

INSTRUCTION LETTER

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 (the “Company”) and Standard Chartered Bank, Mumbai dated 8 May 2010, as amended from time to time (the “Deposit Agreement”) and your letter of June 15, 2019 in respect of the Surrender & Sale Process, I deliver this Instruction Letter and request that you take the actions specified in this Instruction Letter with respect to the IDRs described herein. Further, I/ we authorise the broker engaged by the Domestic Depository to sell the Shares underlying the IDRs surrendered by me/us, on the LSE, as part of the Surrender & Sale Process. Capitalised terms used in this Instruction Letter, but not defined herein, shall have the meanings given to them in the Deposit Agreement and/or the surrender & sale operating guidelines (available on the Company’s website: <https://www.sc.com/en/investors>) (the “Surrender & Sale Operating Guidelines”).

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)	
Number of IDRs for which underlying Shares are requested to be sold on the London Stock Exchange: <u>IDRs to be delivered to account:</u> Account: KFPL Escrow Account – SCB IDR Surrender Account DP Name: Karvy Stock Broking Limited DP ID: IN300394 Client ID: 20022789 (Note: Must be in multiples of 10 IDRs)
Details of the account (held with a bank in India and eligible to receive the proceeds of sale of Shares) for receiving the proceeds by way of wire transfer (after deduction of applicable brokerage fees of the broker tendering the Shares for sale on the LSE):	NAME ON THE BANK ACCOUNT: ACCOUNT NUMBER: BANK NAME: IFSC CODE OF THE BANK: MICR CODE

INDEMNITY CLAUSE

We shall indemnify and keep indemnified and hold harmless the Company, the Registrar, the Overseas Custodian and the Domestic Depository (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 Surrender & Sale Process, or any fraud or other failure by us.

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

SIGNATURE OF IDR HOLDER (if an individual)

.....

Witnessed by:

.....

Name:

EXECUTION BY IDR HOLDER (if a company)

.....

Director

.....

Director/Secretary

.....

Date

Kindly read the instructions mentioned in the Surrender & Sale Operating Guidelines carefully before submitting this Instruction Letter. IDR Holders may submit duly filled, stamped and signed Instruction Letters along with the relevant enclosures (as mentioned in the Surrender & Sale Operating Guidelines) in the following manner and at the following locations:

Instruction Letters must be received by no later than 5.00 p.m. (Mumbai time) on August 2, 2019. Any instructions received after that point will not be processed.

Hand delivery between 10:00 a.m. to 5:00 p.m. on a Business Day (Monday to Friday):

- At the centres designated by the Registrar as specified in Annexure A of the Surrender & Sale Operating Guidelines (available on the Company's website: <https://www.sc.com/en/investors>); or
- At the office of the Registrar at Karvy Fintech Private Limited (*formerly known as* KCPL Advisory Services Private Limited), Karvy Selenium Tower B, Plot Nos. 31 & 32, Financial District Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032.

Registered Post or courier:

- At the office of the Registrar only at Karvy Fintech Private Limited (*formerly known as* KCPL Advisory Services Private Limited), Karvy Selenium Tower B, Plot Nos. 31 & 32, Financial District Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032.

Instruction Letters 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 surrender request after submission of the Instruction Letter.

IDR Holders shall note that in case the DP ID and the Client ID mentioned in this Instruction Letter by the IDR Holder does not correspond with the DP ID and Client ID available in the database maintained by the Security Depositories, this Instruction Letter is liable to be rejected.

IDR Holders shall note that the delivery of an Instruction Letter does not guarantee the sale of the Shares underlying the IDRs in relation to which the instructions are given and that any such Shares shall continue to be held by the Overseas Custodian and that the IDRs representing such Shares shall not be cancelled.

IDR Holders may only submit Instruction Letters in circumstances where the submission of such Instruction Letter and the surrender of IDRs and sale of Shares underlying such IDRs held by them 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 Instruction Letter in respect of which the foregoing applies will be rejected. By submitting an Instruction Letter, the relevant IDR Holder is deemed to have represented and warranted that there is no such requirement in relation to the IDRs representing the Shares that he is seeking to surrender for sale as part of the Surrender & Sale Process. US Persons (within the meaning of Regulation S under the US Securities Act of 1933, as amended) are not eligible to submit Instruction Letters and any person submitting an Instruction Letter is deemed to have represented and warranted that he is not a US Person.