

TERMS OF APPOINTMENT/ RE-APPOINTMENT OF INDEPENDENT DIRECTORS

The Board is delighted that you have agreed to be re-appointed onto the Board of *Standard Chartered Capital Limited* and I am writing formally to confirm your re-appointment as an Independent Non-Executive Director of the Company with effect from _____

Appointment

Your re-appointment is initially for a period of three years unless terminated earlier by and at the discretion of either party upon three months notice. Continuation of your contract is contingent on satisfactory performance. Your appointment is subject to the provisions of the Company's articles of association. Should you no longer be able to continue in your appointment for any reason, you will give us _____ prior written notice.

While you are a director of the Company you will be expected to meet your obligations under the articles of association of the Company and all relevant legislation and regulation applicable to the Company. You also agree that you will observe the Standard Chartered Group's Code of Conduct and all relevant legislation and regulation applicable to the Company.

Role

Independent Non-Executive Directors have the same general responsibilities to the Company as any other director. The Board as a whole is collectively responsible for the success of the Company and all directors must take decisions objectively in the best interests of the Company. The Board also:

- provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- sets the Company's strategic aims, ensures that the necessary resources are in place for the Company to meet its objectives, and reviews management performance; and
- sets the Company's values and standards and ensures that its obligations to its shareholders and others are met.

As an Independent Non-Executive Director your responsibilities also include:

- **Strategy:** to constructively challenge and help develop proposals on local strategy;
- **Performance:** to scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance; and
- **Risk:** to satisfy yourself on the integrity of financial information and those financial controls and systems of risk management are robust and defensible.

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Time Commitment

Overall we anticipate a time commitment of approximately [] days per annum. This will include attendance at board meetings [which may be held outside the Corporate Head Office, Committee meetings and may include visits to branches in India. Another will be an “away day” generally within India devoted to strategy]. Additional adhoc meetings will be held if necessary. You will be expected to devote appropriate time ahead of each meeting.

Outside Interests

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present.

In the event that your circumstances seem likely to change and might reasonably be regarded as likely to give rise to a conflict of interest, notification must be given to both the Chair and Company Secretary.

Prior to accepting any new outside interest you must make appropriate notifications to the Chair and Company Secretary. You should not accept, take up or commence any such new outside interest until such notification has been made and, where relevant, has been authorised by the Board.

Conflict of Interest

Should you become aware that a subject to be discussed at a Board or committee meeting may give rise to a conflict of interest, you should immediately declare such interest to the Chair or Company Secretary at the outset of the applicable meeting. Unless the directors agree otherwise you should not participate further in the discussion of that subject, nor vote on it. This is subject at all times to the provisions of the Articles of Association or other constitutional documents of the Company. You need not disclose the nature of the circumstances causing the conflict of interest.

Induction, training and performance

The Company aims to provide you with all appropriate financial and operating information necessary for the performance of your duties. You will also be able to consult with the Chair, CEO and Company Secretary at all reasonable times.

You are required to undertake a tailored induction programme, including meetings with senior management to introduce you to the Company’s business and operations as well as highlighting key risks, issues and any relevant governance matters. You are required to engage in ongoing training necessary for your role as director, particularly training mandated by any relevant regulator and/or arranged by the Company Secretary.

The Company will also review with each Independent Non-Executive Director their ongoing training needs and it is the Company’s intention that each Independent Non-Executive Director will continue to receive training on an ongoing basis.

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Review Process

The performance of individual directors and the whole Board and its committees will be reviewed by the Chair and formally evaluated on a periodic basis as considered appropriate. If there are any matters which cause you concern about your role you should discuss them with the Chair as soon as appropriate.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chair.

If consent is given you must ensure that any third party is bound by the same obligations of confidentiality.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chair, CEO or Company Secretary.

Share Holding or Dealing

As a director you are required to comply with all policies, rules, codes of conduct and procedures of the Company and the Standard Chartered Group, as amended from time to time, regarding the holding of or dealing in shares in the Company or in any other company within the Standard Chartered Group, including the ultimate holding company Standard Chartered PLC. Any dealings in shares in any company within the Standard Chartered Group must be approved in accordance with policy. Further details of these requirements are included in your Induction Pack.

You must also comply with all applicable rules of law and stock exchange regulations for securities transactions by directors.

Data protection

By signing this letter, you consent to the Company holding and processing data about you for the purpose as stated in the Group Privacy Standard or any other applicable rules or regulations. The provisions applicable to employees will apply with the necessary modifications to you as a director.

You consent to the Company making such information available to any of its Group companies, those who provide products or services to the Company (such as advisers), regulatory authorities, governmental or quasi-governmental organisations, potential purchasers of the Company or to any other external third parties for the purpose of meeting due diligence requirements on the Company.

Fees

Your fees will be as set out below and will be paid to you in [monthly] instalments after taxes and other statutory deductions. The Company will reimburse you for

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reasonable and properly incurred expenses you incur in performing your duties. Such expenses may include legal fees if circumstances should arise in which it was necessary for you to seek separate legal advice about the performance of your duties. In such circumstances you might find it helpful to discuss the issue either with me or the Company Secretary in advance.

Position	Fees per annum	[Sitting Fee per meeting*]
Non-Executive Director		
[Audit Committee – Chairman]		
[Board Risk Committee – Chairman]		
[Audit Committee – Member]		
[Board Risk Committee – Member]		
[Any other Committee]		

* Sitting fees are not applicable for training sessions which are required as part of your induction or ongoing obligations as a director.

Directors and Officers Insurance

The Standard Chartered Group maintains Directors' and Officers' liability insurance. A copy of the policy document is available on request.

Changes to personal details

During the term of appointment, you shall advise the Company Secretary promptly of any change in your passport, address of other personal details which you have previously provided to the Company. This is to ensure the Company maintains accurate and updated personal details of Directors and to satisfy the applicable legal or regulatory requirements.

Ceasing to be a Director - Obligation on Termination

On the termination of this appointment, however it occurs, you will resign as a director of the Company and return all property and other assets of the Company in your possession together with all documents, papers, disks and information, however stored, relating to the Company used by you in connection with the appointment.

This letter forms the agreement for your appointment as an Independent Non-Executive Director of the Company. For the purposes of clarification, it is agreed that this letter of appointment is a contract for services and not a contract of employment. You will not be entitled to any compensation for loss of office apart from any arrears of fees which may be due.

The terms of your appointment will be subject to Companies Act, 2013 of India and SEBI LODR Regulations as amended from time to time.

I am sure that you will make an important contribution to the Board's deliberations – I firmly believe in the role of the Independent Non-Executive Director to ensure the continuing effectiveness of the executive directors and management and to secure high standards of financial probity in all of our activities.

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Please would you confirm your acceptance of these terms by signing and dating the enclosed copy of this letter and returning it to me.

Yours sincerely

Chair

I agree to the terms of my appointment as set out above.

Signed:.....

Dated:.....