

WITHDRAWAL ORDER

with respect to Indian depository receipts issued by

STANDARD CHARTERED BANK, MUMBAI

in respect of ordinary shares of nominal value of US\$0.50 each in the capital of

STANDARD CHARTERED PLC

Pursuant to the Deposit Agreement executed by Standard Chartered PLC and Standard Chartered Bank, Mumbai dated 8 May 2010, as amended (the **Deposit Agreement**), I deliver this Withdrawal Order (as defined in the Deposit Agreement) and request that you take the actions specified in this Withdrawal Order with respect to the Indian depository receipts described in this Withdrawal Order. Terms defined in the Deposit Agreement and in the operating guidelines (available on the Company's website: <http://investors.sc.com/en/>) (the "**Operating Guidelines**") have the same meanings in this form.

| | |
|---|--|
| Name of IDR Holder: | |
| Address of IDR Holder: | |
| Beneficiary Account Number: (if applicable) | |
| DPID: | |
| Client ID: | |
| Distinctive No: | |
| IDR Certificate Number: (if applicable) | |
| Evidence of transfer/Delivery Instruction Form enclosed: (e.g. Original IDR Certificate or NSDL/CDSL/DP Statement) | |
| Fees enclosed: Demand Draft in favour of <i>"Standard Chartered Bank, India"</i> | (Rs. 0.349 per IDR - equivalent of US\$ 0.05 for every 10 IDRs to be redeemed pursuant to the Withdrawal Order and service tax @ 12.36%) |
| Number of IDRs to be redeemed: <u>IDRs to be delivered to account:</u> Account: <i>KCPL Escrow Account - SCB IDR Redemption</i> DP Name: <i>Karvy Stock Broking Limited</i> DP ID: <i>IN300394</i> Client ID: <i>18607451</i> | Must be in multiples of 10 IDRs (see note below#) |

| | |
|--|--------------------------|
| Delivery Instructions for Deposited Property* including UK CREST client and account number** where any ordinary shares of Standard Chartered PLC are to be delivered: | UK CREST CLIENT NAME: |
| | |
| | |
| | UK CREST PARTICIPANT ID: |
| | |

INDEMNITY CLAUSE

We shall indemnify and keep indemnified and hold harmless Standard Chartered PLC, BNY Mellon, Standard Chartered Bank (collectively referred to as the "Indemnified Persons") (on an after tax basis) against and from any and all claims, actions, demands, proceedings, notices, liabilities, losses, damages, costs and expenses (including reasonable legal fees and disbursements), interest, penalties and taxes incurred by the Indemnified Persons or to which the Indemnified Persons may become subject and arising directly or indirectly from the failure by us or otherwise (or where relevant, any person) to pay (or discharge) any stamp duty, stamp duty reserve tax, income tax, capital gains tax, withholding tax or any other similar duty or tax charged or chargeable or determined /held as chargeable, levied or leviable or determined /held as leviable, in India, the United Kingdom or elsewhere in connection with the withdrawal of Deposited Property and any subsequent transfer thereof or the deposit, cancellation or redemption of IDRs, or any fraud or other failure by us.

***I acknowledge and agree that the delivery of any Deposited Property will be at my risk and expense and none of the Overseas Custodian, the Domestic Depository, the Registrar or the Company will have any liability to me in respect of the delivery of such Deposited Property.**

**** If an IDR Holder does not have a UK CREST account, such IDR Holder may seek to appoint a SEBI registered broker providing broking services in the UK. Please refer to the Frequently Asked Questions document (available on the Company's website: <http://investors.sc.com/en/>). Any such appointment is at the IDR Holder's sole risk and none of the Company, its subsidiaries or its subsidiary undertakings accepts any responsibility in respect of any such appointment or makes any representation or warranty, express or implied, in respect of any such appointment, any SEBI registered broker or any broking services provided by any SEBI registered broker.**

SIGNATURE OF IDR HOLDER (if an individual)

.....

Witnessed by:

.....

Name:

EXECUTION BY IDR HOLDER (if a company)

.....

Director

.....

Director/Secretary

#Note: Under the terms of the Deposit Agreement a request for withdrawal of Deposited Property may only be made in respect of such number of IDRs as would together represent a whole number of Shares (10 IDRs represent one Share).

Kindly read the instructions mentioned in the Operating Guidelines carefully before submitting the Withdrawal Order. IDR Holders may submit duly filled, stamped and signed Withdrawal Orders along with the relevant enclosures (as mentioned in the Operating Guidelines) and fees in the following manner and at the following locations:

Hand delivery between 10:00 a.m. to 5:00 p.m. during the Redemption Window:

- At the centres designated by the Registrar as specified in Annexure A of the Operating Guidelines (available on the Company's website: <http://investors.standardchartered.com/en/>); or
- At the office of the Registrar at Karvy Computershare Private Limited, Plot No. 17-24, Vittal Rao Nagar, Madhapur, Hyderabad – 500 081.

Registered Post or courier during the Redemption Window:

- At the office of the Registrar only at Karvy Computershare Private Limited, Plot No. 17-24, Vittal Rao Nagar, Madhapur, Hyderabad – 500 081. In this situation, IDR Holders shall ensure that they dispatch the Withdrawal Order well in advance such that the Registrar receives the Withdrawal Order before the close of the Redemption Window.

Withdrawal Orders submitted at times or locations or by modes other than those specified herein above shall be liable to be rejected.

IDR Holders shall not be permitted to amend, revise, cancel or withdraw their redemption request after submission of the Withdrawal Order.

IDR Holders are advised to ensure that the request for redemption in the Withdrawal Order does not exceed any investment limits or maximum number of Shares that can be held by them under applicable law or regulation. IDR Holders shall note that in case the DP ID and the Client ID mentioned in the Withdrawal Order by the IDR Holder does not correspond with the DP ID and Client ID available in the database maintained by the Security Depositories, the Withdrawal Order is liable to be rejected. IDR Holders shall note that in case the UK CREST details are found to be incorrect or incomplete the Withdrawal Order is liable to be rejected.

IDR Holders may only submit Withdrawal Orders in circumstances where the submission of such Withdrawal Order and the redemption of the relevant IDRs into Shares does not give rise to any requirement on the part of the Company, the Domestic Depository, the Overseas Custodian or the Registrar in any jurisdiction to comply with any filing or other requirement or to pay any fees or expenses. Any Withdrawal Order in respect of which the foregoing applies will be rejected. By submitting a Withdrawal Order, the relevant IDR Holder is deemed to have represented and warranted that there is no such requirement in relation to the IDRs he is seeking to redeem into Shares. US Persons (within the meaning of Regulation S under the US Securities Act of 1933, as amended) are not eligible to submit Withdrawal Orders and any person submitting a Withdrawal Order is deemed to have represented and warranted that he is not a US Person.