepaid business reply envelope provided (from within the UK only) or otherwise send by post or deliver by hand to Computershare.

OPTION 4 Do nothing

If you do not wish to take up or sell your Rights then you do not need to return your FOE. Your Rights will lapse on 5 November 2010. The New Ordinary Shares that your Rights entitled you to acquire will be offered for sale and any premium obtained over the issue price and expenses of the sale will be paid to you (in pounds sterling) by cheque provided the amount exceeds £5.00.

OPTION 5 Other actions (also available online to take up Rights in part)

You may also take up only some of your Rights to new shares. You may instruct Computershare Investor Services PLC to arrange for this for you by completing Boxes 6 and 7 on your FOE. You will need to calculate the amount you need to pay. Put your FOE and cheque in the prepaid business reply envelope provided, so as to reach us by 11.00 a.m. on 4 November 2010. You may also withdraw from the ShareCare Nominee Account in order to have your rights allotted to you in your own name so as to give you further options. Please call the Shareholder Helpline as soon as possible on 0870 702 0138 between 6.00 a.m. and 5.30 p.m.

Use the Computershare online facility to elect for Options 1, 2 or 3 or to take up some of your Rights under Option 5

Visit www.computershare.com/standardcharterednomineerightsissue. You will need the SRN and entitlement number printed on the front of your FOE to log in.

Make your election to take up some or all of your Rights, effect Cashless Take-Up or to sell all of your Rights.
YOU DO NOT NEED TO RETURN A FOE OR SEND A CHEQUE.

Follow the instructions at www.computershare.com/standardcharterednomineerightsissue to complete your election. You will need a valid debit card issued by any of VISA Debit, VISA Electron, Maestro, Solo, Laser or JCB to make any required payment. Payments exceeding £99,500 cannot be made using the Computershare online facility and multiple payments cannot be made.

This must reach Computershare by 11.00 a.m. (UK time) on 4 November 2010.
If you post your FOE within the UK by first class post, please allow at least 4 working days for delivery.

Deadline:
11.00 a.m. 4 November 2010

This must reach Computershare by 3.00 p.m. on 29 October 2010.
If you post your FOE within the UK by first class post, please allow at least 4 working days for delivery.

Deadline:
3.00 p.m. 29 October 2010

This must reach Computershare by 3.00 p.m. on 29 October 2010.
If you post your FOE within the UK by first class post, please allow at least 4 working days for delivery.

Deadline:
3.00 p.m. 29 October 2010

Deadlines:
To take up all or some of your Rights the deadline is 11.00 a.m. on 4 November 2010.
For Cashless Take-Up the deadline is 3.00 p.m. on 29 October 2010.
To sell all of your Rights the deadline is 3.00 p.m. on 29 October 2010.

- Carefully read this Guide, the FOE, and the Prospectus (available at <http://investors.standardchartered.com>).
- More than one member of your household may be a Standard Chartered shareholder. Keep individual applications from your household separate.
- If using the Computershare online facility, please visit www.computershare.com/standardcharterednomineerightsissue and follow the on-screen instructions.
- If using the Computershare online facility, any payment must be made using a valid debit card issued by any of VISA Debit, VISA Electron, Maestro, Solo, Laser or JCB. The relevant debit card must be registered at the address of the ShareCare member or, in the case of joint members, at the address of the first named member, in each case as shown on the ShareCare register of members. The Computershare online facility can only be used to make payments of up to £99,500 and multiple payments cannot be made. Following any online application, ensure you receive an e-mail confirmation. If making a payment, you should receive a second e-mail confirmation after the payment has been processed.
- Payment must be in Pounds Sterling.
- Make sure any cheque or banker's draft is made payable to 'Standard Chartered Rights Issue' and crossed 'Account Payee Only'. Write your "SRN" (Shareholder Reference Number) on the reverse of the cheque or banker's draft. Cheques or banker's drafts must be drawn on an account at a branch (which must be in the United Kingdom, the Channel Islands or the Isle of Man) of a bank or building society which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and banker's drafts to be cleared through facilities provided by either of these companies. Payment in cash or by electronic transfer will not be accepted. Third party cheques may be returned, and your application may not be accepted.
- Please do not post-date your cheque or banker's draft.
- Only one cheque or banker's draft (as applicable) is allowed per FOE.
- If you use a Building Society cheque or banker's draft ensure that the Building Society or bank has confirmed your name by stamping or

endorsing the cheque or banker's draft to that effect and write your SRN on the reverse to enable us to link your payment to your application. Cheques over €15,000 (approximately £13,000) may be subject to anti-money laundering verification.

- If your cheque is returned marked "insufficient funds", your instructions may not be processed and your Rights may lapse.
- Make sure your FOE is filled in properly, as indicated in the instructions in Part C of this Guide. Incorrect or incomplete FOEs may not be accepted.
- **ENSURE YOU SIGN YOUR CHEQUE, AND IF RELEVANT, YOUR FOE.**
- If the FOE needs to be signed, all joint holders must sign the FOE. Any one of the persons named on the FOE, in the case of joint holders, may sign the cheque.
- **Make sure you return your cheque or banker's draft and the completed FOE or complete your online instruction in good time so that it is received by Computershare Investor Services PLC before the relevant deadline.**
- The FOE and relevant payment can be sent to Computershare using the prepaid business reply envelope from within the UK. If sending the FOE and any relevant payment by post or delivering by hand, Computershare's address is as per the below.

Relevant address if posting FOE

Computershare Investor Services PLC
Corporate Actions 2
Bristol BS99 6AG
United Kingdom

Relevant address if delivering FOE by hand

Computershare Investor Services PLC
The Pavilions
Bridgwater Road
Bristol BS13 8AE
United Kingdom

- 22 October 2010** Trading in the Nil Paid Rights commences on the London Stock Exchange.
- 29 October 2010** Any instructions to take up your Rights through Cashless Take-Up must have been received by Computershare Investor Services PLC no later than 3.00 p.m. (UK time). Any instructions to take up some of your Rights through the Cashless Take-Up received after 3.00 p.m. may not be carried out.
- 29 October 2010** Any instructions to sell all of your Nil Paid Rights through the Computershare Dealing Facility must have been received by Computershare Investor Services PLC no later than 3.00 p.m. (UK time). Any instructions to sell all Nil Paid Rights received after 3.00 p.m. may not be carried out.
- 4 November 2010** Any instructions to take up all or some of your Rights must have been received by Computershare Investor Services PLC no later than 11.00 a.m. (UK time). Any instructions to take up all or some of your Rights received after 11.00 a.m. may not be carried out.
- 12 November 2010** Statements and cheques posted to shareholders.

Important notice

This document has not been approved for the purposes of section 21 of the Financial Services and Markets Act 2000 (as amended). This document is communicated by Standard Chartered PLC (the “Company”) to persons whom the Company believes on reasonable grounds to be persons falling within Article 43(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended), being either (i) creditors or members of the Company; (ii) persons who are entitled to a relevant investment which is issued, or is to be issued, by the Company, (iii) persons who are entitled, whether conditionally or unconditionally, to become members of the Company but have not yet done so, or (iv) persons who are entitled, whether conditionally or unconditionally, to have transferred to them title to a relevant investment which is issued by the Company but have not yet acquired title to the investment. Any investment or investment activity to which this communication relates is only available to and will only be engaged in with such persons, and any other person who receives this document should not rely on or act upon it.

This document does not constitute a recommendation regarding the New Ordinary Shares or the Rights. The contents of this document should not be construed as legal, business or tax advice. This document is for your information only and nothing in this document is intended to endorse a particular course of action. None of the Company, the registrars and their respective employees can provide advice in relation to the Rights Issue. If you are in any doubt about any matters in this document or relating to the Rights Issue, you should obtain your own professional advice.

This document does not constitute an offer for sale of securities of the Company in the United States, India, Canada or South Africa. The New Ordinary Shares, Nil Paid Rights and Fully Paid Rights have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration thereunder.

No communication or information related to the Rights Issue may be disseminated to the public in jurisdictions where prior registration or approval is required for that purpose. With the exception of the United Kingdom, France, Hong Kong and the Republic of Ireland, no steps have been taken or will be taken relating to the offering of Rights or New Ordinary Shares in any jurisdiction in which such steps would be required. The issue, exercise or sale of Rights and the acquisition of New Ordinary Shares or Rights are subject to specific legal or regulatory restrictions in certain jurisdictions. The Company assumes no responsibility in the event there is a violation by any person of such restrictions.

This document does not constitute an offering circular or prospectus in connection with an offering of securities of the Company. Investors must neither accept any offer for, nor acquire, any securities to which this document refers, unless they do so on the basis of the information contained in the prospectus published by the Company in connection with the Rights Issue. This document does not constitute an offer to sell, or the solicitation of an offer to buy or subscribe for, any securities and cannot be relied on for any investment contract or decision. The distribution of this Guide and/or the Prospectus and/or the Forms of Election into jurisdictions other than the United Kingdom, Republic of Ireland, France and Hong Kong may be restricted by law. Persons into whose possession these materials come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. It is the responsibility of any person (including, without limitation, nominees and trustees) outside the United Kingdom, Republic of Ireland, France or Hong Kong wishing to apply for New Ordinary Shares or Rights under the Rights Issue to satisfy himself as to the full observance of the laws of any relevant territory in connection therewith, including obtaining any governmental or other consents that may be required, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes due in such territory.

For further information

Please note that further details regarding the Rights Issue are contained in the Prospectus that is available on the Company's website via the following link:

<http://investors.standardchartered.com>

You will need to read the disclaimer and confirm your geographic location before accessing this information.

Shareholder Helpline telephone numbers:

0870 702 0138 (from inside the UK) or
+44 870 702 0138 (from outside the UK)

Registered Office

Standard Chartered PLC
1 Aldermanbury Square,
London EC2V 7SB, UK

(Registered in England and Wales: 966425)