

Prospectus



Standard Chartered PLC

(Incorporated as a public limited company in England and Wales with registered number 966425)

Standard Chartered Bank

(Incorporated with limited liability in England by Royal Charter with reference number ZC 18)

Standard Chartered Bank (Hong Kong) Limited

(Incorporated with limited liability in Hong Kong: Number 875305)

Standard Chartered First Bank Korea Limited

(Incorporated in the Republic of Korea with limited liability: Number 1028121843)

U.S.\$20,000,000,000 Debt Issuance Programme

Under the Debt Issuance Programme described in this document (the "Programme") (which supersedes and replaces the Prospectus dated 7 November 2007 and each supplement thereto), Standard Chartered PLC ("SCPLC"), Standard Chartered Bank ("SCB"), Standard Chartered Bank (Hong Kong) Limited ("SCBHK") and Standard Chartered First Bank Korea Limited ("SC First Bank") (each of SCPLC, SCB, SCBHK and SC First Bank in such capacity an "Issuer" and together the "Issuers"), subject to compliance with all relevant laws, regulations and directives, may each from time to time issue debt securities (the "Notes"). The Notes may rank as senior obligations of the relevant issuer ("Senior Notes") or subordinated obligations of the relevant issuer ("Subordinated Notes"). The aggregate principal amount of Notes outstanding will not at any time exceed U.S.\$20,000,000,000 (or the equivalent in other currencies and subject to increase as provided herein).

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 ("FSMA") (the "UK Listing Authority") for Notes issued by SCPLC, SCB or SCBHK under the Programme within 12 months of the date of this document to be admitted to the official list of the UK Listing Authority (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market (the "Market"). The Market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments.

Application has also been made to The Stock Exchange of Hong Kong Limited (the "Hong Kong Stock Exchange") for permission to deal in, and for the listing of, Notes issued by SCPLC, SCB or SCBHK under the Programme by way of selectively marketed securities (as defined in the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange (the "HKSE Rules") within 12 months of the date of this document on the Hong Kong Stock Exchange. The relevant Final Terms (as defined below) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market and/or listed on the Hong Kong Stock Exchange (or listed on any other stock exchange).

Application has been made to the Singapore Exchange Securities Trading Limited (the "SGX-ST") for permission to deal in, and for quotation of, any Notes to be issued by SC First Bank and which are agreed at the time of issue to be listed on the SGX-ST. The relevant Final Terms in respect of any issue of Notes by SC First Bank will specify whether or not such Notes will be listed on the SGX-ST or any other stock exchange. There is no guarantee that an application to the SGX-ST will be approved. Admission of the Notes issued by SC First Bank to the Official List of the SGX-ST is not to be taken as an indication of the merits of SC First Bank or of such Notes. The SGX-ST assumes no responsibility for the correctness of any statement made or opinions expressed herein.

This document includes particulars given in compliance with the HKSE Rules for the purpose of giving information with regard to SCPLC, SCB and SCBHK and the Notes. SCPLC, SCB and SCBHK accept full responsibility for the accuracy of the information contained in this document in respect of SCPLC, SCB and SCBHK, respectively.

The Hong Kong Stock Exchange takes no responsibility for the contents of this document, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

The Notes may be issued in bearer form only ("Bearer Notes"), in registered form only ("Registered Notes"), or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes"). Bearer Notes and Exchangeable Bearer Notes will be offered and sold only outside the United States to non-U.S. persons in reliance on Regulation S under the U.S. Securities Act of 1933 (the "Securities Act"). Registered Notes may be offered and sold (i) in the United States or to U.S. persons in reliance on Rule 144A under the Securities Act ("Rule 144A") only to qualified institutional buyers ("QIBs") as defined in Rule 144A and (ii) outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("Regulation S"). Prospective purchasers are hereby notified that the seller of Registered Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. It is not currently anticipated that SCBHK or SC First Bank would offer or sell any Notes in reliance on Rule 144A.

Each Series (as defined in "Summary of the Programme") of Bearer Notes or Exchangeable Bearer Notes will initially be represented on issue by a temporary global note in bearer form (each a "Temporary Global Note") or a permanent global note in bearer form (each a "Permanent Global Note"). Interests in a Temporary Global Note will be exchangeable, in whole or in part, for interests in a Permanent Global Note on or after the Exchange Date, upon certification as to non-U.S. beneficial ownership. Each Series of Registered Notes will be represented by registered certificates (each a "Certificate"), without coupons, and initially will be represented by a Global Certificate. Global Notes and Certificates in respect of Notes offered and sold outside the United States to non-U.S. persons in reliance upon Regulation S (irrespective of their form) may be either (i) in the case of Global Notes only, if they are stated in the applicable Final Terms to be issued in new global note ("NGN") form by SCPLC or SCB and to be held in a manner which is intended to enable them to be eligible collateral for Eurosystem monetary policy (such recognition will depend upon satisfaction of the Eurosystem eligibility criteria), the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank S.A./N.V. ("Euroclear"), and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") or (ii) in the case of Global Notes which are not stated in the applicable Final Terms to be issued in NGN form by SCPLC or SCB ("Classic Global Notes" or "CGNs") and all Certificates, they will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the "Common Depository") or (iii) in either case, lodged on or before the issue date with a sub-custodian in Hong Kong for the Central Money Markets Unit Service operated by the Hong Kong Monetary Authority (the "CMU Service"). Global Certificates in respect of Registered Notes offered and sold in the United States or to U.S. persons in reliance upon Rule 144A will initially be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC"). Beneficial interests in Global Notes or Certificates held in book-entry form through Euroclear, Clearstream, Luxembourg and/or the CMU Service will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg, or the CMU Service, as the case may be. Beneficial interests in Registered Notes represented by Global Certificates held through DTC will be shown on, and transfers thereof will be effected only through, records maintained by DTC. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form". Certain provisions governing restrictions on transfer of Registered Notes are described in "Transfer Restrictions".

In relation to any Tranche (as defined in "Summary of the Programme"), the aggregate nominal amount of the Notes of such Tranche, the interest (if any) payable in respect of the Notes of such Tranche, the issue price and any other terms and conditions not contained herein which are applicable to such Tranche will be set out in a final terms supplement ("Final Terms") which, with respect to Notes to be listed on the Market, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the Notes of such Tranche and with respect to Notes to be listed on the Hong Kong Stock Exchange, will be delivered to the Hong Kong Stock Exchange on or before the date of issue of the Notes of such Tranche.

Notes issued under the Programme may be rated or unrated. When an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Issuers may agree with any Dealer and BNY Corporate Trustee Services Limited (the "Trustee") that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event (in the case of Notes to be admitted to the Official List and to trading on the Market only) a supplemental prospectus or further prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Any person (an "Investor") intending to acquire or acquiring any securities from any person (an "Offeror") should be aware that, in the context of an offer to the public as defined in section 102B of the FSMA, SCPLC, SCB and/or SCBHK, as the case may be, may be responsible to the Investor for the SCPLC Prospectus, the SCB Prospectus or the SCBHK Prospectus under section 90 of FSMA, only if SCPLC, SCB and/or SCBHK, as the case may be, has authorised that Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by SCPLC, SCB and/or SCBHK. If the Offeror is not authorised by SCPLC, SCB or SCBHK, as appropriate, the Investor should check with the Offeror whether anyone is responsible for the relevant prospectus for the purposes of section 90 of the FSMA in the context of the offer to the public and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the SCPLC Prospectus, the SCB Prospectus or the SCBHK Prospectus and/or who is responsible for its contents it should take legal advice. Where information relating to the terms of the relevant Offer required pursuant to EU Directive 2003/71/EC (the "Prospectus Directive") is not contained in this Prospectus, it will be the responsibility of the relevant Offeror at the time to provide the Investor with such information.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this document.

Individual Registered Notes will only be available in certain limited circumstances as described herein. See "Clearing and Settlement".

Joint Arrangers

JPMorgan Cazenove

Standard Chartered Bank

Dealers

Banc of America Securities Limited
Goldman Sachs International
Merrill Lynch International
Standard Chartered Bank

Deutsche Bank
JPMorgan Cazenove
Morgan Stanley
UBS Investment Bank

5 November 2008

IMPORTANT

If you are in any doubt about this document you should consult your stockbroker, bank manager, solicitor, certified public accountant or other professional adviser.

This document includes the SCPLC Prospectus, the SCB Prospectus and the SCBHK Prospectus. Investors should note that:

1. the SCPLC Prospectus comprises this document with the exception of the information contained in the sections entitled "Standard Chartered Bank", "Capitalisation and Indebtedness of Standard Chartered Bank", "Standard Chartered Bank (Hong Kong) Limited", "Capitalisation and Indebtedness of Standard Chartered Bank (Hong Kong) Limited", "Standard Chartered First Bank Korea Limited", "Standard Chartered First Bank Korea Limited Financial Information", "Capitalisation and Indebtedness of Standard Chartered First Bank Korea Limited" and paragraphs 4, 5, 7, 8 and 18 in the section entitled "General Information";
2. the SCB Prospectus comprises this document with the exception of the information contained in the sections entitled "Standard Chartered PLC", "Capitalisation and Indebtedness of Standard Chartered PLC", "Standard Chartered Bank (Hong Kong) Limited", "Capitalisation and Indebtedness of Standard Chartered Bank (Hong Kong) Limited", "Standard Chartered First Bank Korea Limited", "Standard Chartered First Bank Korea Limited Financial Information", "Capitalisation and Indebtedness of Standard Chartered First Bank Korea Limited" and paragraphs 3, 5, 6, 8, 18, 21 and 22 in the section entitled "General Information"; and
3. the SCBHK Prospectus comprises this document with the exception of the information contained in the sections entitled "Standard Chartered PLC", "Capitalisation and Indebtedness of Standard Chartered PLC", "Standard Chartered Bank", "Capitalisation and Indebtedness of Standard Chartered Bank", "Standard Chartered First Bank Korea Limited", "Standard Chartered First Bank Korea Limited Financial Information", "Capitalisation and Indebtedness of Standard Chartered First Bank Korea Limited", "Selected Financial Information" and paragraphs 3, 4, 6, 7, 18, 21 and 22 in the section entitled "General Information".

The SCPLC Prospectus, the SCB Prospectus and the SCBHK Prospectus each comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive for the purpose of giving information with regard to SCPLC and SCPLC and its subsidiaries taken as a whole, to SCB and SCB and its subsidiaries taken as a whole, and SCBHK and SCBHK and its subsidiaries taken as a whole, respectively, and Notes to be issued by SCPLC, SCB or SCBHK during the period of 12 months from the date of this document, which, according to the particular nature of such Issuers and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of such Issuers. A copy of this document has been filed with the Financial Services Authority for the purposes of section 3.2 of the prospectus rules of the UK Listing Authority (the "Prospectus Rules").

This document is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" below).

SCPLC accepts responsibility for the information contained in the SCPLC Prospectus. To the best of the knowledge and belief of SCPLC, which has taken all reasonable care to ensure that such is the case, the information contained in the SCPLC Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

SCB accepts responsibility for the information contained in the SCB Prospectus. To the best of the knowledge and belief of SCB, which has taken all reasonable care to ensure that such is the case, the information contained in the SCB Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

SCBHK accepts responsibility for the information contained in the SCBHK Prospectus. To the best of the knowledge and belief of SCBHK, which has taken all reasonable care to ensure that such is the case, the information contained in the SCBHK Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The previous three paragraphs should be read in conjunction with paragraph 12 on the first page of this document.

An Investor intending to acquire or acquiring any Notes from an Offeror will do so, and offers and sales of the Notes to an Investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such Investor including as to price, allocations and settlement arrangements. SCPLC, SCB or SCBHK, as the case may be, will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the relevant prospectus and any Final Terms will not contain such information and an Investor must obtain such information from the Offeror.

No person has been authorised to give any information or to make any representation other than as contained in this document in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, any of the Dealers or the Arrangers (as defined in "Summary of the Programme"). Neither the delivery of this document nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of any Issuer since the date hereof or the date upon which this document has been most recently amended or supplemented or that there has been no adverse change in the financial position of any Issuer since the date hereof or the date upon which this document has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time after the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this document and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuers, the Dealers and the Arrangers to inform themselves about and to observe any such restriction.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED OR SOLD OR, IN THE CASE OF BEARER NOTES, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S).

THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S AND IN THE CASE OF REGISTERED NOTES, IF PROVIDED IN THE RELEVANT FINAL TERMS, WITHIN THE UNITED STATES TO QIBs IN RELIANCE ON RULE 144A. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF REGISTERED NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. IT IS NOT CURRENTLY ANTICIPATED THAT SCBHK OR SC FIRST BANK WOULD OFFER OR SELL ANY NOTES IN RELIANCE ON RULE 144A. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF NOTES AND THE DISTRIBUTION OF THIS DOCUMENT, SEE "SUBSCRIPTION AND SALE" AND "TRANSFER RESTRICTIONS".

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

NOTICE TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT NOR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ("RSA 421-B") WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN

EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

This document does not constitute an offer of, or an invitation by or on behalf of the Issuers or the Dealers to subscribe for or purchase, any Notes.

Subject as provided in the applicable Final Terms, the only persons authorised to use this document in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or any other persons named in the section "Non-exempt Offer" of the Final Terms (if any), as the case may be.

To the fullest extent permitted by law, none of the Dealers or the Arrangers accept any responsibility for the contents of this document or for any other statement, made or purported to be made by the Arrangers or a Dealer or on its behalf in connection with the Issuers or the issue and offering of the Notes. Each of the Arrangers and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this document or any such statement. Neither this document nor any document incorporated by reference nor any other financial statements or information supplied in connection with the Programme or the Notes is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by any of the Issuers, the Arrangers or the Dealers that any recipient of this document or any other financial statements or information supplied in connection with the Programme or the Notes or any document incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this document, in any document incorporated by reference, or in any other financial statements or information supplied in connection with the Programme or the Notes and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arrangers undertakes to review the financial condition or affairs of any of the Issuers during the life of the arrangements contemplated by this document nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arrangers.

In this document, unless otherwise specified or the context otherwise requires, references to "HK\$" and "Hong Kong dollars" are to the lawful currency of Hong Kong, to "U.S.\$" and "U.S. dollars" are to the lawful currency of the United States of America, to "Korean Won" and "KRW" are to the lawful currency of the Republic of Korea, to "NT\$" are to the lawful currency of Taiwan, to "BWP" are to the lawful currency of Botswana, to "TZS" are to the lawful currency of Tanzania and references to "Sterling" and "£" are to the lawful currency of the United Kingdom. References to "euro" and "€" are to the single currency introduced pursuant to the treaty establishing the European Community, as amended. References to "Hong Kong" shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

In connection with the issue of any Tranche (as defined in "Summary of the Programme"), the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

TABLE OF CONTENTS

	Page
Documents Incorporated by Reference	6
Supplementary Prospectus	8
Available Information	9
Enforceability of Judgments	9
Forward-Looking Statements	9
Summary of the Programme	10
Risk Factors	15
Terms and Conditions of the Notes	26
Summary of Provisions Relating to the Notes while in Global Form	54
Use of Proceeds	60
Standard Chartered PLC	61
Capitalisation and Indebtedness of Standard Chartered PLC	65
Standard Chartered Bank	67
Capitalisation and Indebtedness of Standard Chartered Bank	71
Standard Chartered Bank (Hong Kong) Limited	73
Capitalisation and Indebtedness of Standard Chartered Bank (Hong Kong) Limited	75
Standard Chartered First Bank Korea Limited	76
Standard Chartered First Bank Korea Limited Financial Information	79
Capitalisation and Indebtedness of Standard Chartered First Bank Korea Limited	84
Selected Financial Information	85
The Group	88
Taxation	105
Subscription and Sale	110
Form of Final Terms	115
Clearing and Settlement	142
Transfer Restrictions	147
General Information	149

DOCUMENTS INCORPORATED BY REFERENCE

This document should be read and construed in conjunction with the following documents (or sections of documents) which have been previously published or are published simultaneously with this document and which have been approved by the Financial Services Authority ("FSA") or filed with it:

1. the audited annual consolidated accounts of SCB for the year ended 31 December 2006 (including the audit report thereon);
2. the audited annual consolidated accounts of SCB for the year ended 31 December 2007 (including the audit report thereon);
3. the audited annual accounts of SCBHK for the year ended 31 December 2006 (including the audit report thereon);
4. the audited annual accounts of SCBHK for the year ended 31 December 2007 (including the audit report thereon);
5. the unaudited interim statements of SCBHK for the six months ended 30 June 2008;
6. the following sections of the consolidated Annual Report and audited accounts of SCPLC and its subsidiaries (the "Group") for the year ended 31 December 2006:
 - (i) Directors' Remuneration Report;
 - (ii) Statement of Directors' Responsibilities;
 - (iii) Financial Review;
 - (iv) Independent Auditor's Report; and
 - (v) Audited consolidated financial statements of the Group for the year ended 31 December 2006 (including the audit report thereon);
7. the following sections of the consolidated Annual Report and audited accounts of the Group for the year ended 31 December 2007:
 - (i) Board of Directors;
 - (ii) Senior Management;
 - (iii) Report of the Directors;
 - (iv) Corporate Governance;
 - (v) Directors' Remuneration Report;
 - (vi) Statement of Directors' Responsibilities;
 - (vii) Financial Review;
 - (viii) Risk Review;
 - (ix) Capital;
 - (x) Independent Auditor's Report; and
 - (xi) Audited consolidated financial statements of the Group for the year ended 31 December 2007 (including the audit report thereon);
8. the announcement released by SCPLC on 7 May 2008 containing the AGM statement and including an interim management statement;
9. the unaudited interim report of the Group for the six months ended 30 June 2008;
10. the announcements released by SCPLC on 8 and 13 October 2008 in respect of the UK government's banking sector scheme;
11. the announcement released by SCPLC on 28 October 2008 containing an interim management statement; and
12. the section headed "Terms and Conditions of the Notes" on pages 22 to 49 of the prospectus dated 7 November 2007 prepared in connection with the US\$15,000,000,000 Debt Issuance Programme established by SCPLC, SCB, SCBHK and SC First Bank.

Such documents shall be deemed to be incorporated in, and form part of, this document, save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this

document to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this document. Any documents themselves incorporated by reference in the documents incorporated by reference in this document shall not form part of this document.

Copies of documents incorporated by reference in this document may be obtained from each Issuer at its registered office.

SUPPLEMENTARY PROSPECTUS

If at any time any of SCPLC, SCB or SCBHK shall be required to prepare a supplementary prospectus pursuant to section 87G of the FSMA or if at any time any of SCPLC, SCB or SCBHK shall be required to prepare supplementary particulars pursuant to the HKSE Rules, as the case may be, such Issuer will prepare and make available an appropriate amendment or supplement to this document or a further prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Market shall constitute a supplementary prospectus as required by the UK Listing Authority and section 87G of the FSMA and in respect of any subsequent issue of Notes to be listed on the Hong Kong Stock Exchange shall constitute supplementary particulars as required by the HKSE Rules.

Each Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this document which is capable of affecting the assessment of (i) the assets and liabilities, financial position, profits and losses, and prospects of such Issuer and (ii) the rights attaching to any Notes, such Issuer shall prepare an amendment or supplement to this document or publish a replacement document for use in connection with any subsequent offering of the Notes by it and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

AVAILABLE INFORMATION

Each Issuer has agreed that, for so long as any of the Notes are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) under the U.S. Securities Exchange Act of 1934 (the “Exchange Act”), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities, or to any prospective purchaser of restricted securities designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective purchaser, the information specified in Rule 144A(d)(4) under the Securities Act. In addition, each Issuer will furnish the Trustee with copies of its audited annual accounts.

ENFORCEABILITY OF JUDGMENTS

SCPLC is a company incorporated as a public limited company in England and Wales with registered number 966425, SCB is a company incorporated with limited liability in England by Royal Charter with reference number ZC 18, SCBHK is a company incorporated with limited liability in Hong Kong: Number 875305 and SC First Bank is a company incorporated with limited liability in the Republic of Korea: Number 1028121843. Most of the directors of the Issuers are not residents of the United States, and all or a substantial portion of the assets of the Issuers are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuers or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements. These statements concern, or may affect, future matters. These may include the Issuers’ and their subsidiaries’ future strategies, business plans and results and are based on the current expectations of the directors of the relevant Issuer. They are subject to a number of risks and uncertainties that might cause actual results and outcomes to differ materially from expectations outlined in these forward-looking statements. These factors are not limited to regulatory developments but include stock markets, IT developments and competitive and general operating conditions.

When used in this document, the words “estimate”, “project”, “intend”, “anticipate”, “believe”, “expect”, “should” and similar expressions, as they relate to the Issuers, their subsidiaries and their management, are intended to identify such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Issuers do not undertake any obligation to publicly release the result of any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Summary of the Programme

This summary must be read as an introduction to this document. Any decision to invest in any Notes should be based on a consideration of this document as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area (an "EEA State"), the responsible persons may have civil liability in respect of this summary, if it is misleading, inaccurate or inconsistent when read together with the other parts of this document. Where a claim relating to information contained in this document is brought before a court in an EEA State, the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this document before the legal proceedings are initiated.

Issuers	Standard Chartered PLC, Standard Chartered Bank, Standard Chartered Bank (Hong Kong) Limited and Standard Chartered First Bank Korea Limited.
Description of Issuers	SCPLC, SCB, SCBHK and SC First Bank are companies within the Standard Chartered group of companies, an international banking and financial services group particularly focused on the markets of Asia, Africa and the Middle East. SCPLC was incorporated in England and Wales as a public limited company in 1969. SCB was incorporated in England with limited liability by Royal Charter in 1853. SCBHK was incorporated in Hong Kong with limited liability in 2003 as a non-private company. SC First Bank was incorporated in the Republic of Korea with limited liability. Detailed business descriptions are set out below in the sections entitled "Standard Chartered PLC", "Standard Chartered Bank", "Standard Chartered Bank (Hong Kong) Limited" and "Standard Chartered First Bank Korea Limited".
Risk Factors	There are certain factors which may affect the Issuers' ability to fulfil their obligations under the Notes issued under the Programme. These are set out below under the section entitled "Risk Factors" and include risks relating to the Issuers' and the Group's business and strategy, including the political and economic environment of markets in Asia, Africa and the Middle East, the highly regulated nature of the Group's business, credit quality and recoverability of loans, and risks associated with the rapid expansion of the Group's business. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme (see section entitled "Risk Factors" below).
Description Programme Limit	Debt Issuance Programme. Up to U.S.\$20,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuers may increase this amount in accordance with the Programme Agreement.
Joint Arrangers	J.P. Morgan Securities Ltd. and Standard Chartered Bank (each an "Arranger" and together the "Arrangers").
Dealers	Banc of America Securities Limited Deutsche Bank AG, London Branch Goldman Sachs International J.P. Morgan Securities Ltd. Merrill Lynch International Morgan Stanley & Co. International plc Standard Chartered Bank UBS Limited

Trustee	<p>The Issuers may from time to time terminate the appointment of any dealer or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this document to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p>
Issuing and Paying Agent	BNY Corporate Trustee Services Limited.
CMU Paying Agent and CMU Lodging Agent	The Bank of New York Mellon.
Currencies	The Bank of New York Mellon.
Denomination	<p>Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in U.S. dollars, Hong Kong dollars, Singapore dollars, Swiss francs, Sterling, Norwegian kroner, Japanese yen, euro or any other currency of any EEA State or in other currencies if the relevant Issuer and the relevant Dealers so agree.</p>
Form of Notes	<p>Definitive Notes will be in such denominations as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Final Terms save that (i) the minimum denomination of each Note admitted to trading on a European Economic Area exchange and/or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or the equivalent amount in another currency) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant currency and (ii) unless otherwise permitted by then current laws and regulations, Notes issued by SCPLC, SCBHK or SC First Bank which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by SCPLC, SCBHK or SC First Bank in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies). Notes issued by SC First Bank will have a minimum denomination of US\$100,000 (or its equivalent in another currency). Notes sold in reliance on Rule 144A will be in minimum denominations of U.S.\$100,000 (or its equivalent in another currency) and integral multiples of U.S.\$1,000 (or its equivalent in another currency) in excess thereof, in each case subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency.</p>
Form of Notes	<p>The Notes may be issued in bearer form only (“Bearer Notes”), in bearer form exchangeable for Registered Notes (“Exchangeable Bearer Notes”) or in registered form only (“Registered Notes”) and Bearer Notes may be issued in NGN form by SCPLC or SCB. Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a Temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “Summary of the Programme – Selling Restrictions”), otherwise such Tranche will be represented by a Permanent Global Note.</p>

Registered Notes will be evidenced by Certificates without coupons. Certificates evidencing Registered Notes that are registered in the name of a nominee or common depositary for one or more clearing systems are referred to as "Global Certificates". SC First Bank will only issue Registered Notes.

Registered Notes of each Tranche of a Series which are sold in an "offshore transaction" within the meaning of Regulation S ("Unrestricted Notes") will initially be represented by interests in a global unrestricted Registered Certificate (each an "Unrestricted Global Certificate"), without interest coupons, either (i) deposited with a nominee for, and registered in the name of a common depositary of, Clearstream, Luxembourg and/or Euroclear on its issue date or (ii) lodged on or before the issue date with a sub-custodian in Hong Kong for the CMU Service. Registered Notes of such Tranche sold in the United States to QIBs pursuant to Rule 144A ("Restricted Notes") will initially be represented by a global restricted Registered Certificate (each a "Restricted Global Certificate"), without interest coupons, deposited with a custodian for, and registered in the name of a nominee of, DTC on their issue date. Any Restricted Global Certificate and any individual definitive Restricted Notes will bear a legend applicable to purchasers who purchase the Registered Notes as described under "Transfer Restrictions".

Maturities

Subject to compliance with all relevant laws, regulations and directives, Senior Notes may have any maturity that is one month or greater and Subordinated Notes will have either (i) a minimum maturity of five years and one day ("Dated Subordinated Notes" or, in the case of Notes issued by SC First Bank, "Lower Subordinated Term Notes") or (ii) no scheduled maturity date ("Undated Subordinated Notes" or, in the case of Notes issued by SC First Bank, "Perpetual Subordinated Notes").

Issue Price

Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly-paid Notes may be issued, the issue price of which will be payable in two or more instalments.

Method of Issue

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "Series"), having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "Tranche"), on the same or different issue dates. The specific terms of each Tranche (save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche), will be identical to the terms of other Tranches of the same Series and will be set out in a set of Final Terms.

Fixed Rate Notes

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes

Floating Rate Notes will bear interest set separately for each Series by reference to LIBOR, LIBID, LIMEAN, EURIBOR or HIBOR (or such other Benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes

Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest, other than in the case of late payment.

Variable Redemption Amount and Variable Coupon Amount Notes	The Final Terms issued in respect of each Tranche of variable Redemption Amount Notes or variable coupon amount Notes will specify the basis for calculating the Redemption Amount and/or the amounts of interest payable, which may be by reference to a stock index or formula or as otherwise provided in the relevant Final Terms.
Other Notes	Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes, partly-paid Notes and any other type of Note that the Issuers, the Trustee and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.
Redemption	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes issued by SCPLC, SCBHK or SC First Bank which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by SCPLC, SCBHK or SC First Bank in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
Optional Redemption	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the relevant Issuer (either in whole or in part) and/or the Noteholders and if so, the terms applicable to such redemption.
Early Redemption	Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the relevant Issuer prior to maturity only for tax reasons. See "Terms and Conditions of the Notes – Redemption, Purchase and Options".
Redemption by Instalments	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the date on which, and the amounts in which, such Notes may be redeemed.
Withholding Tax	All payments of principal and interest in respect of the Notes, the Receipts and the Coupons will be made free and clear of withholding taxes of the United Kingdom (in the case of Notes issued by SCPLC or SCB), Hong Kong (in the case of Notes issued by SCBHK) or the Republic of Korea (in the case of Notes issued by SC First Bank) unless required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders, Receiptholders or Couponholders (after the withholding or deduction) of such amount as would have been received by them in the absence of the withholding or deduction, subject to customary exceptions, all as described in "Terms and Conditions of the Notes – Taxation".
Status of Notes	The Senior Notes will constitute direct, unsubordinated and unsecured obligations of the relevant Issuer and both the Dated Subordinated Notes (or, as applicable, the Lower Subordinated Term Notes) and the Undated Subordinated Notes (or, as applicable, the Perpetual Subordinated Notes) will constitute direct, subordinated and unsecured obligations of the relevant Issuer, all as described in "Terms and Conditions of the Notes – Status".
Negative Pledge	None.
Cross Default	None.

Listing

Application has been made for Notes issued by SCPLC, SCB or SCBHK under the Programme to be listed on the Official List and to be admitted to trading on the Market and to be listed on the Hong Kong Stock Exchange or, in each case, as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may also be unlisted.

Application has been made to the SGX-ST for permission to deal in, and for quotation of, any Notes to be issued by SC First Bank which are agreed at the time of issue to be so listed on the SGX-ST. There is no guarantee that an application to the SGX-ST will be approved.

If the application to the SGX-ST to list a particular Series of Notes to be issued by SC First Bank is approved, such Notes will be traded on the SGX-ST in a minimum board lot size of U.S.\$200,000 (or its equivalent in other currencies) so long as such Notes are listed on the SGX-ST.

Ratings

Notes issued under the Programme may be rated or unrated. When an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Governing Law

The Notes will be governed by and construed in accordance with English law, except for the provisions relating to the subordination of Subordinated Notes to be issued by SCBHK (as set out in Condition 3) which will be governed by, and construed in accordance with, Hong Kong law and for the provisions relating to the subordination of Subordinated Notes to be issued by SC First Bank (as set out in Condition 3) which will be governed by, and construed in accordance with, the law of the Republic of Korea.

Selling Restrictions

The United States, the European Economic Area, the United Kingdom, Hong Kong, Japan, France, The Netherlands, Singapore, the Republic of Korea and such other restrictions as may be required in connection with a particular issue of Notes. See "Subscription and Sale" and "Transfer Restrictions".

The Notes will be issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (the "D Rules"), unless (i) the relevant Final Terms state that Notes are issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (the "C Rules") or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable. In the case of a distribution under Rule 144A, Notes will be issued in registered form, as defined in U.S. Temp. Treas. Reg. §5f.103-1(c).

Transfer Restrictions

There are restrictions on the transfer of Notes sold pursuant to Rule 144A. See "Terms and Conditions of the Notes", "Transfer Restrictions" and "Subscription and Sale".

Risk Factors

Each Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuers are not in a position to express a view on the likelihood of any such contingency occurring.

Factors which each Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Each Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but an Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and none of the Issuers represents that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this document (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

Factors that may affect the Issuers' ability to fulfil their obligations under Notes issued under the Programme

Internal Risks and Risks Relating to the Group's Business Operations

1. *The Group is expanding its operations and this growth may represent a risk if not managed effectively*

The Group is currently experiencing significant growth as it expands geographically and in the scope of products and services it offers, including through acquisitions. The success of the Group's acquisitions will depend in part on the ability of its management to integrate the operations of newly-acquired businesses with its existing operations and to integrate various departments, systems and procedures. Consequently, the Group's ability to implement its business strategy may be constrained and the timing of such implementation may be impacted due to demands placed on existing resources by that process. There can be no assurance that:

- the Group will be successful in acquiring all the entities it seeks to acquire;
- the acquired entities will achieve the level of performance that the Group anticipates;
- the projected demand and prices of the Group's products and services will be realised;
- the acquired entities will not cause a disruption to the Group's ongoing businesses, distract management and other resources or make it difficult to maintain the Group's standards, internal controls and procedures;
- the Group will not be required to incur debt or issue equity securities to pay for acquisitions, for which financing may not be available or may not be available on acceptable terms;
- the Group's current ratings will not be affected by such acquired entities;
- the Group will be able to successfully integrate the services, products and personnel of an acquired entity into its operations, especially if the Group acquires large businesses; or
- the Group will not assume unforeseen liabilities and exposures as a result of the acquisitions.

The Group's business strategy is based on organic growth but includes selective plans to continue to acquire assets or businesses that it believes are logical extensions of its existing businesses to increase cash flow and earnings. It continues to look at potential acquisitions in a number of markets. The Group may experience some or all of the difficulties described above managing the integration of any subsequent acquisitions into its existing businesses. The failure to effectively manage its expansion, whether organic or inorganic, could have a material adverse effect on the Group's financial condition and results of operations.

2. *Changes in the credit quality and the recoverability of loans and amounts due from counterparties may have an adverse effect on the Group's financial condition and results of operations*

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Group's businesses. Adverse changes in the credit quality of the Group's borrowers and counterparties, or adverse changes arising from a general deterioration in global economic conditions or systemic risks in the financial systems, could reduce the recoverability and value of the Group's assets and require an increase in the Group's level of provisions for bad and doubtful debts. An adverse change in economic conditions could also adversely affect the level of banking activity and the Group's interests and other income. Although the Group devotes considerable resources to managing the above risks, failure to manage these can impact the Group adversely.

3. *The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgments and estimates which may change over time*

Generally, in order to establish the fair value of financial instruments which the Group, under IFRS, recognises at fair value, the Group relies on quoted market prices or, where the market for a financial instrument is not sufficiently active, internal valuation models that utilise observable market data. In certain circumstances, the data for individual financial instruments or classes of financial instrument utilised by such valuation models may not be available or may become unavailable due to changes in market conditions, as has been the case over the past several months. In such circumstances, the Group's internal valuation models require the Group to make assumptions, judgments and estimates in order to establish fair value. In common with other financial institutions, these internal valuation models are complex, and the assumptions, judgments and estimates the Group is required to make often relate to matters that are inherently uncertain, such as expected cash flows, the ability of borrowers to service debt, asset price appreciation and depreciation, and relative levels of defaults and deficiencies. Such assumptions, judgments and estimates may need to be updated to reflect changing trends and market conditions. The resulting change in the fair values of the financial instruments could have a material adverse effect on the Group's financial condition and results of operations.

4. *Failure to manage liquidity risk may affect the Issuers' ability to fulfil their obligations under the Notes*

Liquidity risk is the risk that the Group either does not have sufficient financial resources available to meet all its obligations and commitments as they fall due, or can access them only at excessive cost. The Group Treasury and Market Risk functions oversee the above risks. The Group manages its liquidity prudently in all geographical locations and for all currencies. Exceptional market events can impact the Group adversely, thereby affecting the Issuers' ability to fulfil their obligations under Notes issued under the Programme.

5. *Failure to manage legal risk properly can impact the Group adversely*

The Group is subject to a wide variety of banking, insurance and financial services laws and regulations and a large number of regulatory and enforcement authorities in each of the jurisdictions in which it operates. As a result, the Group is exposed to many forms of legal risk, which may arise in a number of ways. Primarily:

- loss may be caused by changes in applicable laws;
- the Group is subject to a variety of complex governmental regulatory regimes in many of the countries where it operates, in respect of which requirements, standards or sanctions may differ significantly from country to country;
- loss may arise from defective transactions or contracts, either where contractual obligations are not enforceable or do not allocate rights and obligations as intended, or where contractual obligations are enforceable against the Group in an adverse way, or by defective security arrangements;
- the title to and ability to control the assets of the Group (including the intellectual property of the Group, such as its trade names) may not be adequately protected; and

- the Group may be liable for damages to third parties where legal proceedings are brought against it. Regardless of whether such claims have merit, the outcome of legal proceedings is inherently uncertain and could result in financial loss.

Although the Group has processes and controls to manage legal risk, failure to manage legal risk properly can impact the Group adversely or result in administrative actions or sanctions or other proceedings involving the Group which may have a material adverse effect on the Group's business and ultimately the value of the Notes issued under the Programme. In addition, a failure to comply with the applicable regulations in various jurisdictions by the Group's employees, representatives, agents and third party service providers, or those of its subsidiaries either in or outside the course of their services, or suspected or perceived failures by them, may result in inquiries or investigations by regulatory and enforcement authorities, in regulatory or enforcement action against the Issuers, their subsidiaries or such employees, representatives, agents and third party service providers. Such actions may adversely impact the reputation of the Issuers or the Group, result in adverse media reports, lead to increased or enhanced regulatory or supervisory concerns, additional costs, penalties, claims and expenses being incurred by the Issuers or the Group or impact adversely the Group's ability to conduct business.

The Issuers cannot predict the timing or form of any current or future regulatory or law enforcement initiatives which the Issuers note are increasingly common for international banks and financial institutions. The Issuers would expect to cooperate with any such regulatory investigation or proceeding.

6. *Operational risks are inherent in the Group's business*

The Group actively seeks to ensure that the risks it takes directly or indirectly as part of its business are managed effectively within approved risk appetite. Operational risks are inherent in the Group's business and can arise from inadequate or failed processes, systems, human error, fraud or external events that interrupt normal business operations and can cause financial impact which can in some instances be very material.

The Group recognises the potential implications of operational risks and has proactively implemented policies, procedures and controls to ensure that its business and stakeholders' interests are secure. Risk management and compliance are driven through dedicated resources at the unit level, where risk originates. Additionally a separate team of operational risk resources is dedicated within each business, to provide reasonable assurance that policies, regulations and controls are being complied with appropriately. Oversight over operational risk management is provided by an established risk committee structure that exists at Group, business and country levels. Any of these risks could have an adverse impact on the Group's financial condition and results of operations.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the relevant Issuer(s) or the Group will be unable to comply with their obligations as a company admitted to the Official List or as a supervised firm regulated by the Financial Services Authority.

7. *Holding company structure and the structural subordination of Notes*

SCPLC is a holding company and operates its business entirely through its subsidiaries, including SCB, SCBHK and SCFB. SCB also operates part of its business through its subsidiaries. Payments on Notes issued by SCPLC or SCB are structurally subordinated to all existing and future liabilities and obligations of each company's subsidiaries. Claims of creditors of such subsidiaries will have priority as to the assets of such subsidiaries over SCPLC or SCB and their creditors, including holders of any Notes issued by SCPLC or SCB. Each Issuer's obligation to make payments on the Notes issued by it is solely an obligation of that Issuer and will not be guaranteed by any of its subsidiaries or associates. Neither the terms and conditions of the Notes nor the Trust Deed contains any restrictions on the ability of SCPLC's or SCB's subsidiaries or associates to incur additional unsecured or secured indebtedness.

In addition, as holding companies, SCPLC's and SCB's ability to make payments depends substantially, in the case of SCPLC, and partly, in the case of SCB, upon the receipt of dividends, distributions or advances from their respective subsidiaries and associates. The ability of each company's subsidiaries and associates to pay dividends or such other amounts may be subject to their profitability, to applicable laws and regulations and to restrictions on

making payments contained in financing or other agreements. Furthermore, each company's interest in its subsidiaries and associates could be reduced in the future.

8. *The Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel*

The Group's continued success depends in part on the continued service of key members of its management team. The ability to continue to attract, train, motivate and retain highly qualified professionals is a key element of the Group's strategy. The successful implementation of the Group's growth strategy depends on the availability of skilled management, both at its head office and at each of its business units and international locations. If the Group or one of its business units or other functions fails to staff their operations appropriately, or loses one or more of its key senior executives and fails to replace them in a satisfactory and timely manner, its business, financial condition and results of operations, including control and operational risks, may be adversely affected. Likewise, if the Group fails to attract and appropriately train, motivate and retain qualified professionals, its business may also be affected.

External Risk Factors

1. *Macroeconomic risks could result in an adverse impact on the Group's financial condition and results of operations*

The Group operates in over 70 geographic markets and is affected by the prevailing economic conditions in each market. Macroeconomic factors that have an impact on personal expenditure and consumption, demand for business products and services, the debt service burden of consumers or businesses, and the general availability of credit, will influence the Group's customers and, by extension, the Group's financial condition and results of operations.

One of the principal uncertainties is the extent to which the economic slowdown currently being experienced in certain western markets may feed through to the Group's major markets, and the timing of that impact. The linkages between economic activities in different markets are complex and depend not only on direct drivers such as the balance of trade and investment between countries, but also on domestic monetary, fiscal and other policy responses to address macroeconomic conditions.

Consequently, one uncertainty for the corporate sectors in Wholesale Banking and the SME segment in Consumer Banking will be the extent to which exports are impacted by a slowdown in other economies, particularly in the US and Europe. Similarly, there will be uncertainty about domestic demand, which is a function of a number of factors including consumer and business confidence.

A key uncertainty for the Group relates to the way in which inflationary pressures, which are seen to be emerging in several countries, are managed. These inflationary pressures are exacerbated in some countries by the reduction or removal of fuel price subsidies and the impact of significant rises in the price of certain foodstuffs.

The Group's geographic and business diversification will help to mitigate any impact on revenues, or of increased loan impairment, that may stem from a slowdown in any one market. No single country accounts for more than 20 per cent. of total loans and advances to customers. There are also no unduly significant concentrations across industries among the corporate customer base. However, diversification of the Group may not be effective to safeguard the Group from the effect of certain macroeconomic factors which may impact the overall economy.

2. *The Group operates primarily in Asia, Africa and the Middle East, and these operations expose it to risks arising from the political and economic environment of markets in these areas that could adversely affect its financial condition and results of operations*

Operations in many of the markets in which the Group operates in Asia, Africa and the Middle East present various risks that do not necessarily apply to businesses in Western Europe and North America. Some of these markets are typically more volatile and less developed economically and politically than markets in Western Europe and North America. The Group faces significant economic and political risk, including economic volatility,

recession, inflationary pressure, exchange rate fluctuation risk and interruption of business, as well as civil unrest, imposition of exchange controls, sanctions relating to specific countries, expropriation, nationalisation, renegotiation or nullification of existing contracts and changes in law or tax policy. These risks could result in an adverse impact on the Group's financial condition and results of operations.

3. *The Group is facing significant competition, which may have an adverse effect on its financial condition and results of operations*

The Group is subject to significant competition from many other international banks operating in the emerging markets described above, including competitors that may have greater financial and other resources, and, in certain of these markets, from local banks. Local regulations in a number of jurisdictions that favour local banks by restricting the ability of international banks operating in the relevant country to enter the market and/or expand their existing operations could adversely affect the Group's ability to compete in these markets. Many of the international and local banks operating in the Group's markets compete for substantially the same customers as the Group. Competition may increase in some or all of the Group's principal markets and may have an adverse effect on its financial condition and results of operations.

4. *The Group is operating in a highly regulated industry and bank regulatory restrictions and other laws and regulations could impair its operations*

The Group's businesses and earnings are affected by the fiscal or other policies and regulations that are adopted by various regulatory authorities of the UK, the US and other jurisdictions where the Group operates, and international agencies. The nature and impact of future changes in laws, regulations and regulatory policies are not predictable and are beyond the Group's control, and changes in such laws, regulations and regulatory policies may have an adverse effect on the Group's financial condition and results of operations.

5. *The UK Banking (Special Provisions) Act 2008 and the UK Banking Bill*

Under the UK Banking (Special Provisions) Act 2008 (the "Special Provisions Act"), until 21 February 2009, the UK Treasury (the "Treasury") has wide powers to make certain orders in respect of a UK authorised deposit-taking institution (such as SCB) and, in certain circumstances, certain related corporate undertakings.

The orders which may be made by the Treasury under the Special Provisions Act relate to, among other things: (i) transfers of securities issued by relevant entities (and/or securing the rights of holders of securities ceased to be exercisable by such holders, discontinuing the listing of securities and/or varying or nullifying the terms of securities); (ii) transfers of property, rights and liabilities of relevant entities notwithstanding any restrictions, requirements or interest (and/or modifying related interests, rights or liabilities of third parties); (iii) the disapplication or modification of laws; (iv) the imposition of a moratorium on the commencement or continuation of any legal process in relation to any body or property; and/or (v) the dissolution of any relevant entity. Such orders may have retrospective effect (as from not earlier than three months before 21 February 2008) and may make provision for nullifying the effect of transactions or events taking place after the relevant time. The Special Provisions Act includes provisions related to compensation in respect of any transfer orders made.

While certain orders under the Special Provisions Act may only be made for the purposes of maintaining the stability of the UK financial system in circumstances where the Treasury considers that there would be a serious threat to its stability and/or protecting the public interest where financial assistance has been provided by the Treasury to the deposit-taking institution, such purpose conditions may not apply in respect of all orders which may be made under the Special Provisions Act.

If the Treasury were to make an order in respect of SCB and/or certain related corporate undertakings, such order may impact on various aspects of the transaction (including the enforceability of the transaction documents and/or the ability of certain parties to perform their obligations under such documents) which may negatively affect the ability of the Issuers to meet their obligations in respect of the Notes. At present, the Treasury has not made any orders under the Special Provisions Act in respect of SCB and/or its related corporate undertakings and there has been no indication that it will make any such order under the

Special Provisions Act, but there can be no assurance that this will not change and/or that holders of the Notes will not be adversely affected by any such order if made.

A draft Banking Bill was introduced to the UK parliament on 7 October 2008. If enacted, the Banking Bill may have significant consequences for the UK banking industry. For example, it is currently anticipated that a new "Special Resolutions Regime" will be implemented which will give wide powers in respect of UK authorised deposit-taking institutions (such as SCB) to the Treasury, the FSA and the Bank of England in circumstances where any such UK authorised deposit-taking institution has encountered, or is likely to encounter, financial difficulties. It is also anticipated that a new administration and insolvency regime will be implemented in respect of UK authorised deposit-taking institutions (such as SCB). However, given that the Banking Bill is at an early stage in the legislative process, currently it is not possible to predict with any certainty what form any legislation (if enacted) will take and the impact it will have on SCB and/or the other Issuers and the impact it will have (if any) on the Noteholders.

6. *Downgrades to the Issuers' credit ratings or outlook could impair the Group's access to funding and the Group's competitive position*

The Group's business is dependent on its ability to access the capital markets, and the cost of borrowing in these markets is influenced by the Issuers' credit ratings. There can be no guarantee that any of the Issuers will not be subject to downgrades to its credit ratings. Any changes in the credit ratings of any of the Issuers could impact the volume and pricing of its funding, and the cost of borrowing which could impact profit.

7. *Changes in interest rates, foreign exchange rates, equity prices and other market risks could adversely affect the Group's financial condition and results of operations*

Market risk is the exposure created by potential changes in market prices and rates. The Group is exposed to market risk arising principally from customer driven transactions. Some of the significant market risks the Group faces are interest rate, foreign exchange and bond price risks. Changes in interest levels, yield curves and spreads may affect, among other things, interest rate margins and trading profits. Changes in currency rates may affect, among other things, the value of assets and liabilities denominated in foreign currencies and also the earnings reported by the Group's non-U.S. dollar denominated branches and subsidiaries. Although the Group devotes considerable resources to managing the above risks, failure to manage these could impact the Group adversely.

8. *Financial markets dislocation could result in an adverse impact on the Group's financial condition and results of operations*

Additional volatility, and further dislocation affecting certain financial markets and asset classes, are factors that may also impact the Group's financial condition and results of operations during this period. These factors may have an impact on the mark-to-market valuations of assets in the Group's available-for-sale and trading portfolios. In addition, any further deterioration in the performance of the assets underlying the ABS portfolio could lead to additional permanent impairment. However, the ABS portfolio accounts for less than 2 per cent. of Group assets (as at 30 June 2008).

9. *Systemic risk resulting from failures in the banking industry could adversely affect the Group*

Within the banking industry the default of any institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom the Group interacts on a daily basis, which could have an adverse effect on the Group's ability to raise new funding and on the Group's business, financial condition and results of operations.

10. Country risk could result in an adverse impact on the Group's financial condition and results of operations

Country risk is the risk that a counterparty is unable to meet its contractual obligations as a result of adverse economic conditions or actions taken by governments in the relevant country. This includes the risk that:

- a sovereign borrower may be unable or unwilling to fulfil its foreign currency or cross-border contractual obligations; and/or
- a non-sovereign counterparty may be unable to fulfil its contractual obligations as a result of currency shortage due to adverse economic conditions or actions taken by the government of the country.

These risks could have an adverse impact on the Group's financial condition and results of operations.

11. Operating in markets with less developed judicial and dispute resolution systems could have an adverse effect on the Group's operations

In the less developed markets in which the Group operates, judicial and dispute resolution systems may be less developed. In case of a breach of contract, there may be difficulties in making and enforcing claims against contractual counterparties. On the other hand, if claims are made against the Group, there may be difficulties in defending such allegations. If the Group becomes party to legal proceedings in a market with an insufficiently developed judicial system, it could have an adverse effect on the Group's financial condition and results of operations.

12. Regional hostilities, terrorist attacks or social unrest as well as natural calamities in the markets in which the Group operates could adversely affect the Group's business

A portion of the countries in which the Group operates has from time to time experienced social and civil unrest, hostilities both internally and with neighbouring countries and terrorist attacks. Some of those countries have also experienced natural calamities like earthquakes, floods and drought in the past few years. These and similar hostilities, tensions and natural disasters could lead to political or economic instability in the markets in which the Group operates and adversely affect its business.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

1. Notes may not be a suitable investment for all investors

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this document or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the potential risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of

risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

2. Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when an Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

An Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Dual currency Notes

An Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (a) the market price of such Notes may be volatile;
- (b) payment of principal or interest may occur at a different time or in a different currency than expected; and
- (c) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero.

Partly-paid Notes

An Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that an Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. An Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since such Issuer may be expected to convert the rate when it is likely to produce a lower

overall cost of borrowing. If such Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than the then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If such Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The Issuers' obligations under Subordinated Notes are subordinated

An Issuer's obligations under Subordinated Notes will be unsecured and subordinated and will rank junior in priority to the claims of Senior Creditors or, as applicable, of creditors in respect of Senior Indebtedness of SC First Bank (each as defined in "Terms and Conditions of the Notes" herein). Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the relevant Issuer become insolvent.

Deferral of interest payments

Interest payments on the Undated Subordinated Notes and Perpetual Subordinated Notes may, in certain circumstances, be deferred by an Issuer and any failure by an Issuer to pay such interest shall not constitute a default by that Issuer for any purpose, as described below under "Terms and Conditions of the Notes, Condition 4(b)". If any amounts of such interest are outstanding, an Issuer is not permitted to declare or pay a dividend on any class of its share capital.

Restricted remedy for non-payment

In most circumstances the sole remedy against an Issuer available to the Trustee (on behalf of the holders of Subordinated Notes) to recover any amounts owing in respect of the principal of or interest on the Subordinated Notes will be to institute proceedings for the winding-up of the relevant Issuer in its jurisdiction of incorporation. See "Terms and Conditions of the Notes, Condition 9(c) and (d)".

Index-linked or Variable Redemption Amount Notes

If, in the case of a particular Tranche of Notes, the relevant Final Terms specify that the Notes are Index-linked Notes or Variable Redemption Amount Notes, there is a risk that the investor may lose the value of its entire investment or part of it.

Notes where denominations involve integral multiples

In the case of Notes which have denominations consisting of a minimum Denomination plus one or more higher integral multiples of another smaller amount, it is possible that Notes may be traded in amounts that are not integral multiples of such minimum Denomination. In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Denomination will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Denominations.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Denomination may be illiquid and difficult to trade.

3. Risks related to the Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of any of the Issuers, in the circumstances described in Condition 10 of the Terms and Conditions of the Notes.

Basel Capital Requirements Directive

The Basel Committee on Banking Supervision (the "Basel Committee") published the text of a new framework on 26 June 2004 under the title "Basel II: International Convergence of Capital Measurement and Capital Standards: a Revised Framework." This new framework (the "Basel II Framework"), an updated version of which was published by the Basel Committee on 14 November 2005, places enhanced emphasis on market discipline and sensitivity to risk. It was envisaged that the Basel II Framework would come into effect at the beginning of 2007 or, in the case of the advanced approaches that are permitted under the Basel II Framework, the beginning of 2008, although it is likely that different implementation dates will be adopted in different countries. The text of the Capital Requirements Directive, which implements the Basel II Framework within the EU, was finalised in June 2006. The Capital Requirements Directive has been implemented into revised regulatory requirements in the UK. The new requirements could affect the risk-weighting of the Notes in respect of certain investors if those investors are subject to the Basel II Framework. In all other respects, the Issuers cannot predict the precise effects of the potential changes that might result from the adoption of the new requirements on both their own financial performance or the impact on the pricing of the Notes. Prospective investors in the Notes should consult their own advisers as to the potential consequences to and effect on them of the application of the Basel II Framework and the Capital Requirements Directive.

European Monetary Union

If the United Kingdom joins the European Monetary Union prior to the maturity of the Notes, there is no assurance that this would not adversely affect investors in the Notes. It is possible that prior to the maturity of the Notes the United Kingdom may become a participating Member State and that the euro may become the lawful currency of the United Kingdom. In that event (i) all amounts payable in respect of any Notes denominated in Sterling may become payable in euro (ii) the law may allow or require such Notes to be re-denominated into euro and additional measures to be taken in respect of such Notes; and (iii) there may no longer be available published or displayed rates for deposits in Sterling used to determine the rates of interest on such Notes or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the euro could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the Notes.

Change of law

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes (save for Condition 3 which shall be governed by and construed in accordance with (i) Hong Kong law where the Notes are issued by SCBHK or (ii) the law of the Republic of Korea where the Notes are issued by SC First Bank). No assurance can be given as to the impact of any possible judicial decision or change to English law, Hong Kong law, Korean law or administrative practice after the date of issue of the relevant Notes.

4. Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

An Issuer will pay principal and interest on the Notes in the currency specified (the "Currency"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, reduced or withdrawn by the rating agency at any time.

5. Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions (“Conditions”) that, save for the text in italics and subject to completion and minor amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme. Provisions in italics do not form part of the Conditions. References to the “Issuer” are to Standard Chartered PLC (“SCPLC”), Standard Chartered Bank (“SCB”), Standard Chartered Bank (Hong Kong) Limited (“SCBHK”) or Standard Chartered First Bank Korea Limited (“SC First Bank”) as applicable as the relevant Issuer of the Notes as specified in the Final Terms.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

The Notes are constituted by an Amended and Restated Trust Deed dated 5 November 2008, which amends and restates a trust deed dated 7 November 2007, and as further amended and/or supplemented as at the date of issue of the Notes (the “Issue Date”) (the “Trust Deed”) between SCPLC, SCB, SCBHK, SC First Bank and BNY Corporate Trustee Services Limited (the “Trustee”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below. An Amended and Restated Agency Agreement dated 5 November 2008 which amends and restates an agency agreement dated 7 November 2007 (and as amended and/or supplemented as at the Issue Date (the “Agency Agreement”)), was entered into in relation to the Notes between SCPLC, SCB, SCBHK, SC First Bank, the Trustee and The Bank of New York Mellon, London Office as issuing and paying agent, paying agent, transfer agent and calculation agent, The Bank of New York (Luxembourg) S.A. as paying agent and transfer agent, The Bank of New York Mellon as Hong Kong registrar, CMU Paying Agent and CMU Lodging Agent (the “CMU Lodging Agent”, which expression shall include any successor CMU lodging agents), and The Bank of New York Mellon as exchange agent, paying agent and registrar and the other agents named therein. The issuing and paying agent, the paying agents, the registrar, the Hong Kong registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “Issuing and Paying Agent”, the “Paying Agents” (which expression shall include the Issuing and Paying Agent and the CMU Lodging Agent), the “Registrar”, the “HK Registrar”, the “Transfer Agents” (which expression shall include the Registrar and the HK Registrar) and the “Calculation Agent(s)”. Copies of the Trust Deed and the Agency Agreement referred to above are available for inspection free of charge during usual business hours at the registered office of the Trustee (presently at One Canada Square, London E14 5AL) and at the specified offices of the Paying Agents and the Transfer Agents, save that, if any Series of Notes is neither admitted to trading on a regulated market within the European Economic Area (“EEA”) nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be available for inspection by a Noteholder holding one or more Notes of the Series and such Noteholder must produce evidence satisfactory to the relevant Issuer and the Trustee or, as the case may be, the relevant Paying Agent as to its holding of such Notes and identity. For the purposes of these Conditions, all references (other than in relation to the determination of interest and other amounts payable in respect of the Notes) to the issuing and paying agent shall, with respect to a Series of Notes to be held in the Hong Kong Central Money Markets Unit Service operated by the Hong Kong Monetary Authority (the “CMU Service”), be deemed to be a reference to the CMU Lodging Agent and all such references shall be construed accordingly.

The Noteholders, the holders of the interest coupons (the "Coupons") appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "Talons") (the "Couponholders") and the holders of the receipts for the payment of instalments of principal (the "Receipts") relating to Notes in bearer form of which the principal is payable in instalments, are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the applicable Final Terms and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

The Final Terms for this Note (or the relevant provisions thereof) are attached to or endorsed on this Note. Part A of the Final Terms supplements these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of this Note. References to the "applicable Final Terms" are to the Final Terms (or relevant provisions thereof) attached to or endorsed on this Note.

As used in these Conditions, "Tranche" means Notes which are identical in all respects.

1. Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes") or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") in each case in the Denomination(s) shown hereon save that the minimum denomination of each Note admitted to trading on a European Economic Area exchange and/or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Relevant Currency. SC First Bank will only issue Registered Notes.

All Registered Notes shall have the same Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Denomination as the lowest denomination of Exchangeable Bearer Notes. Unless otherwise permitted by the then current laws and regulations, Notes issued by SCPLC, SCBHK or SC First Bank which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by SCPLC, SCBHK or SC First Bank in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 ("FSMA") will have a minimum denomination of £100,000 (or its equivalent in other currencies). Notes sold in reliance on Rule 144A will be in minimum denominations of U.S.\$100,000 (or its equivalent in another currency) and integral multiples of U.S.\$1,000 (or its equivalent in another currency) in excess thereof, subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency. Notes issued by SC First Bank will have a minimum denomination of US\$100,000 (or its equivalent in another currency). Notes issued by SC First Bank which are listed on SGX-ST will be traded on the SGX-ST in a minimum board lot size of U.S.\$200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes that do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("Certificates") and, save as provided in Condition 2(c), each Certificate shall represent a holder's entire holding of Registered Notes.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). The Issuer may appoint a registrar (the "Alternative Registrar") in accordance with the provisions of the Agency Agreement other than the Registrar in relation to any

Series comprising Registered Notes. In these Conditions, “Registrar” includes, if applicable, in relation to any Series comprising Registered Notes, the Registrar or, as the case may be, the Alternative Registrar, as specified hereon [provided always that the Registrar shall be the HK Registrar or shall have its specified office in Hong Kong]². Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “Noteholder” means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), “holder” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

The Notes have not been, and will not be, registered with the Financial Services Commission of Korea under the Securities and Exchange Act of Korea. Accordingly, the Notes may not be offered, sold, pledged or otherwise transferred in Korea or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transaction Act and the Foreign Exchange Transaction Regulation of Korea), or to others for re-offering or resale, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea for a period of one year after the date of issue of the Notes except as otherwise permitted by applicable Korean law and regulations, including the Securities and Exchange Act, the Foreign Exchange Transaction Act and the decrees and regulations thereunder.

2. Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unexpired Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 6(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Denomination may not be exchanged for Bearer Notes of another Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require without service charge and subject to payment of any taxes, duties and other governmental charges in respect of such transfer. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of an Issuer’s or Noteholder’s option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New

Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice or surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar.

(e) Exchange Free of Charge

Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(d), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3. Status

(a) Status of Senior Notes

The Senior Notes (being those Notes that specify their Status as Senior) and the Receipts and Coupons relating to them constitute direct and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Notes and the Receipts and Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

(b) Status of Dated Subordinated Notes or Lower Subordinated Term Notes

The Dated Subordinated Notes (being those Notes issued by SCPLC, SCB or SCBHK that specify their Status as Dated Subordinated) or the Lower Subordinated Term Notes (being those Notes issued by SC First Bank that specify their Status as Lower Subordinated Term Notes) and the Receipts and Coupons relating to them constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves.

The rights and claims of Noteholders, Receiptholders and Couponholders against the Issuer to payment in respect of the Dated Subordinated Notes (including, without limitation, any payments in respect of damages awarded for breach of any obligations) are, in the event of the winding-up of the Issuer, subordinated in right of payment in the manner provided in the Trust Deed to the claims of all Senior Creditors (as defined below). Accordingly, amounts

(whether principal, interest or otherwise) in respect of the Notes, Receipts and Coupons shall be payable in such winding-up only if and to the extent that the Issuer could be considered solvent at the time of payment thereof and still be considered solvent immediately thereafter. For this purpose, the Issuer shall be considered solvent if both (i) it is able to pay its debts to Senior Creditors as they fall due and (ii) its Assets exceed its Liabilities to Senior Creditors.

A report as to the solvency of the Issuer by two Directors of the Issuer or, in certain circumstances as provided in the Trust Deed, the Auditors or, if the Issuer is being wound up, its liquidator shall, in the absence of proven error, be treated and accepted by the Issuer, the Trustee and the Dated Subordinated Noteholders, Receiptholders and Couponholders as correct and sufficient evidence thereof.

The following provisions apply to the Lower Subordinated Term Notes:

(i) Bankruptcy

If, on or prior to the date on which the Lower Subordinated Term Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Bankruptcy Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable (and Noteholders may not exercise any rights of set-off in respect of any claims under the Notes that they may have against SC First Bank) unless and until the total amount of any and all Senior Indebtedness of SC First Bank that is listed on the distribution list (as amended, if such is the case) for final distribution submitted to the court in the bankruptcy proceedings is paid in full (or provision for the payment in full of such amount is made) in such bankruptcy proceedings.

(ii) Corporate Reorganisation

If, on or prior to the date on which the Lower Subordinated Term Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Reorganisation Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable (and Noteholders may not exercise any rights of set-off in respect of any claims under the Notes that they may have against SC First Bank) unless and until the total amount of any and all Senior Indebtedness of SC First Bank that is listed in the reorganisation plan of SC First Bank at the time when the court's approval of such plan becomes final and conclusive is paid in full in the reorganisation proceedings.

(iii) Restructuring Event

If, on or prior to the date on which the Lower Subordinated Term Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Restructuring Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable (and Noteholders may not exercise any rights of set-off in respect of any claims under the Notes that they may have against SC First Bank) unless and until the total amount of any and all Senior Indebtedness of SC First Bank is paid in full.

(iv) Equivalent Proceedings Outside the Republic of Korea

If, on or prior to the date on which the Lower Subordinated Term Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Foreign Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall only become payable (and Noteholders may not exercise any rights of set-off in respect of any claims under the Notes that they may have against SC First Bank) (i) after the total amount of any and all Senior Indebtedness of SC First Bank outstanding at the applicable time based on the specifics of the Foreign Event is paid in full or (ii) in the event that such delay is not permitted under the rules or regulations governing such Foreign Event, in accordance with the terms provided in the Notes.

(c) *Status of Undated Subordinated Notes or Perpetual Subordinated Notes*

The Undated Subordinated Notes (being those Notes issued by SCPLC, SCB or SCBHK that specify their Status as Undated Subordinated) or the Perpetual Subordinated Notes (being

those Notes issued by SC First Bank that specify their Status as Perpetual Subordinated Notes) (the Undated Subordinated Notes, the Perpetual Subordinated Notes, the Dated Subordinated Notes and the Lower Subordinated Term Notes, together the "Subordinated Notes") and the Receipts and Coupons relating to them constitute direct, unsecured and subordinated obligations of the Issuer, conditional as described below and rank *pari passu* without any preference among themselves.

The rights and claims of Noteholders, Receiptholders and Couponholders against the Issuer in respect of the Undated Subordinated Notes (including, without limitation, any payments in respect of damages awarded for breach of any obligations) are subordinated in right of payment in the manner provided in the Trust Deed to the claims of all Creditors (as defined below). Accordingly payments of amounts (whether principal, interest or otherwise) by the Issuer in respect of such Notes, Receipts and Coupons are conditional upon the Issuer being considered solvent at the time of such payment and no amount shall be payable by the Issuer in respect of such Notes, Receipts or Coupons except to the extent that the Issuer could make such payment and still be considered solvent immediately thereafter. For this purpose, the Issuer shall be considered solvent if both (i) it is able to pay its debts as they fall due and (ii) its Assets exceed its Liabilities (other than its Liabilities to persons who are not Creditors). A report as to the solvency of the Issuer by two Directors of the Issuer or, in certain circumstances as provided in the Trust Deed, the Auditors or, if the Issuer is dissolved or being wound up, its liquidator shall, in the absence of proven error, be treated and accepted by the Issuer, the Trustee and the Noteholders, Receiptholders and Couponholders as correct and sufficient evidence thereof.

The following provisions apply to the Perpetual Subordinated Notes:

(i) Bankruptcy

If, on or prior to the date on which the Perpetual Subordinated Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Bankruptcy Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of SC First Bank that is listed on the distribution list (as amended, if such is the case) for final distribution submitted to the court in the bankruptcy proceedings is paid in full (or provision for the payment in full of such amount is made) in such bankruptcy proceedings.

(ii) Corporate Reorganisation

If, on or prior to the date on which the Perpetual Subordinated Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Reorganisation Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of SC First Bank that is listed in the reorganisation plan of SC First Bank at the time when the court's approval of such plan becomes final and conclusive shall have been paid in full in the reorganisation proceedings.

(iii) Restructuring Event

If, on or prior to the date on which the Perpetual Subordinated Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Restructuring Event occurs (and so long as it continues), any amount which are then due or become due thereafter under the Notes (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of SC First Bank is paid in full.

(iv) Equivalent Proceedings Outside the Republic of Korea

If, on or prior to the date on which the Perpetual Subordinated Notes are otherwise repayable or at any time while any amount is due and outstanding under the Notes, a Foreign Event occurs (and so long as it continues), any amounts which are then due or become due thereafter under the Notes (including overdue amounts) shall only become payable (i) after the total amount of any and all Senior Indebtedness of SC First Bank

outstanding at the applicable time based on the specifics of the Foreign Event are paid in full or (ii) in the event that such delay is not permitted under the rules or regulations governing such Foreign Event, in accordance with the terms provided in the Notes.

- (v) Payments of principal of, and interest on, the Perpetual Subordinated Notes are conditional upon SC First Bank not being an Insolvent Financial Institution at the time of payment by SC First Bank, and no principal or interest shall be payable in respect of such Notes, except to the extent that SC First Bank could make the necessary payment and still does not become an Insolvent Financial Institution.

If at any time an order is made or an effective resolution is passed for the winding-up of the Issuer (except for the purposes of a reconstruction, amalgamation, reorganisation, merger or consolidation the terms of which: (i) have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders and (ii) do not provide that the Undated Subordinated Notes or Perpetual Subordinated Notes shall thereby become payable), there shall be payable by the Issuer in respect of each Undated Subordinated Note or Perpetual Subordinated Note (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to the holder thereof if, on the day prior to the commencement of the winding-up and thereafter, such Noteholder were the holder of one of a class of preference shares in the capital of the Issuer having a preferential right to a return of assets in the winding-up over the holders of all other classes of issued shares for the time being in the capital of the Issuer on the assumption that such preference share was entitled to receive on a return of assets in such winding-up an amount equal to the principal amount of such Undated Subordinated Note or Perpetual Subordinated Note together with Arrears of Interest (as defined in Condition 4(b)), if any, and any accrued interest (other than Arrears of Interest) as provided in the Trust Deed.

For the purposes of Conditions 3(b) and (c):

"Assets" means the non-consolidated gross assets of the Issuer as shown by the then latest published balance sheet of the Issuer but adjusted for contingencies and for subsequent events and to such extent as two Directors of the Issuer, the Auditors or the liquidator of the Issuer (as the case may be) may determine to be appropriate;

"Auditors" means the auditors for the time being of the Issuer or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Trust Deed, such other firm of accountants as may be nominated or approved by the Trustee after consultation with the Issuer;

"Bankruptcy Event" means adjudication by a court of competent jurisdiction in the Republic of Korea that SC First Bank is bankrupt pursuant to the provisions of the Korean Act on Debtor Rehabilitation and Bankruptcy or any successor legislation thereto;

"Creditor" means any creditor of the Issuer (i) who is an unsubordinated creditor of the Issuer or (ii) whose claim is or is expressed to be subordinated to the claim of any unsubordinated creditor of the Issuer but not further or otherwise or (iii) who is a subordinated creditor of the Issuer other than any whose claim ranks or is expressed to rank *pari passu* with or junior to the claim of any Undated Subordinated Noteholder;

"Foreign Event" means, in any jurisdiction other than the Republic of Korea, SC First Bank (but not any subsidiary) becoming subject to bankruptcy, corporate reorganisation, restructuring, composition, insolvency or other equivalent proceedings pursuant to any applicable law of any jurisdiction other than the Republic of Korea;

"Insolvent Financial Institution" means a financial institution falling under any of the following items pursuant to the Korean Act on the Structural Improvement of the Financial Industry or any successor legislation thereto:

- (i) a financial institution (1) (x) whose liabilities exceed its assets according to an actual investigation of conditions of its operations or (y) which clearly has difficulty in operating its ordinary business as its liabilities exceed its assets due to the occurrence of any adverse financial incident or non-performing claims, in each case involving large amounts, and (2) which the Financial Services Commission (the "FSC") or the Operating Committee of the Korea Deposit Insurance Corporation (the "Operating Committee") determines as an "Insolvent Financial Institution". In this case, the valuation and calculation of liabilities and assets shall be made according to the standards set in advance by the FSC;

(ii) a financial institution which is under suspension of (1) payment of claims such as deposits (including the principal, interest, profit, insurance proceeds, various payments and other agreed monetary claims) or (2) repayment of money borrowed from other financial institutions; or

(iii) a financial institution which is deemed by the FSC or the Operating Committee to be having difficulty in paying claims such as deposits (including the principal, interest, profit, insurance proceeds, various payments and other agreed monetary claims) or repaying borrowed money without fund support from outside or separate borrowings (excluding borrowings in ordinary financial transactions);

"Liabilities" means the non-consolidated gross liabilities of the Issuer as shown by the then latest published balance sheet of the Issuer but adjusted for contingencies and for subsequent events and to such extent as two Directors of the Issuer, the Auditors or the liquidator of the Issuer (as the case may be) may determine to be appropriate;

"Reorganisation Event" means adjudication by a court of competent jurisdiction in the Republic of Korea that SC First Bank is subject to the corporate rehabilitation proceedings pursuant to the provisions of the Korean Act on Debtor Rehabilitation and Bankruptcy or any successor legislation thereto;

"Restructuring Event" means a determination that a restructuring process under any and all successor legislation to the Corporate Restructuring Promotion Law or any law of the Republic of Korea having a similar effect to the Corporate Restructuring Promotion law should be implemented for SC First Bank;

"Senior Creditor" means any creditor of the Issuer whose claims have been accepted by the liquidator in the winding-up of the Issuer, not being a creditor:

(i) whose right to repayment ranks or is expressed to rank postponed to or subordinate to that of unsubordinated creditors of the Issuer; or

(ii) whose right to repayment is made subject to a condition or is restricted (whether by operation of law or otherwise) or is expressed to be restricted in each case such that the amount which may be claimed for his own retention by such creditor in the event that the Issuer is not solvent is less than in the event that the Issuer is solvent; or

(iii) whose debt is irrecoverable or expressed to be irrecoverable unless the persons entitled to payment of principal and interest in respect of the Dated Subordinated Notes recover the amounts of such principal and interest which such persons would be entitled to recover if payment of such principal and interest to such persons were not subject to any condition;

"Senior Indebtedness of SC First Bank" means:

(i) as regards the Lower Subordinated Term Notes, all deposits and other liabilities of SC First Bank (other than (a) those which are subject to the provisions equivalent to the payment conditions in Condition 3(b)(i), (ii), (iii) or (iv) above or (b) those which rank or are expressed to rank *pari passu* with or junior to the Lower Subordinated Term Notes);

(ii) as regards the Perpetual Subordinated Notes, all deposits and other liabilities of SC First Bank (other than (a) those which are subject to the provisions equivalent to the payment conditions in Condition 3(c)(i), (ii), (iii), (iv) or (v) above or (b) those which rank or are expressed to rank *pari passu* with or junior to the Perpetual Subordinated Notes); and

"Subordination Event" means any of the following: (i) a Bankruptcy Event, (ii) a Foreign Event, (iii) a Restructuring Event, (iv) a Reorganisation Event or (v) in the case of the Perpetual Subordinated Notes, SC First Bank being an Insolvent Financial Institution.

The obligations of the Issuer in respect of the Undated Subordinated Notes or the Perpetual Subordinated Notes are conditional on the Issuer being solvent as described in Condition 3(c) or, as applicable, not being subject to a Subordination Event, at the time of and immediately after payment by the Issuer. If the Issuer would not be so solvent or is subject to a Subordination Event, any amounts which might otherwise have been allocated in or towards payment of principal and interest in respect of the Undated Subordinated Notes or Perpetual Subordinated Notes may be used to absorb losses. In the event of a winding-up of the Issuer each holder of an Undated Subordinated Note or a Perpetual Subordinated Note will be treated as the holder of one of a class of preference shares as described above.

(d) Set-off and excess payment

(i) Subject to applicable law, no Noteholder, Receiptholder or Couponholder may exercise, claim or plead any right of set-off, counter-claim or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Dated or Undated Subordinated Notes or the Receipts or Coupons in respect of them and each Noteholder, Receiptholder and Couponholder shall, by virtue of being the holder of any Dated or Undated Subordinated Note or, as the case may be, Receipt or Coupon in relation to it, be deemed to have waived all such rights of such set-off, counter-claim or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Noteholder, Receiptholder or Couponholder by the Issuer under or in connection with the Notes is discharged by set-off, such Noteholder, Receiptholder or Couponholder, as the case may be, shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its winding-up, the liquidator of the Issuer for payment to the Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer, or the liquidator of the Issuer (as the case may be), for the payment to the Creditors in respect of amounts owing to them by the Issuer, and accordingly any such discharge shall be deemed not to have taken place.

(ii) A Noteholder by its acceptance thereof or its interest therein shall thereby agree that (a) if any payment in respect of a Perpetual Subordinated Note or a Lower Subordinated Term Note is made to such Noteholder after the occurrence of a Subordination Event and the amount of such payment shall exceed the amount, if any, that should have been paid to such Noteholder upon the proper application of the subordination provisions in this Condition 3, the payment of such excess amount shall be deemed null and void and such Noteholder (without any agent having any obligation or liability with respect thereto, except that the Trustee shall return to SC First Bank any such excess amount which remains held by it at that time of the notice next referred to) shall be obliged to return the amount of any excess payment within 10 days of receiving notice from SC First Bank of the excess payment and (b) upon the occurrence of a Subordination Event (and so long as such Subordination Event continues), such Noteholder shall not exercise any right to set off any liabilities of SC First Bank under such Note (except in respect of liabilities constituting Senior Indebtedness of SC First Bank) which become so payable on or after the date on which the Subordination Event occurs (including overdue amounts) against any liabilities of the Noteholder owed to SC First Bank unless, until and only in such amount as the liabilities of SC First Bank under the Perpetual Subordinated Note or, as applicable, Lower Subordinated Term Note, become payable pursuant to the proper application of the subordination provisions in this Condition 3.

4. Interest and other Calculations

(a) Interest Rate and Accrual

Each Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate, such interest being payable in arrear on each Interest Payment Date provided, however, that interest on Undated Subordinated Notes or Perpetual Subordinated Notes shall (subject to Condition 3(c) and save as provided in Condition 4(b)) be payable only at the option of the Issuer.

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest shall continue to accrue (after as well as before judgment) at the Interest Rate in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

The amount of interest payable shall be determined in accordance with Condition 4(g).

(b) Interest on Undated Subordinated Notes or Perpetual Subordinated Notes

If Equity Accounting is specified hereon, on any Optional Interest Payment Date there may be paid (if the Issuer so decides and gives notice of such decision to Noteholders) the interest accrued in the Interest Period which ends on that Optional Interest Payment Date, but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. Any interest not so paid on an Optional Interest Payment Date and any interest not paid under Condition 3(b) on Lower Subordinated Term Notes shall, so long as the same remains unpaid, constitute "Arrears of Interest".

If Financial Liability Accounting is specified hereon:

(i) on any Optional Interest Payment Date with respect to which (I) a Capital Disqualification Event has not occurred or is not continuing or (II) the Issuer is in breach of its Applicable Regulatory Capital Requirements, there may be paid (if the Issuer so decides and gives notice of such decision to Noteholders) the interest accrued in the Interest Period which ends on that Optional Interest Payment Date, but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. Any interest not so paid on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute "Arrears of Interest"; and

(ii) on any Optional Interest Payment Date with respect to which (I) a Capital Disqualification Event has occurred and is continuing and (II) the Issuer is in compliance with its Applicable Regulatory Capital Requirements, the Issuer shall (subject to Condition 3(c)) be obliged to pay the interest accrued in the Interest Period which ends on that Optional Interest Payment Date.

Arrears of Interest may, at the option of the Issuer, be paid in whole or in part (any such part being the whole of the interest accrued during any Interest Period or Periods) at any time upon the expiration of not less than seven days' notice to such effect given to the holders of the Undated Subordinated Notes, Perpetual Subordinated Notes or Lower Subordinated Term Notes in accordance with Condition 13, but so that in the case of payment of only part of the Arrears of Interest the interest accrued during any Interest Period shall not be paid prior to that accrued during an earlier Interest Period. All Arrears of Interest in respect of the Undated Subordinated Notes, Perpetual Subordinated Notes or Lower Subordinated Term Notes outstanding shall (subject to Conditions 3(b) and 3(c)) become due in full on the earliest of (i) the date set for any redemption pursuant to Condition 5(a), (b), (c), (d) or (e) or (ii) the commencement of the winding-up of the Issuer (except for the purposes of a reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders). Notwithstanding the foregoing, if notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to Conditions 3(b) and 3(c)) to do so upon the expiration of such notice. So long as, and to the extent that, the same have not become due and payable, Arrears of Interest shall not bear interest. All references in these Conditions to interest on Undated Subordinated Notes, Perpetual Subordinated Notes or Lower Subordinated Term Notes shall, unless the context otherwise requires, include Arrears of Interest.

So long as any amount is outstanding in respect of Arrears of Interest, the Issuer shall not declare or pay a dividend on any class of its share capital.

If the Issuer is not considered solvent as described in Condition 3(c) or, as applicable, is subject to a Subordination Event, the amount of principal, premium, interest or Arrears of Interest (if any) which could otherwise be payable in respect of the Undated Subordinated Notes or the Perpetual Subordinated Notes will be available to absorb losses of the Issuer.

(c) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (i) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such date shall be brought forward to the immediately preceding Business Day and (B) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (ii) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(d) Interest Rate on Floating Rate Notes

If the Interest Rate is specified as being Floating Rate, the Interest Rate for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of each Interest Accrual Period in accordance with the following:

(i) if the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:

(A) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or

(B) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date;

(ii) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (i)(A) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (i)(B) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;

(iii) if paragraph (ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or, if the Relevant Currency is euro, in the Euro-zone (the "Principal Financial Centre") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Interest Rate applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(e) Interest Rate on Zero Coupon Notes

Where a Note the Interest Rate of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Redemption Amount of such Note. As from the Maturity Date, the Interest Rate for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 5(b)).

(f) Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding

(i) If any Margin or Rate Multiplier is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Interest Rates, in the case of (x), or the Interest Rates for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 4(d) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.

(ii) If any Maximum or Minimum Interest Rate, Instalment Amount or Redemption Amount is specified hereon, then any Interest Rate, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency and in the case of euro means 0.01 euro.

(g) Calculations

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Interest Rate, the Calculation Amount specified hereon and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (as defined below) (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be applied to the period for which interest is required to be calculated.

(h) Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quotation or make any determination or calculation, it shall determine the Interest Rate and calculate the Interest Amount for the relevant Interest Accrual Period, calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of an Interest Rate and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(c), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of each Interest Rate, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) *Determination or Calculation by Trustee*

If the Calculation Agent does not at any time for any reason determine or calculate the Interest Rate for an Interest Accrual Period or any Interest Amount, Instalment Amount or Redemption Amount, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(j) *Definitions*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Applicable Regulatory Capital Requirements" means any requirements contained in Capital Regulations from time to time applicable to the Issuer or the Group.

"Business Day" means:

(i) in the case of a specified currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency; or

(ii) in the case of euro, a day on which the TARGET System is operating (a "TARGET Business Day"); or

(iii) in the case of a specified currency and one or more specified financial centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the specified currency in the specified financial centre(s) or, if no currency is specified, generally in each of the financial centres so specified.

"Capital Disqualification Event" is deemed to have occurred if, at any time the Issuer or the Group is required under Applicable Regulatory Capital Requirements to have Upper Tier 2 Capital, the Undated Subordinated Notes or the Perpetual Subordinated Notes would no longer be eligible to qualify (save where such non-qualification is only as a result of any applicable limitation on the amount of such capital) for inclusion in the Upper Tier 2 Capital or other Capital Resources of the Issuer or the Group on a solo and/or consolidated basis and the Issuer has notified the Relevant Regulator of such fact.

"Capital Regulations" means at any time the regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Regulator.

"Capital Resources" has the meaning given to such term in any applicable Capital Regulations.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "Calculation Period"):

(i) if "Actual/Actual" or "Actual/Actual – ISDA" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified hereon, the actual number of days in the Calculation Period divided by 365;

(iii) if "Actual/360" is specified hereon, the actual number of days in the Calculation Period divided by 360;

(iv) if "30/360", "360/360" or "Bond Basis" is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; and

(v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30.

(vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30; and

(vii) if “Actual/Actual – ICMA” is specified hereon:

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the

number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"Determination Date" means the date specified as such hereon or, if none is so specified, the Interest Payment Date.

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date.

"Effective Date" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such hereon or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

"Euro-zone" means the region comprised of member states of the European Union that adopt the single currency in accordance with the treaty establishing the European Community, as amended by the Treaty on European Union.

"FSA" means the Financial Services Authority or such other governmental authority in the United Kingdom (or if Standard Chartered Bank becomes domiciled in a jurisdiction other than the United Kingdom, in such other jurisdiction) having primary bank supervisory authority with respect to Standard Chartered Bank.

"Group" means SCPLC and its subsidiaries.

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Amount" means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"Interest Commencement Date" means the Issue Date or such other date as may be specified hereon.

"Interest Determination Date" means, with respect to an Interest Rate and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Relevant Currency is Hong Kong dollars or Sterling or (ii) the day falling two Business Days in London for the Relevant Currency prior to the first day of such Interest Accrual Period if the Relevant Currency is not Sterling, euro or Hong Kong dollars or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Relevant Currency is euro.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"Interest Period Date" means each Interest Payment Date unless otherwise specified hereon.

"Interest Rate" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

"Optional Interest Payment Date" means, in the case of Undated Subordinated Notes or Perpetual Subordinated Notes, any Interest Payment Date.

"Page" means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuters Markets 3000 ("Reuters")) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

"Reference Banks" means the institutions specified as such hereon or, if none, four (or, if the Relevant Financial Centre is Helsinki, five) major banks selected by the Calculation Agent (after prior consultation with the Issuer) in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone.

"Relevant Currency" means the currency specified hereon or, if none is specified, the currency in which the Notes are denominated.

"Relevant Financial Centre" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre as may be specified as such hereon or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR shall be the Euro-zone) or, if none is so connected, London.

"Relevant Rate" means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

"Relevant Regulator" means the governmental authority in the relevant jurisdiction having primary bank supervisory authority with respect to the Issuer.

"Relevant Time" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified hereon or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and, for the purpose of this definition "local time" means, with respect to the Euro-zone as a Relevant Financial Centre, Central European Time.

"Representative Amount" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such hereon or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

"Specified Duration" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relevant Interest Accrual Period, ignoring any adjustment pursuant to Condition 4(c).

"TARGET System" means, the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

"Upper Tier 2 Capital" has the meaning given to such term in any applicable Capital Regulations.

(k) Calculation Agent and Reference Banks

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Trust Deed). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall (with the prior approval of the Trustee) appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the

Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount or the Redemption Amount or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

5. Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption

(i) Unless previously redeemed (with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the Hong Kong Monetary Authority (the "HKMA")]² [and the Korean Financial Supervisory Service (the "FSS")]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³), purchased and cancelled as provided in this Condition 5 or the relevant Instalment Date (being one of the dates so specified hereon) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless previously redeemed (with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³), purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note shall be finally redeemed on the Maturity Date specified hereon at its Redemption Amount (which, unless otherwise provided hereon, is its principal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount. Undated Subordinated Notes or Perpetual Subordinated Notes have no final Maturity Date and are only redeemable or repayable in accordance with the following provisions of this Condition 5 or Condition 9 and, in the case of Condition 5 only, with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ if required by the FSA [and the HKMA]² [and the FSS]³.

(b) Early Redemption of Zero Coupon Notes

(i) The Redemption Amount payable in respect of any Note that does not bear interest prior to the Maturity Date, the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Amortised Face Amount (calculated as provided below) of such Note.

(ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(iii) If the Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except

that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(e).

(c) Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, (with the consent of the FSA [and the HKMA]² [and the FSS]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³) on any Interest Payment Date or, if so specified hereon, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable) at their Redemption Amount (together with interest accrued to the date fixed for redemption and together with all Arrears of Interest (if any) as provided in Condition 4(b)), if:

(i) the Issuer satisfies the Trustee immediately before the giving of such notice that it has or will become obliged to pay additional amounts as described under Condition 7 and/or any undertaking given in addition thereto or in substitution thereof under the terms of the Trust Deed as a result of any change in, or amendment to, the laws or regulations of the [United Kingdom]¹ [Hong Kong]² [the Republic of Korea]³ or any political subdivision or any authority thereof or therein having power to tax, (or any taxing authority of any taxing jurisdiction to which the Issuer is or has become subject and in respect of which it has given such undertaking as referred to above in this Condition 5(c)(i)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it and the Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the condition precedent set out in (ii) above in which event it shall be conclusive and binding on Noteholders and Couponholders.

(d) Redemption at the Option of the Issuer and Exercise of Issuer's Options

If so provided hereon, the Issuer may (with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³), on giving irrevocable notice to the Noteholders, redeem, or exercise any Issuer's option in relation to, all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount (together with interest accrued to the date fixed for redemption or together with Arrears of Interest (if any) as provided in Condition 4(b)).

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as the Trustee deems appropriate, subject to compliance with any applicable laws and stock exchange requirements.

(e) Redemption at the Option of Noteholders other than holders of Subordinated Notes and Exercise of Noteholders' Options

If so provided hereon, the Issuer shall, at the option of the holder of any Senior Note, redeem such Note on the date or dates so provided at its Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Noteholders' option that may be set out hereon the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable). No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Purchases

The Issuer or any of its subsidiaries or any holding company (within the meaning of [1159 of the Companies Act 2006]¹ [section 2 of the Companies Ordinance]² [Article 342-2 of the Korean Commercial Code]³) of the Issuer or any other subsidiary of such holding company (with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³) may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, subject to the requirements (if any) of any stock exchange on which any Note is listed.

(g) Cancellation

All Notes purchased by or on behalf of the Issuer may be surrendered for cancellation (with the consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ in the case of Subordinated Notes if required by the FSA [and the HKMA]² [and the FSS]³), in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

Under current FSA [and HKMA]² [and FSS]³ requirements, any optional redemption by the Issuer of Subordinated Notes pursuant to Condition 5 may be made only with the prior written consent of, or, as applicable, lack of objection on the part of, the FSA [and the HKMA]² [and the FSS]³ and may be subject to such conditions as the FSA [and the HKMA]² [and the FSS]³ may impose at the time of consent or lack of objection.

6. Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a bank in the principal financial centre for that currency, or, in the case of euro, at the option of the holder, by transfer to or cheque drawn on a euro account (or any other account to which euro may be transferred) specified by the holder.

(b) Registered Notes

(i) Payments of principal (which for the purposes of this Condition 6(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Condition 6(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned, or, if euro is the currency concerned, by cheque drawn on a euro account and mailed (uninsured and at the risk of the holder) to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency or, if euro is the relevant currency, to a euro account (or any other account to which euro may be transferred) specified by the holder.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments subject to Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Issuing and Paying Agent, the Paying Agents, the CMU Lodging Agent, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed at the end of this document. The Issuing and Paying Agent, the CMU Lodging Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, the CMU Lodging Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent, to appoint additional or other Paying Agents or Transfer Agents and to approve any change in the specified office through which any Paying Agent acts, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, [(v) Paying Agents having specified offices in at least two major cities that are situated in a Member State of the European Union (including London) so long as the Notes are admitted to the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange's Regulated Market (and so long as there is no obligation to withhold or deduct tax from payments in the Member State of the European Union in which such cities are situated)]¹ [(v)/(vi)] a Paying Agent having specified offices in Singapore (for so long as the Notes issued by SC First Bank are listed on the SGX-ST and the rules of that stock exchange so require) [(v)/(vi)/(vii)] such other agents as may be

required by any other stock exchange on which the Notes may be listed and [(vi)/(vii)/(viii)] a Paying Agent with a specified office in a Member State of the European Union in which there is no obligation to withhold or deduct tax from payments pursuant to any law implementing or complying with, or introduced in order to conform to, European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income, in each case, as approved by the Trustee, provided that this Condition 6(e)[(vii/viii)/(ix)] shall not apply if all Member States of the European Union become obliged to withhold or deduct tax from payments.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 6(c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) Unmatured Coupons and Receipts and unexchanged Talons:

(i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(v) Where any Bearer Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation and in such other jurisdictions as shall be specified as "Business Day Jurisdictions" hereon (if any) and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

7. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of [the United Kingdom]¹ [Hong Kong]² [the Republic of Korea]³ or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders, Receiptholders and Couponholders (after the withholding or deduction) of such an amount as would have been received by them in respect of the Notes, Receipts or, as the case may be, Coupons in the absence of the withholding or deduction; except that no such additional amounts shall be payable with respect of any Note, Receipt or Coupon:

(a) to, or to a third party on behalf of, a holder of such Note, Receipt or Coupon who is liable to such taxes, duties, assessments or governmental charges by reason of his having some connection with [the United Kingdom]¹ [Hong Kong]² [the Republic of Korea]³ other than the mere holding of the Note, Receipt or Coupon; or

(b) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date (defined below) except to the extent that the holder would have been entitled to such additional amounts on presenting their Note, Receipt or Coupon for payment on the thirtieth day after the Relevant Date; or

(c) if such withholding or deduction may be avoided by the holder complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to any authority of or in [the United Kingdom]¹ [Hong Kong]² [the Republic of Korea]³, unless such holder proves that he is not entitled so to comply or to make such declaration or claim; or

(d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing or complying with, or introduced in order to conform to, European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income; or

(e) (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Conditions, "Relevant Date" in respect of any Note, Receipt or Coupon means the date on which payment first becomes due or if any amount is improperly withheld or refused the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts,

Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "principal" and/or "interest" (other than such interest as is referred to in Condition 9(f)) shall be deemed to include any additional amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

8. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them save in respect of Withheld Amounts (as defined in Condition 9). Claims in respect of principal comprised in a Withheld Amount and claims in respect of interest comprised in, or accrued on, a Withheld Amount will, in the case of such principal, become void 10 years and, in the case of such interest, become void five years after the due date for payment as specified in Condition 9 or, if the full amount of the moneys payable has not been duly received by the Issuing and Paying Agent, another Paying Agent, the Registrar, a Transfer Agent or the Trustee, as the case may be, on or prior to such date, the date on which notice is given in accordance with Condition 13 that the relevant part of such moneys has been so received.

9. Events of Default

(a) Events of Default in respect of Senior Notes

In the case of Senior Notes, if any of the following events ("Events of Default") occurs and is continuing, the Trustee at its discretion may, and if so requested by holders of at least one-fifth in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their Redemption Amount together with accrued interest:

(i) Non-Payment: default is made for more than 14 days in the payment on the due date of interest or principal in respect of any of the Notes. The Issuer shall not be in default, however, if during the 14 days' grace period, it satisfies the Trustee that such sums ("Withheld Amounts") were not paid (A) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment, the Issuer, the relevant Paying Agent, Transfer Agent, or the holder of any Note, Receipt or Coupon or (B) (subject as provided in the Trust Deed) in case of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said period of 14 days by independent legal advisers acceptable to the Trustee; or

(ii) Breach of Other Obligations: the Issuer does not perform or comply with any one or more of its other obligations under the Notes or the Trust Deed, which default has not been remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee (except where such default is not, in the reasonable opinion of the Trustee after consultation with the Issuer, capable of remedy, in which case no such notice as is mentioned above will be required); or

(iii) Enforcement Proceedings: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or a material (in the opinion of the Trustee) part of the property, assets or revenues of the Issuer and is not discharged or stayed within 90 days; or

(iv) Insolvency: the Issuer is (or is deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts (within the meaning of [section 123(1) or (2) of the Insolvency Act 1986]¹ [section 178(1) of the Companies Ordinance]² [Articles 305 and 306 of the Act on Debtor Rehabilitation and Bankruptcy]³) as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material (in the opinion of the Trustee) part of its debts, makes a general assignment or an arrangement or composition with or for the benefit of all its creditors or a moratorium is agreed or declared in respect of all or a material (in the opinion of the Trustee) part of the debts of the Issuer; or

(v) Winding-up: an administrator is appointed in relation to the Issuer, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer, or the Issuer shall apply or petition for a winding-up or administration order in respect of itself or ceases or threatens through an official action of its board of directors to cease to carry on all or a substantial (in the opinion of the Trustee) part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved by the Trustee in writing or by an Extraordinary Resolution of the Noteholders,

provided that in the case of any of the events referred to in paragraph (ii) above the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders.

(b) Events of Default in respect of Dated Subordinated Notes or Lower Subordinated Term Notes

In the case of Dated Subordinated Notes or Lower Subordinated Term Notes:

(i) if, otherwise than for the purposes of a reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved by the Trustee or by an Extraordinary Resolution of the Noteholders, an order is made or an effective resolution is passed for the winding-up of the Issuer, the Trustee may, subject as provided below, at its discretion, give notice to the Issuer that the Dated Subordinated Notes or Lower Subordinated Term Notes are, and they shall accordingly thereby forthwith become, immediately due and repayable at their Redemption Amount, plus accrued interest as provided in the Trust Deed; and

(ii) if default is made in the payment of principal or interest due in respect of the Dated Subordinated Notes or Lower Subordinated Term Notes and such default continues for a period of 14 days, the Trustee may, subject as provided below, at its discretion and without further notice, institute proceedings in [England]¹ [Hong Kong]² [the Republic of Korea]³ (but not elsewhere) for the winding-up of the Issuer provided that the Issuer shall not be in default if during the 14 days' grace period, it satisfies the Trustee that Withheld Amounts were not paid (A) in order to comply with any fiscal or other law, regulation or order of any court or competent jurisdiction, in each case applicable to such payment, the Issuer, the relevant Paying Agent, Transfer Agent or the holder of any Note, Receipt or Coupon or (B) (subject as provided in the Trust Deed) in case of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said 14 days' grace period by independent legal advisers acceptable to the Trustee.

(c) Events of Default in respect of Undated Subordinated Notes or Perpetual Subordinated Notes

In the case of Undated Subordinated Notes or Perpetual Subordinated Notes, if the Issuer shall not make payment in respect of the Undated Subordinated Notes or the Perpetual Subordinated Notes (in the case of any payment of principal) for a period of 14 days or more after the due date for the same or (in the case of any payment of interest) for a period of 14 days or more after any date upon which the payment of interest is due pursuant to these Conditions (including, without limitation, the provisions of Condition 4(b) relating to deferral of interest), the Trustee may, subject as provided below, at its discretion and without further notice, institute proceedings in [England]¹ [Hong Kong]² [the Republic of Korea]³ (but not elsewhere) for the winding-up of the Issuer provided that the Issuer shall not be in default if during the 14 days' grace period, it satisfies the Trustee that Withheld Amounts were not paid (i) in order to comply with any fiscal or other law, regulation or order of any court or competent jurisdiction, in each case applicable to such payment, the Issuer, the relevant Paying Agent, Transfer Agent or the holder of any Note, Receipt or Coupon or (ii) (subject as provided in the Trust Deed) in case of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said 14 day grace period by independent legal advisers acceptable to the Trustee.

(d) Remedies

(i) In the case of Subordinated Notes, without prejudice to paragraphs (b) and (c), if the Issuer fails to perform, observe or comply with any obligation, condition or provision relating

to such Notes binding on it under these Conditions (other than any obligation of the Issuer for the payment of any principal or interest in respect of the Notes) the Trustee may, subject as provided below, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce such obligation, condition or provision provided that the Issuer shall not as a consequence of such proceedings be obliged to pay any sum or sums representing or measured by reference to principal or interest in respect of such Notes sooner than the same would otherwise have been payable by it.

(ii) In the case of Subordinated Notes, subject to applicable laws, no remedy (including the exercise of any right of set-off or analogous event) other than those provided for in paragraph (b) (in the case of Dated Subordinated Notes or Lower Subordinated Term Notes only) and paragraph (c) (in the case of Undated Subordinated Notes or Perpetual Subordinated Notes only) and, in either case, paragraph (d)(i) above or submitting a claim in the winding-up of the Issuer will be available to the Trustee or the holders of Notes, Receipts and/or Coupons.

(e) Enforcement

The Trustee need not take any such action or proceedings as referred to in paragraphs (a), (b), (c) and/or (d)(i) above unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-fifth in principal amount of the Notes then outstanding and (ii) it shall have been indemnified to its satisfaction. No Noteholder or Couponholder may proceed directly against the Issuer or submit a claim in the winding-up of the Issuer unless the Trustee having become bound so to proceed or being able to submit such a claim, fails to do so in each case within a reasonable time and such failure is continuing. In such a case the relevant Noteholder or Couponholder may, on giving an indemnity satisfactory to the Trustee, in the name of the Trustee (but not otherwise), himself institute proceedings against the Issuer and/or submit a claim in the winding-up of the Issuer, but only to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so in respect of his Notes, Receipts and/or Coupons.

(f) Withheld Amounts

If lawful, Withheld Amounts or sums equal to Withheld Amounts shall be placed promptly on interest-bearing deposit all as more particularly described in the Trust Deed. If subsequently it shall be or become lawful to pay any Withheld Amount to the relevant Noteholders or Couponholders or if such payment is possible as soon as any doubt as to the validity or applicability of any such law, regulation or order as is mentioned in Condition 9(a)(i), 9(b)(ii) or 9(c) (as the case may be) above is resolved, notice shall be given in accordance with Condition 13. The notice shall specify the date (which shall be no later than seven days after the earliest date thereafter upon which such interest-bearing deposit falls or may (without penalty) be called due for repayment) on and after which payment in full of such Withheld Amounts shall be made. On such date, the Issuer shall be bound to pay such Withheld Amount together with interest accrued on it. For the purposes of Conditions 9(a)(i), 9(b)(ii) or 9(c), as the case may be, this date shall be the Relevant Date for such sums. The obligations of the Issuer under this paragraph (f) shall be in lieu of any other remedy against it in respect of Withheld Amounts. Payment will be made subject to applicable laws, regulations or court orders, but, in the case of any payment of any Withheld Amounts, without prejudice to Condition 7. Interest accrued on any Withheld Amount shall be paid net of any taxes required by applicable law to be withheld or deducted and the Issuer shall not be obliged to pay any additional amount in respect of any such withholding or deduction.

10. Meetings of Noteholders, Modification, Waiver and Substitution

(a) Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the

principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

(b) Modification of the Trust Deed

The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of these Conditions or any of the provisions of the Trust Deed that is, in its opinion, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of these Conditions or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable in accordance with Condition 13.

(c) Substitution

The Trustee (if it is satisfied that to do so would not be materially prejudicial to the interests of Noteholders or Couponholders) may agree, if requested by the Issuer and subject to such amendment of the Trust Deed and such other conditions as the Trustee may reasonably require, but without the consent of the Noteholders or the Couponholders, to the substitution, subject to the Notes, Receipts, Coupons and Talons being unconditionally and irrevocably guaranteed by the Issuer (on a subordinated basis equivalent to that described in Condition 3 in the case of the Subordinated Notes) of a subsidiary of the Issuer or a holding company of the Issuer or another subsidiary of any such holding company in place of the Issuer as principal debtor under the Trust Deed, the Notes, the Receipts, the Coupons and the Talons and as a party to the Agency Agreement and so that, in the case of the Subordinated Notes, the claims of the Noteholders or the Couponholders may, in the case of the substitution of a holding company of the Issuer in the place of the Issuer, also be subordinated to the rights of Senior Creditors or Creditors as the case may be or creditors in respect of Senior Indebtedness of that holding company but not further or otherwise.

In the case of a substitution under this Condition 10, the Trustee may agree, without the consent of the Noteholders or Couponholders, to a change of law governing the Notes, and/or Coupons and/or the Trust Deed insofar as it relates to such Notes provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of holders of the Notes.

(d) Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or

Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

11. Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent (in the case of Registered Notes), as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

13. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in [London (which is expected to be the *Financial Times*)]¹ [Hong Kong (which is expected to be the *South China Morning Post*)]² [Singapore (which is expected to be the *Business Times*)]³. If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in [Europe]¹ [Hong Kong]² [Singapore]³. Any such notice (other than to holders of Registered Notes as specified above) shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

14. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including provisions relieving it from taking proceedings unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

15. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes or the Trust Deed by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available apart from that Act.

16. Governing Law and Jurisdiction

(a) The Trust Deed, the Notes, the Receipts, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law¹, save for Condition 3 and any non-contractual obligations arising out of or in connection with it, which is governed by, and shall be construed in accordance with, Hong Kong law² [, save for Condition 3 and any non-contractual obligations arising out of or in connection with it, which is governed by, and shall be construed in accordance with, the law of the Republic of Korea]³.

(b) The Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed, the Notes, Receipts, Coupons or Talons [("Proceedings")]^{2 3} may be brought in such courts. [The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.]^{2 3}

[(c) Service of Process: The Issuer has irrevocably appointed SCB to receive, for it and on its behalf, service of process in any Proceedings in England.]^{2 3}

1 Include for Notes issued by SCPLC or SCB.

2 Include for Notes issued by SCBHK.

3 Include for Notes issued by SC First Bank.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form, they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Certificates may be delivered on or prior to the original issue date of the Tranche to a Common Depository or lodged with a sub-custodian for the CMU Service.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a Common Depository or deposit of a Global Note with a sub-custodian for the CMU Service or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depository, Euroclear, Clearstream, Luxembourg or the CMU Service (as the case may be) will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

If the Global Note is an NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depository or Common Safekeeper may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date will be made against presentation of the Temporary Global Note if in CGN form only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or the CMU Lodging Agent and (in the case of a Temporary Global Note delivered to a Common Depository or Common Safekeeper for Euroclear and Clearstream, Luxembourg) Euroclear and/or Clearstream, Luxembourg, as applicable, have/has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, DTC or any other permitted clearing system ("Alternative Clearing System") as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg, DTC or any such Alternative Clearing System (as the case may be) for his share of each payment made by the relevant Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, DTC or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the relevant Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations

of such Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

If a Global Note is lodged with the CMU Service, the person(s) for whose account(s) interests in such Global Note are credited as being held in the CMU Service in accordance with the CMU Rules as notified by the CMU Service to the CMU Lodging Agent in a relevant CMU Instrument Position Report or any other relevant notification by the CMU Service (which notification, in either case, shall be conclusive evidence of the records of the CMU Service save in the case of manifest error) shall be the only person(s) entitled to receive payments in respect of Notes represented by such Global Note and the relevant Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note are credited as being held in the CMU Service in respect of each amount so paid. Each of the persons shown in the records of the CMU Service, as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to the CMU Lodging Agent for his share of each payment so made by the relevant Issuer in respect of such Global Note.

Exchange

1. Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

1.1 if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Summary of the Programme/Selling Restrictions"), in whole, but not in part, for the Definitive Notes defined and described below; and

1.2 otherwise, in whole or in part, upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes, provided that the CMU Service may require that any such exchange for interests in a Permanent Global Note is made in whole and not in part and, in such event, no such exchange will be effected until all relevant accountholders (as set out in a CMU Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU Service) have so certified.

Each Temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any Permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

2. Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Notes", in part for Definitive Notes or, in the case of 2.3 below, Registered Notes:

2.1 unless principal in respect of any Notes is not paid when due, by the relevant Issuer giving notice to the Noteholders and the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU Service ("CMU Notes"), the CMU Lodging Agent) of its intention to effect such exchange (save that no such exchange shall be possible where the Notes have a minimum Denomination plus a higher integral multiple of a smaller amount);

2.2 if the Permanent Global Note was issued in respect of a D Rules Note or if the relevant Final Terms provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Issuing and Paying Agent (or, in the case of CMU Notes, the CMU Lodging Agent) of its election for such exchange (save that no such exchange shall be possible where the Notes have a minimum Denomination plus a higher integral multiple of a smaller amount);

2.3 if the Permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Issuing and Paying Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; and

2.4 if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or the CMU Service or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, by the holder giving notice to the Issuing and Paying Agent (or, in the case of CMU Notes, the CMU Lodging Agent) of its election for such exchange.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg or the CMU Service, as the case may be.

3. *Permanent Global Certificates*

If the Final Terms state that the Notes are to be represented by a permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

3.1 if in the case of Restricted Notes, DTC notifies the relevant Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the Restricted Global Certificate, or ceases to be a "clearing agency" registered under the Exchange Act, or is at any time no longer eligible to act as such and such Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or

3.2 if in the case of Unrestricted Notes, Euroclear or Clearstream, Luxembourg or the CMU Service is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

3.3 if principal in respect of any Notes is not paid when due; or

3.4 with the consent of the relevant Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to 3.1 or 3.2 or 3.3 above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

4. *Partial Exchange of Permanent Global Notes*

For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Note will be exchangeable in part on one or more occasions (i) for Registered Notes if the Permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (ii) for Definitive Notes if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly-paid Notes.

5. *Delivery of Notes*

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent (or, in the case of CMU Notes, the CMU Lodging Agent). In exchange for any Global Note, or the part thereof to be exchanged, the relevant Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate principal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be or, if the Global Note is an NGN, the relevant Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this document, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and, if applicable, a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially

in the form set out in the Schedules to the Trust Deed. On exchange in full of each Permanent Global Note, the relevant Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

6. Exchange Date

“Exchange Date” means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The Temporary Global Notes, Permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions:

1. Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of CGNs represented by a Global Note will be made, if in CGN form, against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Conditions 6(e)(vii) and 7(e), in the case of Notes issued by SCPLC or SCB, or 7(e), in the case of Notes issued by SCBHK or SC First Bank, will apply to Definitive Notes only.

In respect of a Global Note held through the CMU Service, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Note are credited (as set out in a CMU Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU Service) and, save in the case of final payment, no presentation of the relevant Global Note shall be required for such purpose.

If the Global Note is an NGN, the relevant Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Each payment so made will discharge the relevant Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

2. Prescription

Claims against the relevant Issuer in respect of Notes that are represented by a Permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

3. Meetings

The holder of a Permanent Global Note or of the Notes represented by a Global Certificate shall (unless such Permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Permanent Global Note shall be treated as having one vote in respect of each minimum integral currency unit of the specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of

each Note comprising such Noteholder's holding, whether or not represented by a Global Certificate.)

4. *Cancellation*

Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Permanent Global Note.

5. *Purchase*

Notes represented by a Permanent Global Note may only be purchased by the relevant Issuer or any of its subsidiaries or any holding company (in the case of SCPLC or SCB, within the meaning of section 1159 of the Companies Act 2006, in the case of SCBHK, within the meaning of Section 2 of the Companies Ordinance and in the case of SC First Bank, within the meaning of Article 342-2 of the Korean Commercial Code) or any other subsidiary of such holding company if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

6. *Issuer's Option*

Any option of the relevant Issuer provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note shall be exercised by the relevant Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the certificate numbers of Bearer Notes drawn, or in the case of Registered Notes shall not be required to specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Note, in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the relevant Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of account holders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), the CMU Service or any other clearing system (as the case may be).

7. *Noteholders' Options*

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the holder of the Permanent Global Note giving notice to the Issuing and Paying Agent (or, in the case of CMU Notes, the CMU Lodging Agent) within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall not be required to specify the nominal amount of Registered Notes and the holder(s) of such Registered Notes, in respect of which the option has been exercised, and stating the principal amount of Notes in respect of which the option is exercised and at the same time where the Permanent Global Note is a CGN presenting the Permanent Global Note to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent (or, in the case of CMU Notes, the CMU Lodging Agent), for notation. Where the Global Note is an NGN, the relevant Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

8. *NGN Nominal Amount*

Where the Global Note is an NGN, the relevant Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

9. Trustee's Powers

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

10. Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of (i) Euroclear and/or Clearstream, Luxembourg or any other clearing system (except as provided in (ii) below), notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note or (ii) the CMU Service, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second Business Day (as defined in Condition 4(j)) preceding the date of despatch of such notice as holding interests in the relevant Global Note.

Partly-paid Notes

The provisions relating to Partly-paid Notes are not set out in this document, but will be contained in the relevant Final Terms and thereby in the relevant Global Notes. While any instalments of the subscription moneys due from the holder of Partly-paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a Permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly-paid Notes within the time specified, the relevant Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Notes will be used for the general business purposes of the Group.

STANDARD CHARTERED PLC

SCPLC, the ultimate holding company of SCB, SCBHK and SC First Bank, was incorporated and registered in England and Wales on 18 November 1969 as a company limited by shares. Its ordinary shares and preference shares are listed on the Official List and traded on the London Stock Exchange. SCPLC's ordinary shares are also listed on the Hong Kong Stock Exchange. SCPLC operates under the Companies Acts 1985 and 2006 and its registered number is 966425. SCPLC's registered office is at 1 Aldermanbury Square, London EC2V 7SB, and its principal place of business in the United Kingdom is at 1 Basinghall Avenue, London EC2V 5DD. SCPLC's telephone number is +44 (0)20 7885 8888. SCPLC adopted new articles of association on 7 May 2008.

The Group is an international banking and financial services group particularly focused on the markets of Asia, Africa and the Middle East. The Group has a network of around 1,750 branches and outlets in over 70 countries and territories and approximately 75,000 employees.

The Group, through SCB and its subsidiaries, operates two business divisions: Consumer Banking and Wholesale Banking.

Business Divisions

Consumer Banking

Consumer Banking provides innovative products and services to over 14 million customers, including individuals and small and medium enterprises in Asia, Africa and the Middle East. In 2007, Consumer Banking launched The Standard Chartered Private Bank to serve the growing demand for more specialised products and services tailored for high net worth individuals in SCB's markets. Consumer Banking is focused on continuously improving the overall experience of its customers.

Wholesale Banking

Wholesale Banking provides a wide range of solutions to help corporate and institutional clients facilitate trade and finance across some of the fastest growing markets and trade corridors in today's global economy. Its focus is on building a client-driven business, being the leading international bank of choice in Asia, Africa and the Middle East and leveraging its in-depth local knowledge and extensive cross-border network.

Geographic Markets

The Group's network covers Asia Pacific, the Middle East, South Asia, Africa, the Americas, the United Kingdom and Europe.

Hong Kong

For the six months ended 30 June 2008, Hong Kong-based activities contributed US\$1,219 million operating income and US\$656 million profit before tax to the Group. For the year ended 31 December 2007, Hong Kong-based activities contributed US\$2,068 million operating income and US\$1,193 million profit before tax to the Group.

Singapore, Malaysia and Other Asia Pacific Regions

For the six months ended 30 June 2008, Singapore, Malaysia and other Asia Pacific business contributed US\$2,179 million operating income and US\$822 million profit before tax to the Group. For the year ended 31 December 2007, Singapore, Malaysia and other Asia Pacific business contributed US\$3,452 million operating income and US\$1,254 million profit before tax to the Group.

Singapore is one of the Group's top five markets by profit before tax and SCB was among the first four foreign banks in Singapore to be awarded a Qualifying Full Bank (QFB) licence in October 1999.

The Group continues to be well positioned in a range of fast-expanding markets in the Asia Pacific region. In China in the first six months of 2008, the Group expanded the network to 43 outlets and opened further branches in the second half of the year. Operating income in China increased 24 per cent. to US\$306 million in the first six months of 2008 compared to the first six months of 2007. The acquisition of Hsinchu International Bank in 2006 (subsequently renamed Standard Chartered Bank (Taiwan) Limited) made the Group the

largest international bank in Taiwan. In Indonesia, SCB increased its stake in PT Bank Permata in 2006, reinforcing its position as the country's largest international bank.

Korea

The Group acquired Korea First Bank, a major banking group in the Republic of Korea (South Korea) in April 2005 and completed the rebranding as SC First Bank in September 2005. In November 2005, SCB's branch business in South Korea was integrated with SC First Bank.

For the six months ended 30 June 2008, Korea contributed operating income of US\$867 million and profit before tax of US\$209 million to the Group. For the year ended 31 December 2007, Korea contributed operating income of US\$1,564 million and profit before tax of US\$324 million to the Group.

India

In India (including Nepal), the Group operates the country's largest international bank in terms of branches and had 90 branches and over 18,000 employees (including the global shared service centre in Chennai) as at 30 June 2008.

For the six months ended 30 June 2008, India contributed operating income of US\$975 million and profit before tax of US\$606 million to the Group, making it the Group's second largest contributor of income and profits after Hong Kong. For the year ended 31 December 2007, India contributed operating income of US\$1,308 million and profit before tax of US\$690 million to the Group.

Middle East and other South Asia

For the six months ended 30 June 2008, Middle East and other South Asia contributed operating income of US\$888 million and profit before tax of US\$386 million to the Group. For the year ended 31 December 2007, Middle East and other South Asia contributed operating income of US\$1,428 million and profit before tax of US\$591 million to the Group. In the United Arab Emirates, the Group operates a larger branch network than any other international bank.

Standard Chartered Bank (Pakistan) Limited is the largest and fastest growing international bank in Pakistan; it is now the fifth largest bank in terms of total revenue.

Africa

The Group offers Consumer Banking and Wholesale Banking services in Africa. Its core African markets are Botswana, Ghana, Kenya, Nigeria, Zambia, Tanzania and Uganda.

For the six months ended 30 June 2008, Africa contributed operating income of US\$434 million and profit before tax of US\$157 million to the Group. For the year ended 31 December 2007, Africa contributed operating income of US\$795 million and profit before tax of US\$298 million to the Group.

Americas, United Kingdom and Europe

The Group's principal activities in the Americas, the United Kingdom and Europe are focused on serving clients with needs in Asia, Africa and the Middle East, offering specialised products to multinational organisations. In New York, the Group is one of the leading clearers of US dollar payments. The Group's Head Office in London provides governance and regulatory standards across the Standard Chartered network.

For the six months ended 30 June 2008, the Group's operations in the Americas, the United Kingdom and Europe contributed operating income of US\$425 million and a loss before tax of US\$250 million to the Group. For the year ended 31 December 2007, the Group's operations in the Americas, the United Kingdom and Europe contributed operating income of US\$452 million and a loss before tax of US\$315 million to the Group.

Subsidiaries

As at 30 June 2008, SCPLC's principal subsidiaries comprised SCB, SCBHK, SC First Bank, Standard Chartered Bank Malaysia Berhad, Standard Chartered Bank (Thai) Public Company Limited, Standard Chartered Bank (China) Limited, Standard Chartered Bank (Taiwan) Limited, Standard Chartered Bank (Pakistan) Limited, Standard Chartered Capital Management (Jersey)

LLC, Standard Chartered Receivables (UK) Limited, Standard Chartered Financial Investments Limited and Standard Chartered Debt Trading Limited.

All the above are directly or indirectly wholly owned subsidiaries of SCPLC, except Standard Chartered Bank (Thai) Public Company Limited, which is 99.97 per cent. owned by SCB and Standard Chartered Bank (Pakistan) Limited, which is 99 per cent. owned by SCB.

Recent Developments

As announced on 7 October 2008, Standard Chartered Bank (Taiwan) Limited has been named as the preferred bidder in a government auction to acquire the “good bank” portion of Asia Trust and Investment Corporation (“Asia Trust”) in Taiwan. Transaction documents were signed on 13 October 2008 and completion is expected on 27 December 2008. Asia Trust provides a variety of lending and credit card services to both retail and corporate customers through its seven branches, including two in Greater Taipei. Under the terms of the transaction, Standard Chartered Bank (Taiwan) Limited will be able to relocate up to seven additional branches to Taipei, giving it the opportunity to expand its scale and reach in the Greater Taipei region.

SCPLC released two announcements on 8 and 13 October 2008 in respect of the UK government’s banking sector scheme. SCPLC released its interim management statement for the third quarter of 2008 on 28 October 2008. The announcements and the interim management statement are incorporated by reference into this Prospectus.

Directors

The directors of SCPLC and their respective principal outside activities, where significant to SCPLC, are as follows:

E M Davies CBE *Chairman*¹

Chairman of Fleming Family & Partners Limited

J W Peace *Non-Executive Director and Deputy Chairman*¹

Chairman of Experian plc and Burberry Group plc

P A Sands *Group Chief Executive, Director and Chairman of SCB*¹

G R Bullock *Group Executive Director, (Africa, Middle East, Europe and the Americas) and Director of SCB*¹

Non-Executive Director of Fleming Family & Partners Limited and Spirax-Sarco Engineering plc

S P Bertamini *Group Executive Director, Consumer Banking and Director of SCB*¹

Director of the MasterCard Asia/Pacific Regional Advisory Board

J F T Dundas *Non-Executive Director*¹

Chairman of Jupiter Investment Management Holdings Limited and Non-executive Director of Drax Group plc

V F Gooding CBE *Non-Executive Director*¹

Non-Executive Director of J Sainsbury plc and the BBC

R H P Markham *Non-Executive Director*¹

Non-Executive Director of Legal and General Group plc, AstraZeneca PLC and United Parcel Service, Inc.

R Markland *Non-Executive Director*¹

Non-Executive Director of The Sage Group plc

R H Meddings *Group Finance Director and Director of SCB*¹

Non-Executive Director of 3i Group plc

S B Mittal *Non-Executive Director*¹

Chairman and Chief Executive Officer of Bharti Enterprises

J G H Paynter *Non-Executive Director*¹

Non-Executive Director of Jardine Lloyd Thompson Group plc

P D Skinner *Non-Executive Director*¹

Chairman of Rio Tinto plc and Non-Executive Director of the Tetra Laval Group and L'Air Liquide SA

O H J Stocken *Non-Executive Director*¹

Chairman of Home Retail Group, Deputy Chairman of 3i plc and Chairman of Oval Limited and Stanhope Group Holdings Limited

Note:

1. The business address should be regarded for the purposes of this document as:
1 Basinghall Avenue
London EC2V 5DD
United Kingdom

There are no existing or potential conflicts of interest between any duties of the directors named above owed to SCPLC and/or their private interests and other duties.

CAPITALISATION AND INDEBTEDNESS OF STANDARD CHARTERED PLC

The following table sets out the unaudited consolidated capitalisation and indebtedness of SCPLC Group as at 30 June 2008 prepared in accordance with IFRS.

	30 June 2008 US\$million
Authorised share capital	
Ordinary shares of U.S.\$0.50 each.....	1,316
Non-cumulative irredeemable preference shares of £1.00 each.....	995
Non-cumulative redeemable preference shares of U.S.\$5.00 each.....	1,500
Non-cumulative preference shares of €1,000 each.....	1,573
Total authorised share capital.....	5,384
Shareholders' equity	
Allotted, called-up and fully paid share capital	
Ordinary shares.....	711
Preference shares.....	—
Share premium.....	4,740
Merger reserve.....	3,149
Reserves and retained earnings.....	11,712
Total shareholders' equity.....	20,312
Subordinated loan capital	
U.S.\$400 million Primary Capital Floating Rate Notes ⁽¹⁾	400
U.S.\$300 million Primary Capital Floating Rate Notes (Series 2) ⁽¹⁾	300
U.S.\$400 million Primary Capital Floating Rate Notes (Series 3) ⁽¹⁾	400
U.S.\$200 million Primary Capital Floating Rate Notes (Series 4) ⁽¹⁾	200
£150 million Primary Capital Floating Rate Notes ⁽¹⁾	299
£30 million Floating Rate Notes due 2009 ⁽¹⁾	60
£300 million 6.75 per cent. Notes due 2009.....	530
€600 million 5.375 per cent. Notes due 2009.....	842
U.S.\$700 million 8.0 per cent. Subordinated Notes due 2031.....	760
€500 million 8.16 per cent. non-cumulative Trust Preferred Securities (callable 2010) ⁽⁶⁾	780
£600 million 8.103 per cent. Step-Up Callable Perpetual Trust Preferred Securities (callable 2016) ⁽⁷⁾	1,295
£200 million 7.75 per cent. Step-Up Notes (callable 2022).....	433
U.S.\$350 million 4.375 per cent. Notes due 2014 (Floating rate from 2009).....	353
HKD (Hong Kong dollars) 500 million 3.5 per cent. Notes due 2014 (Floating rate from 2009).....	63
HKD 670 million Floating Rate Notes due 2014.....	76
€750 million 3.625 per cent. (Floating rate from 2012) Subordinated rates due 2017.....	1,112
U.S.\$500 million Floating Rate Notes due 2015 ⁽¹⁾	499
U.S.\$500 million Floating Rate Notes due 2016 ⁽¹⁾	499
U.S.\$92 million Subordinated Debt due 2013.....	92
KRW (South Korean Won) 205 billion Subordinated Debt due 2009.....	190
KRW 30 billion Subordinated Debt due 2011.....	29
KRW 3 billion Subordinated Debt due 2011.....	3
KRW 90 billion Subordinated Debt due 2018.....	79
KRW 260 billion Subordinated Debt due 2018.....	238
BWP 50 million Fixed and Floating Rate Subordinated Notes due 2015.....	8
BWP (Botswana Pula) 75 million Floating Rate Notes due 2017.....	12
TZS (Tanzanian Schilling) 8 billion Subordinated Notes due 2015.....	7
€675 million Floating Rate Notes due 2018.....	1,066
U.S.\$100 million Floating Rate Notes due 2018.....	100
IDR (Indonesian Rupiah) 500 billion Floating Rate Notes due 2016.....	24
PKR 750 million Floating Rate Notes due 2011.....	11
PKR 1 billion Floating Rate Notes due 2015.....	15
TWD 10 billion undated Floating Rate Notes.....	329
€675 million 5.375 per cent. undated step up Subordinated Notes (callable 2020).....	1,233
U.S.\$300 million Floating Rate Notes due 2017.....	300
£300 million 6 per cent. Floating Rate Notes due 2013.....	589
U.S.\$1billion 6.4 per cent. Subordinated Debt due 2017.....	1,622
EUR1,100 million 5.875 per cent. Subordinated Debt due 2017.....	1,044
£700m 7.75 per cent. Subordinated Debt due 2018.....	1,305
JPY 10 billion 3.35 per cent. Subordinated Debt due April 2023.....	91
SGD 450 million Subordinated Debt due 10 April 2023.....	301
MYR 500 million 4.28 per cent. Subordinated Bonds due 2017.....	145
Total subordinated loan capital.....	17,724
Other borrowings	
£96 million 7.375 per cent. irredeemable preference shares.....	178
£99 million 8.25 per cent. irredeemable preference shares.....	179
U.S.\$675 million 8.125 per cent. redeemable preference shares.....	664
Total other borrowings.....	1021
Total Capitalisation and Indebtedness.....	39,057

1. These notes bear interest rates fixed periodically based on London interbank rates.
2. All subordinated loan capital described above is unsecured, unguaranteed and subordinated to the claims of other creditors including, without limitation, customer deposits and deposit by banks.
3. Liabilities denominated in foreign currencies are translated into US dollars at market exchange rates prevailing at 30 June 2008. The exchange rates used were £1.00 = U.S.\$1.99; U.S.\$1.00 = HK\$7.7979; U.S.\$1.00 = BWP5195; U.S.\$1.00 = KRW1045.9643; U.S.\$1.00 = TZS1171.4108; U.S.\$1.00 = €0.6354; U.S.\$1.00 = IDR9222.5758; U.S.\$1.00 = PKR68.3306.
4. Contingent liabilities amounted to U.S.\$41 billion as at 30 June 2008, of which U.S.\$29 billion related to guarantees and irrevocable letters of credit.
5. The total amount of all other borrowings and indebtedness as at 30 June 2008 was U.S.\$287 billion, comprising deposits by banks U.S.\$40 billion, customer accounts U.S.\$211 billion and other debt securities in issue such as certificates of deposits was U.S.\$36 billion.
6. SCB has agreed that it will pay in full on a subordinated basis to the holders of the €500 million 8.16 per cent. non-cumulative partnership preferred securities issued by Standard Chartered Capital 1 L.P. (the "Partnership") definitive dividends and amounts payable on redemption and liquidation to the extent that such amounts are not paid by the Partnership.
7. These securities are redeemable at the option of SCB on or after 11 May 2016 on any interest payment date.
8. The share premium account was restated in 2005 to transfer to the merger reserve the premium arising on the shares issued in conjunction with the acquisition of SC First Bank. This treatment is consistent with that adopted in 2006 for the premium arising on the shares issued in conjunction with the acquisition of Hsinchu International Bank.
9. List of debt issued since 1 January 2008:
 - a) On 19 March 2008, SCFB issued KRW 90 billion 6.05 per cent. Subordinated Debt due 2018.
 - b) On 2 April 2008, SCB issued GBP 500 million 7.75 per cent. Subordinated Notes due 2018.
 - c) On 10 April 2008, SCB issued SGD 200 million 5.25 per cent. Subordinated Notes due 2023 callable 2018.
 - d) On 18 April 2008, SCB issued GBP 200 million 7.75 per cent. Subordinated Notes due 2018.
 - e) On 18 April 2008, SCB issued EUR 400 million 5.875 per cent. Subordinated Notes due 2018.
 - f) On 18 April 2008, SCB issued SGD 250 million 5.25 per cent. Subordinated Notes due 2023 callable 2018.
 - g) On 18 April 2008, SCB issued JPY 10 billion 3.35 per cent. Subordinated Notes due 2023 callable 2018.
 - h) On 25 April 2008, SCFB issued KRW 260 billion 6.08 per cent. Subordinated Notes due 2018 callable 2013.
 - i) On 27 May 2008, SC PLC issued US\$675 million 8.125 per cent. non-cumulative redeemable preference shares with an issuer's call option in November 2013.

Note:

Save as disclosed in this document, there has been no material change in the authorised and issued share capital and no material change in total capitalisation and indebtedness and contingent liabilities (including guarantees) of SCPLC as set out in the above table since 30 June 2008.

STANDARD CHARTERED BANK

SCB was incorporated in England with limited liability by Royal Charter in 1853. SCB's issued share capital comprises ordinary shares, all of which are owned by Standard Chartered Holdings Limited, a company incorporated in England and Wales and a wholly-owned subsidiary of SCPLC, non-cumulative irredeemable preference shares of US\$0.01 each, all of which are owned by Standard Chartered Capital Investments LLC, a company incorporated in the United States, non-cumulative redeemable preference shares of US\$5.00 each, all of which are owned by SCPLC. SCB's principal office is at 1 Aldermanbury Square, London EC2V 7SB and its principal place of business in the United Kingdom is at 1 Basinghall Avenue, London EC2V 5DD. SCB's reference number is ZC18.

The Group to which SCB belongs is an international banking and financial services group particularly focused on the markets of Asia, Africa and the Middle East. The Group has a network of around 1,750 branches and outlets in over 70 countries and territories and approximately 75,000 employees.

The Group, through SCB and its subsidiaries, operates two business divisions: Consumer Banking and Wholesale Banking.

Business Divisions

Consumer Banking

Consumer Banking provides innovative products and services to over 14 million customers, including individuals and small and medium enterprises in Asia, Africa and the Middle East. In 2007, Consumer Banking launched The Standard Chartered Private Bank to serve the growing demand for more specialised products and services tailored for high net worth individuals in SCB's markets. Consumer Banking is focused on continuously improving the overall experience of its customers.

Wholesale Banking

Wholesale Banking provides a wide range of solutions to help corporate and institutional clients facilitate trade and finance across some of the fastest growing markets and trade corridors in today's global economy. Its focus is on building a client-driven business, being the leading international bank of choice in Asia, Africa and the Middle East and leveraging its in-depth local knowledge and extensive cross-border network.

Geographic Markets

The Group's network covers Asia Pacific, the Middle East, South Asia, Africa, the Americas, the United Kingdom and Europe.

Hong Kong

For the six months ended 30 June 2008, Hong Kong-based activities contributed US\$1,219 million operating income and US\$656 million profit before tax to the Group. For the year ended 31 December 2007, Hong Kong-based activities contributed US\$2,068 million operating income and US\$1,193 million profit before tax to the Group.

Singapore, Malaysia and Other Asia Pacific Regions

For the six months ended 30 June 2008, Singapore, Malaysia and other Asia Pacific business contributed US\$2,179 million operating income and US\$822 million profit before tax to the Group. For the year ended 31 December 2007, Singapore, Malaysia and other Asia Pacific business contributed US\$3,452 million operating income and US\$1,254 million profit before tax to the Group.

Singapore is one of the Group's top five markets by profit before tax and SCB was among the first four foreign banks in Singapore to be awarded a Qualifying Full Bank (QFB) licence in October 1999.

The Group continues to be well positioned in a range of fast-expanding markets in the Asia Pacific region. In China in the first six months of 2008, the Group expanded the network to 43 outlets and opened further branches in the second half of the year. Operating income in China increased 24 per cent. to US\$306 million in the first six months of 2008 compared to the first six months of 2007. The acquisition of Hsinchu International Bank in 2006

(subsequently renamed Standard Chartered Bank (Taiwan) Limited) made the Group the largest international bank in Taiwan. In Indonesia, SCB increased its stake in PT Bank Permata in 2006, reinforcing its position as the country's largest international bank.

Korea

The Group acquired Korea First Bank, a major banking group in the Republic of Korea (South Korea) in April 2005 and completed the rebranding as SC First Bank in September 2005. In November 2005, SCB's branch business in South Korea was integrated with SC First Bank.

For the six months ended 30 June 2008, Korea contributed operating income of US\$867 million and profit before tax of US\$209 million to the Group. For the year ended 31 December 2007, Korea contributed operating income of US\$1,564 million and profit before tax of US\$324 million to the Group.

India

In India (including Nepal), the Group operates the country's largest international bank in terms of branches and had 90 branches and over 18,000 employees (including the global shared service centre in Chennai) as at 30 June 2008.

For the six months ended 30 June 2008, India contributed operating income of US\$975 million and profit before tax of US\$606 million to the Group, making it the Group's second largest contributor of income and profits after Hong Kong. For the year ended 31 December 2007, India contributed operating income of US\$1,308 million and profit before tax of US\$690 million to the Group.

Middle East and other South Asia

For the six months ended 30 June 2008, Middle East and other South Asia contributed operating income of US\$888 million and profit before tax of US\$386 million to the Group. For the year ended 31 December 2007, Middle East and other South Asia contributed operating income of US\$1,428 million and profit before tax of US\$591 million to the Group.

In the United Arab Emirates, the Group operates a larger branch network than any other international bank.

Standard Chartered Bank (Pakistan) Limited is the largest and fastest growing international bank in Pakistan; it is now the fifth largest bank in terms of total revenue.

Africa

The Group offers Consumer Banking and Wholesale Banking services in Africa. Its core African markets are Botswana, Ghana, Kenya, Nigeria, Zambia, Tanzania and Uganda.

For the six months ended 30 June 2008, Africa contributed operating income of US\$434 million and profit before tax of US\$157 million to the Group. For the year ended 31 December 2007, Africa contributed operating income of US\$795 million and profit before tax of US\$298 million to the Group.

Americas, United Kingdom and Europe

The Group's principal activities in the Americas, the United Kingdom and Europe are focused on serving clients with needs in Asia, Africa and the Middle East, offering specialised products to multinational organisations. In New York, the Group is one of the leading clearers of US dollar payments. The Group's Head Office in London provides governance and regulatory standards across the Standard Chartered network.

For the six months ended 30 June 2008, the Group's operations in the Americas, the United Kingdom and Europe contributed operating income of US\$425 million and a loss before tax of US\$250 million to the Group. For the year ended 31 December 2007, the Group's operations in the Americas, the United Kingdom and Europe contributed operating income of US\$452 million and a loss before tax of US\$315 million to the Group.

Subsidiaries

As at 30 June 2008, SCB's principal subsidiaries comprised SCBHK, SC First Bank, Standard Chartered Bank Malaysia Berhad, Standard Chartered Bank (Thai) Public Company Limited, Standard Chartered Bank (China) Limited, Standard Chartered Bank (Taiwan) Limited,

Standard Chartered Bank (Pakistan) Limited, Standard Chartered Capital Management (Jersey) LLC, Standard Chartered Receivables (UK) Limited, Standard Chartered Financial Investments Limited and Standard Chartered Debt Trading Limited.

All the above are directly or indirectly wholly owned subsidiaries of SCB, except Standard Chartered Bank (Thai) Public Company Limited, which is 99.97 per cent. owned by SCB and Standard Chartered Bank (Pakistan) Limited, which is 99 per cent. owned by SCB.

Recent Developments

As announced on 7 October 2008, Standard Chartered Bank (Taiwan) Limited has been named as the preferred bidder in a government auction to acquire the "good bank" portion of Asia Trust and Investment Corporation ("Asia Trust") in Taiwan. Transaction documents were signed on 13 October 2008 and completion is expected on 27 December 2008. Asia Trust provides a variety of lending and credit card services to both retail and corporate customers through its seven branches, including two in Greater Taipei. Under the terms of the transaction, Standard Chartered Bank (Taiwan) Limited will be able to relocate up to seven additional branches to Taipei, giving it the opportunity to expand its scale and reach in the Greater Taipei region.

SCPLC released two announcements on 8 and 13 October in respect of the UK government's banking sector scheme. SCPLC released its interim management statement for the third quarter of 2008 on 28 October 2008. The announcements and the interim management statement are incorporated by reference into the Prospectus.

Directors

The directors of SCB and their respective principal outside activities, where significant to SCB, are as follows:

P A Sands *Chairman, and Group Chief Executive Director of SCPLC¹*

J S Bindra *Director, and CEO, Asia²*

G R Bullock *Director, Middle East, Africa, Europe and the Americas and Group Executive Director of SCPLC¹*

Non-Executive Director of Fleming Family & Partners Limited and Spirax-Sarco Engineering plc

S P Bertamini *Director and Group Executive Director, Consumer Banking of SCPLC¹*

Director of the MasterCard Asia/Pacific Regional Advisory Board

R H Meddings *Director, and Group Finance Director of SCPLC¹*

Non-Executive Director of 3i Group plc

T J Miller *Director, People, Property and Assurance¹*

Non-Executive Director of Michael Page International

A M G Rees *Director, and CEO Wholesale Bank¹*

Notes:

1. The business address should be regarded for the purposes of this document as:
1 Basinghall Avenue
London EC2V 5DD
United Kingdom
2. The business address should be regarded for the purposes of this document as:
6 Battery Road, #08-00
Singapore 049909

There are no existing or potential conflicts of interest between any duties of the directors named above owed to SCB and/or their private interests and other duties.

CAPITALISATION AND INDEBTEDNESS OF STANDARD CHARTERED BANK

The following table sets out the unaudited consolidated capitalisation and indebtedness of SCB as at 30 June 2008 prepared in accordance with IFRS.

	30 June 2008 U.S.\$million
Authorised share capital	
Ordinary shares of U.S.\$1.00 each.....	10,000
Non-cumulative preference shares of U.S.\$5.00 each.....	5
Non-cumulative preference shares of TWD 24.50 each.....	40
Total authorised share capital	10,045
Shareholders' equity	
Allotted, called-up and fully paid share capital	
Ordinary shares.....	8,746
Preference shares.....	—
Share premium.....	1,796
Wierger reserve.....	—
Reserves and retained earnings	4,514
Total shareholders' equity	15,056
Subordinated loan capital⁽²⁾	
U.S.\$400 million Primary Capital Floating Rate Notes ⁽¹⁾	400
U.S.\$300 million Primary Capital Floating Rate Notes (Series 2) ⁽¹⁾	300
U.S.\$400 million Primary Capital Floating Rate Notes (Series 3) ⁽¹⁾	400
U.S.\$200 million Primary Capital Floating Rate Notes (Series 4) ⁽¹⁾	200
£150 million Primary Capital Floating Rate Notes ⁽¹⁾	299
£30 million Floating Rate Notes due 2009 ⁽¹⁾	60
£300 million 6.75 per cent. Notes due 2009.....	530
€600 million 5.375 per cent. Notes due 2009.....	842
U.S.\$700 million 8.0 per cent. Subordinated Notes due 2031.....	760
€500 million 8.16 per cent. Non-cumulative Trust Preferred Securities (callable 2010) ⁽⁶⁾	780
€600 million 8.103 per cent. Step-up Callable Perpetual Trust Preferred Securities (callable 2016) ⁽⁷⁾	1,295
£200 million 7.75 per cent. Step-up Notes (callable 2022).....	433
€750 million 3.625 per cent. (Floating rate from 2012) Subordinated Notes due 2017.....	1,112
U.S.\$500 million Floating Rate Notes due 2015 ⁽¹⁾	499
U.S.\$500 million Floating Rate Notes due 2016 ⁽¹⁾	499
€675 million Floating Rate Step-up Notes due 2018 ⁽¹⁾	1,066
U.S.\$100 million Floating Rate Step-up Notes due 2018 ⁽¹⁾	100
€675 million 5.375 per cent. Undated Step-up Subordinated Notes (callable 2020).....	1,223
£300m 6 per cent Fixed Rate Notes due 2018.....	589
EUR1,100 million 5.875 per cent. Subordinated Debt due 2017.....	1,622
U.S.\$1billion 6.4 per cent. Subordinated Debt due 2017.....	1,044
£700m 7.75 per cent. Subordinated Debt due 2018.....	1,305
JPY 10 billion 3.35 per cent. Subordinated Debt due April 2023.....	91
SGD 450 million Subordinated Debt due 10 April 2023.....	301
Total subordinated loan capital	15,750
Other borrowings	
U.S.\$675 million 8.125 per cent. redeemable preference shares.....	664
Total other borrowings	664
Total capitalisation and indebtedness	31,470

1. These notes bear interest at rates fixed periodically based on London interbank rates.
2. All subordinated loan capital described above is unsecured, unguaranteed and subordinated to the claims of other creditors including, without limitation, customer deposits and deposit by banks.
3. Liabilities denominated in foreign currencies are translated into U.S. dollars at market exchange rates prevailing at 30 June 2008. The exchange rates used were £1.00 = U.S.\$1.99; U.S.\$1.00 = HK\$7.7979; U.S.\$1.00 = BWP 6.5195; U.S.\$1.00 = KRW1045.9643; U.S.\$1.00 = €0.6354.
4. Contingent liabilities amounted to U.S.\$30 billion as at 30 June 2008, of which U.S.\$19 billion related to guarantees and irrevocable letters of credit.
5. The total amount of all other borrowings and indebtedness as at 30 June 2008 was U.S.\$119 billion, comprising deposits by banks U.S.\$21 billion, customer accounts U.S.\$85 billion and other debt securities in issue such as certificates of deposit U.S.\$13 billion.
6. SCB has agreed that it will pay in full on a subordinated basis to the holders of the €500 million 8.16 per cent. non-cumulative partnership preferred securities issued by Standard Chartered Capital 1 L.P. (the "Partnership") definitive dividends and amounts payable on redemption and liquidation to the extent that such amounts are not paid by the Partnership.
7. These securities are redeemable at the option of SCB on or after 11 May 2016 on any interest payment date.
8. List of debt issued since 1 January 2008:
 - a) On 2 April 2008, SCB issued GBP 500 million 7.75% Subordinated Notes due 2018.
 - b) On 10 April 2008, SCB issued SGD 200 million 5.25% Subordinated Notes due 2023 callable 2018.
 - c) On 18 April 2008, SCB issued GBP 200 million 7.75% Subordinated Notes due 2018.
 - d) On 18 April 2008, SCB issued EUR 400 million 5.875% Subordinated Notes due 2018.
 - e) On 18 April 2008, SCB issued SGD 250 million 5.25% Subordinated Notes due 2023 callable 2018.
 - f) On 18 April 2008, SCB issued JPY 10 billion 3.35% Subordinated Notes due 2023 callable 2018.

Note:

Save as disclosed in this document, there has been no material change in the authorised and issued share capital and no material change in total capitalisation and indebtedness and contingent liabilities (including guarantees) of SCB as set out in the above table since 30 June 2008.

STANDARD CHARTERED BANK (HONG KONG) LIMITED

Introduction

SCBHK was incorporated in Hong Kong with limited liability on 12 December 2003 under the Companies Ordinance (Cap. 32) of Hong Kong as a non-private company (registered number 875305). With effect from 1 July 2004, the businesses of the Hong Kong branch of SCB, Manhattan Card Company Limited, Standard Chartered Finance Limited, Standard Chartered International Trade Products Limited and Chartered Capital Corporation Limited were merged into SCBHK principally by a private ordinance in Hong Kong.

SCBHK is a wholly-owned subsidiary of SCPLC and it is headquartered at 32nd Floor, 4-4A Des Voeux Road Central in Hong Kong.

SCBHK is a licensed bank in Hong Kong. It has a network of 78 branch outlets in Hong Kong with over 5,500 employees (as of September 2008). SCBHK operates two business divisions: Consumer Banking and Wholesale Banking. The main businesses and activities of SCBHK are described below.

Consumer Banking

SCBHK provides a broad range of consumer banking services to different segments – from Private Banking, Priority Banking, Excel Banking to small and medium sized businesses operating in Hong Kong. The products and services provided include bank accounts, credit cards, personal loans, mortgages, foreign exchange, deposits and wealth management products.

SCBHK is a major market player in credit cards and is one of the leading card issuers in Hong Kong, focusing on differentiated customer propositions.

SCBHK also maintains a solid market leading position in mortgage, focusing on product innovation, customer services and profitability.

Wholesale Banking

SCBHK's Wholesale Banking business provides solutions on transaction banking, corporate finance, principal finance and financial markets.

Transaction Banking solutions include cash management, trade finance, securities services and a fully integrated end-to-end electronic platform "Straight2Bank" which is provided to streamline workflow processes.

Corporate Finance offers a comprehensive range of services including Corporate Advisory, Project & Export Finance, Structured Trade Finance and Structured Finance.

Principal Finance creates value through its investments and these investments are primarily targeted at four asset classes: corporate private equity, real estate, infrastructure and alternative investments.

Financial Markets solutions include FX, rates, credits, commodities, equities, fixed income trading and sales, capital markets, structured products and regional markets and asset and liability management. Customers include global corporates, financial institutions and local corporates in Hong Kong. SCBHK leverages on SCB's network to provide banking services to customers in Hong Kong, including those with business operations in the Pearl River Delta.

Directors

The directors of SCBHK and their principal outside activities, where significant to SCBHK, are as follows:

Sir C K Chow *Chairman and Independent Non-Executive Director*¹
Chief Executive Officer of MTR Corporation Limited

B P C Hung *Executive Director and Chief Executive Officer*¹

J L C Fong *Executive Director and Chief Financial Officer*¹
Chairman of PrimeCredit Limited

J S Bindra *Non-Executive Director and Director of SCB*¹
Chairman of Standard Chartered Bank (China) Limited

S P Bertamini *Non-Executive Director and Group Executive Director of SCPLC*²

N R Sallnow-Smith *Non-Executive Director*¹
Chairman of The Link Management Limited

O L Zoutendijk *Non-Executive Director*¹

R P L Kwok *Independent Non-Executive Director*¹
Vice Chairman and Managing Director of Sun Hung Kai Properties Ltd

N Lyle *Independent Non-Executive Director*¹

M X Z Ma *Independent Non-Executive Director*¹
Partner and Managing Director of TPG Capital Limited

A W K Chan *Independent Non-Executive Director*¹
Managing Director of The Hong Kong and China Gas Company Limited

Notes:

1. The business address should be regarded for the purposes of this document as:
32nd Floor
4-4A Des Voeux Road Central
Hong Kong
2. The business address should be regarded for the purposes of this document as:
51 Bras Basah Road,
Plaza by the Park, #09-00
Singapore 189554

There are no existing or potential conflicts of interest between any duties of the directors named above owed to SCBHK and/or their private interests and other duties.

CAPITALISATION AND INDEBTEDNESS OF STANDARD CHARTERED BANK (HONG KONG) LIMITED

The following table sets out the unaudited consolidated capitalisation and indebtedness of SCBHK as at 30 June 2008.

	30 June 2008 (HK\$m)
Authorised share capital	
Ordinary A shares of HK\$0.05 each	39
Ordinary B shares of HK\$0.05 each	62
Non-cumulative preference shares of HK\$1.00 each	3,800
	3,901
Shareholders' equity	
Allotted, called up and fully paid share capital	
Ordinary shares	97
Reserves	31,977
	32,074
Subordinated loan capital	
Floating rate step-up notes due 2014	591
3.5 per cent. fixed/floating rate step-up notes due 2014	495
4.375 per cent. fixed/floating rate step-up notes due 2014	2,755
Floating rate step-up notes due 2017	2,343
	6,184
Total capitalisation and indebtedness	38,258

Note:

Save as disclosed in this document, there has been no material change in the authorised and issued share capital and no material change in total capitalisation and indebtedness of SCBHK, as set out in the above table, since 30 June 2008.

STANDARD CHARTERED FIRST BANK KOREA LIMITED

SC First Bank is engaged in the banking and trust business according to the provisions of the General Banking Act and the Trust Business Act in the Republic of Korea.

In April 2005, SCB acquired the entire share capital of Korea First Bank for a total of approximately KRW3.4 trillion (equivalent of U.S.\$3.3 billion).

SC First Bank's issued share capital comprises ordinary shares, all of which are owned by Standard Chartered NEA Limited (a company incorporated in England and Wales), a 100 per cent. subsidiary of SCB.

SC First Bank is headquartered at 100 Kongpyung-dong, Chongro-gu, Seoul, 110-702 in Korea, telephone number +82 2 3702 3114.

Total assets of SC First Bank as of 30 June 2008 were KRW65.7 trillion (equivalent of U.S.\$63.0 billion). Through its nationwide network of 367 branches, SC First Bank offers a full line of financial services to 3.8 million customers in Korea. SC First Bank operates two business divisions: Consumer Banking and Wholesale Banking. The main businesses and activities of SC First Bank are described below.

Consumer Banking

SC First Bank provides a broad range of consumer banking services to individual customers as well as small and medium enterprises in Korea. The products and services provided include credit cards, personal loans, mortgages, foreign exchange, deposits and wealth management products.

Since its acquisition by SCB, SC First Bank has launched a number of new products and services to customers.

SC First Bank's mortgage portfolio was approximately KRW16.5 trillion (equivalent of U.S.\$15.8 billion) as at 30 June 2008.

Wholesale Banking

SC First Bank's Wholesale Banking business comprises Origination & Client Coverage and global markets. The customer base includes global corporates, financial institutions and local corporates in Korea. SC First Bank leverages on SCB's network to provide banking services to customers in Korea.

Wholesale Banking services include loan syndication, structured finance, asset backed securitisation, foreign exchange and treasury services, custody and cash management services, trade finance and lending services.

Recent Developments

On 16 October 2007, it was announced that SC First Bank had entered into an agreement to acquire 80 per cent. of A Brain Co., Ltd. ("ABL"), a Korean fund administration company. As part of the transaction, SC First Bank and ABL entered into a put and call option under which ABL could sell, and SC First Bank could buy, the remaining 20 per cent. from January 2008.

ABL is one of the top fund administration companies in Korea, focusing exclusively on fund accounting services. Its clients include many of the leading international and domestic asset management companies and institutions in Korea. The management and employees of ABL are highly respected in the industry and bring with them a wealth of experience and a strong client base. SC First Bank purchased the remaining 20 per cent. of ABL's shares on 25 January 2008. The Bank changed the name of the company from ABL to Standard Chartered First Fund Services Korea Limited on 24 March 2008.

On 16 June 2008, the Bank established Standard Chartered Securities Korea Ltd. ("SCSK"), a wholly owned subsidiary, to perform its securities business. The initial capital of KRW50 billion for SCSK was contributed on 21 May 2008. The Bank contributed additional capital of KRW250 billion on 5 July 2008, and SCSK obtained a licence for its securities business from the Financial Supervisory Commission on 25 July 2008. The Bank believes that setting up SCSK represents the quickest route to pursue its long term vision to become one of the leading capital markets players in Korea.

Due to the recent rise in foreign exchange rates in 2008, many small and medium enterprises (SMEs) which transacted Knock-In Knock-Out (KIKO) FX options products with SC First Bank suffered loss. On 18 August 2008, one of SC First Bank's SME clients, S&T Motors, filed a

lawsuit against SC First Bank seeking damages in an amount of KRW 4.8 billion incurred from KIKO products sold in May 2007 with SC First Bank. In addition, other SME clients which entered into KIKO transactions with SC First Bank announced that they would file a collective action against SC First Bank in early November 2008.

Note:

The financial information set out in this section has been prepared in accordance with accounting principles generally accepted in the Republic of Korea.

Directors

The directors of SC First Bank and their principal outside activities, where significant to SC First Bank, are as follows:

T J Miller *Chairman and Non-Executive Director*¹
Director, People, Property and Assurance of SCB

D Edwards *Representative Director and Chief Executive Officer*²

Dr. K S Oh *Vice Chairman and Independent Non-Executive Director*²

E M Williams *Non-Executive Director*³
Deputy Group Chief Risk Officer

Y J Ko *Standing Member of Audit Committee*²

S J Oh *Independent Non-Executive Director*⁴
Independent Non-Executive Director of SK Corporation

S H Lee *Independent Non-Executive Director*⁵
Chief Executive Officer, Samsung Tesco. Co Ltd.

N H Park *Independent Non-Executive Director*⁶
Senior Adviser to Boston Consulting Group

S Glass *Non-Executive Director*¹

T Harris *Non-Executive Director*¹
Group Adviser

Notes:

1. The business address should be regarded for the purpose of this document as:
1 Basinghall Avenue
London EC2V 5DD
United Kingdom
2. The business address should be regarded for the purpose of this document as:
100 Kongpyung-dong
Chongro-gu
Seoul 110-702
Korea
3. The business address should be regarded for the purpose of this document as:
32nd Floor
4-4A Des Voeux Road
Central, Hong Kong
4. The business address should be regarded for the purpose of this document as:
SK Corporation 25th floor
99 Seorin-dong
Chongro-gu
Seoul 135-270
Korea
5. The business address should be regarded for the purpose of this document as:
Samsung Tesco
701-2 Yeoksam-dong
Kangnam-ku
Seoul 135-080
Korea
6. The business address should be regarded for the purpose of this document as:
Jaiboon Building a801,
118 Namdaemunro 5 ga,
Jung-gu,
Seoul 100-801,
Korea

STANDARD CHARTERED FIRST BANK KOREA LIMITED FINANCIAL INFORMATION

Set out on pages 80 to 84 of this document are the non-consolidated balance sheets, non-consolidated statements of income, appropriation of retained earnings and cash flows extracted without material adjustment from the English translation of the audited annual non-consolidated financial statements for SC First Bank as at and for the years ended 31 December 2007 and 2006 respectively and prepared in accordance with accounting principles generally accepted in the Republic of Korea.

The full audited non-consolidated financial statements (including the notes) of SC First Bank are available on the website of SC First Bank (www.scfirstbank.com).

SC FIRST BANK NON-CONSOLIDATED BALANCE SHEETS
31 December 2007 and 2006
(In millions of Korean Won)

	<u>2007</u>	<u>2006</u>
Assets		
Cash and due from banks	3,436,620	3,862,217
Securities	8,979,382	12,409,802
Loans.....	34,443,293	35,656,273
Allowance for loan losses.....	(592,938)	(615,836)
Net deferred fees and expenses	29,350	32,897
	<u>33,879,705</u>	<u>35,073,334</u>
Tangible assets	1,076,659	1,104,879
Deferred income tax assets	78,975	19,587
Derivative financial assets	3,544,328	1,686,382
Other assets.....	1,976,608	2,669,621
	<u>52,972,277</u>	<u>56,825,822</u>
Liabilities and Shareholder's Equity		
Liabilities:		
Deposits.....	27,898,986	35,676,795
Borrowings.....	5,737,195	5,589,059
Financial debentures	9,149,623	7,179,668
Retirement and severance benefits.....	38,100	34,918
Derivative financial liabilities.....	3,718,810	1,841,396
Other liabilities	3,525,289	3,859,427
Total liabilities	<u>50,068,003</u>	<u>54,181,263</u>
Shareholder's equity:		
Common stock	1,236,604	1,236,604
Capital surplus	457,960	457,960
Accumulated other comprehensive income	(13,039)	7,224
Retained earnings:		
Legal reserves.....	99,141	83,141
Voluntary reserve for recapitalization	46,000	30,000
Voluntary reserve	39,000	18,000
Other reserves.....	14,926	14,926
Unappropriated retained earnings.....	1,023,682	796,704
Total retained earnings.....	<u>1,222,749</u>	<u>942,771</u>
Total shareholder's equity	<u>2,904,274</u>	<u>2,644,559</u>
	<u>52,972,277</u>	<u>56,825,822</u>

SC FIRST BANK NON-CONSOLIDATED STATEMENTS OF INCOME
Years ended 31 December 2007 and 2006
(In millions of Korean Won, except earnings per share)

	2007	2006
Interest income:		
Loans	2,642,823	2,490,210
Securities	511,604	565,513
Due from banks	124,173	64,994
Others	8,528	5,032
	<u>3,287,128</u>	<u>3,125,749</u>
Interest expense:		
Deposits	1,180,758	1,305,782
Borrowings	395,410	234,543
Financial debentures	464,799	433,632
Others	35,162	30,647
	<u>2,076,129</u>	<u>2,004,604</u>
Net interest revenue	<u>1,210,999</u>	<u>1,121,145</u>
Fees, commissions, other revenue (expense), net:		
Operation fees	166,424	124,322
Foreign exchange and derivatives	86,267	98,749
Trust accounts	8,237	10,711
Guarantee fees	7,319	(1,788)
Card fees	(28,396)	(29,041)
Loss on redemption of financial debentures	—	(12,011)
Loss on sale of loans	(43,216)	(41,875)
Gain (loss) on trading and revaluation of securities	(21,412)	5,656
Others	(400)	(25,834)
	<u>174,823</u>	<u>128,889</u>
Contribution to credit guarantee fund	(32,183)	(28,126)
Deposit insurance expenses	(36,130)	(41,294)
Total revenue	<u>1,317,509</u>	<u>1,180,614</u>
General and administration expenses:		
Staff cost	556,319	471,595
Administration expenses	243,867	220,735
Depreciation and amortization	70,524	79,396
	<u>870,710</u>	<u>771,726</u>
Operating margin	446,799	408,888
Provision for loan losses	75,912	200,951
Operating income	370,887	207,937
Non-operating revenues	31,786	26,312
Non-operating expenses	(30,921)	(14,384)
Income before taxes	371,752	219,865
Income tax expenses	91,774	65,288
Net income	<u>279,978</u>	<u>154,577</u>
Net earnings per share (Korean Won in units)	<u>1,132</u>	<u>658</u>

**SC FIRST BANK NON-CONSOLIDATED STATEMENTS OF APPROPRIATION OF
RETAINED EARNINGS**

Years ended 31 December 2007 and 2006

Date of Appropriation for 2007: 29 March 2008

Date of Appropriation for 2006: 30 March 2007

(In millions of Korean Won)

	<u>2007</u>	<u>2006</u>
Unappropriated retained earnings		
Balance at beginning of year	743,704	642,127
Net income	279,978	154,577
	<u>1,023,682</u>	<u>796,704</u>
Balance at end of year before appropriation		
Transfer from voluntary reserves		
Other reserves	14,926	—
	<u>1,038,608</u>	<u>796,704</u>
Appropriation of retained earnings		
Legal reserves	28,000	16,000
Voluntary reserves for recapitalization.....	28,000	16,000
Voluntary reserves.....	18,000	21,000
	<u>74,000</u>	<u>53,000</u>
Unappropriated retained earnings to be carried over to subsequent year.....	<u><u>964,608</u></u>	<u><u>743,704</u></u>

SC FIRST BANK NON-CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended 31 December 2007 and 2006
(In millions of Korean Won)

	2007	2006
Cash flows from operating activities:		
Net income	279,978	154,577
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for loan losses	75,912	200,951
Depreciation and amortization	70,524	79,396
Provision for retirement and severance benefits	35,452	36,422
Loss on redemption of financial debentures	—	12,011
Interest expense	108,627	121,206
Interest income	(109,286)	(136,998)
Deferred income tax	(51,703)	4,130
Increase in derivatives, net	31,457	128,987
Decrease in taxes collected as agent	(3,215)	(56,866)
Increase in accrued expenses	9,712	69,919
Decrease (increase) in securities, net	3,520,418	(822,810)
Decrease in loans, net	1,110,325	2,191,963
Changes in operating assets and liabilities, net	(16,571)	(55,261)
Other	29,629	5,335
Net cash provided by operating activities	5,091,259	1,932,962
Cash flows from investing activities:		
Decrease in due from banks	215,215	147,076
Increase of equity securities investment stock	(10,520)	—
Acquisition of tangible and intangible assets	(50,038)	(43,953)
Disposition of tangible and intangible assets	31,206	294
Decrease (increase) in accounts receivable	436,044	(682,964)
Decrease in unsettled exchange credit	262,266	141,018
Other, net	(39,517)	8,962
Net cash provided by (used in) investing activities	844,656	(429,567)
Cash flows from financing activities:		
Decrease in deposits	(7,777,809)	(3,849,203)
Increase in borrowings	148,136	2,891,686
Proceeds from financial debentures	4,664,065	3,817,881
Repayment of financial debentures	(2,810,986)	(5,869,882)
Increase (decrease) of borrowings from trust account	(28,910)	2
Increase (decrease) in accounts payable	(390,346)	820,441
Increase (decrease) in domestic exchange obligation payable	(21,642)	134,193
Issuance in new shares	—	397,430
Other, net	71,195	131,099
Net cash used in financing activities	(6,146,297)	(1,526,353)
Net decrease in cash and cash equivalents	(210,382)	(22,958)
Cash and cash equivalents at beginning of year	1,241,385	1,264,343
Cash and cash equivalents at end of year	1,031,003	1,241,385

**CAPITALISATION AND INDEBTEDNESS OF
STANDARD CHARTERED FIRST BANK KOREA LIMITED**

The following table sets out the unaudited non-consolidated capitalisation and indebtedness of SC First Bank as at 30 June 2008:

	<u>30 June 2008</u>
	<i>(U.S.\$ million)</i>
Authorised share capital	
Ordinary shares of KRW5,000 each	262,608,618
Shareholders' equity	
Ordinary shares	1,258
Reserves ⁽¹⁾	2,023
Total	<u>3,281</u>
Subordinated loan notes	
7.267 per cent. fixed rate step-up due 2034 Hybrid Tier I Securities	300
6.250 per cent. fixed rate step-up due 2013 Lower Tier II Subordinated Notes ⁽²⁾ ...	92
Floating rate due 2011 Subordinated Term Borrowing ⁽³⁾	29
6.01 per cent. fixed rate due 2009 Subordinated Term Bond ⁽³⁾	189
6.11 per cent. fixed rate due 2011 Subordinated Term Bond ⁽³⁾	3
6.05 per cent. fixed rate due 2018 Subordinated Term Bond ⁽³⁾	86
6.08 per cent. fixed rate due 2018 Subordinated Term Bond ⁽³⁾	249
Total Capitalisation and Indebtedness	<u><u>4,229</u></u>

Notes:

1. Reserves : Capital Surplus + Retained Earnings
2. 6.250 per cent. fixed rate step-up due 2013 Lower Tier II Subordinated Notes (U.S.\$92 million) was redeemed on 2 October 2008 by call option exercise.
3. Liabilities denominated in Korean Won are translated into U.S. dollars at market exchange rates prevailing at 30 June 2008. The exchange rates used were U.S.\$1 = KRW1043.40.
4. Save as disclosed in this document, there has been no material change in the authorised and issued share capital and total capitalisation and indebtedness of SC First Bank as set out in the above table since 30 June 2008.

SELECTED FINANCIAL INFORMATION

The following table sets out summary financial information relating to the Group for the five financial years ended 31 December 2007. Except for the total capital resources, dividends per share, net asset value per share, ratios, capital ratios and where otherwise indicated, this information has been extracted without material adjustment from the Group's audited consolidated financial statements for the years ended 31 December 2007 and 31 December 2006 (including restated comparative figures for the year ended 31 December 2005), each prepared in accordance with International Financial Reporting Standards ("IFRS") and International Financial Reporting Interpretation Committee ("IFRIC") interpretations as adopted by the EU (together "adopted IFRS"). The summary financial information in the table below should be read in conjunction with such financial statements and the notes thereto.

The total capital resources, dividends per share, net asset values per share, ratios and capital ratios for the years ended 31 December 2007, 31 December 2006, 31 December 2005, 31 December 2004 (IFRS) and 31 December 2003 have been extracted from the unaudited "Supplementary Financial Information" section of the Group's annual report for the year ended 31 December 2007. The total capital resources, dividends per share, net asset value per share, ratios and capital ratios for the year ended 31 December 2004 (UK GAAP) have been extracted from the unaudited "Supplementary Financial Information" section of the Group's annual report for the year ended 31 December 2004.

There are certain differences between UK GAAP and adopted IFRS and, as a result, the UK GAAP financial information presented for the years ended 31 December 2004 and 2003 is not directly comparable to the adopted IFRS financial information presented for the years ended 31 December 2007, 31 December 2006 and 31 December 2005 (and the restated comparative figures for the year ended 31 December 2004). See note 55 to the Group's audited consolidated financial statements for the year ended 31 December 2005 (which is incorporated by reference into this document) for a description of certain differences between UK GAAP and adopted IFRS.

	Year ended 31 December					
	2007	2006	2005	2004	2004	2003
	<i>(U.S.\$million)</i>					
	IFRS				UK GAAP	
Operating profit before impairment losses and taxation	4,852	3,824	3,050	2,533	2,371	2,097
Impairment losses on loans and advances and other credit risk provisions.....	(761)	(629)	(319)	(214)	(214)	(536)
Other impairment	(57)	(15)	(50)	(68)	(1)	(11)
Profit before taxation.....	4,035	3,178	2,681	2,251	2,158	1,550
Profit attributable to parent company's shareholders	2,841	2,278	1,946	1,578	1,479	1,024
Loans and advances to banks	35,365	19,724	21,701	16,687	18,922	13,354
Loans and advances to customers.....	154,266	139,300	111,791	72,019	71,596	59,744
Total assets	329,205	266,102	215,096	147,124	141,688	120,202
Deposits by banks	25,880	26,233	18,834	15,162	15,813	10,924
Customer accounts.....	179,760	147,382	119,931	85,093	84,572	73,767
Total parent company shareholders' equity	20,851	16,853	11,882	9,105	8,435	7,529
Total capital resources ⁽¹⁾	37,192	30,096	22,682	16,837	16,123	14,110
Information per ordinary share						
Basic earnings per share (cents)	201.1¢	169.0¢	148.5¢	129.6¢	121.2¢	82.0¢
Normalised earnings per share (cents) ⁽²⁾	197.6¢	170.7¢	153.7¢	124.6¢	125.9¢	90.1¢
Dividends per share (cents)	79.35¢	71.04¢	64.0¢	57.5¢	57.5¢	52.0¢
Net asset value per share (cents)	1,374.2¢	1,208.5¢	897.3¢	719.0¢	658.3¢	588.0¢
Ratios						
Return on ordinary shareholders' equity normalised basis	15.6%	16.9%	18.0%	18.6%	20.1%	15.7%
Cost-income ratio – normalised basis	56.0%	55.2%	54.5%	54.0%	53.5%	53.6%
Capital ratios:						
Tier 1 capital#.....	9.8%	8.3%	7.7%	8.6%	8.6%	8.6%
Total capital#	16.7%	14.2%	13.6%	15.0%	15.0%	14.5%

(1) Shareholders' funds, minority interests and subordinated loan capital.

(2) Results on a normalised basis reflect the Group's results, excluding amortisation and impairment of intangible assets, profits and losses of a capital nature, and profits and losses on repurchase of share capital.

Unaudited.

The following table sets out summary financial information relating to the Group for the six months ended 30 June 2008, 30 June 2007 and 31 December 2007. Except where otherwise stated, this information has been extracted without material adjustment from the Group's unaudited interim report for the six months ended 30 June 2008 prepared in accordance with IAS 34 "Interim Financial Reporting" as adopted by the EU. The summary financial information in the table below should be read in conjunction with such interim report.

	6 months ended		
	30 June 2008	30 June 2007	31 December 2007
	(\$million)		
Results			
Operating income	6,987	5,263	5,804
Impairment losses on loans and advances	(465)	(361)	(400)
Profit before taxation.....	2,586	1,980	2,055
Profit attributable to equity interests	1,844	1,399	1,442
Profit attributable to ordinary shareholders ⁽¹⁾	1,785	1,370	1,443
Balance sheet			
Total assets	396,727	**297,486	**329,838
Total equity	20,905	19,581	21,452
Capital base	30,536	**†24,774	28,114
Information per ordinary share			
	Cents		
Earnings per share – normalised basis*	120.4	100.7	96.9
– basic.....	126.3	98.5	102.6
Dividend per share.....	25.67	23.12	56.23
Net asset value per share	1,325.7	1,250.7	1,374.2
Ratios			
	%		
Return on ordinary shareholders' equity – normalised basis*	17.8	16.7	14.8
Cost income ratio – normalised basis*	56.4	54.7	57.3
Capital ratios:			
Tier 1 capital	8.5	†9.7	8.8
Total capital	14.9	†15.6	15.2

* Results on a normalised basis reflect the results of the Group excluding certain items. See the interim report of the Group for further details.

** Restated (extracted without material adjustment from the unaudited interim report of the Group for the six months ended 30 June 2008).

† On a Basel I basis.

(1) Profit attributable to ordinary shareholders is after the deduction of dividends payable to the holders of the non-cumulative redeemable preference shares.

The following table sets out summary financial information relating to SCB for the financial years ended 31 December 2007 and 31 December 2006. This information has been extracted without material adjustment from SCB's audited consolidated financial statements for the year ended 31 December 2007 (including restated comparative figures for the year ended 31 December 2006), each prepared in accordance with adopted IFRS.

	Year ended 31 December	
	2007	2006
	<i>(U.S.\$million)</i>	
Operating profit before impairment losses and taxation	4,926	3,740
Impairment losses on loans and advances and other credit risk provisions	(761)	(629)
Other impairment	(57)	(15)
Profit before taxation	4,109	3,094
Profit attributable to parent company's shareholders	2,877	2,222
Loans and advances to banks.....	35,362	19,722
Loans and advances to customers.....	154,266	139,330
Total assets	331,092	269,003
Deposits by banks	25,880	26,233
Customer accounts.....	179,760	147,382
Total parent company shareholders' equity.....	<u>21,932</u>	<u>17,893</u>
Total capital resources	<u><u>37,902</u></u>	<u><u>30,767</u></u>

THE GROUP

Set out on pages 88 to 98 of this document is an extract of the Financial Review extracted without material adjustment from the unaudited 2008 Interim Report of the Group for the six months ended 30 June 2008, announced on 5 August 2008.

STANDARD CHARTERED PLC – FINANCIAL REVIEW

Group Summary

The Group has delivered a very strong performance for the six months ended 30 June 2008. Profit before taxation rose 31 per cent to US\$2,586 million, with operating income increasing 33 per cent to US\$6,987 million, when compared against the equivalent period in 2007.

The normalised cost income ratio was 56.4 per cent. compared to 54.7 per cent in the first half of 2007. Normalised earnings per share increased by 19.6 per cent to 120.4 cents.

On 18 September 2007, the Group announced the acquisition of American Express Bank Ltd. ('AEB') from American Express Company. The transaction was completed on 29 February 2008.

On 11 January 2008, the Group completed the acquisition of a 49 per cent joint venture interest in UTI Securities Limited ('UTI'), an equity brokerage firm in India.

On 11 January 2008, the Group announced the acquisition of a Korean mutual savings bank, Yeahreum Mutual Savings Bank ('Yeahreum'), which was completed on 25 February 2008.

References to underlying income, cost and profit of the Group exclude the post-acquisition impact of the AEB acquisition only. The impact of the acquisitions of Yeahreum, UTI, and those made in the previous year, namely Pembroke, Harrison Lovegrove and A Brain were not material to the Group's results.

Operating income and profit

	6 months ended 30 June 2008			6 months ended 30 June 2007	6 months ended 31 December 2007
	AEB US\$million	Underlying US\$million	As reported US\$million	As reported US\$million	As reported US\$million
Net interest income.....	103	3,607	3,710	2,952	3,313
Fees and commissions income, net.....	119	1,562	1,681	1,228	1,433
Net trading income.....	34	1,117	1,151	649	612
Other operating income.....	9	436	445	434	446
	162	3,115	3,277	2,311	2,491
Operating income.....	265	6,722	6,987	5,263	5,804
Operating expenses.....	(263)	(3,637)	(3,900)	(2,918)	(3,297)
Operating profit before impairment losses and taxation.....	2	3,085	3,087	2,345	2,507
Impairment losses on loans and advances and other credit risk provisions.....	(11)	(454)	(465)	(361)	(400)
Other impairment.....	(5)	(21)	(26)	(3)	(54)
(Loss)/profit from associates.....	—	(10)	(10)	(1)	2
(Loss)/profit before taxation.....	(14)	2,600	2,586	1,980	2,055

The Group's key markets in Asia continued to enjoy robust economic growth underpinned by resilient domestic demand, increased intra-regional trade flows and strong policy response from government and central banks. The African economies continued to leverage off Asian

economic growth and commodity demand, while the Middle East region continued to benefit from the high oil price and ample liquidity.

Operating income grew US\$1,724 million, or 33 per cent, to US\$6,987 million. On an underlying basis, operating income grew US\$1,459 million or 28 per cent, to \$6,722 million.

The key markets of the Group continued to perform very well, with strong income and profit contribution from most countries.

In Hong Kong, operating income grew US\$291 million, or 31 per cent higher, to US\$1,219 million. Operating profit was 28 per cent higher at US\$656 million, a record first half. Underlying operating income grew 28 per cent with a very significant increase in Wholesale Banking income across most products and good income growth in Consumer Banking despite compression in deposit and mortgage margins as interest rates fell, and lower unit trust sales affected by weak equity markets during the period.

In India, operating income increased US\$412 million, or 73 per cent, to US\$975 million and operating profit grew US\$286 million, or 89 per cent, to US\$606 million. This includes a US\$146 million gain from the sale of the Group's asset management business, which is not allocated to either business. Underlying income and profit grew 72 per cent and 90 per cent respectively with Wholesale Banking delivering an outstanding performance as underlying income grew 53 per cent, with broad based income growth from transaction banking, derivatives sales, corporate finance as well as from higher own account income.

In Singapore, operating income was up 62 per cent, to US\$646 million, with operating profit increasing 55 percent to US\$317 million. Underlying income and profit grew 54 per cent and 55 per cent respectively, with strong contributions from both businesses.

In Korea, continued progress was made to reposition the business. Operating income grew US\$66 million, or eight per cent, to US\$867 million while operating profit increased US\$14 million, or seven per cent, to US\$209 million. Strong income growth was achieved in Wholesale Banking, with underlying income growing 38 per cent, driven by increased derivatives and foreign exchange sales and own account trading. Underlying income in Consumer Banking was marginally lower at US\$605 million.

Income in Other Asia Pacific region grew US\$227 million, or 22 per cent, to US\$1,255 million. Operating profit for the region increased 26 per cent, to US\$353 million. Underlying income and profit grew 21 per cent and 28 per cent respectively. Income in China, which is included in Other APR, grew 24 per cent, to US\$306 million. There were, however, no private equity gains in the first half of 2008 and consequently operating profit in China fell 53 per cent to US\$57 million.

In the MESA region, income grew 32 per cent to US\$888 million, with underlying income up 31 per cent. Income in the UAE and Bahrain grew over 40 per cent. In contrast, income grew six per cent in Pakistan as risk appetite was reduced in the light of a weaker operating environment. Operating profit for the MESA region increased 34 per cent, to US\$386 million.

In Africa, operating income grew 27 per cent, to US\$434 million with over 40 per cent income growth achieved in Nigeria, Zambia and Uganda. Operating profit was 41 per cent higher, at US\$157 million.

Operating income in the Americas, UK & Europe was 34 per cent higher, at US\$425 million, driven in part of the inclusion of AEB for the first time and strong underlying performance from the Americas. Underlying income in the region overall, however, fell 26 per cent to US\$235 million as a result of losses incurred in asset backed securities in the UK. Operating loss for the period was US\$250 million compared with a US\$32 million loss in the first half of 2007.

Net interest income was up US\$758 million, or 26 per cent, to US\$3,710 million. Underlying net interest income grew 22 per cent. The increase in net interest income was predominantly due to higher volumes in transaction banking and cash management services, together with the growth in current and savings accounts balances. Income from Asset and Liability Management ('ALM') benefited from the positions held against a falling interest environment, offsetting the decline in net interest income as deposit margins compressed. Net interest margin was 2.5 per cent, in line with last year.

Non-interest income grew US\$966 million, or 42 per cent, to US\$3,277 million with underlying growth of 35 per cent.

Net fees and commissions income increased by US\$453 million, or 37 per cent, to US\$1,681 million. On an underlying basis, net fees and commissions income grew 27 per cent. Strong growth in fees from structured deposits, insurance and investment services more than offset a decline in fee income from lower unit trust sales due to weaker equity markets. Increased deal flows drove fee income in corporate finance and advisory, while trade finance, cash management and custody fee income increased due to higher transaction volumes.

Net trading income increased US\$502 million, or 77 per cent, to US\$1,151 million. On an underlying basis, net trading income grew 72 per cent. Client related income continued to contribute the vast majority of net trading income. Income from foreign exchange and derivatives trading activities grew significantly as a result of an expansion in product capabilities, improved electronic channel functionality and a continued focus on cross-selling, as well as improved own account trading performance. Income from securities trading was adversely affected by marked-to-market losses incurred in asset backed securities of US\$80 million. Also included in net trading income was US\$24 million gain (H1 2007: \$22 million loss) arising from the economic hedges of the securitised mortgage portfolios in Korea.

Other operating income increased US\$11 million, to US\$445 million. There were lower private equity gains realised during this period and a US\$49 million writedown on asset backed securities, offset by a US\$146 million gain from the sale of the Group's India asset management business. This gain has been treated as a corporate item and therefore not allocated to either business. Other operating income also included US\$47 million (H1 2007: US\$55 million) of recoveries in respect of assets that had been fair valued at acquisition.

Operating expenses increased US\$982 million, or 34 per cent, to US\$3,900 million. Expenses grew mainly due to the increase in staffing levels and higher performance related pay. Staff costs increased 37 per cent, or US\$701 million, to US\$2,585 million. Other investments were directed at expanding distribution capabilities, adding over 60 new branches and over 100 new ATMs, and enhancing internet and mobile banking capabilities as well as additional product capability. Expenditure was also incurred to upgrade and expand office premises and to strengthen regulatory compliance and control systems. In addition, expenses of US\$65 million were incurred relating to the integration of the AEB acquisition. On an underlying basis, operating expenses grew 25 per cent to US\$3,637 million.

Operating profit before impairment increased US\$742 million, or 32 per cent, to US\$3,087 million. The credit environment remained generally favourable during the period, notwithstanding the turbulent financial market conditions. Overall loan impairment charges increased by US\$104 million, or 29 per cent, to US\$465 million. On an underlying basis, loan impairment increased 26 per cent. Included in other impairment charges was US\$18 million relating to the writedown of a listed private equity investment.

Consumer Banking

The following tables provide an analysis of operating profit by geographic segment for Consumer Banking:

6 months ended 30 June 2008

Asia Pacific											
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Consumer Banking Total	Underlying
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating income.....	628	298	133	605	611	249	355	172	126	3,177	3,042
Operating expenses.....	(275)	(134)	(61)	(437)	(439)	(157)	(215)	(119)	(124)	(1,961)	(1,798)
Loan impairment.....	(30)	(2)	(22)	(81)	(145)	(43)	(76)	(7)	(6)	(412)	(401)
Other impairment.....	—	—	—	—	—	—	—	—	(2)	(2)	—
Operating profit.....	323	162	50	87	27	49	64	46	(6)	802	843

6 months ended 30 June 2007

Asia Pacific										
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Consumer Banking Total
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating income.....	545	206	129	607	564	184	352	140	45	2,772
Operating expenses.....	(232)	(88)	(54)	(444)	(360)	(115)	(189)	(103)	(27)	(1,612)
Loan impairment.....	(30)	(8)	(23)	(46)	(172)	(29)	(56)	(8)	—	(372)
Operating profit.....	283	110	52	117	32	40	107	29	18	788

6 months ended 31 December 2007

Asia Pacific										
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Consumer Banking Total
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating income.....	643	265	145	535	603	224	399	170	50	3,034
Operating expenses.....	(246)	(103)	(62)	(463)	(400)	(153)	(206)	(121)	(27)	(1,781)
Loan impairment.....	(23)	(7)	(18)	(50)	(136)	(48)	(73)	(9)	—	(364)
Operating profit.....	374	155	65	22	67	23	120	40	23	889

An analysis of Consumer Banking income by product is set out below:

	6 months ended		
	30 June 2008	30 June 2007	31 December 2007
	<i>(US\$million)</i>		
Operating income by product			
Cards, Personal Loans and Unsecured Lending.....	1,089	967	1,122
Wealth Management and Deposits	1,500	1,222	1,399
Mortgages and Auto Finance	515	473	433
Other	73	110	80
Total operating income.....	3,177	2,772	3,034

Consumer Banking achieved steady income growth in challenging market conditions as falling interest rates adversely affected deposit margins, while weaker equity markets affected unit trust sales. Operating profit for the period was US\$802 million. Underlying operating profit grew seven per cent, to US\$843 million.

Operating income increased by US\$405 million, or 15 per cent, to US\$3,177 million, driven by non-interest income which grew US\$273 million, or 36 per cent, to US\$1,030 million. Net interest income grew US\$119 million, or six per cent to US\$2,178 million despite being adversely affected by the narrowing deposit margins as interest rates fell across most of our markets. Underlying income was up US\$270 million, or 10 per cent, to US\$3,042 million.

Operating expenses grew US\$349 million, or 22 per cent, to US\$1,961 million. Underlying expenses were up US\$186 million, or 12 per cent, to US\$1,798 million. Investments were made to increase the sales force, improve and extend branch distribution, enhance electronic channels such as internet and mobile banking, and in the Private Bank.

Loan impairment increased 11 per cent, or US\$40 million, to US\$412 million. On an underlying basis, loan impairment increased eight per cent. Loan impairment as a percentage of average assets remained stable. Strong credit portfolio quality in Singapore and Hong Kong, coupled with the corrective actions taken in Thailand and Taiwan, improved loan impairment ratios. However, higher delinquency in the consumer finance and unsecured loans business resulted in higher impairment charges in India whilst the credit environment in Pakistan remained challenging. In Korea, loan impairment increased due to the ageing of the Small and Medium Enterprise ('SME') lending portfolio.

In Hong Kong, income grew 15 per cent, to US\$628 million. Operating profit was up 14 per cent to US\$323 million. Fee income grew significantly, driven by higher sales of insurance products, structured notes and premium deposits offset, in part, by lower unit trust sales commission. Net interest income was marginally lower, with higher current and savings accounts balances compensating for the reduction in deposit margins as interest rates fell. Margins on mortgages declined, primarily due to the reduction in Prime-Hibor spreads, in a highly competitive environment. Operating expenses increased 19 per cent to US\$275 million, with continued investments in expanding the branch network, increasing the sales force and improving systems capabilities.

In Singapore, income was up 45 per cent, to US\$298 million. Net interest income growth was driven by higher mortgage sales and average deposit balances compensating for a decline in deposit margins. Income also grew in credit cards and personal loans and the SME segment. Fee income growth was driven by structured deposit products and foreign exchange services, compensating for lower income from unit trust sales. Expenses grew US\$46 million, or 52 per cent, to US\$134 million. Operating profit increased 47 per cent to US\$162 million.

In Malaysia, income increased three per cent to US\$133 million. Mortgage income declined as a result of competitive pressures affecting volume growth and slower unit trust sales. Operating expenses increased 13 per cent, to US\$61 million due to higher staff, premises and system costs. Operating profit was US\$2 million lower at US\$50 million.

In Korea, operating income was US\$2 million lower at US\$605 million. Mortgage income was relatively unchanged. Income from insurance and funds sales offset lower interest income from lower deposit volumes. Included in operating income is a release of US\$12 million (H1 2007: US\$42 million) fair value provisions and a gain of US\$12 million (H1 2007: US\$14 million loss) arising from the economic hedges of the securitised mortgage portfolios. Expenses fell US\$7 million, to US\$437 million, due to phasing of investment programmes and tight cost control. Loan impairment was US\$35 million higher at US\$81 million, reflecting a focus on higher margin unsecured SME lending and consistent with the ageing of the portfolio. Operating profit fell 26 per cent, to US\$87 million.

In Other Asia Pacific, income grew eight per cent, to US\$611 million, which included a release of US\$21 million fair value provisions relating to Taiwan. Expenses grew 22 per cent, to US\$439 million, principally due to the continued investments in China. Loan impairment for the region was US\$27 million lower, at US\$145 million, due to lower impairment in Taiwan and Thailand. Operating profit for the period was US\$5 million lower at US\$27 million.

In China, which is included in Other Asia Pacific, income grew 60 per cent, to US\$77 million with net interest income growth driven by increased volumes in structured deposits and lending. Continued investments were made in opening new outlets and branches, ATM and technology infrastructure, and to increase sales, marketing and support staff. This high level of investment expenditure resulted in an operating loss for the period of US\$46 million compared with US\$4 million loss in the first half of 2007.

In India, income increased 35 per cent to US\$249 million, while operating expenses increased 37 per cent, to US\$157 million. Higher average balances on current and savings accounts contributed to an increase in overall net interest income. Investment in staff and premises increased expenses. Loan impairment increased US\$14 million, due to higher delinquencies in the consumer finance business. Operating profit increased US\$9 million, to US\$49 million.

Operating income in the MESA region increased US\$3 million to US\$355 million. Income growth in the period was adversely affected by falling deposit margins in line with the declining interest rates in the region, as well as a repositioning of the bancassurance offering in the UAE. Income in Pakistan declined due to a weaker operating environment. Expenses in the MESA region grew by US\$26 million, or 14 per cent, to US\$215 million. Investments were targeted at improving premises infrastructure, expanding branch distribution channels, increasing the sales force and to enhance regulatory compliance and control systems. Loan impairment increased US\$20 million to US\$76 million, reflecting higher impairment in Pakistan due to deterioration in the credit environment, exacerbated by political uncertainties. Operating profit fell 40 per cent, to US\$64 million for the region.

In Africa, operating income grew US\$32 million, or 23 per cent, to US\$172 million. Operating profit grew 59 per cent, to US\$46 million. Income growth was broad based, with good income growth in Nigeria, Kenya, Uganda and Zambia, driven by growth in current and savings accounts balances and higher personal loans.

The Americas, UK & Europe saw an increase in operating income of US\$81 million to US\$126 million, driven primarily by the inclusion of the results of AEB for the first time. On an underlying basis income grew 20 per cent to US\$54 million. Operating costs increased significantly as additional investments were made in private banking as well as integration costs associated with the acquisition of AEB. The operating loss for the period was US\$6 million.

Product Performance

Credit Cards, Personal Loans and Unsecured Lending grew operating income by 13 per cent, to US\$1,089 million. Underlying income grew 10 per cent. Income grew largely on the back of higher volumes achieved in personal loans and unsecured lending to the SME segment. Also included in income was a US\$17 million gain in relation to Visa shares.

Wealth Management and Deposits grew operating income by 23 per cent, to US\$1,500 million. Underlying income grew 14 per cent, to US\$1,396 million. Increased sales of structured notes, bancassurance and treasury products drove fee income higher, offsetting a decline in fee income from unit trust sales due to weaker equity markets during the period. Net interest income grew as increased income from higher average customer balances offset margin compression.

Mortgages and Auto Finance income grew nine per cent, to US\$515 million. Underlying income grew nine per cent. Mortgage balances outstanding remained broadly unchanged, reflecting competitive pressures in a number of key markets.

WHOLESALE BANKING

The following tables provide an analysis of operating profit by geographic segment for Wholesale Banking:

6 months ended 30 June 2008

Asia Pacific											
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Wholesale Banking Total	Underlying
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating income.....	591	348	145	262	644	580	533	262	299	3,664	3,534
Operating expenses.....	(223)	(190)	(43)	(131)	(285)	(165)	(207)	(155)	(540)	(1,939)	(1,839)
Loan impairment.....	(25)	(3)	—	(9)	(16)	(4)	(4)	5	3	(53)	(53)
Other impairment.....	—	—	—	—	(18)	—	—	(1)	(5)	(24)	(21)
Operating profit.....	343	155	102	122	325	411	322	111	(243)	1,648	1,621

6 months ended 30 June 2007

Asia Pacific										
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Wholesale Banking Total
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating Income.....	383	194	80	190	464	379	323	201	273	2,487
Operating expenses.....	(166)	(99)	(35)	(116)	(199)	(96)	(139)	(115)	(333)	(1,298)
Loan impairment.....	14	—	—	—	(7)	(3)	(2)	(3)	12	11
Other impairment.....	—	—	—	—	—	—	—	(1)	(2)	(3)
Operating profit.....	231	95	45	74	258	280	182	82	(50)	1,197

6 months ended 31 December 2007

Asia Pacific										
	Hong Kong	Singapore	Malaysia	Korea	Other Asia Pacific	India	Middle East & Other S Asia	Africa	Americas UK & Europe	Wholesale Banking Total
	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)	(US\$ million)
Operating Income.....	487	227	104	228	469	520	353	284	84	2,756
Operating expenses.....	(181)	(140)	(34)	(123)	(246)	(164)	(160)	(129)	(339)	(1,516)
Loan impairment.....	(11)	(1)	3	2	(3)	(10)	(12)	(7)	3	(36)
Other impairment.....	—	—	—	—	—	—	—	(1)	(53)	(54)
Operating profit.....	295	86	73	107	220	346	181	147	(305)	1,150

An analysis of Wholesale Banking operating income by product is set out below:

	6 months ended		
	30 June 2008	30 June 2007	31 December 2007
	<i>Total US\$million</i>		
Operating income by product			
Trade and Lending.....	716	532	704
Global Markets*.....	2,169	1,346	1,327
Cash Management and Custody.....	779	609	725
Total operating income.....	3,664	2,487	2,756

* Global Markets comprises the following businesses: Financial Markets (foreign exchange, interest rate and other derivatives, debt capital markets, syndications, and ALM); Corporate Finance (corporate advisory, structured trade finance, structured finance and project and export finance); and Principal Finance (corporate private equity, real estate, infrastructure and alternative investments).

Wholesale Banking continued to accelerate income growth, with a strong performance in its client relationship business. Operating profit increased 38 per cent, to US\$1,648 million. Underlying operating profit increased 35 per cent.

Operating income grew US\$1,177 million, or 47 per cent, to US\$3,664 million. Underlying operating income grew 42 per cent. Net interest income was up US\$639 million, or 72 per cent, to US\$1,532 million while non-interest income increased US\$551 million, or 36 per cent, to US\$2,101 million. Client revenues grew 41 per cent, or 36 per cent on an underlying basis, and represented over 75 per cent of total Wholesale Banking income.

Operating expenses grew 49 per cent, to US\$1,939 million. Underlying expenses grew 42 per cent. A large proportion of the cost growth was due to higher salary cost, as a result of headcount increases and performance related pay, and increased premises costs.

The relatively benign credit environment persisted throughout the period, notwithstanding the ongoing turbulence in the financial markets. Low individual impairment provisions reflected strong risk management discipline and portfolio quality. Loan impairment recoveries were significantly lower than the first half of 2007, resulting in a net loan impairment charge of US\$53 million for the period.

In Hong Kong, income grew 54 per cent, to US\$591 million, driven by growth in client revenues from increased sales in derivative products. Higher cash management income was driven by increased volumes which compensated for margin compression. Higher fees were also earned from corporate finance and capital markets transactions. In addition, improved trading performance and strong gains in ALM drove own account income higher. Expenses grew 34 per cent to US\$223 million, driven by higher performance related pay, investment in the sales force, and product capabilities. Operating profit grew 48 per cent to US\$343 million.

Income in Singapore grew 79 per cent, to US\$348 million. Operating profit grew 63 per cent, to US\$155 million. Client revenues grew strongly with increased revenues from foreign exchange, interest rate derivative sales and debt capital markets transactions. Own account income was also higher, with strong gains in ALM and fixed income trading, and higher gains from the realisation of private equity investments. Expenses grew 92 per cent to US\$190 million, reflecting increased recruitment, higher salary and performance related incentives and continued investment in product capabilities.

In Malaysia, income increased 81 per cent, to US\$145 million. Expenses grew 23 per cent, to US\$43 million. Client income from foreign exchange and derivatives sales grew strongly and income from own account trading and balance sheet management was also significantly higher. Operating profit increased by US\$57 million to US\$102 million.

Income in Korea increased 38 per cent, to US\$262 million. Higher average cash management balances drove interest income growth while higher non-interest income was achieved from foreign exchange and derivatives sales. During the period, there were US\$1 million (H1 2007: \$13 million) of recoveries on assets that had been fair valued at acquisition, and a US\$12 million gain (H1 2007: US\$8 million loss) arising from economic hedges of the

securitised mortgage portfolios. Expenses grew 13 per cent, to US\$131 million. Operating profit for the year was 65 per cent higher, at US\$122 million.

Other Asia Pacific region delivered income growth of US\$180 million, or 39 per cent, to US\$644 million, with expenses rising 43 per cent, to US\$285 million. Included within this is a release of US\$12 million fair value provisions relating to Taiwan. Operating profit grew 26 per cent, to US\$325 million.

In China, which is included in Other Asia Pacific, operating income grew 16 per cent to US\$229 million. Net interest income grew strongly, driven by higher utilisation of trade and credit facilities in a restrictive regulatory environment. Non interest income was lower, however, as there were no private equity investments realised during this period compared with the same period last year. Further investments made to expand product capabilities and the sales force resulted in expenses increasing 62 per cent to US\$107 million. Operating profit for the period was 23 per cent lower at US\$102 million.

In India, income grew 53 per cent, to US\$580 million. Operating profit increased 47 per cent to US\$411 million. Income growth was driven principally from client revenues, with the significant increase due to corporate finance and advisory transactions, and higher foreign exchange and derivatives sales. In addition, higher customer balances drove increased cash management and transaction banking income. Own account trading and balance sheet management income was also significantly higher compared to the same period last year. Expenses increased 72 per cent, to US\$165 million, with increased hiring of product specialists and sales staff, increased performance related incentives, premises improvements and systems infrastructure expenditure.

Operating income in the MESA region rose 65 per cent, to US\$533 million. Income growth was broad based across the region with most countries generating high growth in operating income and profit. Expenses in the region grew 49 per cent, to US\$207 million due to higher recruitment levels, premises and infrastructure costs. Operating profit grew 77 per cent, to US\$322 million.

In Africa, income grew 30 per cent, to US\$262 million. Operating income was driven by structured trade finance, fixed income sales and debt financing transactions. Expenses increased 35 per cent to US\$155 million. Operating profit increased 35 per cent, to US\$111 million.

While operating income in the Americas, UK & Europe was 10 per cent higher at US\$299 million, principally due to the inclusion of AEB for the first time and strong underlying income growth in the Americas, the underlying income in the UK was adversely affected by a US\$129 million charge due to marked-to-market losses and writedowns of asset backed securities. As a consequence, the underlying operating income in the Americas, UK & Europe fell 34 per cent lower to US\$181 million. Operating expenses grew US\$207 million, or 62 per cent, to US\$540 million. Underlying expenses grew US\$126 million, or 38 per cent, reflecting continued investment in product development, new business initiatives and higher salary cost. Operating loss for the period was US\$243 million. On an underlying basis operating loss was US\$277 million.

Product Performance

Trade and Lending income increased 35 per cent to US\$716 million, with underlying income growing 32 per cent. Trade income grew as assets and contingents volumes increased significantly, while margins remained stable.

Global Markets' income grew 61 per cent to US\$2,169 million. Underlying income grew 59 per cent, led by client revenues which increased significantly on the back of an expanded product offering as well as from higher client penetration in derivatives and foreign exchange sales. Income grew strongly in debt capital markets on the back of loan syndication and bond issuance volumes. Private equity and other principal finance investments continued to be realised during the period albeit at a lower level than in the equivalent period last year, and income from ALM grew strongly due to the favourable positioning, offset in part by losses due to writedowns and trading losses in asset backed securities.

Cash Management and Custody income was up 28 per cent at US\$779 million. Underlying income grew 14 per cent, as higher transaction volumes drove fee income growth, and

higher cash balances increased net interest income, more than offsetting reduced deposit spreads in a lower interest rate environment.

STANDARD CHARTERED PLC – GROUP RESULTS FOR FIRST HALF OF 2008

Set out on pages 100 to 104 of this document is the unaudited condensed consolidated interim income statement, balance sheet, recognised income and expense statement and cash flow statement extracted without material adjustment from the 2008 Interim Report for the six months ended 30 June 2008, announced on 5 August 2008.

CONDENSED CONSOLIDATED INTERIM INCOME STATEMENT
For the six months ended 30 June 2008

	6 months ended 30 June 2008	6 months ended 30 June 2007	6 months ended 31 December 2007
	<i>US\$ million</i>	<i>US\$ million</i>	<i>US\$ million</i>
Interest income.....	8,276	7,473	8,703
Interest expense	(4,566)	(4,521)	(5,390)
Net interest income	3,710	2,952	3,313
Fees and commission income	1,955	1,478	1,711
Fees and commission expense.....	(274)	(250)	(278)
Net trading income.....	1,151	649	612
Other operating income.....	445	434	446
	3,277	2,311	2,491
Operating income	6,987	5,263	5,804
Staff costs	(2,585)	(1,884)	(2,065)
Premises costs	(347)	(274)	(318)
General administrative expenses.....	(767)	(610)	(719)
Depreciation and amortisation	(201)	(150)	(195)
Operating expenses	(3,900)	(2,918)	(3,297)
Operating profit before impairment losses and taxation	3,087	2,345	2,507
Impairment losses on loans and advances and other credit risk provisions.....	(465)	(361)	(400)
Other impairment	(26)	(3)	(54)
(Loss)/profit from associates	(10)	(1)	2
Profit before taxation	2,586	1,980	2,055
Taxation	(698)	(533)	(513)
Profit for the period	1,888	1,447	1,542
Profit attributable to:			
Minority interests.....	44	48	100
Parent company shareholders	1,844	1,399	1,442
Profit for the period	1,888	1,447	1,542
Earnings per share:			
Basic earnings per ordinary share	126.3c	98.5c	102.6c
Diluted earnings per ordinary share.....	124.9c	97.1c	101.4c
Dividends per ordinary share (cents):			
Interim dividend declared	25.67	—	—
Interim dividend paid	—	23.12	—
Final dividend paid	—	—	56.23
Total dividend (\$million):			
Total interim dividend payable.....	364	—	—
Total interim dividend (paid 11 October 2007)	—	324	—
Total final dividend (paid 11 May 2008)	—	—	793

CONDENSED CONSOLIDATED INTERIM BALANCE SHEET
As at 30 June 2008

	30 June 2008	30 June 2007*	31 December 2007*
	<i>US\$ million</i>	<i>US\$ million</i>	<i>US\$ million</i>
Assets			
Cash and balances at central banks.....	10,471	8,991	10,175
Financial assets held at fair value through profit or loss.....	23,070	19,344	22,958
Derivative financial instruments.....	42,838	18,441	26,204
Loans and advances to banks.....	49,175	21,108	35,365
Loans and advances to customers.....	174,735	151,946	154,266
Investment securities.....	64,259	52,230	55,274
Interests in associates.....	271	257	269
Goodwill and intangible assets.....	6,738	6,285	6,374
Property, plant and equipment.....	3,488	2,301	2,892
Deferred tax assets.....	563	515	560
Current tax assets.....	735	607	633
Other assets.....	15,917	11,890	11,011
Prepayments and accrued income.....	4,467	3,571	3,857
Total assets	396,727	297,486	329,838
Liabilities			
Deposits by banks.....	38,389	26,846	25,880
Customer accounts.....	205,539	160,242	179,760
Financial liabilities held at fair value through profit or loss.....	14,650	13,117	14,250
Derivative financial instruments.....	42,161	19,235	26,270
Debt securities in issue.....	32,511	27,254	27,137
Current tax liabilities.....	733	738	818
Other liabilities.....	18,903	13,707	14,742
Accruals and deferred income.....	3,635	3,008	3,429
Provisions for liabilities and charges.....	68	42	38
Retirement benefit obligations.....	488	437	322
Subordinated liabilities and other borrowed funds	18,745	13,279	15,740
Total liabilities	375,822	277,905	308,386
Equity			
Share capital.....	711	701	705
Reserves.....	19,601	18,324	20,146
Total parent company shareholders' equity.....	20,312	19,025	20,851
Minority interests.....	593	556	601
Total equity	20,905	19,581	21,452
Total equity and liabilities	396,727	297,486	329,838

* Amounts have been restated.

**CONDENSED CONSOLIDATED INTERIM STATEMENT OF
RECOGNISED INCOME AND EXPENSE
For the six months ended 30 June 2008**

	6 months ended 30 June 2008	6 months ended 30 June 2007	6 months ended 31 December 2007
	<i>US\$ million</i>	<i>US\$ million</i>	<i>US\$ million</i>
Exchange differences on translation of foreign operations:			
Net (losses)/gains taken to equity	(779)	257	158
Transferred to income on repatriation of branch capital	—	—	(109)
Actuarial (losses)/gains on retirement benefit obligations.....	(122)	149	88
Available-for-sale investments:			
Net valuation (losses)/gains taken to equity	(946)	197	478
Transferred to income for the period.....	(105)	(227)	(25)
Cash flow hedges:			
Net (losses)/gains taken to equity	(22)	6	51
Net gains transferred to income for the period...	(38)	(28)	(30)
Taxation on items recognised directly in equity.....	143	(38)	(61)
Other	—	7	(7)
	<hr/>	<hr/>	<hr/>
Net (expense)/income recognised in equity	(1,869)	323	543
Profit for the period	1,888	1,447	1,542
	<hr/>	<hr/>	<hr/>
Total recognised income and expense for the period	19	1,770	2,085
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
Attributable to:			
Minority interests.....	(14)	89	107
Parent company shareholders.....	33	1,681	1,978
	<hr/>	<hr/>	<hr/>
	19	1,770	2,085
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

CONDENSED CONSOLIDATED INTERIM CASH FLOW STATEMENT
For the six months ended 30 June 2008

	6 months ended 30 June 2008	*6 months ended 30 June 2007	6 months ended 31 December 2007
	(US\$ million)	(US\$ million)	(US\$ million)
Cash flow from operating activities			
Profit before taxation.....	2,586	1,980	2,055
Adjustment for items not involving cash flow or shown separately:			
Depreciation and amortisation	201	150	195
Gain on disposal of property, plant and equipment.....	(2)	(1)	—
Gain on disposal of investment securities and loans and receivable financial assets	(154)	(229)	(113)
Gain arising on Visa Inc. shares.....	(17)	—	(107)
Writedowns relating to asset backed securities.....	49	—	87
Pension cost for defined benefit schemes.....	53	56	54
Movement in fair value hedges on available-for-sale assets and cash flow hedges	65	(18)	(3)
Amortisation of discounts and premiums of investment securities	139	(163)	(96)
Impairment losses on loans and advances and other credit risk provisions.....	465	361	400
Other impairment	26	3	54
Profit on sale of businesses	146	—	18
Recoveries of acquisition fair values and discount unwind	(71)	(89)	(75)
	900	70	414
Net (decrease)/increase in derivative financial instruments	(796)	263	(729)
Net decrease/(increase) in debt securities, treasury bills and equity shares held at fair value through profit or loss.....	1,352	(2,206)	(1,485)
Net increase in loans and advances to banks and customers ...	(21,237)	(11,049)	(3,934)
(Increase)/decrease in prepayments and accrued income.....	(646)	(2,068)	1,549
Net increase in deposits from banks and customers and debt securities in issue.....	33,719	17,477	18,658
Increase/(decrease) in accruals and deferred income	195	(228)	517
Net increase/(decrease) in other accounts	1,547	(518)	(1,380)
	14,134	1,671	13,196
Interest expense on subordinated liabilities	587	375	436
Net return from defined benefit schemes.....	6	—	16
UK and overseas taxes paid.....	(735)	(521)	(576)
Net cash from operating activities	17,478	3,575	15,541
Net cash flows from investing activities			
Purchase of property, plant and equipment.....	(185)	(203)	(268)
Purchase of assets leased to customers under operating leases	(605)	—	—
Disposal of property, plant and equipment.....	14	14	8
Acquisition of investment in subsidiaries and joint ventures, net of cash acquired	6,131	(24)	(61)
Disposal of investment in subsidiaries	159	—	—
Acquisition of investment securities	(53,974)	(35,631)	(42,661)
Disposal and maturity of investment securities	45,423	33,637	40,820
Net cash used in investing activities	(3,037)	(2,207)	(2,162)
Net cash flows from financing activities			
Issue of ordinary and preference share capital	33	811	50
Purchase of own shares	(64)	(10)	(5)
Exercise of share options through ESOP.....	8	21	18
Interest paid on subordinated liabilities.....	(348)	(475)	(262)
Gross proceeds from issue of subordinated liabilities	3,421	904	2,147
Repayment of subordinated liabilities.....	(348)	(149)	(356)
Dividends paid to minority interests and preference shareholders	(153)	(61)	(87)
Dividends paid to ordinary shareholders	(526)	(344)	(229)
Net cash from financing activities	2,023	697	1,276
Net increase in cash and cash equivalents	16,464	2,065	14,655
Cash and cash equivalents at beginning of period	55,338	38,161	40,307
Effect of exchange rate movements on cash and cash equivalents	249	81	376
Cash and cash equivalents at end of period	72,051	40,307	55,338

* Amounts have been re-presented.

The financial information included herein does not constitute statutory accounts within the meaning of section 240 of the Companies Act 1985 or section 435 of the Companies Act 2006. Statutory accounts for 2006 have been delivered to the Registrar of Companies. The auditors have reported on these accounts; their report was unqualified and did not contain a statement under section 237(2) of the Companies Act 1985 or section 498(2) of the Companies Act 2006 (accounting records or returns inadequate or accounts not agreeing with records and returns) or 237(3) of the Companies Act 1985 or section 498(3) of the Companies Act 2006 (failure to obtain necessary information and explanation).

TAXATION

United States Internal Revenue Service Circular 230 Notice: To ensure compliance with Internal Revenue Service Circular 230, prospective investors are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to in this disclosure statement or any document referred to herein is not intended or written to be used, and cannot be used by prospective investors for the purpose of avoiding penalties that may be imposed on them under the United States Internal Revenue Code; (b) such discussion is written for use in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) prospective investors should seek advice based on their particular circumstances from an independent tax advisor.

The comments below are of a general nature based on the Issuers' understanding of current tax law and practice in the United Kingdom, the European Union, Hong Kong and the Republic of Korea, respectively, as at the date of this document and may be subject to change, possibly with retroactive effect. They are not exhaustive. They do not address United States tax consequences because (i) in the event of any offer in reliance upon Rule 144A, an applicable final terms will discuss United States tax consequences to United States holders and (ii) non-United States holders generally will not be subject to United States tax consequences in respect of the Notes. However, a non-United States holder who is (i) engaged in a United States trade or business, (ii) present in the United States for 183 or more days during the taxable year, or (iii) otherwise subject to United States taxation generally, should consult its own tax advisor regarding United States tax consequences. They do not necessarily apply where the income is deemed for tax purposes to be the income of any other person. They relate only to the position of persons who are the absolute beneficial owners of their Notes and Coupons and may not apply to certain classes of persons such as dealers and persons connected with the Issuer, to whom special rules may apply. They relate to the deduction from payments of interest on the Notes for or on the account of tax in the United Kingdom and to certain aspects of Hong Kong tax, the laws of the European Union and the Republic of Korea. Prospective Noteholders who may be unsure of their tax position or who may be subject to tax in any other jurisdiction should consult their own professional advisers.

United Kingdom

Withholding of tax on interest

Interest paid by SCPLC or SCB on Notes which have a maturity date of less than one year from the date of issue (and are not issued under arrangements the effect of which is to render such Notes part of a borrowing with a total term of a year or more) may be paid without withholding or deduction for or on account of United Kingdom income tax.

Yearly interest paid by SCB (but not SCPLC) on Notes which do not conform to any of the definitions of Tier 1, 2 or 3 capital adopted by the Financial Services Authority may be paid without withholding or deduction for or on account of United Kingdom income tax provided that SCB continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 ("ITA") and provided that the interest on the Notes is paid in the ordinary course of business within the meaning of section 878 of ITA, unless HM Revenue & Customs regard the characteristics of the Notes as being primarily attributable to an intention to avoid United Kingdom tax.

Irrespective of whether interest may be paid by SCPLC or SCB without withholding or deduction for or on account of United Kingdom tax in accordance with the previous paragraphs, while Notes are listed on a "recognised stock exchange" within the meaning of section 1005 of ITA (which includes the London Stock Exchange), payments of interest on such Notes may be made without withholding or deduction for or on account of United Kingdom income tax. The Notes will be treated as listed on the London Stock Exchange if they are included in the Official List by the United Kingdom Listing Authority and are admitted to trading on the London Stock Exchange.

In all other cases yearly interest on Notes will generally be paid under deduction of income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, the Noteholder can apply to HM Revenue & Customs to issue a notice to the

Issuer to pay interest to the Noteholder without any withholding or deduction for or on account of tax (or for interest to be paid with tax withheld or deducted at the rate provided for in the relevant double tax treaty).

Interest on the Notes may also be paid without deduction or withholding for or on account of United Kingdom tax where the Issuer reasonably believes at the time the payment is made that it is an "excepted payment" under section 930 of ITA. A payment is an excepted payment where (a) the person beneficially entitled to the income in respect of which payment is made is (i) a UK resident company; or (ii) a non-UK resident company that carries on a trade in the UK through a permanent establishment and the payment is one that is required to be brought into account for calculating the profits chargeable to corporation tax of the non-UK resident company; or (b) the person to whom payment is made is one of the further classes of bodies or persons, and meets any relevant conditions, set out in sections 935 to 937 of ITA, provided that HM Revenue & Customs has not given a direction that the interest should be paid under deduction of tax in circumstances where it has reasonable grounds to believe that the payment will not be an excepted payment of interest at the time the payment is made.

Noteholders should note that any persons in the United Kingdom paying interest to, or receiving interest on behalf of, another person, may be required to provide certain information to HM Revenue & Customs (including the name and address of the beneficial owner of the interest and the amount of interest paid or received). HM Revenue & Customs also has the power to obtain information from any person in the United Kingdom who either pays amounts payable on the redemption of Notes which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of an individual. Such information may include the name and address of the beneficial owner and the amount payable on redemption. Any information obtained by HM Revenue & Customs under the powers referred to in this paragraph may, in certain circumstances, be exchanged by HM Revenue & Customs with tax authorities in certain other jurisdictions. However, in relation to amounts payable on the redemption of deeply discounted securities, HM Revenue & Customs published practice indicates that HM Revenue & Customs will not exercise its power to obtain information where such amounts are paid or received on or before 5 April 2009.

If Notes are issued at a discount to their principal amount the discount element on any such Notes will not be subject to any withholding or deduction for or on account of United Kingdom tax pursuant to the provisions mentioned above, provided that any payments on redemption in respect of the discount do not constitute payments in respect of interest.

Where Notes are issued with a redemption premium, as opposed to being issued at a discount, then any such element of premium when the Notes are redeemed may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as outlined above.

The references to "interest" above means "interest" as understood in United Kingdom tax law. The statements above do not take account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation.

EC Directive on the Taxation of Savings Income

Directive 2003/48/EC provides for the tax authorities of the Member States to provide each other with details of payments of interest and other similar income paid by a person within its jurisdiction to or for the benefit of an individual or to certain other persons resident in another Member State but permits Austria, Belgium and Luxembourg instead to impose a withholding tax on the payments concerned for a "transitional period" (although it also provides that no such withholding tax should be levied where the beneficial owner of the payment authorises an exchange of information and/or where the beneficial owner presents a certificate from the tax authority of the Member State in which the beneficial owner is resident) unless during such period they elect otherwise. The Directive does not preclude Member States from levying other types of withholding tax.

Hong Kong

1. Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising from the sale of the Notes.

2. Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Interest on the Notes may be deemed to be profits arising in or derived from Hong Kong from a trade, profession or business carried on in Hong Kong in the following circumstances:

- (i) interest on the Notes is derived from Hong Kong and is received by or accrues to a company carrying on a trade, profession or business in Hong Kong; or
- (ii) interest on the Notes is derived from Hong Kong and is received by or accrues to a person, other than a company, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business; or
- (iii) interest on the Notes is received by or accrues to a financial institution (as defined in the Inland Revenue Ordinance (Cap. 112) of Hong Kong) and arises through or from the carrying on by the financial institution of its business in Hong Kong.

Pursuant to the Exemption from Profits Tax (Interest Income) Order, interest income accruing to a person other than a financial institution on deposits (denominated in any currency and whether or not the deposit is evidenced by a certificate of deposit) placed with, *inter alia*, a financial institution in Hong Kong (within the meaning of section 2 of the Banking Ordinance (Cap. 155) of Hong Kong) are exempt from the payment of Hong Kong profits tax. Provided no prospectus with respect to the issue of Notes is registered under the Companies Ordinance, the issue of Notes by SCBHK is expected to constitute a deposit to which the above exemption from payment will apply.

Sums received by or accrued to a financial institution by way of gains or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal and redemption of Notes will be subject to profits tax.

Sums derived from the sale, disposal or redemption of Notes will be subject to Hong Kong profits tax where received by or accrued to a person, other than a financial institution, who carries on a trade, profession or business in Hong Kong and the sum has a Hong Kong source. The source of such sums will generally be determined by having regard to the manner in which the Notes are acquired and disposed.

3. Stamp Duty

Stamp duty will not be payable on the issue of Bearer Notes by SCBHK, or on the issue in Hong Kong of Bearer Notes by SCPLC or SCB, provided (in either case) either:

- (i) such Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) such Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable it is payable by the relevant Issuer on the issue of Bearer Notes at a rate of 3 per cent. of the market value of the Notes at the time of issue.

No stamp duty will be payable on any subsequent transfer of Bearer Notes.

No stamp duty is payable on the issue of Registered Notes.

Stamp duty may be payable on any transfer of Registered Notes issued by SCBHK or, if the relevant transfer is required to be registered in Hong Kong, by SCPLC or SCB. Stamp duty will, however, not be payable on any transfers of Registered Notes, issued by any of SCBHK, SCPLC or SCB, provided that either:

- (i) the Registered Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or

(ii) the Registered Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable in respect of the transfer of Registered Notes it will be payable at the rate of 0.2 per cent. (of which 0.1 per cent. is payable by the seller and 0.1 per cent. is payable by the purchaser) normally by reference to the consideration or its value. If, in the case of either the sale or purchase of such Registered Notes, stamp duty is not paid, both the seller and the purchaser may be liable jointly and severally to pay any unpaid stamp duty and also any penalties for late payment. If stamp duty is not paid on or before the due date (two days after the sale or purchase if effected in Hong Kong or 30 days if effected elsewhere) a penalty of up to 10 times the duty payable may be imposed. In addition, stamp duty is payable at the fixed rate of HK\$5.00 on each instrument of transfer executed in relation to any transfer of the Registered Notes if the relevant transfer is required to be registered in Hong Kong.

The Republic of Korea

The taxation in the Republic of Korea of non-Korean tax resident individuals and non-Korean tax resident corporations ("Non-Residents") depends on whether they have a "permanent establishment" (as defined under Korean law and any applicable double tax treaty) in the Republic of Korea to which the relevant Korean source income is attributable or with which such income is effectively connected. Non-Residents without a permanent establishment in the Republic of Korea are taxed in the manner described below. Non-Residents with permanent establishments in the Republic of Korea are taxed in accordance with different rules which are also described below.

1. Tax on Interest

Interest on the Notes paid by SC First Bank to Non-Residents is exempt from Korean income tax and corporation tax (whether payable by withholding or otherwise) pursuant to the Tax Exemption and Limitation Law ("TELL"), so far as the Notes are "foreign currency denominated bonds" under the TELL. If the tax exemption under the TELL were to cease to be in effect, the rate of income tax or corporation tax applicable to interest on the Notes, for a Non-Resident without a permanent establishment in Korea, would be 14 per cent. of income. In addition, a tax surcharge called a resident tax would be imposed at the rate of 10 per cent. of the income or corporation tax (raising the total tax rate to 15.4 per cent.). The tax rates may be reduced by an applicable tax treaty, convention or agreement between Korea and the country of the recipient of the income. Interest on the Notes paid by SC First Bank to Korean tax resident corporations is subject to Korean corporate income tax. SC First Bank or its agent should withhold tax on such interest at the rate of 14 per cent., provided that Korean tax resident corporations are financial institutions defined under the relevant tax laws. If Korean tax resident corporations are not financial institutions defined under the relevant tax laws, the withholding tax would not be applicable. When a Korean tax resident corporation files its corporate tax return, it can deduct this withholding tax from tax payable as prepaid tax (interest is taxed at the rate of either 14.3 per cent. or 27.5 per cent. as described below).

Please note that the Korean tax authorities have announced that they will lower the corporate tax rates to 12.1 per cent for the first KRW 200 million and 24.2 per cent for the tax base exceeding KRW 200 million, respectively for 2009 and 11 per cent and 22 per cent for 2010 and thereafter instead of current 14.3 per cent or 27.5 per cent.

2. Tax on Capital Gains

Although capital gains earned by (i) Non-Residents which have a permanent establishment in the Republic of Korea and (ii) Non-Residents which do not have a permanent establishment in the Republic of Korea, in each case, from the transfer of the Notes to a (a) Korean tax resident corporation, (b) Korean tax resident individual or (c) permanent establishment of a non-Korean tax-resident individual or non-Korean tax resident company will be regarded as Korean source income, such capital gains will be exempt from Korean income taxation by virtue of the TELL, provided that (i) the issuance of the Notes is deemed to be an overseas issuance under the TELL, which is expected to be the case for this offering and (ii) the transfer of the Notes takes place outside of the Republic of Korea.

If the exemption from Korean taxation were to cease to be in effect, in the absence of an applicable tax treaty eliminating tax on capital gains, the applicable rate of tax would be the lower of 11 per cent. of the gross realization proceeds and (subject to the production of satisfactory evidence of the acquisition cost and certain direct transaction costs of the relevant Note) 27.5 per cent. of the realized gain (i.e., the excess of the gross realization proceeds over the acquisition cost and certain direct transaction costs) made. If such evidence shows that no gain (or a loss) was made on the sale, no Korean tax is payable.

Korean tax resident corporations should include capital gains earned from the sale of Notes in their ordinary business income and pay Korean corporate income tax at the rate of 14.3 per cent. or 27.5 per cent. (the higher tax rate applies in the case of a tax base over KRW100 million).

Please note that the Korean tax authorities have announced that they will lower the corporate tax rates to 12.1 per cent for the first KRW 200 million and 24.2 per cent for the tax base exceeding KRW 200 million, respectively for 2009 and 11 per cent and 22 per cent for 2010 and thereafter instead of current 14.3 per cent or 27.5 per cent.

3. Stamp Duty and Securities Transaction Tax

No stamp, issue or registration duties will be payable in the Republic of Korea by the Noteholders in connection with the issue of the Notes. No securities transaction tax will be imposed upon any transfer of the Notes.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in an Amended and Restated Programme Agreement dated 5 November 2008 (as further amended and/or supplemented, the "Programme Agreement"), between, *inter alios*, the Issuers, the Permanent Dealers and the Arrangers, the Notes will be offered on a continuous basis by each Issuer to the Permanent Dealers. However, each Issuer has reserved the right to issue Notes directly on its own behalf to Dealers that are not Permanent Dealers and who agree to be bound by the restrictions below. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold outside the United States by each Issuer through the Dealers, acting as agents of such Issuer. The Programme Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

Each Issuer will pay each relevant Dealer a commission as agreed between such Issuer and the Dealer in respect of Notes subscribed by it. The Issuers have agreed to reimburse the Arrangers for certain of their expenses incurred in connection with the establishment and update of the Programme, and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

Each Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the relevant Issuer.

United States

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S ("Regulation S Notes"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, except as permitted by the Programme Agreement, that it will not offer, sell or, in the case of Notes in bearer form, deliver the Notes of any identifiable Tranche (other than Registered Notes offered or sold in accordance with Rule 144A), (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of an identifiable tranche of which such Notes are a part (the "Distribution Compliance Period") as determined, and certified to the relevant Issuer, by the Issuing and Paying Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each dealer to which it sells Notes during the Distribution Compliance Period (other than resales of Registered Notes pursuant to Rule 144A) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for, the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Programme Agreement provides that the Dealers (other than SCB) may directly or through their respective agents or affiliates which are U.S. registered broker-dealers arrange for the offer and resale of Registered Notes in the United States only to QIBs in accordance with Rule 144A.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche of Notes, an offer or sale of such Notes within the United States by any dealer

(whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

This document has been prepared by the Issuers for use in connection with the offer and sale of the Notes outside the United States to non-U.S. persons, the offer, sale and resale of Registered Notes in the United States to QIBs in reliance upon Rule 144A and for the admission of Notes to the Official List and to trading on the London Stock Exchange or the listing of the Notes on the Hong Kong Stock Exchange. The relevant Issuer and the Dealers reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the number of Notes which may be offered. This document does not constitute an offer to any person in the United States or to any U.S. person other than any QIB to whom an offer has been made directly by one of the Dealers or a U.S. broker-dealer affiliate of one of the Dealers. Distribution of this document by any non-U.S. person outside the United States or by any QIB in the United States to any U.S. person or to any other person within the United States, other than any QIB and those persons, if any, retained to advise such non-U.S. person or QIB with respect thereto, is unauthorised and any disclosure without the prior written consent of the relevant Issuer of any of its contents to any such U.S. person or other person within the United States, other than any QIB and those persons, if any, retained to advise such non-U.S. person or QIB, is prohibited. It is not currently anticipated that SCBHK or SC First Bank would offer or sell any Notes in reliance on Rule 144A.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this document as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(i) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;

(ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(iii) at any time to any legal entity which has two or more of (a) an average of at least 250 employees during the last financial year; (b) a total balance sheet of more than €43,000,000; and (c) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(iv) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(v) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (v) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form

and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Dealer has represented and agreed that:

(i) in relation to any Notes to be issued by SCPLC, SCBHK or SC First Bank which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by SCPLC, SCBHK or SC First Bank;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not or, in the case of SCB would not, if it was not an authorised person, apply to the Issuers; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Hong Kong

Each Dealer has represented and agreed that (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law no. 25 of 1948, as amended) (the "Financial Instruments and Exchange Law"). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and other applicable laws and regulations of Japan.

France

Each of the Dealers and the relevant Issuer has represented and agreed that:

(i) Offer to the public in France

It has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification to the *Autorité des marchés financiers* (the "AMF") of approval of the prospectus in relation to those Notes, by the competent authority of a Member State of the European Economic Area, other than the AMF, which has implemented the EU Prospectus Directive 2003/71/EC, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF and ending at the latest on the date which is 12 months after the date of the approval of the Prospectus; or

(ii) Private placement in France

It has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

This Prospectus has not been submitted to the clearance procedures of the AMF.

The Netherlands

The Notes issued by SCBHK or SC First Bank (or any interest therein) may not, directly or indirectly, be offered, sold, pledged, delivered or transferred in the Netherlands, at any time, and neither this prospectus nor any other document in relation to any offering of the Notes (or any interest therein) may be distributed or circulated in the Netherlands, other than to professional market parties ("PMPs") within the meaning of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) (which includes, *inter alia*, qualified investors as defined in the Prospectus Directive such as banks, insurance companies, securities firms, collective investment undertakings and pension funds). This restriction does not apply in respect of Notes having a denomination of at least €50,000 (or equivalent).

Singapore

Each Dealer has acknowledged that this document has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this document or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred

within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor (for corporations under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law.

Republic of Korea

The Notes have not been, and will not be, registered with the Financial Services Commission of Korea under the Securities and Exchange Act of Korea. Accordingly, the Notes may not be offered, sold, pledged or otherwise transferred in Korea or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transaction Act and the Foreign Exchange Transaction Regulation of Korea), or to others for re-offering or resale, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea except as otherwise permitted by applicable Korean law and regulations, including the Securities and Exchange Act, the Foreign Exchange Transaction Act and the decrees and regulations thereunder. Furthermore, Notes issued by SC First Bank may not be re-sold to any resident of Korea until the expiration of one year after the issuance of the Notes.

General

These selling restrictions may be modified by the agreement of any Issuer and the Dealers, following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this document.

Other than in the United Kingdom in relation to Notes to be issued by SCPLC or SCB and listed on the Official List and admitted to trading on the Market, no action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this document or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge and belief, comply with all relevant securities laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this document, any other offering material or any Final Terms and neither the relevant Issuer nor any other Dealer shall have responsibility therefor.

FORM OF FINAL TERMS

Set out below is the Form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

**STANDARD CHARTERED PLC,
STANDARD CHARTERED BANK,
STANDARD CHARTERED BANK
(HONG KONG) LIMITED**

and

**STANDARD CHARTERED FIRST BANK
KOREA LIMITED**

U.S.\$20,000,000,000

Debt Issuance Programme

[Brief Description and Amount of Notes]

Issued by

[Standard Chartered PLC/
Standard Chartered Bank/
Standard Chartered Bank (Hong Kong) Limited/
Standard Chartered First Bank Korea Limited]

[Publicity Name(s) of Dealer(s)]

The date of the Final Terms is [●].

APPLICABLE FINAL TERMS FOR (1) ISSUES BY SCPLC, SCB OR SCBHK WITH A DENOMINATION OF LESS THAN €50,000 (OR EQUIVALENT) TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET AND/OR OFFERED TO THE PUBLIC ON A NON-EXEMPT BASIS IN THE EUROPEAN ECONOMIC AREA (2) ISSUES BY SCPLC, SCB OR SCBHK WITH A DENOMINATION OF LESS THAN €50,000 (OR EQUIVALENT) TO BE LISTED ON THE STOCK EXCHANGE OF HONG KONG AND (3) ISSUES BY SC FIRST BANK WITH A DENOMINATION OF LESS THAN €50,000 (OR EQUIVALENT) TO BE LISTED ON THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED.

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (Directive 2003/71/EC) (each a "Relevant Member State") will be made pursuant to an exemption under the Prospectus Directive, as implemented in the relevant Member State, from the requirement to publish a prospectus for offer of the Notes. Accordingly, any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 38 of Part A below, provided such person is one of the persons mentioned in Paragraph 38 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances]¹.

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a "Relevant Member State") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances]².

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 (the "Securities Act") or with any securities regulatory authority of any State or other jurisdiction of the United States. The Notes may include notes issued in bearer form ("Bearer Notes") or in bearer form exchangeable for notes in registered form ("Exchangeable Bearer Notes") that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Bearer Notes or Exchangeable Bearer Notes, delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S ("Regulation S") under the Securities Act).

Notes in registered form ("Registered Notes") may be offered and sold (i) in the United States or to U.S. persons in reliance on Rule 144A under the Securities Act ("Rule 144A") only to qualified institutional buyers ("QIBs") as defined in Rule 144A and (ii) outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act. It is not currently anticipated that SCBHK or SC First Bank would offer or sell any Notes in reliance on Rule 144A.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission, or any securities regulatory authority of any State or other jurisdiction of the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Notes or the accuracy or adequacy of this document. Any representation to the contrary is a criminal offence in the United States.

1 Include this legend where a non-exempt offer of Notes is anticipated.

2 Include this legend where only an exempt offer of Notes is anticipated.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 5 November 2008 [and the supplemental Prospectus dated [●]]¹ which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the final terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus [and the supplemental Prospectus] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date. [NON-LONDON LISTED]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) contained in the Trust Deed dated [original date] and set forth in the Prospectus dated [original date] [and the supplemental Prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated 5 November 2008 [and the supplemental Prospectus dated [●]], which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectuses dated [original date] and [current date] [and the supplemental Prospectuses dated [●] and [●]]. [The Prospectuses [and the supplemental Prospectuses] are available for viewing at [address] [and] [website] and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date. [LONDON LISTED]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) contained in the Trust Deed dated [original date] and set forth in the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and incorporated by reference into the Prospectus dated [●] 2008 and which are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [●]], which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive. [The Prospectuses [and the supplemental Prospectus] are available for viewing at [address] [and] [website] [and copies may be obtained from [address]].]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs.

Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

1. Issuer: [Standard Chartered PLC/Standard Chartered Bank/Standard Chartered Bank (Hong Kong) Limited/Standard Chartered First Bank Korea Limited]
2. (i) Series Number: [●]
(ii) Tranche Number: [●]

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).

3. Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
(i) Series: [●]
(ii) [Tranche: [●]]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. Denominations: [●]
(N.B. If an issue of Notes is (i) NOT admitted to trading on a regulated market within the European Economic Area and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive, the €1,000 minimum denomination is not required.)
7. Calculation Amount: [●]
8. (i) Issue Date: [●]
(ii) Interest Commencement Date: [●]
9. Maturity Date: [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]²
10. Interest Basis: [[●] % Fixed Rate]
[[specify reference rate] [●] % Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (specify)]
(further particulars specified below)
11. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]
(N.B. If the Final Redemption Amount is less than 100% of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive, the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus.)
12. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]
13. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

14. (i) Status of the Notes: [Senior/[Undated/Dated/Perpetual/Lower]/Subordinated/[Term]]³
- (ii) [Date [Court/Board] approval for issuance of Notes obtained: [●] [and [●], respectively]]
(N.B. Only relevant where Court/Board (or similar) authorisation is required for the particular tranche of Notes)
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [specify Business Day Convention and any applicable relevant Financial Centre(s) for the definition of "Business Day"/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction (Condition 4(j)): [●]
(Day count fraction should be Actual/Actual-ICMA for all fixed rate issues other than those denominated in U.S. dollars or Hong Kong dollars, unless otherwise requested)
- (vi) Determination Dates: [●] in each year
(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)⁴
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
17. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Interest Period(s): [●]
- (ii) Specified Interest Payment Dates: [●]
- (iii) First Interest Payment Date: [●]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (v) Relevant Financial Centre(s) (Condition 4(j)): [●]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Page/ other (give details)]
- (vii) Interest Period Date(s): [Not Applicable/specify dates]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest [●]

- Amount(s) (if not the Calculation Agent):
- (ix) Page (Condition 4(d)(i)):
- Relevant Time: [●]
 - Interest Determination Date: [●]
 - Primary Source for Floating Rate: [Specify relevant screen page or “Reference Banks”]
 - Reference Banks (if Primary Source is “Reference Banks”): [Specify four]
 - Relevant Financial Centre: [The financial centre most closely connected to the Benchmark – specify if not London]
 - Benchmark: [LIBOR, LIBID, LIMEAN, EURIBOR, HIBOR or other benchmark]
 - Representative Amount: [Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]
 - Effective Date: [Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]
 - Specified Duration: [Specify period for quotation if not duration of Interest Accrual Period]
- (x) Margin(s): [+/-] [●] per cent. per annum
- (xi) Minimum Rate of Interest: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction (Condition 4(j)): [●]
- (xiv) Rate Multiplier: [●]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [●]
- 18. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield (Condition 5(b)): [●] per cent. per annum
 - (ii) Day Count Fraction (Condition 4(j)): [●]
 - (iii) Any other formula/basis of determining amount payable: [●]
- 19. Index-Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula/other variable: [give or annex details]
 - (ii) Calculation Agent responsible for calculating the interest due: [●]
 - (iii) Provisions for determining Coupon where calculated by reference to [●]

Index and/or Formula and/or other variable:

- (iv) Interest Determination Date(s): [●]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [●]
- (vi) Interest or Calculation Period(s): [●]
- (vii) Interest Payment Dates: [●]
- (viii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (ix) Relevant Financial Centre(s) (Condition 4(j)): [●]
- (x) Minimum Rate of Interest: [●] per cent. per annum
- (xi) Maximum Rate of Interest: [●] per cent. per annum
- (xii) Day Count Fraction (Condition 4(j)): [●]

20. Dual Currency Note Provisions

[Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Rate of Exchange/Method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [●]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]
- (iv) Person at whose option Currency(ies) is/are payable: [●]
- (v) Day Count Fraction (Condition 4(j)): [●]

PROVISIONS RELATING TO REDEMPTION

21. Call Option

[Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [●] per Calculation Amount
 - (b) Maximum Redemption Amount: [●] per Calculation Amount

- (iv) Notice period:⁵
- 22. Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s):
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): per Calculation Amount
- (iii) Option Exercise Date(s):
- (iv) Description of any other Noteholders' option:
- (v) Notice period:⁵
- 23. Final Redemption Amount of each Note** per Calculation Amount/other/see Appendix]
- (N.B. If the Final Redemption Amount is less than 100% of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive, the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus.)*
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [give or annex details]
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount:
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:
- (iv) Determination Date(s):
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:
- (vi) Payment Date:
- (vii) Minimum Final Redemption Amount: per Calculation Amount
- (viii) Maximum Final Redemption Amount: per Calculation Amount
- 24. Early Redemption Amount**
- (i) Early Redemption Amount(s) per

Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (Condition 5(c)): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 6(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 25. Form of Notes:** [Bearer Notes/Exchangeable Bearer Notes/Registered Notes]
[Delete as appropriate]
[temporary Global Note/Certificate exchangeable for a permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificates on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note/Certificate]
[temporary Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice]
[permanent Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note/Certificate]
- 26 New Global Note:⁶** [Yes]/[No]
- 27. Business Day Jurisdiction(s) (Condition 6(h)) or other special provisions relating to Payment Dates:** [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 17(v) and 19(x) relate]
- 28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):** [Yes/No. If yes, give details]
- 29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]:** [Not Applicable/give details]
- 30. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:** [Not Applicable/give details]
- (i) Instalment Amount(s): [●]

- (ii) Instalment Date(s): [●]
 (iii) Minimum Instalment Amount: [●]
 (iv) Maximum Instalment Amount: [●]
 31. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition [●]] apply]
 32. Consolidation provisions: [Not Applicable/The provisions [in Condition [●]] apply]
 33. Other final terms:⁷ [Not Applicable/give details]

(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)
 [Equity Accounting/Financial Liability Accounting/Not Applicable]

DISTRIBUTION

34. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)
 (ii) Date of Subscription Agreement: [●]
 (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]
 35. If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]
 36. Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
 37. U.S. Selling Restrictions [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable]
 [Rule 144A: Qualified Institutional Buyers only]
 38. Non-exempt Offer: [Not Applicable]/[An offer of the Notes may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported] (Public Offer Jurisdictions) during the period from [specify date] until [specify date] (Offer Period). See further paragraph 11 of Part B below.]
 39. Additional selling restrictions: [Not Applicable/give details]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the countries specified in paragraph 38] [and] [admission to trading of the Notes described

herein] pursuant to the U.S.\$20,000,000,000 Debt Issuance Programme of Standard Chartered PLC, Standard Chartered Bank, Standard Chartered Bank (Hong Kong) Limited and Standard Chartered First Bank Korea Limited.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

Notes

1. Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all future issues under the Programme.
2. Note that for Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here. Note that for certain Hong Kong dollar denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, "Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and currency deposits) in Hong Kong and [●]." For Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Specified Denomination by the Day Count Fraction and rounding the resultant figure to the nearest HK\$0.01, HK\$0.005 being rounded upwards. For the purposes of this paragraph and the Day Count Fraction referred to herein, "Calculation Date" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date."
3. Please add appropriate provisions to terms and conditions if included.
4. Only to be completed for an issue where Day Count Fraction is Actual/Actual-ICMA.
5. If setting notice periods which are different to those provided in the Terms and Conditions, Issuers are advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems and custodians, as well as any other notice requirements which may apply, for example as between the Issuer and its fiscal agent or trustee. Please note that Euroclear requires a minimum notice period of 5 business days in order to service the option efficiently, while Clearstream requires a minimum notice period of 5 business days for a call option and 15 business days for a put option in order to service those options efficiently.
6. You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the question in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".
7. If full terms and conditions are to be used, please add the following here:
"The full text of the Conditions which apply to the Notes [and which will be endorsed on the Notes in definitive form] are set out in [the Annex hereto], which Conditions replace in their entirety those appearing in the Prospectus for the purposes of these Notes and such Conditions will prevail over any other provision to the contrary."
The first set of bracketed words is to be deleted where there is a Permanent Global Note instead of Notes in definitive form. The full Conditions should be attached to and form part of the Final Terms.

PART B – OTHER INFORMATION*

1. LISTING

(i) Listing: [Official List of the UK Listing Authority and trading on the London Stock Exchange/Hong Kong Stock Exchange/Singapore Exchange Securities Trading Limited/Other (specify)/None]

(ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].]
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

2. RATINGS

Ratings: The Notes to be issued have been rated:

[S&P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in “Subscription and Sale”, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) [Reasons for the offer: [●]]

(See [“Use of Proceeds”] wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

(ii) [Estimated net proceeds: [●]]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)]

(iii) [Estimated total expenses:] [Include breakdown of expenses.]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

5. [Fixed Rate Notes only – YIELD

Indication of yield:

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Rate Notes only – HISTORIC INTEREST RATES

Details of historic [LIBOR, LIBID, LIMEAN, EURIBOR, HIBOR or other benchmark] rates can be obtained from [relevant screen page].]

7. [Index-Linked Notes only – PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.] Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

8. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

9. OPERATIONAL INFORMATION

(i) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No].

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon

satisfaction of the Eurosystem eligibility criteria.][include this text if "yes" selected in which case the Notes must be issued in NGN form]

- (ii) ISIN Code: [●]
- (iii) Common Code: [●]
- (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s) and address(es)]
- (v) Delivery: Delivery [against/free of] payment
- (vi) Names and addresses of initial Paying Agent(s): [●]
- (vii) Names and addresses of additional Paying Agent(s) (if any): [●]

10. TERMS AND CONDITIONS OF THE OFFER

- (i) Offer Price: [Issue Price][specify]
- (ii) Conditions to which the offer is subject: [Not Applicable/give details]
- (iii) Description of the application process: [Not Applicable/give details]
- (iv) Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give details]
- (v) Details of the minimum and/or maximum amount of application: [Not Applicable/give details]
- (vi) Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/give details]
- (vii) Manner in and date on which results of the offer are to be made public: [Not Applicable/give details]
- (viii) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/give details]
- (ix) Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries: [Not Applicable/give details]
- (x) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable/give details]
- (xi) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/give details]

(xii) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place. [None/give details]

* If an issue of Notes is (i) NOT admitted to trading on a regulated market within the European Economic Area and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive, the Issuer may elect to amend or delete certain of the above paragraphs of Part B.

APPLICABLE FOR FINAL TERMS FOR (1) ISSUES BY SCPLC, SCB OR SCBHK WITH A DENOMINATION OF AT LEAST €50,000 (OR EQUIVALENT) TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET (2) ISSUES BY SCPLC, SCB OR SCBHK WITH A DENOMINATION OF AT LEAST €50,000 (OR EQUIVALENT) TO BE LISTED ON THE STOCK EXCHANGE OF HONG KONG AND (3) ISSUES BY SC FIRST BANK WITH A DENOMINATION OF AT LEAST €50,000 (OR EQUIVALENT) TO BE LISTED ON THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 5 November 2008 [and the supplemental Prospectus dated [●]]¹ which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the final terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus [and the supplemental Prospectus] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date [NON-LONDON LISTED].

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) contained in the Trust Deed dated [original date] set forth in the Prospectus dated [original date] [and the supplemental Prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated 5 November 2008 [and the supplemental Prospectus dated [●]], which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectuses dated [original date] and [current date] [and the supplemental Prospectuses dated [●] and [●]]. [The Prospectuses [and the supplemental Prospectuses] are available for viewing at [address] [and] [website] and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date. [LONDON LISTED]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) contained in the Trust Deed dated [original date] and set forth in the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and incorporated by reference into the Prospectus dated [●] 2008 and which are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [●]], which [together] constitute[s] (with the exception of certain sections) a base prospectus for the purposes of the Prospectus Directive. [The Prospectuses [and the supplemental Prospectus] are available for viewing at [address] [and] [website] [and copies may be obtained from [address]].]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs.

Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

1. Issuer: [Standard Chartered PLC/Standard Chartered Bank/Standard Chartered Bank (Hong Kong) Limited/Standard Chartered First Bank Korea Limited]
2. (i) Series Number: [●]
(ii) Tranche Number: [●]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).
3. Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
(i) Series: [●]
(ii) [Tranche: [●]]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. Denominations: [●]
7. Calculation Amount: [●]
8. (i) Issue Date: [●]
(ii) Interest Commencement Date: [●]
9. Maturity Date: [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]²
10. Interest Basis: [[●] % Fixed Rate]
[[specify reference rate] +/- [●] % Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (specify)]
(further particulars specified below)
11. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]
(N.B. If the Final Redemption Amount is less than 100% of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive, the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus.)
12. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]
13. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

14. (i) Status of the Notes: [Senior/[Undated/Dated/Perpetual/Lower]/Subordinated/[Term]]³
- (ii) [Date [Court/Board] approval for issuance of Notes obtained: [●] [and [●], respectively]]
(N.B. Only relevant where Court/Board (or similar) authorisation is required for the particular tranche of Notes)
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [specify Business Day Convention and any applicable relevant Financial Centre(s) for the definition of "Business Day"/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction (Condition 4(j)): [●]
(Day count fraction should be Actual/Actual-ICMA for all fixed rate issues other than those denominated in U.S. dollars or Hong Kong dollars, unless otherwise requested)
- (vi) Determination Dates: [●] in each year
(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)⁴
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
17. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Interest Period(s): [●]
- (ii) Specified Interest Payment Dates: [●]
- (iii) First Interest Payment Date: [●]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other(give details)]
- (v) Relevant Financial Centre(s) (Condition 4(j)): [●]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Page/other (give details)]
- (vii) Interest Period Dates(s): [Not Applicable/specify dates]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest [●]

- Amount(s) (if not the Calculation Agent):
- (ix) Page (Condition 4(d)(i)):
- Relevant Time: [●]
 - Interest Determination Date: [●]
 - Primary Source for Floating Rate: [Specify relevant screen page or “Reference Banks”]
 - Reference Banks (if Primary Source is “Reference Banks”): [Specify four]
 - Relevant Financial Centre: [The financial centre most closely connected to the Benchmark – specify if not London]
 - Benchmark: [LIBOR, LIBID, LIMEAN, EURIBOR, HIBOR or other benchmark]
 - Representative Amount: [Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]
 - Effective Date: [Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]
 - Specified Duration: [Specify period for quotation if not duration of Interest Accrual Period]
- (x) Margin(s): [+/-][●] per cent. per annum
- (xi) Minimum Rate of Interest: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction (Condition 4(j)): [●]
- (xiv) Rate Multiplier: [●]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [●]
- 18. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield (Condition 5(b)): [●] per cent. per annum
 - (ii) Day Count Fraction (Condition 4(j)): [●]
 - (iii) Any other formula/basis of determining amount payable: [●]
- 19. Index-Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula/other variable: [give or annex details]
 - (ii) Calculation Agent responsible for calculating the interest due: [●]
 - (iii) Provisions for determining Coupon where calculated by reference to [●]

Index and/or Formula and/or other variable:

- (iv) Interest Determination Date(s): [●]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [●]
- (vi) Interest or Calculation Period(s): [●]
- (vii) Interest Payment Dates: [●]
- (viii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (ix) Relevant Financial Centre(s) (Condition 4(j)): [●]
- (x) Minimum Rate of Interest: [●] per cent. per annum
- (xi) Maximum Rate of Interest: [●] per cent. per annum
- (xii) Day Count Fraction (Condition 4(j)): [●]

20. Dual Currency Note Provisions

[Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Rate of Exchange/Method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [●]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]
- (iv) Person at whose option Currency(ies) is/are payable: [●]
- (v) Day Count Fraction (Condition 4(j)): [●]

PROVISIONS RELATING TO REDEMPTION

21. Call Option

[Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [●] per Calculation Amount
 - (b) Maximum Redemption Amount: [●] per Calculation Amount

- (iv) Notice period:⁵
- 22. Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s):
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): per Calculation Amount
- (iii) Option Exercise Date(s):
- (iv) Description of any other Noteholders' option:
- (iii) Notice period:⁵
- 23. Final Redemption Amount of each Note** per Calculation Amount/other/see Appendix]
- (N.B. If the Final Redemption Amount is less than 100% of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive, the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus.)*
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [give or annex details]
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount:
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:
- (iv) Determination Date(s):
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:
- (vi) Payment Date:
- (vii) Minimum Final Redemption Amount: per Calculation Amount
- (viii) Maximum Final Redemption Amount: per Calculation Amount
- 24. Early Redemption Amount**
- (i) Early Redemption Amount(s) per

Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

- | | |
|--|-------------------------|
| (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (Condition 5(c)): | [Yes/No] |
| (iii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 6(f)): | [Yes/No/Not Applicable] |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | |
|---|--|
| 25. Form of Notes: | <p>[Bearer Notes/Exchangeable Bearer Notes/Registered Notes]¹
 <i>[Delete as appropriate]</i></p> <p>[Temporary Global Note/Certificate exchangeable for a permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificates on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate]</p> <p>[temporary Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice]²</p> <p>[Permanent Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate]</p> |
| 26. New Global Note: ⁶ | [Yes] [No] |
| 27. Business Day Jurisdiction(s) (Condition 6(h)) or other special provisions relating to Payment Dates: | [Not Applicable/ <i>give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 17(v) and 19(x) relate</i>] |
| 28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. <i>If yes, give details</i>] |
| 29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to | [Not Applicable/ <i>give details</i>] |

1 The exchange upon notice/at any time options should not be designated to be applicable if the Denominations of the Notes in paragraph 6 includes language substantially to the following effect: "[€50,000] plus integral multiples of [€1,000] in excess thereof".

2 If the Temporary Global Note is exchangeable for definitive Notes at the option of the holder, the Notes shall be tradeable only in amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) provided in paragraph 6 and multiples thereof.

forfeit the Notes and interest due on late payment]:

30. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/*give details*]
- (i) Instalment Amount(s): [●]
- (ii) Instalment Date(s): [●]
- (iii) Minimum Instalment Amount: [●]
- (iv) Maximum Instalment Amount: [●]
31. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition [●]] apply]
32. Consolidation provisions: [Not Applicable/The provisions [in Condition [●]] apply]
33. Other final terms:⁷ [Not Applicable/*give details*]
- (When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)*
[Equity Accounting/Financial Liability Accounting/Not Applicable]

DISTRIBUTION

34. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/*give names, addresses and underwriting commitments*]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*
- (ii) Date of Subscription Agreement: [●]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
35. If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address*]
36. Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
37. U.S. Selling Restrictions [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable]
[Rule 144A: Qualified Institutional Buyers only]
38. Additional selling restrictions: [Not Applicable/*give details*]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the U.S.\$20,000,000,000 Debt Issuance Programme

of Standard Chartered PLC, Standard Chartered Bank, Standard Chartered Bank (Hong Kong) Limited and Standard Chartered First Bank Korea Limited.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____
Duly authorised

Notes:

1. Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all future issues under the Programme.
2. Note that for Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here. Note that for certain Hong Kong dollar denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, "Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and currency deposits) in Hong Kong and [●]." For Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Specified Denomination by the Day Count Fraction and rounding the resultant figure to the nearest HK\$0.01, HK\$0.005 being rounded upwards. For the purposes of this paragraph and the Day Count Fraction referred to herein, "Calculation Date" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date."
3. Please add appropriate provisions to terms and conditions if included.
4. Only to be completed for an issue where Day Count Fraction is Actual/Actual-ICMA.
5. If setting notice periods which are different to those provided in the terms and conditions, Issuers are advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems and custodians, as well as any other notice requirements which may apply, for example as between the Issuer and its fiscal agent or trustee. Please note that Euroclear requires a minimum notice period of 5 business days in order to service the option efficiently, while Clearstream requires a minimum notice period of 5 business days for a call option and 15 business days for a put option in order to service those options efficiently.
6. You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the question in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".
7. If full terms and conditions are to be used, please add the following here:
"The full text of the Conditions which apply to the Notes [and which will be endorsed on the Notes in definitive form] are set out in [the Annex hereto], which Conditions replace in their entirety those appearing in the Prospectus for the purposes of these Notes and such Conditions will prevail over any other provision to the contrary."
The first set of bracketed words is to be deleted where there is a Permanent Global Note instead of Notes in definitive form. The full Conditions should be attached to and form part of the Final Terms.

PART B – OTHER INFORMATION*

1. LISTING

- (i) Listing: [Official List of the UK Listing Authority and trading on the London Stock Exchange/Hong Kong Stock Exchange/Singapore Exchange Securities Trading Limited/Other (specify)/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].]
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

2. RATINGS

The Notes to be issued have been rated:

[S&P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in “Subscription and Sale”, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) [Reasons for the offer: [●]
(See [“Use of Proceeds”] wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]
- (ii) [Estimated net proceeds: [●]
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)]
- (iii) [Estimated total expenses: [●] *[Include breakdown of expenses.]*

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)]

5. [Fixed Rate Notes only – YIELD

Indication of yield:

[●]

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Rate Notes only – HISTORIC INTEREST RATES

Details of historic [LIBOR, LIBID, LIMEAN, EURIBOR, HIBOR or other benchmark] rates can be obtained from [relevant screen page].]

7. [Index-Linked Notes only – PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

8. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

9. OPERATIONAL INFORMATION

(i) Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes] [No].

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in

- which case the Notes must be issued in NGN form]
- (ii) ISIN Code:
 - (iii) Common Code:
 - (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/*give name(s) and number(s) and address(es)*]
 - (v) Delivery: Delivery [against/free of] payment
 - (vi) Names and addresses of initial Paying Agent(s):
 - (vii) Names and addresses of additional Paying Agent(s) (if any):

* If an issue of Notes is (i) NOT admitted to trading on a regulated market within the European Economic Area and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive, the Issuer may elect to amend or delete certain of the above paragraphs of Part B.

CLEARING AND SETTLEMENT

The following is a summary of the rules and procedures of Euroclear, Clearstream, Luxembourg, the CMU Service and DTC, currently in effect, as they relate to clearing and settlement of transactions involving the Notes. The rules and procedures of these systems are subject to change at any time.

The Clearing Systems

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear and Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

Distributions of principal with respect to book-entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the Paying Agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

CMU

The CMU Service is a central depository service provided by the Central Moneymarkets Unit of the Hong Kong Monetary Authority (the "HKMA") for the safe custody and electronic trading between the members of this service ("CMU Members") of capital markets instruments ("CMU Instruments") which are specified in the CMU Service Reference Manual as capable of being held within the CMU Service.

The CMU Service is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such person. Membership of the CMU Service is open to all members of the Hong Kong Capital Markets Association and "authorised institutions" under the Banking Ordinance (Cap. 155) of Hong Kong and any other domestic or overseas financial institutions approved from time to time by the HKMA.

Compared to clearing services provided by Euroclear and Clearstream, Luxembourg, the standard custody and clearing service provided by the CMU Service is limited. In particular (and unlike the European clearing systems), the HKMA does not as part of this service provide any facilities for the dissemination to the relevant CMU Members of payments (of interest or principal) under, or notices pursuant to the notice provisions of, the CMU Instruments. Instead, the HKMA advises the lodging CMU Member (or a designated paying agent) of the identities of the CMU Service Members to whose accounts payments in respect of the relevant CMU Instruments are credited, whereupon the lodging CMU Member (or the designated paying agent) will make the necessary payments of interest or principal or send notices directly to the relevant CMU Members. Similarly, the HKMA will not obtain certificates of non-U.S. beneficial ownership from CMU Members or provide any such certificates on behalf of CMU Members. The CMU Lodging Agent will collect such certificates from the relevant CMU Members identified from an instrument position report obtained by request from the HKMA for this purpose.

An investor holding an interest through an account with either Euroclear or Clearstream, Luxembourg in any Notes held in the CMU Service will hold that interest through the respective accounts which Euroclear and Clearstream, Luxembourg each have with the CMU Service.

Book-Entry Ownership

Bearer Notes

The relevant Issuer will make applications to Clearstream, Luxembourg and Euroclear for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. The relevant Issuer may also apply to have Bearer Notes accepted for clearance through the CMU Service. In respect of Bearer Notes in CGN form, a Temporary Global Note and/or a Permanent Global Note in bearer form without coupons will be deposited with a common depositary for Clearstream, Luxembourg and Euroclear and/or a sub-custodian for the CMU Service. In respect of Bearer Notes in NGN form, the Global Note in bearer form without coupons will be delivered with a common safekeeper for Euroclear and Clearstream, Luxembourg. Transfers of interests in a Temporary Global Note or a Permanent Global Note will be made in accordance with the normal Euromarket debt securities operating procedures of Clearstream, Luxembourg and Euroclear or the CMU Service.

Registered Notes

The relevant Issuer will make applications to Clearstream, Luxembourg and Euroclear or the CMU Service for acceptance in their respective book-entry systems in respect of the Unrestricted Notes to be represented by each Unrestricted Global Certificate. Each Unrestricted Global Certificate will have an ISIN and a Common Code.

The relevant Issuer and a relevant U.S. agent appointed for such purpose will make application to DTC for acceptance in its book-entry settlement system of the Restricted Notes represented by each Restricted Global Certificate. Each Restricted Global Certificate will have a CUSIP number. Each Restricted Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Certificate, as set out under "Transfer Restrictions". In certain circumstances, as described below in "Transfers of Registered Notes", transfers of interests in a Restricted Global Certificate may be made as a result of which such legend is no longer applicable.

The custodian with whom the Restricted Global Certificates are deposited (the "Custodian") and DTC will electronically record the principal amount of the Restricted Notes held within the DTC system. Investors in Notes of such Series may hold their interests in an Unrestricted Global Certificate only through Clearstream, Luxembourg or Euroclear or the CMU Service. Investors may hold their interests in a Restricted Global Certificate directly through DTC if they are participants in the DTC system, or indirectly through organisations which are participants in such system.

Payments of the principal of, and interest on, each Restricted Global Certificate registered in the name of DTC's nominee will be to or to the order of its nominee as the registered owner of such Restricted Global Certificate. The relevant Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Restricted Global Certificate as shown on the records of DTC or the nominee. The relevant Issuer also expects that payments by DTC participants to owners of beneficial interests in such Restricted Global Certificate held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the relevant Issuer nor any Paying Agent or any Transfer Agent (each an "Agent") will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Restricted Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Notes will initially be in the form of an Unrestricted Global Certificate and/or a Restricted Global Certificate. Individual definitive Registered Notes will only be available, in the case of Unrestricted Notes, in amounts specified in the applicable Final Terms, and, in the case of Restricted Notes, in amounts of U.S.\$100,000 (or its equivalent in another currency), or higher integral multiples of U.S.\$1,000 (or its equivalent in another currency), in certain limited circumstances described below.

Individual Definitive Registered Notes

Registration of title to Registered Notes in a name other than a depository or its nominee for Clearstream, Luxembourg and Euroclear or for the CMU Service or for DTC will not be permitted unless (i) in the case of Restricted Notes, DTC notifies the relevant Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the Restricted Global Certificate, or ceases to be a "clearing agency" registered under the Exchange Act, or is at any time no longer eligible to act as such and the relevant Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC, (ii) in the case of Unrestricted Notes, Clearstream, Luxembourg or Euroclear or the CMU Service is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does, in fact, do so, (iii) if principal in respect of any Notes is not paid when due or (iv) the relevant Issuer provides its consent. In such circumstances, the relevant Issuer will cause sufficient individual definitive Registered Notes to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Certificate must provide the Registrar with:

(i) a written order containing instructions and such other information as the relevant Issuer and the Registrar may require to complete, execute and deliver such individual definitive Registered Notes; and

(ii) in the case of a Restricted Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange, or in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Individual definitive Registered Notes issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A.

Transfers of Registered Notes

Transfers of interests in Global Certificates within DTC, Clearstream, Luxembourg, Euroclear and the CMU Service will be effected in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a Restricted Global Certificate to such persons may be limited. Because DTC can only act on behalf of direct participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Restricted Global Certificate to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

Beneficial interests in an Unrestricted Global Certificate may be held only through Clearstream, Luxembourg or Euroclear or the CMU Service. Transfers may be made at any time by a holder of an interest in an Unrestricted Global Certificate to a transferee who wishes to take delivery of such interest through the Restricted Global Certificate for the same Series of Notes provided that any such transfer made on or prior to the expiration of the Distribution Compliance Period (as defined in "Subscription and Sale") relating to the Notes represented by such Unrestricted Global Certificate will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from Euroclear or Clearstream, Luxembourg or the CMU Service, as the case may be (based on a written certificate from the transferor of such interest), to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities law of any state of the United States or any other jurisdiction. Any such transfer made thereafter of the Notes represented by such Unrestricted Global Certificate will only be made upon request through Clearstream, Luxembourg or Euroclear or the CMU Service by the holder of an interest in the Unrestricted Global Certificate to the Issuing and Paying Agent and receipt by the Issuing and Paying Agent of details of that account at DTC to be credited with the relevant interest in the Restricted Global Certificate. Transfers at any time by a holder of any interest in the Restricted Global Certificate to a transferee who takes delivery of such interest through an Unrestricted Global Certificate will only be made upon delivery to the Registrar or any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S

and giving details of the account at Euroclear or Clearstream, Luxembourg or the CMU Service, as the case may be, and DTC to be credited and debited, respectively, with an interest in the relevant Global Certificates.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described above and under "Transfer Restrictions", cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear or the CMU Service accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Custodian, the Registrar and the Issuing and Paying Agent.

On or after the Issue Date for any Series of Registered Notes, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and the CMU Service and transfers of Notes of such Series between participants in DTC will generally have a settlement day three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear or the CMU Service and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear and the CMU Service, on the other, transfers of interests in the relevant Global Registered Certificates will be effected through the Issuing and Paying Agent, the Custodian and the Registrar receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Global Registered Certificate resulting in such transfer and (ii) two business days after receipt by the Issuing and Paying Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg or the CMU Service accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

For a further description of restrictions on transfer of Registered Notes, see "Transfer Restrictions".

DTC will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the presentation of Restricted Global Certificates for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Restricted Global Certificates are credited and only in respect of such portion of the aggregate principal amount of the relevant Restricted Global Certificates as to which such participant or participants has or have given such direction. However, in the circumstances described above, DTC will surrender the relevant Restricted Global Certificates for exchange for individual definitive Registered Notes (which will, in the case of Restricted Notes, bear the legend applicable to transfers pursuant to Rule 144A).

DTC is a limited purpose trust company organised under the laws of the State of New York, a "banking organisation" under the laws of the State of New York, a member of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through, or maintain a custodial relationship with, a DTC direct participant, either directly or indirectly.

Although DTC, Clearstream, Luxembourg, Euroclear and the CMU Service have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Certificates among participants and accountholders of DTC, Clearstream, Luxembourg, Euroclear and the CMU Service, they are under no obligation to perform or continue to

perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Trustee or any Agent will have any responsibility for the performance by DTC, Clearstream, Luxembourg, Euroclear or the CMU Service or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Restricted Global Certificate is lodged with DTC or the Custodian, Restricted Notes represented by individual definitive Registered Notes will not be eligible for clearing or settlement through DTC, Clearstream, Luxembourg, Euroclear or the CMU Service.

Pre-issue Trades Settlement for Registered Notes

It is expected that delivery of Notes will be made against payment therefor on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the U.S. Securities and Exchange Commission under the Exchange Act, trades in the United States secondary market generally are required to settle within three business days (T+3), unless the parties to any such trade expressly agree otherwise.

Accordingly, purchasers who wish to trade Notes in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Notes initially will settle beyond T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and purchasers of Notes who wish to trade Notes between the date of pricing and the relevant issue date should consult their own adviser.

TRANSFER RESTRICTIONS

Restricted Notes

Each purchaser of Restricted Notes within the United States pursuant to Rule 144A, by accepting delivery of this document, will be deemed to have represented, agreed and acknowledged that:

(1) it is (a) a QIB, (b) acquiring such Restricted Notes for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Restricted Notes has been advised, that the sale of such Restricted Notes to it is being made in reliance on Rule 144A;

(2) it understands that such Restricted Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States;

(3) it understands that such Restricted Notes, unless the relevant Issuer determines otherwise in compliance with applicable law, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A;

(4) it understands that the Restricted Notes offered in reliance on Rule 144A will be represented by a Restricted Global Certificate. Before any interest in the Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and

(5) it acknowledges that the relevant Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Notes for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Additional transfer restrictions may be set forth in the applicable Final Terms with respect to a particular Tranche of a Registered Series.

Unrestricted Notes

Each purchaser of Unrestricted Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Unrestricted Notes in resales prior to the expiration of the Distribution Compliance Period (as defined in "Subscription and Sale"), by accepting delivery

of this document and the Unrestricted Notes, will be deemed to have represented, agreed and acknowledged that:

(1) it is, or at the time Unrestricted Notes are purchased will be, the beneficial owner of such Unrestricted Notes and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the relevant Issuer or a person acting on behalf of such an affiliate;

(2) it understands that such Unrestricted Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the Distribution Compliance Period, it will not offer, sell, pledge or otherwise transfer such Unrestricted Notes except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States;

(3) it understands that the Unrestricted Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT;

(4) it understands that the Unrestricted Notes offered in reliance on Regulation S may be represented by an Unrestricted Global Certificate. Prior to the expiration of the Distribution Compliance Period, before any interest in the Unrestricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Restricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and

(5) the relevant Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Additional transfer restrictions may be set forth in the applicable Final Terms with respect to a particular Tranche of a Registered Series.

GENERAL INFORMATION

1. The listing of the Notes on the Official List and admission to trading on the Market will be expressed as a percentage of their principal amount (exclusive of accrued interest). It is expected that acceptance of the Programme on the Official List will be granted on or around 11 November 2008. Each Tranche of Notes under the Programme will be listed separately, subject only to the issue of a Temporary or Permanent Global Note (or one or more Certificates) in respect of each Tranche. Prior to official listing, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. However, unlisted Notes by SCPLC, SCB, SCBHK or SC First Bank may be issued pursuant to the Programme.

Application has been made to the Hong Kong Stock Exchange for permission to deal in and to list the Notes issued by SCPLC, SCB or SCBHK under the Programme. It is expected that permission to deal in and to list the Notes issued under the Programme will be granted on or around 11 November 2008. The listing of Notes on the Hong Kong Stock Exchange will be expressed as a percentage of their principal amount. Transactions will normally be effected for settlement in the relevant specified currency and for delivery by the end of the second trading day after the date of the transaction. It is expected that dealings will, if permission is granted to deal in and for the listing of such Notes, commence on or about the date of listing of the relevant Notes.

Application has been made to the SGX-ST for permission to deal in, and for quotation of, any Notes to be issued by SC First Bank and which are agreed at the time of issue to be listed on the SGX-ST. There can be no assurance that an application to the SGX-ST will be approved. So long as any Notes to be issued by SC First Bank are listed on the SGX-ST and the rules of the SGX-ST so require, SC First Bank shall appoint and maintain a paying agent in Singapore, where such Notes may be presented or surrendered for payment or redemption, in the event that any of the Global Notes representing such Notes are exchanged for definitive Notes. In addition, if any of the Global Notes are exchanged for definitive Notes, announcement of such exchange shall be made through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

2. SCPLC has obtained all necessary consents, approvals and authorisations in the United Kingdom in connection with the issue and performance of the Notes to be issued by it. SCB has obtained all necessary consents, approvals and authorisations in the United Kingdom in connection with the issue and performance of the Notes to be issued by it. SCBHK has obtained all necessary consents, approvals and authorisations in Hong Kong in connection with the issue and performance of the Notes to be issued by it. The establishment, update and amendment of the Programme and issues of Notes thereunder by SCPLC was authorised by resolutions of SCPLC's Board of Directors passed on 30 October 2007 and of a duly authorised committee of SCPLC's Board of Directors passed on 6 November 2007 and 4 November 2008. The establishment, update and amendment of the Programme and issues of Notes thereunder by SCB was authorised by resolutions of SCB's Court of Directors passed on 4 October 2004, 11 September 2006 and 28 July 2008 and of a duly appointed Committee of the Court of Directors of SCB passed on 29 October 2004, 23 September 2005, 25 September 2006, 7 September 2007, 6 November 2007 and 4 November 2008. The establishment, update and amendment of the Programme and issues of Notes thereunder by SCBHK was authorised by resolutions of SCBHK's Board of Directors passed on 6 October 2004, 13 September 2006 and 25 July 2008 and of a duly appointed committee of the Board of Directors of SCBHK passed on 29 October 2004, 1 November 2004, 9 August 2005, 22 September 2006, 24 August 2007, 7 November 2007, 4 November 2008 and 5 November 2008. The establishment, update and amendment of the Programme by SC First Bank was authorised by resolutions of SC First Bank's Board of Directors passed on 22 September 2006 and 22 July 2008 and of a duly authorised committee of SC First Bank's Board of Directors passed on 22 September 2006, 10 September 2007, 7 November 2007 and 3 November 2008.

3. Save as disclosed in the interim management statement released by SCPLC on 28 October 2008, there has been no significant change in the financial or trading position of SCPLC and its subsidiaries since 30 June 2008. Save as disclosed in: (i) the interim management statement released by SCPLC on 7 May 2008; (ii) the unaudited interim report of the Group for the six months ended 30 June 2008; and (iii) the interim management statement released by SCPLC

on 28 October 2008, there has been no material adverse change in the prospects of SCPLC and its subsidiaries since 31 December 2007.

4. Save as disclosed in the interim management statement released by SCPLC on 28 October 2008, there has been no significant change in the financial or trading position of SCB and/or the Group and its subsidiaries since 30 June 2008. Save as disclosed in: (i) the interim management statement released by SCPLC on 7 May 2008; (ii) the unaudited interim report of the Group for the six months ended 30 June 2008; and (iii) the interim management statement released by SCPLC on 28 October 2008, there has been no material adverse change in the prospects of SCB and its subsidiaries since 31 December 2007.

5. Save as disclosed in the interim management statement released by SCPLC on 28 October 2008, there has been no significant change in the financial or trading position of SCBHK and its subsidiaries since 30 June 2008. Save as disclosed in: (i) the interim management statement released by SCPLC on 7 May 2008; (ii) the unaudited interim statements of SCBHK for the six months ended 30 June 2008; and (iii) the interim management statement released by SCPLC on 28 October 2008, there has been no material adverse change in the prospects of SCBHK and its subsidiaries since 31 December 2007.

6. There are no, nor have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which SCPLC is aware) during the twelve months preceding the date of this document, which may have or have had in the recent past significant effects on the financial position or profitability of SCPLC and its subsidiaries nor is SCPLC aware that any such proceedings are pending or threatened.

7. There are no, nor have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which SCB is aware) during the twelve months preceding the date of this document, which may have or have had in the recent past significant effects on the financial position or profitability of SCB and/or the Group and its subsidiaries nor is SCB aware that any such proceedings are pending or threatened.

8. There are no, nor have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which SCBHK is aware) during the twelve months preceding the date of this document, which may have or have had in the recent past significant effects on the financial position or profitability of SCBHK and its subsidiaries nor is SCBHK aware that any such proceedings are pending or threatened.

9. Each Bearer Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

10. Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are entities in charge of keeping the records). The Common Code and the International Securities Identification Number (ISIN) for each Series of Notes will be set out in the relevant Final Terms. The Issuers may also apply to have Notes accepted for clearance through the CMU Service. In addition, the relevant Issuer will make an application with respect to each Series of Registered Notes intended to be eligible for sale pursuant to Rule 144A for such Notes to be accepted for trading in book entry form by DTC. Acceptance of each Series and the relevant Committee on the Uniform Security Identification Procedure (CUSIP) number applicable to a Series will be set out in the relevant Final Terms.

11. The issue price and the amount of the relevant Notes will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions. The Issuers do not intend to provide any post-issuance information in relation to any issues of Notes.

12. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.

13. Any Notes issued:

(i) prior to 20 September 2001, and any Notes issued on or after 20 September 2001 which are intended to be consolidated and form a single series with Notes issued prior to 20 September 2001, are and will be, as the case may be, constituted by the Law Debenture Trust

Deed (as defined in the Trust Deed) and issued pursuant to the Citibank Agency Agreement (as defined in the Agency Agreement); and

(ii) from (and including) 20 September 2001 to 18 November 2004, and any Notes issued on or after 19 November 2004 which are intended to be consolidated and form a single series with Notes issued from (and including) 20 September 2001 to 18 November 2004, are and will be, as the case may be, constituted by the Bank of New York Trust Deed (as defined in the Trust Deed) and issued pursuant to the Bank of New York Agency Agreement (as defined in the Agency Agreement).

14. From the date of this document and for so long as any Notes are outstanding under the Programme, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuers and at the office of the Issuing and Paying Agent:

(i) the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);

(ii) the Programme Agreement;

(iii) the Agency Agreement;

(iv) the Memorandum and Articles of Association of SCPLC, the Royal Charter, Bye-Laws and Rules of SCB, the Memorandum and Articles of Association of SCBHK and the Articles of Incorporation of SC First Bank;

(v) the audited annual consolidated accounts of SCPLC for the years ended 31 December 2006 and 31 December 2007;

(vi) the audited annual consolidated accounts of SCB for the years ended 31 December 2006 and 31 December 2007;

(vii) the audited annual accounts of SCBHK for the years ended 31 December 2006 and 31 December 2007;

(viii) the audited annual accounts of SC First Bank for the years ended 31 December 2006 and 31 December 2007; and

(ix) each set of Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on a regulated market within the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Issuing and Paying Agent as to its holding of Notes and identity);

(x) a copy of this document or any further prospectus or supplementary prospectus; and

(xi) a copy of the Subscription Agreement for Notes issued on a syndicated basis that are listed on the Official List and admitted to trading on the Market or the Hong Kong Stock Exchange.

15. Copies of the latest annual report and accounts of SCPLC, SCB, SCBHK and SC First Bank may be obtained, and copies of the Trust Deed will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.

16. KPMG Audit Plc, chartered accountants (authorised and regulated by the Financial Services Authority for designated investment business), have audited, and rendered unqualified audit reports on, the accounts of both SCPLC and SCB for the two years ended 31 December 2007 and KPMG have audited and rendered unqualified audit reports on the accounts of SCBHK for the two years ended 31 December 2007. The reports of SCPLC's and SCB's auditors contained the following statements: "To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed".

17. For the purposes of paragraph 8(2) of Appendix 1 Part C of the HKSE Rules, KPMG Audit Plc and KPMG have given and have not withdrawn their written consent to the incorporation by reference in this document of their audit reports in respect of the accounts of SCPLC, SCB and SCBHK respectively, and to the references to KPMG Audit Plc and KPMG in the form and context in which they appear in this document.

18. KPMG Samjong Accounting Corp. have audited, and rendered an unqualified audit opinion on, the non-consolidated financial statements of SC First Bank for the two years ended 31 December 2007.

19. No redemption of the Subordinated Notes for taxation reasons, no optional redemption of the Subordinated Notes pursuant to Condition 5(d) or Condition 5(e) and no purchase and cancellation of the Subordinated Notes in accordance with the Conditions of the Notes will be made by any Issuer without prior consent of or, as applicable, no objection on the part of, the FSA and by SCBHK or SC First Bank without prior consent of the HKMA or the FSS, respectively, in each case as may for the time being be required therefor.

20. SCPLC and SCB has entered or will enter into an agreement with Euroclear and Clearstream, Luxembourg (the "ICSDs") in respect of any Notes issued in NGN form that SCPLC or SCB may request be made eligible for settlement with the ICSDs (each, an "ICSD Direct Agreement"). The ICSD Direct Agreement sets out that the ICSDs will, in respect of any such Notes, *inter alia*, maintain records of their respective portion of the issue outstanding amount and will, upon the Issuer's request, produce a statement for SCPLC's or SCB's use showing the total nominal amount of its customer holdings for such Notes as of a specified date.

21. As at 9 October 2008, the issued share capital of SCPLC consisted of:

(i) 99,250,000 $8\frac{1}{4}$ per cent. non-cumulative preference shares of £1 each with no equity voting rights.

(ii) 96,035,000 $7\frac{3}{8}$ per cent. non-cumulative irredeemable preference shares of £1 each with no equity voting rights.

(iii) 462,500 8.125 per cent. non-cumulative redeemable preference shares of US\$5 each with no equity voting rights.

(iv) 15,000 American Depositary Shares representing 15,000 non-cumulative redeemable preference shares of US\$5 each with no equity voting rights; and

(v) 1,425,545,090 ordinary shares of US\$0.50 each with voting rights of one vote for every US\$2 nominal value.

SCPLC holds no shares in treasury. All of the shares listed above have been issued fully paid.

The authorised share capital of SCPLC is US\$2,816 million, £500 million and €1,000 million comprising 2,632,000,000 ordinary shares of US\$0.50 each, 500 million noncumulative irredeemable preference shares of £1 each, 300 million non-cumulative redeemable preference shares of US\$5.00 each and 1 million non-cumulative redeemable preference shares of €1,000 each.

22. Clause 4 of SCPLC's Memorandum of Association provides that its objects include holding shares in other companies and carrying on every kind of banking business.

REGISTERED OFFICE OF SCPLC
1 Aldermanbury Square
London EC2V 7SB
Telephone: +44 20 7280 7500

REGISTERED OFFICE OF SCB
1 Aldermanbury Square
London EC2V 7SB
Telephone: +44 20 7280 7500

REGISTERED OFFICE OF SCBHK
32nd Floor
4-4A Des Voeux Road Central
Hong Kong
Telephone: +852 2820 3823

REGISTERED OFFICE OF SC FIRST BANK
100 Kongpyung-Dong
Chongro-gu
Seoul 110-702
Korea
Telephone: +82 2 3702 3114

JOINT ARRANGERS

J.P. Morgan Securities Ltd.
125 London Wall
London EC2Y 5AJ

Standard Chartered Bank
Global Markets
6 Battery Road 3-00
Singapore 049909

DEALERS

Banc of America Securities Limited
5 Canada Square
London E14 5AQ

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB

J.P. Morgan Securities Ltd.
125 London Wall
London EC2Y 5AJ

Merrill Lynch International
Merrill Lynch Financial Centre
2 King Edward Street
London EC1A 1HQ

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA

Standard Chartered Bank
Global Markets
6 Battery Road #3-00
Singapore 049909

UBS Limited
1 Finsbury Avenue
London EC2M 2PP

LEGAL ADVISERS

*To the Issuers
as to English Law*
Slaughter and May
One Bunhill Row
London EC1Y 8YY

*To the Issuers as to
Hong Kong Law*
Slaughter and May
47th Floor
Jardine House
One Connaught Place
Central
Hong Kong

*To the Dealers and
the Trustee as to
English Law*
Linklaters LLP
One Silk Street
London EC2Y 8HQ

*To the Dealers and
the Trustee as to
Hong Kong Law*
Linklaters
10th Floor
Alexandra House
16-20 Chater Road
Central
Hong Kong

*To the Issuers as to the law of the
Republic of Korea*
Kim & Chang
223 Naeja-dong
Jongno-gu
Seoul 110-720
Korea

*To the Dealers and the Trustee
as to the law of the Republic of Korea*
Shin & Kim
Ace Tower, 6th Floor
1-170, Soonhwa-dong
Chung-ku
Seoul 100-712
Korea

AUDITORS

To SCPLC and SCB
KPMG Audit Plc
8 Salisbury Square
London EC4Y 8BB

To SCBHK
KPMG
8/F Prince's Building
10 Chater Road
Central Hong Kong

To SC First Bank
**KPMG Samjong Accounting
Corp.**
10th Floor
Gangnam Finance Center
737 Yeoksam-dong
Gangnam-gu
Seoul
Korea

TRUSTEE
BNY Corporate Trustee Services Limited
One Canada Square
London E14 5AL

**ISSUING AND PAYING AGENT, PAYING AGENT,
CALCULATION AGENT AND TRANSFER AGENT**
The Bank of New York Mellon
One Canada Square
London E14 5AL

HONG KONG REGISTRAR
The Bank of New York Mellon
Three Pacific Place, 24/F
1 Queen's Road East
Hong Kong

PAYING AGENT AND TRANSFER AGENT

The Bank of New York (Luxembourg) S.A.

Aerogolf Center
1A, Hoehenhof
L-1736 Senningerberg
Luxembourg

EXCHANGE AGENT, PAYING AGENT AND REGISTRAR

The Bank of New York Mellon

101 Barclay Street
21 West
New York, 10286

CMU PAYING AGENT AND CMU LODGING AGENT

The Bank of New York Mellon

Three Pacific Place, 24/F
1 Queen's Road East
Hong Kong