

Certification of Acquirors of Regulation S ADRs or Beneficial Interests in the Regulation S Master ADR  
Upon Deposit of Preference Shares

\_\_\_\_\_  
(insert date)

JPMorgan Chase Bank, N.A., as Depositary  
ADR Department  
4 New York Plaza, 13<sup>th</sup> Floor  
New York, New York 10004

Re: STANDARD CHARTERED PLC - 7.014%

Dear Sirs:

Reference is hereby made to the Deposit Agreement, dated as of December 8, 2006 as amended as of May 17, 2007 (the "Deposit Agreement"), among Standard Chartered PLC (the "Company"), JPMorgan Chase Bank, N.A., as Depositary, and all holders from time to time of Regulation S American depositary receipts ("Regulation S ADRs") evidencing Regulation S American depositary shares ("Regulation S ADSs") and Rule 144A American depositary receipts ("Rule 144A ADRs") evidencing Rule 144A American depositary shares ("Rule 144A ADSs") issued thereunder.

Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement. References to the Deposit Agreement include the certification and other procedures established by the Depositary pursuant to such agreement.

This certification and agreement is furnished in connection with the deposit of Preference Shares and issuance of Regulation S ADSs to be evidenced by one or more Regulation S ADRs pursuant to Section 3 of the Deposit Agreement.

We represent, acknowledge and agree (or if we are a broker-dealer, our customer has confirmed to us that it represents, acknowledges and agrees) that by depositing the Preference Shares, we will become a party to and be bound by the provisions of the Deposit Agreement and that the Regulation S ADRs, the Regulation S ADSs evidenced thereby and the Preference Shares represented thereby have not been and will not be registered under the Securities Act of 1933, as amended (the "Act").

We certify that either:

- A. We are, or at the time the Preference Shares are deposited and at the time the Regulation S ADRs are issued will be, the beneficial owner of the Preference Shares and of the Regulation S ADSs evidenced by such Regulation S ADR or Regulation S ADRs, and (i) we are not a U.S. person (as defined in Regulation S under the Act ("Regulation S")) and we are located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Preference Shares to be deposited outside the United States (within the meaning of Regulation S), (ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) we are not in

the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of Regulation S ADSs and Preference Shares.

OR

- B. We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Preference Shares are deposited and at the time the Regulation S ADRs are issued will be, the beneficial owner of the Preference Shares and of the Regulation S ADSs evidenced by such Regulation S ADR or Regulation S ADRs, and (i) it is not a U.S. person (as defined in Regulation S) and it is located outside the United States (within the meaning of Regulation S) and acquired, or has agreed to acquire and will have acquired, the Preference Shares to be deposited outside the United States (within the meaning of Regulation S), (ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of Regulation S ADSs and Preference Shares.

We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to the expiration of 40 days after the later of the commencement of the offering of the ADSs and the Rule 144A ADSs on behalf of the Company and the related closing (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer such Regulation S ADRs, the Regulation S ADSs evidenced thereby or the Preference Shares represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, (b) outside the United States to a person other than a U.S. Person (as defined in Regulation S) in accordance with Regulation S, or (c) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States, . We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the ADSs evidenced by the Regulation S ADR or Regulation S ADRs referred to above or the Preference Shares represented thereby in accordance with clause (a) above prior to the expiration of the restricted period, we (or our customer) will, prior to settlement of such sale, cause such Preference Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our customer) will cause instructions to be given to the Depository to deliver such Preference Shares to the custodian under the depository receipt facility for deposit thereunder and issuance of a Rule 144A ADR evidencing a Rule 144A ADS upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of the Deposit Agreement.

Very truly yours,

\_\_\_\_\_  
(insert name of certifying entity)

By: \_\_\_\_\_

Name:

Title

