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# Standard Chartered PLC Rights Issue Guide

For shareholders holding shares  
through the 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 18 November 2015 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 465 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.sc.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](http://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 independent 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 31 December 2015.

### Shareholder Helpline telephone numbers:

0370 702 0138 (from inside the UK) or +44 370 702 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 23 November 2015 (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, Malaysia, the United Arab Emirates and 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 £3.3 billion 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 and your FOE will become void and cannot be used to lodge a further instruction by post.**
- A prepaid business reply envelope to return your FOE.

## Computershare online facility

You can use the Computershare online facility at [www.computershare.com/standardcharterednomineerightsissue](http://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 Shareholder Reference Number (“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 or JCB to make any required payment.

## Rights Issue Prospectus

The Prospectus is available at the Company’s website at:

<http://investors.sc.com>

Copies can also be obtained from the Company’s share registrar in England, Computershare Investor Services PLC (telephone from inside UK: 0370 702 0138 or +44 370 702 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:

**Online facility:** You can apply for Options 1, 2, 3 or take up some of your Rights under Option 5 online using the Computershare online facility at [www.computershare.com/standardcharterednomineerightsissue](http://www.computershare.com/standardcharterednomineerightsissue)

**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

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 £3.3 billion 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.sc.com>.
- 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 2 New Ordinary Share for every 7 Ordinary Shares that they held through the ShareCare Nominee Account on 18 November 2015 (the “Record Date”) at a price of 465 pence per New Ordinary Share.
- 4. Am I a Qualifying Shareholder?** If your name is shown in Box 1 on the enclosed FOE, you are a Qualifying Shareholder and are entitled to acquire New Ordinary Shares, unless you have sold your Ordinary Shares other than ex-rights. 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, Malaysia, the United Arab Emirates or South Africa are not entitled to participate in the Rights Issue. Shareholders resident outside the United Kingdom, Republic of Ireland or 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 3.5 (on the basis of 2 New Ordinary Share for every 7 Ordinary Shares held by you on that date), then rounding down to the nearest whole number.
- For example, if you held 140 Ordinary Shares on the Record Date, you would be entitled to acquire 40 New Ordinary Shares at 465 pence each. This would cost a total of £186. 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](http://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 and must ensure that sufficient funds have been sent to cover the cost of your application. 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 will not be accepted.
- Shareholders on the ShareCare register may also take up Rights by means of Cashless Take-Up.
- 7. What options do I have?** You have a number of options:
- Online facility:** Apply online at [www.computershare.com/standardcharterednomineerightsissue](http://www.computershare.com/standardcharterednomineerightsissue)

- You may apply for any of Options 1, 2, 3 or take up some of your Rights under Option 5 below without sending us a FOE or cheque/banker's draft by following the instructions at [www.computershare.com/standardcharterednomineerightsissue](http://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 or JCB. The relevant debit card must be registered at the address of the Qualifying Non-CREST Shareholder or, in the case of joint Shareholders, at the address of one of such Shareholders, 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 £50,000, 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. If you are an overseas holder and experience difficulty paying online, please contact Computershare at the following email address to seek further assistance in paying: [PaymentQueries@Computershare.co.uk](mailto:PaymentQueries@Computershare.co.uk)

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

- 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 (subject to fractions).
- You can take up all or some of your Rights online by following the instructions outlined above.
- 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.

### 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. Your Rights may not have any value, in which case the transaction will not take place.
- You can apply for the Cashless Take-Up online by following the instructions outlined above.
- 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 0.35 per cent of the proceeds of sale (subject to a minimum of £20) 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. For further details see questions 13 and 16.
- You can instruct Computershare Investor Services PLC to arrange for the sale of all of your Rights by following the instructions outlined above.
- You can also sell all of your Rights by ticking Box 5 on your FOE.

- Computershare Investor Services PLC will charge you a commission of 0.35 per cent of the proceeds of sale (subject to a minimum of £20) for selling all of your Rights (which fee will 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 9 December 2015. 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). For further details see questions 10 and 16 below.
- 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.

**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 465 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 9 December 2015, 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 0.35 per cent of the proceeds of sale (subject to a minimum of £20) 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 665 pence, the value of each Right may be somewhere in the region of 200 pence, reflecting the difference between the issue price of a New Ordinary Share (465 pence) and the market price of an Ordinary Share.

- If the market price of the Ordinary Shares is less than 465 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.sc.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 9 December 2015. 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 0.35 per cent of the proceeds of sale (subject to a minimum of £20)) 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 0.35 per cent of the proceeds of sale (subject to a minimum of £20)) by 18 December 2015.

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 18 December 2015 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 professional 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](http://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 or JCB to make any required payment. If you are an overseas holder and experience difficulty paying online, please contact Computershare at the following email address to seek further assistance in paying: [PaymentQueries@Computershare.co.uk](mailto:PaymentQueries@Computershare.co.uk).

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](http://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 remittance 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. If you are an overseas holder and are experiencing difficulty paying online, you can contact Computershare at the following email address to seek further assistance in paying: [PaymentQueries@Computershare.co.uk](mailto:PaymentQueries@Computershare.co.uk). 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.

# Part B Dealing terms and conditions

These terms and conditions form a legally binding agreement between you and us, Computershare Investor Services PLC ('Computershare'). Computershare is authorised and regulated by the Financial Conduct Authority ('FCA'). Computershare will provide this postal dealing service to you in connection with the Standard Chartered PLC Rights Issue if you hold ordinary Standard Chartered PLC shares through the ShareCare Nominee Account. If you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes 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 do not and will not provide you with any investment advice. We are not required to assess the appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the Service. You should ensure that the Service meets your own requirements.

If you are in any doubt, you should seek independent professional advice before taking any action. Please note that the value of Rights and the value of Shares and the income from them are not guaranteed and the prices of Rights and Shares may go down as well as up. You could get back less than you invest. The price of both Rights and Shares may fluctuate in the period after you send your instruction but before we receive it and it is executed. Historical performances are no indicators for future performances. We cannot provide you with any advice on the suitability or otherwise of the sale transaction to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute a recommendation to exercise, sell or hold your Rights.

## 1. Definitions

In these terms and conditions the following words and phrases will have the meanings set out below:

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

**'Business Day'** means any day (excluding Saturday, Sunday and Bank Holidays) 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;

**'Company'** means STANDARD CHARTERED PLC;

**'Contract Note'** means a statement addressed to you from Computershare Investor Services PLC setting out the number of Rights sold, the gross proceeds, and any Sale Costs deducted by Computershare Investor Services 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 right to acquire Shares at the Exercise Price;

**'Exercise Cost'** means a fee of 0.35% of the value of the sale, subject to a minimum of £20 payable to Computershare by any person giving postal instructions to sell all or some of their Rights through the Service;

**'Exercise Price'** means 465 pence per Share;

**'FCA'** means the Financial Conduct Authority;

**'FCA Rules'** means the rules, guidance and principles set out in the FCA Handbook as amended from time to time;

**'Final Cut Off Date'** means 3 December 2015, unless that date is postponed;

**'Final Dealing Date'** means 4 December 2015, unless that date is postponed;

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

**'FSCS'** means the UK Financial Services Compensation Scheme;

**'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 23 November 2015 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 or relevant market;

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

**'Postal Instruction'** means the dealing instruction contained in the FOE and signed by you;

**'Rights'** means rights being offered to you to acquire New Ordinary Shares in the proportion of 2 new Shares for every 7 Shares held on 18 November 2015;

**'Rights Issue'** means the rights issue announced by STANDARD CHARTERED PLC on 3 November 2015;

**'Sale Costs'** means a fee of 0.35% of the value of the sale, (subject to a minimum of £20) deducted from the sale proceeds payable to Computershare by any person giving instructions to sell all of their Rights through the Service;

**'Sale Period'** means the period from 23 November 2015 to the Final Dealing Date;

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

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

**'Shares'** means Ordinary Shares in the Company with a nominal value of US\$0.50 each;

**'we', 'us' or 'Computershare'** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534; and

**'you'** means the person holding the Rights and Shares.

## Interpretation

References to statutes, regulations or any other rule includes references to them as amended or replaced from time to time. Headings are used for reference only and do not affect the meaning of the sections. Reference to a time of day will be construed as a reference to UK time, except where otherwise stated. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

## 2. Instruction to Sell All Your Rights

(a) You may instruct us to sell all of your Rights by ticking Box 5 on page 1 of your FOE, signing and dating your FOE and returning it to us so as to be received by 3.00 p.m. on the Final Cut Off Date. Instructions should be sent to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH in the prepaid envelope provided.

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

(c) We will deduct the Sale Costs from the sale of your Rights and a cheque together with a Contract Note will be sent to you at the address recorded for you on the Company's register of members.

(d) You will be sent a Contract Note within one Business Day of the receipt of confirmation from the Broker of the sale of your Rights. The Contract Note will detail the number of Shares traded on your behalf and all applicable costs, commission and taxes charged for performing the transaction.

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

(f) We will not accept partial sale instructions through this service.

## 3. Instruction to elect for Cashless Take Up

(a) To elect for a Cashless Take Up you will need to tick Box 4 on page 1 of your FOE, sign and date your FOE and return it to us by 3.00 p.m. on the Final Cut off Date. We will then arrange for a Cashless Take Up. Instructions should be sent to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH in the prepaid envelope.

(b) Instructions received after 3.00 p.m. on the Final Cut Off Date may 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) A Contract Note recording both transactions will be sent to you at the address recorded for you on the ShareCare register of members.

(e) A Contract Note will be sent to you the Business Day following the completion of the purchase of your unsold Rights as described in paragraph 4.3(f).

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

**(g) Any residual amount from the partial sale that cannot be used to purchase new Shares of less than £5.00 will be retained by us and not returned to the participating shareholder(s). You agree that money retained by us in these circumstances will no longer be client money and will therefore not be subject to the FCA Rules on client money.**

#### **4. How and when we will carry out your instructions**

##### **4.1) Sell all your Rights**

**(a)** With respect to valid instructions pursuant to paragraph 2 of these terms and conditions received by us on or by 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 Interim Cut Off Date or Final Cut Off Date as applicable, 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 may aggregate your instructions received pursuant to paragraph 2 or 3 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.

**(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 result for the sale of any Rights.

**(e)** If your instructions pursuant to paragraph 2 or 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.

**(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 FCA Rules, Computershare will take 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 Sale 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 9 December 2015. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for the net proceeds of the sale of your lapsed Rights (if any) provided that the amount exceeds £5.00. Amounts of less than £5.00 will be retained for the benefit of the Company.

##### **4.2) Cashless Take-Up**

**(a)** With respect to valid instructions pursuant to paragraph 3 of these terms and conditions received by us on or by 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.

**(b)** We will normally instruct a Broker to sell your Rights on the Business Day after the Interim Cut Off Date or Final Cut Off Date as applicable, 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 may aggregate your instructions received pursuant to paragraph 2 or 3 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.

**(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 result for the sale of any Rights.

**(e)** If your instructions pursuant to paragraph 2 or 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.

**(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 FCA Rules, Computershare will take 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 Sale 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 9 December 2015. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for the net proceeds of the sale of your lapsed Rights (if any) provided that the amount exceeds £5.00. Amounts of less than £5.00 will be retained for the benefit of the company.

##### **4.3) General Dealing Matters**

**(a)** 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.

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

**(c)** 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 the Markets in Financial Instruments Directive (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.

**(d)** When receiving and transmitting your instruction to a Broker for execution to purchase Shares we will use a Broker selected from our panel of approved Brokers as detailed in our order handling policy. By taking this approach your instruction will not be placed on a whole of market basis and we will not usually request a price from each of our approved Brokers before transmitting your order. In line with our regulatory obligations we and the Broker will take reasonable steps to obtain the best possible results for you, taking into account certain factors. The principal factors will usually be price and costs, as they dictate the result in terms of total consideration for our clients. 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, market volume, market impact, 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.

**(e)** We have implemented an order handling policy that identifies the factors involved with the transmission of and execution of client instructions by the Broker receiving instructions from us. You consent to our order handling policy by agreeing to these terms and conditions. You can request a full copy of our policy by writing to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6ZZ.

**(f)** 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

## Part B Dealing terms and conditions continued

number of Rights have been sold, carried out the necessary audit procedures, registered the sale and printed the Contract Notes will the transaction be regarded as complete and properly executed. We will complete this process as soon as reasonably practicable and send you a Contract Note within one Business Day.

(g) We will take reasonable care in the selection, appointment and continued use of the Broker but we do not otherwise accept any responsibility for any losses, costs or expenses suffered or incurred by you as a result of any acts or omissions by the Broker.

### 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 Sale Costs will be sent to you by cheque at the address recorded for you on the Company's 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.

(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 where the FOE has not been properly completed. 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 FOEs.

### 7. Our Fees

(a) For each sale of Rights in accordance with instructions given pursuant to paragraph 2, 3 or 4 above we will charge the Sale Costs, being a fee of 0.35% of the value of the sale, (subject to a minimum of £20).

(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.

(c) All fees and other charges payable to us by you are exclusive of VAT. VAT is payable where relevant in addition to any other fees or charges payable to us. No UK Value Added Tax ("VAT") is currently chargeable on dealing commissions. Should UK tax rules change in the future and VAT and/or any other relevant tax be applicable on dealing commissions, this may be deducted from your sales proceeds without further notice.

### 8. Liability

(a) We will take reasonable care in operating the Service, and, unless otherwise stated in these terms and conditions, we will be responsible to you and/or your spouse/civil partner for any losses or expenses (including loss of Rights or Shares) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a direct 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 0370 702 0138 (+44 370 702 0138 from outside the UK) between 6.00 a.m. and 5.30 p.m. Monday to Friday.

(c) 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.

(d) We do not accept liability for any losses or expenses suffered or incurred by you which were not foreseeable by us and you at the point of entering into these terms and conditions as a consequence of our breach of these terms and conditions, negligence or wilful default.

(e) We do not accept liability for any losses or expenses suffered or incurred by you which are not caused by our breach of these terms and conditions, negligence, wilful default or fraud.

(f) We shall not be responsible for losses caused by our breach of these terms and conditions, negligence or wilful default which fall into the following categories:

- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity (including investment opportunity);
- loss of potential future income, revenue, profit or increase in value;

- loss of income in the form of interest;
- loss of goodwill;
- loss of anticipated savings; or
- any waste or expenditure of time.

(g) Nothing in these terms and conditions excludes or limits in any way our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or
- section 2 of the Supply of Goods and Services Act 1982 or sections 49 or 50 of the Consumer Rights Act 2015; or
- any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.

(h) We do not accept any responsibility for any losses, costs or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.

(i) We do not accept any responsibility for any losses, costs or expenses suffered or incurred by you as a result of any acts or omissions of:

- the Company or a member of its group;
- the Company's registrar (where we are not appointed as such); or
- the underwriters of the rights issue.

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

(k) Any documents/instructions/cheques sent by you, or to you are sent entirely at your own risk. We do not accept liability after despatch of any document to you.

(l) You should be aware that from time to time the Service may not be available due to planned maintenance.

(m) We are not liable for forged or fraudulent instructions.

(n) You will be liable for all instructions given to us (including instructions given on your behalf) relating to the Service. We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.

### 9. Contacting each other

(a) All notices and other communications which you send us should be addressed to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH. 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) If you are resident in the UK, all documents which we send to you by post will be sent to your address as it appears on our records by domestic post. If you are resident outside the UK, we will send such documents to your address as it appears on our records by international 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 are not guaranteed and prices of Shares and Rights may go down in value as well as up. You could get back less than you invest.

(c) The price of Rights may fluctuate in the period after we receive your instructions pursuant to paragraph 2, 3 or 4 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 and withdrawal rights will not be available in respect of any instruction to sell, or the sale of, Rights under either paragraph 2 or 3.

(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 Sale 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 in our reasonable opinion would or might 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)** By using the Service, you authorise us to pool any client money we hold on your behalf in the provision of this Service into any relevant omnibus bank accounts set up in accordance with the FCA Rules on client money which also holds money of other clients. You retain all rights you have as the legal owner of the monies.

**(j)** All client money that we hold on your behalf as a consequence of administering this Service will be maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Your cash held in this account is held separately from our money.

**(k)** Your client money will be held on trust for the benefit of clients for whom we are holding client money as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules on client money. This means that in the event that the bank became insolvent we will attempt to recoup your money on your behalf. If the bank cannot repay all the money it owes its clients this could result in a shortfall. We will treat money held in client money bank accounts as pooled, which means that any shortfall will be shared proportionally with other Shareholders and other customers of ours. You may not recover all of your client money. In this situation, you may be eligible to claim under the FSCS. For more information, please see paragraph 12.

**(l)** For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money in a bank based in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK, then we will take all reasonable steps to protect the client money in accordance with the local equivalent law and rules for the treatment of client money. These may be different to those in the UK and your rights in the event of insolvency of the bank may be reduced.

**(m)** We will not pay interest on any client monies held on your behalf.

**(n)** If your client money held by Computershare is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

**(o)** You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.

**(p)** Cash fractions arising in respect of money due to you are rounded down, any tax or commission which may be payable on aggregated sales is charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny, and in each case we keep the difference for Computershare's own benefit.

**(q)** 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. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Service.

**(r)** 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.

**(s)** For the purpose of offering this Service, you will be categorised as a retail client. As a retail client you have protection available under the FCA Rules and may be eligible for compensation under the FSCS. Please see paragraph 12 for further information.

**(t)** 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.

**(u)** We will not assess the suitability of transactions or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the

appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the Service.

**(v)** 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, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

**(w)** 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.

**(x)** By signing the FOE and electing to sell all of your Rights, you warrant that you are renouncing all of your Rights.

**(y)** We may change these terms and conditions from time to time upon giving you at least 30 days' notice in advance of any such change taking effect.

**(z)** We may choose to withdraw this Service for legislative requirements without giving you any notice that the Service is no longer available.

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

## 11. Data Protection Notice

**(a)** 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.

**(b)** We may administer accounts and provide you with some services via another member of the Computershare group in a country where data protection laws and standards differ from those in your home jurisdiction including India, Australia and the United States. For users based in Europe this means that we may send the information which you have provided to us or we use in providing our services to countries outside the European Economic Area. By participating in this Service you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent).

**(c)** 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 procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the Service or wish to receive a copy of our complaints procedure please write to us. If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**(b)** We are covered by the FSCS and you may be entitled to compensation if we cannot meet our financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 from 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from us or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

# Part C How to complete the FOE

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

Visit [www.computershare.com/standardcharterednominee-rights-issue](http://www.computershare.com/standardcharterednominee-rights-issue). 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/standardcharterednomineerights-issue](http://www.computershare.com/standardcharterednomineerights-issue) to complete your election. You will need a valid debit card issued by any of VISA Debit, VISA Electron Maestro, Solo or JCB to make any required payment. Payments exceeding £50,000 cannot be made using the Computershare

## OPTION 1 Take Up all of your Rights

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

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 4 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

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 9 December 2015. 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

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 9 December 2015. 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 0370 702 0138 between 6.00 am and 5.30pm

online facility and multiple payments cannot be made. If you are an overseas holder and experience difficulty paying online, please contact Computershare at the following email address to seek further assistance in paying: [PaymentQueries@Computershare.co.uk](mailto:PaymentQueries@Computershare.co.uk)

**Deadlines:**

To take up all or some of your Rights the deadline is 11.00 a.m. on 9 December 2015.

For Cashless Take-Up the deadline is 3.00 p.m. on 3 December 2015.

To sell all of your Rights the deadline is 3.00 p.m. on 3 December 2015.

This must reach Computershare by 11.00 a.m. (UK time) on 9 December 2015.

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.  
9 December 2015**

This must reach Computershare by 3.00 p.m. on 3 December 2015.

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.  
3 December 2015**

This must reach Computershare by 3.00 p.m. on 3 December 2015.

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.  
3 December 2015**

## Part D Your checklist

- Carefully read this Guide, the FOE, and the Prospectus (available at <http://investors.sc.com>).
- More than one member of your household may be a Standard Chartered shareholder. Keep individual applications from your household separate.

### Online Applications

- If using the Computershare online facility, please visit [www.computershare.com/standardcharterednomineerightsissue](http://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 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 £50,000 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. If you are an overseas holder and experience difficulty paying online, please contact Computershare at the following email address to seek further assistance in paying: [PaymentQueries@Computershare.co.uk](mailto:PaymentQueries@Computershare.co.uk).
- Payment must be in Pounds Sterling.
- **Make sure you complete your online instruction in good time so that it is received by Computershare Investor Services PLC before the relevant deadline.**

### Hard Copy FOE Applications

- If using a hard copy FOE, 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 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 £11,000) 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 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 Projects  
Bristol  
BS99 6AH  
United Kingdom

*Relevant address if delivering FOE by hand*

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

## Part E      Key Dates

**23 November 2015** Trading in the Nil Paid Rights commences on the London Stock Exchange.

**3 December 2015** 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.

**3 December 2015** 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.

**9 December 2015** 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.

**by 18 December 2015** 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 a member 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, Malaysia, the United Arab Emirates 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, the Republic of Ireland and Hong Kong, 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, the Republic of Ireland 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, the Republic of Ireland 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.sc.com>

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

### **Shareholder Helpline telephone numbers:**

0370 702 0138 (from inside the UK) or

+44 370 702 0138 (from outside the UK)

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November 2015

Registered Office:  
1 Basinghall Avenue  
London EC2V 5DD

Registered in England and Wales  
number 966425

