

Dated 14 January 2021

STANDARD CHARTERED PLC

as Issuer

and

CONV-EX ADVISORS LIMITED

as Conversion Calculation Agent

CONVERSION CALCULATION AGENCY AGREEMENT

relating to

U.S.\$1,250,000,000 Fixed Rate Resetting Perpetual Subordinated Contingent Convertible
Securities

Reg S ISIN: USG84228EP90

144A ISIN: US853254BX70

Linklaters

Ref: L-306177

Linklaters LLP

This agreement (the “Agreement”) is made on 14 January 2021 **between:**

- (1) **STANDARD CHARTERED PLC** (the “**Issuer**”); and
- (2) **CONV-EX ADVISORS LIMITED**, 30 Crown Place, London EC2A 4EB, United Kingdom (the “**Conversion Calculation Agent**”, which expression shall include its permitted successors and assigns).

Whereas:

- (A) The Issuer proposes to issue U.S.\$1,250,000,000 principal amount of securities to be known as its U.S.\$1,250,000,000 Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities carrying ISIN USG84228EP90 (Reg S) / US853254BX70 (144A) (the “**Securities**”, which expression shall include, unless the context requires otherwise, any further Securities issued pursuant to Condition 16).
- (B) The Securities will, subject to and in accordance with the terms and conditions of the Securities as at the date of this Agreement (the “**Conditions**”), be converted mandatorily into fully paid ordinary shares of the Issuer upon the occurrence of a Conversion Trigger Event (as defined in the Conditions).
- (C) In addition, the Issuer will, on or around the date of this Agreement, enter into an agency agreement with, *inter alios*, The Bank of New York Mellon, London Branch as principal paying and conversion agent (the “**Principal Paying and Conversion Agent**”) in respect of the Securities (the “**Agency Agreement**”).
- (D) The Securities will be issued in registered form, in specified denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof, represented on issue by one or more restricted and unrestricted global certificates (each a “**Global Certificate**”, and together the “**Global Certificates**”) and subject to the Conditions set out in Schedule 1, Part 2 to the trust deed between the Issuer and BNY Mellon Corporate Trustee Services Limited dated 14 January 2021 (the “**Trust Deed**”).

It is agreed as follows:

1 Interpretation

Expressions used and not defined in this Agreement shall, unless the context otherwise requires, bear the meanings given to them in the Conditions.

2 Appointment

The Issuer hereby appoints the Conversion Calculation Agent to act as conversion calculation agent in relation to the Securities upon the terms of this Agreement and in accordance with the Conditions and the Conversion Calculation Agent hereby accepts its appointment and agrees to act as conversion calculation agent of the Issuer in respect of the Securities upon the terms of this Agreement and in accordance with the Conditions. The Conversion Calculation Agent shall have no duties other than as specifically set forth in this Agreement and shall have no implied duties, other than the duty to act honestly and in good faith and in a commercially reasonable manner and to exercise the due diligence of a prudent agent in comparable circumstances.

3 Duties of the Issuer and the Conversion Calculation Agent under this Agreement

- 3.1 Notification by the Issuer:** The Issuer shall notify the Conversion Calculation Agent or procure that the Conversion Calculation Agent is notified, as soon as practicable (but no later than 5 London business days), after becoming aware of any event requiring, or which may require, the Conversion Calculation Agent to make such determinations, calculations, adjustments or notifications as may be expressly specified to be made by it in the Conditions, the date on which such event takes effect and such other particulars and information as the Conversion Calculation Agent may reasonably require, including relevant market price information.
- 3.2 Performance by Conversion Calculation Agent:** Upon receipt of the relevant notification under Clause 3.1, the Conversion Calculation Agent shall promptly make such determinations, calculations or adjustments as may be expressly specified to be made by it in the Conditions, and shall notify the Issuer and (in accordance with Clause 10) the Principal Paying and Conversion Agent of the results of such determinations, calculations or adjustments.
- 3.3 Notification of Change:** The Issuer shall as soon as reasonably practicable upon becoming aware of the same notify the Conversion Calculation Agent of any change in the person or persons comprising the Principal Paying and Conversion Agent, or any change of the address at which such entity is to be notified by the Conversion Calculation Agent in accordance with this Agreement.
- 3.4 Determinations, calculations and adjustments etc. binding:** Determinations, calculations and adjustments given, expressed, made or obtained by the Conversion Calculation Agent upon the terms of this Agreement and in accordance with the Conditions shall (in the absence of manifest error) be binding on all parties concerned.
- 3.5 Communications:** Subject to the procedures set out in the Conditions, for the purpose of this Clause 3, the Conversion Calculation Agent is entitled to treat a communication from a person purporting to be (and who the Conversion Calculation Agent believes in good faith to be) an authorised representative of the Issuer named in the Issuer's authorised signatory list as sufficient instructions and authority of the Issuer for the Conversion Calculation Agent to act in accordance with this Clause 3.

4 Miscellaneous Duties of the Conversion Calculation Agent

- 4.1 Performance of obligations:** Subject to, where applicable, notification being given to the Conversion Calculation Agent in accordance with this Agreement, the Conversion Calculation Agent shall at all times promptly, and in any case by not later than the relevant date or time specified (if any), perform its obligations under this Agreement at the request of the Issuer.
- 4.2 Delivery of information:** Upon reasonable request by the Issuer, the Conversion Calculation Agent will procure, without undue delay, delivery to the Issuer of all information relating to the performance of its obligations as Conversion Calculation Agent under this Agreement, subject to any duty of confidentiality (it being agreed that if such duty of confidentiality exists in respect of such information, the Conversion Calculation Agent will use commercially reasonable efforts to seek the consent of the relevant parties to the disclosure of such information to the Issuer).
- 4.3 Required actions:** If the Conversion Calculation Agent at any relevant time does not make any determinations, calculations or adjustments or take any action that it is required to take pursuant to this Agreement, it will, if it becomes aware thereof prior to receiving notice from the Issuer in that regard, promptly upon becoming so aware, notify and consult with the Issuer and, unless the

Issuer has notified the Conversion Calculation Agent that such determination, calculation, adjustment or action is no longer required to be made or taken by the Conversion Calculation Agent, it will use its commercially reasonable efforts to make the necessary determinations, calculations or adjustments or take such required actions. Alternatively, if the Conversion Calculation Agent receives notice from the Issuer that the Conversion Calculation Agent has neglected to make any determinations, calculations or adjustments that it is required to make, or to take any action that it is required to take, pursuant to this Agreement, the Conversion Calculation Agent shall use its commercially reasonable efforts to make the necessary determinations, calculations or adjustments or take such required actions.

4.4 Reliance on information: The Conversion Calculation Agent will be entitled to rely on any such information delivered to it in writing by persons whom the Conversion Calculation Agent believes in good faith to be authorised representatives of the Issuer. The Conversion Calculation Agent shall have: (i) no duty or obligation to verify or confirm the accuracy of any such information (except in the case of a *prima facie* manifest error) and (ii) no liability for any losses, liabilities, costs or expenses incurred or sustained by the Issuer as a result of such reliance upon or compliance with such information.

4.5 Receipt of notice or written information: The Conversion Calculation Agent will promptly confirm to the Issuer the receipt of any notice, draft notice, written request or any other written information supplied by the Issuer and/or the Principal Paying and Conversion Agent to the Conversion Calculation Agent.

5 Fees and Expenses

5.1 Fees: The Issuer shall pay to the Conversion Calculation Agent a fee as separately agreed between the Issuer and the Conversion Calculation Agent in the Engagement Letter (the “**Fee Arrangements**”).

“**Engagement Letter**” means the engagement letter issued by Conv-Ex Advisors Limited on 4 December 2020, and countersigned by the Issuer on 4 December 2020, for the performance of its services under this Agreement.

5.2 Costs: If reasonably necessary for the proper performance of its obligations under this Agreement, the Conversion Calculation Agent shall, with the prior written consent of the Issuer (such consent not to be unreasonably withheld or delayed by the Issuer) regarding making such engagement, be authorised to engage the services of any third party including but not limited to legal services, and may rely upon any advice so obtained. Whilst such engagement shall not relieve the Conversion Calculation Agent of its obligations and duties under this Agreement, the Conversion Calculation Agent shall not incur any liability as against the Issuer, the Trustee or the Securityholders in respect of any action taken or omitted to be taken in accordance with such advice and in good faith. The Issuer shall reimburse the Conversion Calculation Agent for all duly documented reasonable expenses properly incurred in connection with the services rendered hereunder (including in respect of such third party services), together with amounts in respect of any applicable irrecoverable value added tax.

5.3 Taxes: All payments by the Issuer under this Clause 5 shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In the event any such withholding or deduction is

required to be made, the Issuer shall pay such additional amounts as will result in the receipt by the Conversion Calculation Agent of the amounts which would otherwise have been receivable by it had no such withholding or deduction been required. If the Conversion Calculation Agent obtains and utilises a refund of tax or credit against tax by reason of the Issuer subsequently making an increased payment, the Conversion Calculation Agent shall reimburse the Issuer with an amount which the Conversion Calculation Agent determines to be such proportion of the said tax refund or tax credit as will leave it (after such reimbursement) in no better or worse position than it would have been had no increased payment by the Issuer been required.

- 5.4 Obligations to survive:** Any outstanding obligations of the Issuer to the Conversion Calculation Agent under this Clause 5 shall survive the termination of this Agreement and the Conditions and the resignation or removal of the Conversion Calculation Agent.

6 Terms of Appointment

- 6.1 Reliance on documents etc:** The Conversion Calculation Agent may, in connection with its services under this Agreement assume that the terms of the Global Certificates, as issued, are correct; and rely upon the terms of any notice, communication or other document from any electronic or other source reasonably believed (in good faith) by it to be genuine and to have been signed or otherwise given or disseminated by or on behalf of the Issuer.
- 6.2 No agency or trust:** In acting under this Agreement and in connection with the Securities, the Conversion Calculation Agent shall act solely as agent of the Issuer and will not thereby assume any obligations towards or relationship of agency or trust with the Trustee or Securityholders.
- 6.3 Other relationships:** Subject to maintaining appropriate information barriers to manage any conflicts of interest, the Conversion Calculation Agent may purchase, hold and dispose of Securities and may enter into any transaction (including, among other transactions, any depositary, trust or agency transaction) with any Securityholder or with any other person in the same manner as if it had not been appointed as the agent of the Issuer.
- 6.4 No obligation on Conversion Calculation Agent to act:** The Conversion Calculation Agent shall be obliged to perform only such duties as are specifically set out in this Agreement. No implied duties or obligations shall be read on the part of the Conversion Calculation Agent into any documents entered into in connection with the Securities other than the duty and obligation to act honestly and in good faith and in a commercially reasonable manner and to exercise the due diligence of a prudent agent in comparable circumstances. The Conversion Calculation Agent shall not be required to expend or risk its own funds or otherwise incur financial liability for the performance of any of its duties hereunder or the exercise of any of its rights or powers if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not assured to it.
- 6.5 Sub-Delegates:** In the performance of all or any of its duties and obligations under this Agreement, the Conversion Calculation Agent may, with prior written consent of the Issuer, appoint any person(s) to carry out such duties and obligations and any such appointment may be made upon such terms and conditions as the Conversion Calculation Agent thinks fit, provided that such sub-delegate complies with all duties of the Conversion Calculation Agent set out herein, including, but not limited to, a duty of confidentiality. The Conversion Calculation Agent shall be authorised to transmit any information received in accordance with Clause 3.1 to such sub-delegate.

- 6.6 Illegality:** No provision in this Agreement shall require the Conversion Calculation Agent to do anything which may be illegal or contrary to applicable law, regulation or jurisdiction and the Conversion Calculation Agent may without liability do anything which is, in its reasonable opinion, necessary to comply with any such law, regulation or jurisdiction, and the Conversion Calculation Agent may assume, and shall not be under any obligation to verify or ascertain, that the Issuer is duly performing and complying with its obligations, duties and requirements under the Conditions, the Agency Agreement and this Agreement and any applicable laws or regulations.
- 6.7 Request for information:** Where it reasonably deems it necessary for the performance of certain of its obligations under this Agreement, the Conversion Calculation Agent may request the Issuer to provide information and the Conversion Calculation Agent shall be entitled to rely thereon and shall, if and only to the extent such information is necessary for the performance of its obligations, not be required (but may elect) to perform the relevant obligations under this Agreement until such information has been provided.

7 Extra remuneration

In the event the Conversion Calculation Agent agrees to (i) perform calculations, determinations, adjustments or assessments requiring specialist judgement, (ii) produce for the Issuer or at the Issuer's request reports outside of the ordinary course of business or (iii) perform any services which are not foreseen at the time of entering into this Agreement, including acting as an Independent Adviser, a separate fee will be agreed between the Conversion Calculation Agent and the Issuer.

8 Change in Conversion Calculation Agent

- 8.1 Resignation:** The Conversion Calculation Agent may (subject as provided in Clauses 8.3 and 8.4 below) at any time resign as Conversion Calculation Agent by giving at least 60 days' written notice to the Issuer of such intention on its part, specifying the date on which its desired resignation shall become effective.
- 8.2 Termination:** The Conversion Calculation Agent may (subject as provided in Clause 8.3 below) be removed at any time by the Issuer;
- 8.2.1** on at least 60 days' written notice specifying such removal and the date when it shall become effective; or
- 8.2.2** following the breach of a material obligation under this Agreement by the Conversion Calculation Agent, in circumstances where it has failed to remedy such material breach within 7 days of receipt of a notice from the Issuer requiring remedy of such breach provided that in the case of this sub-clause 8.2.2 only, such immediate termination right in respect of such material breach only shall expire after a period of 30 days following the date of such notification.
- 8.3 Condition to resignation or termination:** Unless the Issuer agrees otherwise, any resignation under Clause 8.1 or removal under Clause 8.2 shall only take effect upon the appointment by the Issuer of a successor conversion calculation agent and on the expiry of the notice to be given under this Clause 8. The Issuer agrees with the Conversion Calculation Agent that if, by the day falling ten days before the expiry of any notice under Clause 8.1, the Issuer has not appointed a successor conversion calculation agent, the Conversion Calculation Agent shall be entitled, on behalf and at the expense of the Issuer, to appoint as a successor conversion calculation agent in its place an independent financial institution or independent financial adviser with appropriate

expertise, and agreeing to terms which are, in the good faith determination of the Conversion Calculation Agent, consistent with those prevailing in the conversion calculation agency market at such time and (subject to being consistent with those prevailing in the conversion calculation agency market aforesaid) as similar as reasonably practicable to those of this Agreement; provided that the Issuer may remove such successor conversion calculation agent at any time.

8.4 Resignation upon default of payment obligations: If the Issuer defaults on any of its payment obligations under Clauses 5 or 9.1 and such default remains unremedied for a period of 30 days, the Conversion Calculation Agent shall have the right to resign as Conversion Calculation Agent at any time by giving at least 90 days' written notice to the Issuer of such intention on its part, specifying the date on which its desired resignation shall become effective and Clause 8.3 shall not apply, provided that, for the purpose of this Clause 8.4 only, the Issuer shall not be considered in default of any of its payment obligations under Clause 5 or 9.1 to the extent that and for so long as the Issuer is contesting in good faith that such payment is due.

8.5 Cessation as Conversion Calculation Agent: In case at any time the Conversion Calculation Agent: (i) resigns; (ii) is removed; (iii) becomes incapable of acting; (iv) is adjudged insolvent; (v) files a voluntary petition in insolvency; (vi) makes an assignment for the benefit of its creditors; (vii) consents to the appointment of an administrator, liquidator or administrative or other receiver of all or a substantial part of its property, or if an administrator, liquidator or administrative or other receiver of all or a substantial part of its property is appointed; (viii) if any officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation, administration or liquidation; (ix) admits in writing its inability to pay or meet its debts as they fall due or suspends payment thereof; or (x) a moratorium is declared in respect of it, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable insolvency law, a successor conversion calculation agent, which shall be an independent financial institution or independent financial adviser with appropriate expertise, may be appointed by the Issuer in accordance with the Conditions. Upon the appointment of a successor conversion calculation agent under this Clause 8.5, and on the earlier of: (a) the acceptance by the Conversion Calculation Agent of such appointment; or (b) (other than in the case of the insolvency of the Conversion Calculation Agent, in which case it shall be of immediate effect) upon expiry of the notice to be given under Clause 8.2, the Conversion Calculation Agent so superseded shall cease to be a conversion calculation agent.

8.6 Rights and obligations: Upon its resignation, removal or cessation becoming effective under this Clause 8, the Conversion Calculation Agent shall (i) forthwith transfer the documents and records kept by it hereunder to the successor conversion calculation agent; and (ii) be entitled to the payment by the Issuer of its unpaid fees and expenses in accordance with the terms of Clause 5, or, if applicable, Clause 7.

Such resignation or removal shall not affect any rights or obligations of the Conversion Calculation Agent under Clause 9.

8.7 Successor Conversion Calculation Agent: Upon its appointment becoming effective, a successor conversion calculation agent shall, without further act but subject to the Conditions, become the Conversion Calculation Agent under the Conditions with effect as if it was the initial Conversion Calculation Agent appointed in relation to the Securities.

8.8 Merger, consolidation, etc.: Any corporation into which the Conversion Calculation Agent may be merged or converted, or any corporation with which the Conversion Calculation Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which

the Conversion Calculation Agent shall be a party, or any corporation to which the Conversion Calculation Agent shall sell or otherwise transfer all or substantially all the assets of the Conversion Calculation Agent shall, on the date when such merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Conversion Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of the parties hereto, and after the said effective date all references in this Agreement to the Conversion Calculation Agent shall be deemed to be references to such corporation. Written notice of any such merger, conversion, consolidation or transfer shall be given to the Issuer by the Conversion Calculation Agent as soon as any applicable confidentiality restrictions cease to apply.

9 Indemnity

- 9.1 By the Issuer:** The Issuer agrees to indemnify the Conversion Calculation Agent and its directors and officers (each an **"Indemnified Person"**) for, and hold them harmless against, any duly documented loss, liability, cost or expense, or any claim or action, (including, but not limited to, all costs, charges and expenses which arise in disputing or defending any of the foregoing, including any applicable irrecoverable value added tax) which they may properly incur or which may be made against them arising out of or in relation to or in connection with the Conversion Calculation Agent's appointment or the exercise of its functions, except such as may be due to an Indemnified Person's wilful misconduct, fraud or negligence or that of its officers or employees and provided that the Issuer shall not be obliged to reimburse the Conversion Calculation Agent in respect of any tax on the overall net income of the Conversion Calculation Agent.
- 9.2 Liability of Conversion Calculation Agent:** The liability of the Conversion Calculation Agent shall be limited to wilful misconduct, fraud and negligence. In no event shall the Conversion Calculation Agent have any liability for special, indirect, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Conversion Calculation Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.
- 9.3 No Liability of Directors etc.:** Notwithstanding any rights or claims which any party to this Agreement may have or assert against the other party to this Agreement in connection with this Agreement, no claim will be brought against any director or officer and/or employee of either party to this Agreement in respect of any conduct, action or omission by the individual concerned in connection with this Agreement or the performance of such party's obligations hereunder.
- 9.4 No settlement:** The Indemnified Persons shall not enter into any in-court or out-of-court settlement covered by the indemnity provisions hereof without the prior written consent of the Issuer, such consent not to be unreasonably withheld or delayed.
- 9.5 Survival:** For the avoidance of doubt, this Clause 9 shall survive the termination or expiry of this Agreement.

10 Communications

- 10.1 Notices:** Subject to Clause 10.3, any notice, demand, certificate or other document required to be given, made or served hereunder to any of the parties hereto (or by the Conversion Calculation Agent to the Principal Paying and Conversion Agent) shall only be given, by letter or electronic communication as follows:

in the case of the Issuer, to it at:

Standard Chartered PLC
1 Basinghall Avenue
London EC2V 5DD
United Kingdom

Email: Group-Corporate.Secretariat@sc.com
Attention: Group Treasurer

in the case of the Conversion Calculation Agent, to it at:

Conv-Ex Advisors Limited
30 Crown Place
London EC2A 4EB
United Kingdom

Email: calculation.agent@conv-ex.com
Attention: Calculation Agency Team

in the case of the Principal Paying and Conversion Agent, to it at:

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

Email: corpsov5@bnymellon.com
Attention: Corporate Trust Administration

or any other address or email address of which written notice has been given to the parties in accordance with this Clause 10.

- 10.2 Effect:** Communications under Clause 10.1 will take effect, in the case of a letter, when delivered, or, in the case of an electronic communication, when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) on a non-business day or after 5:00pm on a business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by electronic communication will be written legal evidence.
- 10.3 Electronic Communications:** The Issuer and the Conversion Calculation Agent agree that any communications relating to determinations, calculations or adjustments to be performed by the Conversion Calculation Agent under this Agreement shall be by electronic communication unless otherwise agreed.
- 10.4 Confidentiality:** The Conversion Calculation Agent and the Issuer undertake to respect and protect the confidentiality of all information acquired as a result of or pursuant to this Agreement and will not, without the other party's prior written consent, disclose any such information to a third party, unless it is required to do so by any applicable law or regulation (including securities market regulation) or by a competent authority having jurisdiction over the disclosing party or is

specifically authorised to do so hereunder (including to a third party providing services to the Conversion Calculation Agent pursuant to Clause 5.2) or by any separate agreement.

11 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

12 Governing Law and Jurisdiction

12.1 Governing Law: This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

12.2 Jurisdiction: The Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement may be brought in such courts.

13 Expiry

This Agreement shall terminate automatically on the date on which the Securities are redeemed in full pursuant to the Conditions or, if a Conversion Trigger Event occurs, the later of (i) the Conversion Date, or (ii) the date on which the Conversion Shares Depository receives delivery or payment of any and all Conversion Shares Offer Consideration.

14 Partial Invalidity

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and when taken together shall constitute one and the same instrument.

This Agreement has been entered into on the date stated at the beginning:

STANDARD CHARTERED PLC

By:

DocuSigned by:
Richard Staff
B362C0AC06D5493...

CONV-EX ADVISORS LIMITED

By:

A handwritten signature in black ink, appearing to be 'MD', with a long horizontal stroke extending to the right.

Mark Dalton, Managing Director