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Standard Chartered PLC Rights Issue Guide

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

This document is not a prospectus but an advertisement and investors should not acquire any securities referred to in this document except on the basis of the information contained in the Prospectus. Copies of the Prospectus are available at <http://investors.standardchartered.com>, and can also be obtained from the Company's share registrar, Computershare Investor Services PLC. This document does not constitute a recommendation regarding the securities of Standard Chartered PLC.

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

This document is not a summary of the Prospectus or the Form of Election and should not be regarded as a substitute for reading the full Prospectus and Form of Election.

You have been allocated various “Rights”. The accompanying “Form of Election” sets out the number of shares you owned on 24 November, 2008 and the number of Rights that have been allocated to you (which is the same as the number of new shares you are entitled to buy at 390 pence per share under the Rights Issue).

You have various options which have different deadlines for when your completed Form of Election must be received by Computershare Investor Services PLC. The earliest deadline is 10 December, 2008. To help you complete your Form of Election please read this Guide in full.

If you are in any doubt as to the action you should take, you are recommended to seek immediately your own personal financial advice from your stockbroker, bank manager, solicitor, accountant, fund manager or other appropriate independent financial adviser, who is authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If after reading the enclosed documents you have any further questions, please call our Shareholder Helpline on the numbers set out below. This helpline is available from 8.30 a.m. to 5.30 p.m. (UK time) Monday to Friday and will remain open until 9 January, 2009.

**Shareholder Helpline telephone numbers:
0870 702 0138 (from inside the UK) or +44 870 702 0138 (from outside the UK)**

If you sell or transfer or have sold or otherwise transferred all of your existing shares (other than “ex-rights”) before 27 November, 2008 (the “Ex-Rights Date”), please forward this Guide together with the Form of Election as soon as possible to the purchaser or transferee, or to the bank, stockbroker 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 subject to certain exceptions the United States, Canada, India, South Africa or Switzerland. If you sell or have sold or transferred only part of your holding of existing shares (other than “ex-rights”) before the Ex-Rights Date, please call the Shareholder Helpline.

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What is happening?

Standard Chartered PLC is raising approximately £1.8 billion of new capital (net of expenses) through what is called a “Rights Issue”.

What is enclosed with this pack?

- A Form of Election (“FOE”) – the form you must send to us to tell us whether or not you want to take up your Rights to buy new shares.
- A prepaid business reply envelope to return your FOE (from within the UK only).

Rights Issue Prospectus

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

<http://investors.standardchartered.com>

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

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.

You have a number of options:

Option 1: Take up all of your Rights

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

Option 3: Sell all of your Rights

Option 4: Do nothing (let your Rights lapse)

Option 5: Other

This Guide and the enclosed blue FOE are for use only by persons who own Ordinary Shares via the Standard Chartered ShareCare Nominee Account.

If you also hold shares in your own name you will also receive a white Provisional Allotment Letter and a separate Rights Issue Guide. You need to decide separately what to do in relation to each of your holdings.

- 1. What is a Rights Issue?** Standard Chartered PLC is raising approximately £1.8 billion 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 buy further shares in proportion to their existing shareholdings.
- 2. Why is Standard Chartered PLC undertaking the Rights Issue?** A full description of the background to and reasons for the Rights Issue is set out in the Prospectus dated 26 November, 2008. The Prospectus is available on the Company's website at <http://investors.standardchartered.com>. Recent announcements made by the Company are available at <http://investors.standardchartered.com>.
- 3. What is being offered?** Qualifying Shareholders are being offered the opportunity to buy 30 extra Standard Chartered PLC shares for every 91 shares that they held through the ShareCare Nominee Account on 24 November, 2008 at a price of 390 pence per new share. The new shares are being offered at a 48.7 per cent discount to the price your existing shares closed at on 21 November, 2008.
- 4. Am I entitled to buy new shares?** If your name is on the enclosed FOE, and you have not sold all your shares prior to 27 November, 2008, you are entitled to buy new shares. You have been sent a FOE because you hold your shares through the ShareCare Nominee Account.
- Shareholders with a registered address in the United States or Canada, India, South Africa or Switzerland are not entitled to participate in the Rights Issue. Shareholders resident outside the United Kingdom are responsible for complying with any applicable legal requirements in their own jurisdictions in relation to the Rights Issue.
- 5. How many new shares am I entitled to buy?** The number of new shares that you are entitled to buy is set out on your FOE. This number was determined by dividing the number of shares you owned on 24 November, 2008 by 91 and multiplying by 30, then rounding down to the nearest whole number.
- For example, if you owned 182 shares you would be entitled to buy 60 new shares at 390 pence per share. This would cost a total of £234.
- 6. What options do I have?** You can choose one of 5 options:
- Option 1: Take up all** of your Rights and make a payment
- If you choose to take up all of your Rights to new shares, the proportion of the total number of shares in the Company that you will own will be the same as it was before the Rights Issue.
- Option 2: Take up some** of your Rights through **Cashless Take Up**
- You have the option to sell some of your Rights in order to take up the remaining Rights to new shares. This is known as 'Cashless Take Up' because you do not have to pay any additional money.
 - You may instruct the Company's share registrar, Computershare Investor Services PLC, to arrange this Cashless Take Up of Rights by ticking Box 4 on your FOE.
 - Computershare Investor Services PLC will charge you a £5.00 fee for this Service. Please refer to the terms and conditions in Part B of this Guide.
- Option 3: Sell all** of your Rights to new shares
- If you decide to sell all of your Rights, the number of shares you own in the Company will stay the same, but the proportion of the total number of shares in the Company that you own will be lower than that which you currently own.
 - You may instruct the Company's registrar, Computershare Investor Services PLC, to arrange the sale for you under this Option 3 by ticking Box 5 on your FOE.
 - Computershare Investor Services PLC will charge you a £5.00 fee for selling all of your Rights, which will be deducted from the proceeds of the sale payable to you. Please refer to the terms and conditions in Part B of this Guide.

Option 4: Do nothing (let your Rights lapse)

- You must return your FOE to Computershare Investor Services PLC by 16 December, 2008. If you do not return your FOE by that date, your Rights to new shares will lapse the next day. Your lapsed Rights may be sold to other people and any net proceeds of the sale will be returned to you by cheque (provided that the amount exceeds £5.00).

Option 5: Other

- You may also take up only some of your Rights to new shares. You may instruct the Company's registrar, Computershare Investor Services PLC, to arrange this for you by completing Boxes 6 and 7 on your FOE. You will need to calculate the amount you need to pay: **amount of Rights you wish to take up x 390 pence.**
- 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. If you require further information, please call the Shareholder Helpline at the number indicated on the front of this Guide.

Please make your election on your FOE. See Part C of this Guide for help in completing your FOE or please call the Shareholder Helpline at the number indicated on the front of this Guide for further information.

7. What are "Rights"?

Each "Right" allocated to you is a right to buy a new share under the Rights Issue. If you are entitled to buy 11 new shares, you have been allocated 11 Rights.

8. What does "take up" mean?

To "take up" means to exercise a Right to buy new shares at 390 pence per share under the Rights Issue.

9. What does "lapse" mean?

To "lapse" means to expire. If you do not return a completed FOE by 16 December, 2008, your Rights to new shares will lapse, or expire, the next day and you will no longer be entitled to take up or sell your Rights. Your lapsed Rights may be sold to other people and any net proceeds of the sale will be returned to you by cheque (provided that the amount exceeds £5.00).

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

There will be no charge for taking up your Rights. However, If you choose to take up your Rights by 'Cashless Take Up' (Option 2) or if you choose to sell all of your Rights (Option 3) Computershare Investor Services PLC will charge a £5.00 fee which will be deducted from the proceeds of the sale of your Rights.

11. If I decide to sell my Rights to new shares, how much money will I receive?

The price you will receive for your Rights will depend on market conditions. Please be aware that the market price for Rights is different from the issue price of the new shares under the Rights Issue. The market price for Rights reflects any premium the market places on the Rights.

For example:

- If the market price of the ordinary shares is 760p, the value of each Right may be somewhere in the region of 370p, reflecting the difference between the issue price of the new shares (390p) and the market price of the ordinary shares.
- If the market price of the ordinary shares is less than 390p, the Rights may not have any value.

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

It is possible that Computershare Investor Services PLC will obtain little or no proceeds from the sale of some or all of your Rights, or that Computershare Investor Services PLC will not be able to sell your Rights, depending on market conditions. If Computershare Investor Services PLC does not sell your Rights, they will lapse on 17 December, 2008. Lapsed Rights may be sold to other people and any proceeds of the sale will be returned to you by cheque (provided that the amount exceeds £5.00).

If you instruct Computershare Investor Services PLC to sell your Rights on your behalf, Computershare Investor Services PLC may combine your Rights with the Rights of other shareholders and sell them all together. 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.

12. If I decide to sell my Rights to new shares, when will I receive the proceeds?

If you choose to sell some of your Rights to new shares 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 £5.00 charge) to purchase your remaining Rights.

If you sell all or some of your Rights (Option 3 or 5, respectively), Computershare Investor Services PLC will send you a cheque for the proceeds (less Computershare Investor Services PLC's £5.00 charge) by 17 December, 2008.

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

If you have any questions on the tax implications you should contact a duly authorised independent financial/taxation adviser. Neither Standard Chartered PLC nor Computershare Investor Services PLC can provide any tax or other investment advice in relation to the Rights Issue.

14. When will I receive my new shares?

If you take up your Rights (under Options 1, 2 or 5), your new shares will be held through the ShareCare Nominee Account on your behalf. You will be sent an advice note by 2 January, 2009 confirming the number of shares you hold through the ShareCare Nominee Account following the Rights Issue.

15. Will I be better off selling my Rights or letting them lapse?

The price you will receive if you sell your Rights yourself or allow them to lapse will depend on market conditions. Neither Standard Chartered PLC nor Computershare Investor Services PLC can advise you in relation to the Rights Issue.

Please contact your broker or another independent financial adviser if you would like advice on how to deal with your Rights.

16. What do I need to do next?

Unless you wish to let your Rights lapse, you must complete and return the blue FOE to Computershare Investor Services PLC, before the relevant deadline. A prepaid business reply envelope has been provided for this purpose. Please note that different options have different deadlines. Please read and complete your FOE carefully and please ensure that you post your FOE in plenty of time to meet the relevant deadline. See Part C of this Guide for help in completing your FOE or contact the Shareholder Helpline at the number indicated on the front of this Guide.

17. Why have I received two forms (a white Provisional Allotment Letter and a blue FOE)?

If you hold shares in Standard Chartered PLC in your own name, you should have received a white Provisional Allotment Letter.

If you hold shares in Standard Chartered PLC through the ShareCare Nominee Account, you should have received a blue FOE.

If you hold some shares through the ShareCare Nominee Account and some in your own name, you have received both forms. You need to decide what to do separately in relation to each holding.

If you are not sure if you have received the right forms, please call the Shareholder Helpline at the number indicated on the front of this Guide.

18. What happens if I don't return my form in time?

The Rights Issue process must run according to a strict timetable. If your completed FOE is received after the relevant deadline, your election will not be processed and your Rights will lapse. If you are posting your FOE, it is recommended that you allow sufficient time for delivery.

19. Where can I find out further information?

If you need further information or help in completing your FOE, please telephone the Standard Chartered PLC Shareholder Helpline at the number indicated on the front of this Guide. Please be aware that, for legal reasons, the Shareholder Helpline will only be able to provide information contained in the Prospectus and information relating to Standard Chartered PLC's 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.

20. What if I change my mind?

Once you have sent your FOE and payment, you cannot withdraw your application or change the number of new shares that you have applied for, except in the very limited circumstances set out in the Prospectus.

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

1. Definitions

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

'Broker' means any broker or Market Maker which Computershare uses from time to time in order to execute instructions;

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

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

'Computershare Company Nominees Limited' means a wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the ShareCare Account which shall be a member of the CREST system and whose business will consist solely of acting as a nominee;

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

'Dealing Date' means any date following receipt of your valid instructions pursuant to paragraph 2, 3 or 4 on which we execute your instructions;

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

'Exercise Costs' means a £5.00 fee payable to Computershare by any person giving postal instructions to sell all of their Rights through the Service;

'Exercise Price' means 390 pence per Share;

'Final Cut Off Date' means 10 December, 2008, unless that date is postponed;

'Final Dealing Date' means 11 December, 2008, or in the event that the last date for acceptances under the Rights Issue is delayed, the first Business Day following the Final Cut Off Date;

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

'FSA' means the Financial Services Authority;

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

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

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

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

'Interim Cut Off Period' means, to the extent applicable, the period from 27 November, 2008 to the first Interim Cut Off Date, the period from the day after any Interim Cut Off Date to the next Interim Cut Off Date, or the period from the day after the final Interim Cut Off Date to the Final Cut Off Date;

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

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

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

'Nominee Account' the service provided by Computershare pursuant to which Computershare Nominee holds shares as nominee;

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

'Retail Client' means an individual participant in the Nominee Account who is not a financial services professional. Retail Clients are offered the full protection of the FSA rules;

'Rights' means the rights being offered to you to acquire additional Shares in a proportion of 30 new Shares for every 91 Shares held in the ShareCare Account on your behalf on 24 November, 2008, which new Shares will also be held in the Nominee Account on your behalf;

'Rights Issue' means the rights issue announced by Company on 24 November, 2008;

'Sale Period' means the period from 27 November, 2008 to 11.00 a.m. on 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 proceeds of any sale of Rights from the Broker, which will normally be three Business Days following the date of the trade;

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

'we/us' means Computershare; and

'you' means the person holding an interest in the Rights.

2. Instruction to Sell All Your Rights

(a) You may instruct us to sell all of your Rights by ticking Box 5 under Option 3 "Sell all of your Rights" on 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 2, Bristol, BS99 6AG in the prepaid envelope provided.

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

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

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

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

3. Instruction to elect for Cashless Take Up

(a) To elect for a Cashless Take Up via the postal service you will need to tick Box 4 under Option 2 "Cashless Take Up" on 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 2, Bristol, BS99 6AG in the prepaid envelope provided.

You must complete this process by 3.00 p.m. on the Final Cut Off Date.

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

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

(d) An Advice Note recording both transactions will be sent to you at the address we have recorded for you on the Nominee Account register.

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

(f) The Shares acquired by taking up your Rights will be held on your behalf in the Nominee Account on the same terms and conditions as the Shares that are currently held on your behalf in the ShareCare Account.

4. How and when we will carry out your instructions

Sell all your Rights (Option 3)

(a) With respect to valid instructions pursuant to paragraph 2 or 3 of these terms and conditions received by us on or before 3.00 p.m. on the Final Cut Off Date, we will use reasonable endeavours to instruct a Broker to sell your Rights pursuant to such instructions by the Final Dealing Date.

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

(c) We 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 one transaction or on the same day.

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

(h) Based on market conditions, if on any given Dealing Date it is in our reasonable opinion unlikely that the proceeds from the sale of Rights would exceed the Exercise Costs for the majority of shareholders (where Rights are

being sold in bulk), we or the Broker will not sell your Rights on that Dealing Date but rather will defer the sale to a future Dealing Date or future Dealing Dates, up to and including the Final Dealing Date.

(i) Instructions received pursuant to paragraph 2 or 3 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 17 December, 2008. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for any net proceeds of the sale of your lapsed Rights (provided that the amount exceeds £5.00).

Cashless Take Up (Option 2)

(k) In respect to valid instructions pursuant to paragraph 4 of these terms and conditions received by us on or before 3.00 p.m. on the Final Cut Off Date, we will use reasonable endeavours to instruct a Broker to sell a sufficient number of your Rights by the Final Dealing Date in order for us to arrange for your Cashless Take Up.

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

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

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

(o) If your instructions pursuant to paragraphs 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.

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

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

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

(s) Instructions received pursuant to paragraphs 2 or 3 above will be processed on a first come, first served basis. If sales are deferred, all Cashless Take Up instructions received in the same period will be aggregated and the aggregate instructions will be executed in order according to the period during which they were received.

(t) Notwithstanding any other provision of these terms and conditions, if your Rights are not sold by us or the Broker by the Final Dealing Date, we reserve the right to instruct a Broker to sell your Rights after this date. If your Rights are not sold they will lapse on 17 December, 2008. Lapsed Rights may be sold to other buyers by the Company's underwriters and we will send you a cheque for any net proceeds of the sale of your lapsed Rights (provided that the amount exceeds £5.00).

General Dealing Matters

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

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

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

(x) The Broker will normally select execution venues that are Regulated Markets or Multilateral Trading Facilities (MTF): these are markets authorised to the extent that they operate in accordance with non-discretionary rules as required by MiFID (e.g. London Stock Exchange). In order to obtain the best possible result, the Broker may decide at its discretion to execute your instruction outside a Regulated Market or MTF; this could happen if the Broker deals as principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. By using this Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a Regulated Market or MTF.

(y) When transmitting your instructions to a Broker for execution we will take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with the execution of client instructions by the Broker receiving these instructions from us. These factors will usually give priority to the prevailing price and costs. Appropriate information from the policy has been disclosed as part of these terms and conditions; a full copy of the policy is available upon a written request made to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.

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

5. Sale Proceeds

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

(b) The proceeds of the sale of your Rights less the Exercise Costs will be sent to you by cheque at the address recorded for you on the 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. We do not accept instructions which are given by fax, email, or on photocopied forms.

(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.

7. Our Fees

(a) For each sale of Rights in accordance with instructions given pursuant to paragraph 2 or 3 above we will charge a fee of £5.00.

(b) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions then we may write and ask you to pay for that service or information.

8. Liability

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

(b) If you are in any doubt as to whether an instruction has been received or carried out you should telephone Computershare immediately using the shareholder helpline on 0870 702 0138 (or +44 870 702 00138) from outside the UK) between 8.30 a.m. and 5.00 p.m. Monday to Friday.

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

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

9. Contacting each other

(a) All notices and other communications which you send us should be addressed to Computershare Investor Services PLC, Corporate Actions 2, Bristol, BS99 6AG. We can also be contacted by telephone on the number given in 8(b) above between 8.30 a.m. and 5.00 p.m. Monday to Friday.

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

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

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

10. General

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

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

(c) The price of Rights may fluctuate in the period after we receive your instructions pursuant to paragraph 2, 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.

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

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

(g) We reserve the right to delay taking action on any particular instructions from you if we consider that we need to obtain further information from you, or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns we may have about the validity of, or any other matter relating to such instructions.

(h) We will not do anything which would breach any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

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

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

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

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

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

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

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

(p) We and our agents (including any Broker) may effect transactions notwithstanding that we or they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with our and its duty to persons using this Service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AG

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

(r) By signing the Form of Election and electing to sell all of your Rights, you warrant that you are renouncing all of your Rights. By signing the Form of Election and electing Cashless Take Up, you warrant that you are renouncing that number of your Rights as are required to be sold to effect Cashless Take Up.

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

11. Data Protection Notice

Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

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

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

You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

12. Complaints and Compensation

(a) We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure, please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of which are available on request.

(b) Computershare is covered by the FSCS and you may be entitled to compensation if Computershare cannot meet its obligations to you under these terms and conditions. Most types of investment business are covered for 100% of the first £30,000 of a claim and 90% of the next £20,000 of a claim so the maximum compensation is £48,000 per claim. Further details of the FSCS are available on request.

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

OPTION 1 Take Up all of your Rights

1 Make out a cheque payable to 'Standard Chartered Rights Issue' and crossed 'A/C Payee Only' for the full amount indicated in Box 3 of your FOE.

2 Write your name and your "SRN" (indicated at the top of your FOE) on the reverse of the cheque and attach it to your FOE.

3 Put your FOE and cheque in the prepaid business reply envelope provided.

OPTION 2 Take up some of your Rights: Cashless Take Up

The sale price is not guaranteed as it depends on market price at the time of sale.

1 Tick Box 4 on your FOE and sign and date at the bottom of your FOE.

2 Put the FOE in the prepaid business reply envelope provided.

OPTION 3 Sell all your Rights

The sale price is not guaranteed as it depends on the market price at the time of sale.

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

2 Put the FOE in the prepaid business reply envelope provided.

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 17 December, 2008. Your lapsed Rights may be sold to other buyers. Any net proceeds will be returned to you by cheque as long as the amount exceeds £5.00.

OPTION 5 Other

You may also take up only some of your Rights to new shares. You may instruct the Company's registrar, Computershare Investor Services PLC, to arrange this for you by completing Boxes 6 and 7 on your FOE. You will need to calculate the amount you need to pay: **amount of Rights you wish to take up x 390 pence.**

You may also withdraw from the ShareCare Nominee Account in order to have your Rights allotted to you in your own name so as to give you further options. Please call the Shareholder Helpline **as soon as possible** on 0870 702 0138 between 8:30 a.m. and 5:30 p.m. if you wish to do this.

4

Post this to reach us by
11.00 a.m. on
16 December, 2008.

Deadline:
16 December, 2008

3

Post this to reach us by
3.00 p.m. on
10 December, 2008.

Deadline:
10 December, 2008

3

Post this to reach us by
3.00 p.m. on
10 December, 2008.

Deadline:
10 December, 2008

- Carefully read this Guide, the FOE and the Prospectus (available at <http://investors.standardchartered.com>).
- More than one member of your household may be a Standard Chartered PLC shareholder. Keep individual applications from your household separate.
- Pay any cheques from your own account; payment must be in pounds sterling. Third party cheques may be returned, and your application may not be processed.
- Make sure any cheque 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.
- Please do not post-date your cheque.
- Only one cheque is allowed per FOE.
- If you use a Building Society cheque or banker's draft ensure that your name is on the reverse to enable us to link your payment to your application. Cheques over €15,000 (approximately £13,000) may be subject to anti-money laundering verification.
- If your cheque is returned marked insufficient funds, your instructions may not be processed and your Rights may lapse.
- Make sure your form is filled in properly, as indicated in the instructions in Part C of this Guide. Incorrect or incomplete forms may not be accepted.
- **ENSURE YOU SIGN BOTH THE FOE AND CHEQUE.**
- 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 before the required deadline.**
- Use the prepaid business reply envelope provided with this Guide.

BRISTOL

(relevant address where posting FOE)

Computershare Investor Services PLC

Corporate Actions 2

Bristol

BS99 6AG

United Kingdom

- 27 November, 2008** Trading in the Nil Paid Rights commences ('Nil Paid Rights are the legal name of the Rights allocated to shareholders as part of a Rights Issue).
- 10 December, 2008** 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.
- 10 December, 2008** Any instructions to sell all of your Nil Paid Rights must have been received by Computershare Investor Services PLC no later than 3.00 p.m.
- 16 December, 2008** 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.
- 2 January, 2009** Advice Notes and cheques posted to shareholders.





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 securities of the Company. The Company’s employees must not 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 take your own advice from an independent financial adviser who is duly authorised to give this advice under the Financial Services and Markets Act 2000.

This document does not constitute an offer for sale of securities of the Company in the United States, Canada, India, South Africa or Switzerland. Such securities 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.

The issue, exercise or sale of Rights and the acquisition of 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 applicable prospectus. This document does not constitute an offer to sell, or the solicitation of an offer to buy or acquire 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 Provisional Allotment Letters and/or the Forms of Election into jurisdictions other than the United Kingdom 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.

For further information

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

<http://investors.standardchartered.com>

Additional information regarding the Rights Issue can also be found via the following link:

<http://investors.standardchartered.com>

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

Shareholder Helpline telephone numbers:

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

Registered Office

Standard Chartered PLC
1 Aldermanbury Square,
London EC2V 7SB, UK
Tel: +44 20 7280 7500

(Registered in England and Wales: 966425)

