

10 May 2021

- NOTICE -

STANDARD CHARTERED BANK

(incorporated with limited liability in England by Royal Charter 1853 with reference number ZC18)

Issue of IDR 50,000,000,000 Dual Currency Total Return Credit Linked Notes due 2030

ISIN: XS0880257760

Series: 10409

This Notice is supplemental to and should be read in conjunction with the Credit Linked Product Prospectus dated 27 June 2012 (the "**Product Prospectus**") of Standard Chartered Bank (the "**Issuer**"), acting through its Singapore Branch, and the Final Terms relating to the Notes dated 30 January 2013 (the "**Original Final Terms**").

Further to the notice dated 13 April 2021 setting out proposed amendments to the Original Final Terms, the Issuer hereby provides notice that 100 per cent. of the Noteholders have consented to such amendments and the Original Final Terms are amended as set out in the Amended and Restated Final Terms dated 10 May 2021 (the "**Amended and Restated Final Terms**") attached as the Annex hereto with effect from 10 May 2021 (save as provided in 3. below), which amendments comprise:

1. amendment of "Issuer" in item 1(i) to refer to the principal office in London of Standard Chartered Bank, and the deletion of "Specified Branch" under item 1(ii);
2. the amendment of "Calculation Agent" under item 27 to refer to the principal office in London of Standard Chartered Bank; and
3. the amendment of "Aggregate Nominal Amount" under item 4 to refer to Indonesian Rupiah, with the deemed effective date of such amendment being the Issue Date.

Terms used but not defined herein shall be as defined in the Original Final Terms or the Amended and Restated Final Terms, as the context requires.

The Issuer accepts responsibility for the information contained in this Notice.

Copies of the Product Prospectus, the Series Prospectus and this Notice are available for inspection on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Issued by:

Standard Chartered Bank

ANNEX

AMENDED AND RESTATED FINAL TERMS

The Amended and Restated Final Terms is set out on the following pages.

Amended and Restated Final Terms dated 10 May 2021 (effective on and from such date) which amends and restates the Final Terms dated 30 January 2013

Standard Chartered Bank
Issue of IDR 50,000,000,000 Dual Currency Total Return Credit Linked Notes due 2030
under the U.S.\$10,000,000,000
Structured Product Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Credit Terms set forth in the Credit Linked Product Prospectus dated 27 June, 2012 (the “**Product Prospectus**”), as supplemented at the date hereof. This document must be read in conjunction with the Product Prospectus as so supplemented.

These Final Terms do not constitute final terms for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”), as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Directive**”) to the extent such amendments have been implemented in a relevant Member State of European Economic Area). The Issuer is not offering the Credit Linked Notes in any jurisdiction in circumstances which would require a prospectus pursuant to the Prospectus Directive. Nor is any person authorised to make such an offer of the Credit Linked Notes on behalf of the Issuer in any jurisdiction. Full information on the Issuer and the offer of the Credit Linked Notes is only available on the basis of the combination of these Final Terms and the Product Prospectus as so supplemented.

The terms and conditions applicable to the Notes are the Credit Terms set out in, and the General Terms and Conditions of Notes incorporated by reference into, the Product Prospectus as completed by these Final Terms.

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available (subject to certain conditions) under the Income Tax Act, Chapter 134 of Singapore (the “**Income Tax Act**”) shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act. For further details, please refer to the section entitled “*Taxation — Singapore Taxation*” in the Notes Base Prospectus.

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|---|-----------------------------------|---|
| 1 | Issuer: | Standard Chartered Bank, acting through its principal office in London |
| 2 | (i) Series Number: | 10409 |
| | (ii) Tranche Number: | 1 |
| 3 | Specified Currency or Currencies: | United States Dollars (“USD”) and Indonesian Rupiah (“IDR”) |
| 4 | Aggregate Nominal Amount: | |
| | – Series: | IDR 50,000,000,000 |
| | | Notwithstanding that the Note is denominated in Indonesian Rupiah (“IDR”), the Noteholder shall deliver to the Issuer on the Issue Date, an amount in USD equal to USD 7,607,450 being (Aggregate Nominal Amount * Issue Price) / Initial Spot Rate |
| | | “ Initial Spot Rate ” means 9825 (expressed as the amount of IDR per one USD) |
| | – Tranche: | IDR 50,000,000,000 |

5	Issue Price:	In respect of each nominal amount of Notes equal to the Calculation Amount, 149.486400% per cent of the Calculation Amount
6	(i) Specified Denominations:	IDR 2,000,000,000 and integral multiples of IDR 1,000,000 in excess thereof up to and including IDR 3,999,000,000. No Notes in a definitive form will be issued with a denomination above 3,999,000,000
	(ii) Calculation Amount:	IDR 1,000,000
	(iii) Unit:	Not Applicable
7	(i) Issue Date:	30 January 2013
	(ii) Interest Commencement Date:	Not Applicable
8	Maturity Date:	2 Business Days after the Reference Obligation Final Redemption Date, subject to the Provisions relating to Redemption specified below.
9	Interest Basis:	Other – Each nominal amount of Notes equal to the Calculation Amount bears interest comprising the Interest Amount, payable on each Interest Payment Date as provided in the Schedule hereto.
		Please see the Schedule annexed hereto for further details.
10	Redemption/Payment Basis:	Credit Linked Redemption. Further particulars specified below.
11	Change of Interest Basis or Redemption/Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	(iii) Status of the Notes:	Senior
	(iv) Board approval for issuance of Notes obtained:	Not Applicable
14	Method of distribution:	Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15	Fixed Rate Note Provisions:	Not Applicable
16	Floating Rate Note Provisions:	Not Applicable
17	Zero Coupon Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION AND PRO RATA REDUCTION

18	Issuer Call:	Not Applicable
19	Investor Put:	Not Applicable
20	Early Redemption Amount:	
	(i) Early Redemption Amount of each Note payable on redemption for taxation reasons or on an event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e)):	IDR 1,000,000 per Calculation Amount
	(ii) If Notes redeemed following a Tax Event (Condition 6(b)) whether redemption may occur at any time or on an Interest Payment Date:	At any time
	(iii) Adjustment for Hedging Costs:	Applicable
21	Credit Linked Notes:	Applicable
		July 2009 Supplement: Not Applicable
	(i) Final Redemption Amount:	With respect to each nominal amount of Notes equal to the Calculation Amount, an amount in USD calculated by the Calculation Agent equal to such Notes' pro rata share of the quotient of (i) the Reference Asset Redemption Amount (as numerator) and (ii) the Spot Rate (as denominator), subject to adjustment downward for any Hedging Costs and further subject to adjustment for any Adjustment Amount, provided that: <ol style="list-style-type: none"> (1) if the Conditions to Settlement are satisfied during the Notice Delivery Period, each Note will be redeemed by payment of the Credit Event Redemption Amount (if any), or in accordance with Alternate Settlement if Inconvertibility/Non-Transferability is a Credit Event described in the Credit Event Notice, as the case may be, subject to adjustment for Hedging Costs and further adjusted for any Adjustment Amount; or (2) if there is a redemption of the Notes for tax reasons at any time in accordance with Condition 6(b) of the Notes (Redemption for Tax Reasons) or an event of default under Condition 9 of the Notes (Events of Default), the Early Redemption Amount in respect of such Notes will be IDR 1,000,000 divided by Initial Spot Rate per Calculation Amount, subject to adjustment for Hedging Costs.
	(ii) Trade Date:	18 January 2013
	(iii) First-to-Default:	Not Applicable
	(iv) Reference Entities comprising the Reference Portfolio:	Not Applicable

(v)	Reference Entity:	Republic of Indonesia
(vi)	Reference Obligation(s):	<p>Issuer / Borrower : Republic of Indonesia</p> <p>Interest : 10.50% per annum</p> <p>Payment Dates : 15 February and 15 August in each year</p> <p>Maturity Date : 15 August 2030</p> <p>ISIN : IDG000009002</p> <p>The Issuer may, but shall not be obliged to, hold the Reference Obligation.</p>
(vii)	All Guarantees:	Applicable
(viii)	Credit Events:	<p>The occurrence, as determined by the Calculation Agent, of any of the following events:</p> <p>Failure to Pay</p> <p>Grace Period Extension: Applicable</p> <p>Grace Period: 30 Business Days</p> <p>Obligation Acceleration</p> <p>Obligation Default</p> <p>Repudiation / Moratorium</p> <p>Restructuring</p> <p>Restructuring Maturity Limitation and Fully Transferable Obligation : Not Applicable</p> <p>Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation : Not Applicable</p> <p>Partial Redemption Following Restructuring : Not Applicable</p> <p>Multiple Holder Obligation : Not Applicable</p> <p>Inconvertibility / Non-Transferability</p> <p>Hedging Disruption</p> <p>Other Events of Default</p>
	Default Requirement:	USD 10,000,000
	Payment Requirement:	USD 1,000,000
(ix)	Conditions to Settlement:	As provided in paragraph 15 of the Credit Terms in the Product Prospectus
		Notice of Publicly Available Information: Not Applicable
(x)	Obligation(s):	
	- Obligation Category:	Reference Obligations only
	- Obligation Characteristics:	None
	- Additional Obligations:	Not Applicable
(xi)	Excluded Obligations:	Not Applicable
(xii)	Settlement Method:	Cash Settlement

(xiii)	Adjustment for Hedging Costs:	Applicable
(xiv)	Fallback Settlement Method:	Not Applicable
(xv)	Partial Accrual of Interest upon Credit Event:	Not Applicable
(xvi)	No Accrual of Interest upon Credit Event:	Applicable. Each Note shall cease to bear interest from the Interest Payment Date (or, if none, the Issue Date) immediately preceding the Credit Event Determination Date, or if the Credit Event Determination Date is an Interest Payment Date, such Interest Payment Date.

Terms relating to Cash Settlement

Applicable, provided that if Inconvertibility/Non-Transferability is a Credit Event described in the Credit Event Notice, Alternate Settlement (described below) shall apply instead.

(xvii)	Credit Event Redemption Amount:	In respect of each nominal amount of Notes equal to the Calculation Amount, such Note's pro rata share of the USD Sale Proceeds.
(xviii)	Adjustment for Hedging Costs:	Applicable
(xix)	Credit Event Redemption Date:	The day that is 3 Business Days after Final Sale Date.
(xx)	Valuation Date:	Not Applicable
(xxi)	Valuation Time:	Not Applicable
(xxii)	Quotation Method:	Not Applicable
(xxiii)	Quotation Amount:	Not Applicable
(xxiv)	Minimum Quotation Amount:	Not Applicable
(xxv)	Dealers:	Not Applicable
(xxvi)	Quotations:	Not Applicable
(xxvii)	Valuation Method:	Not Applicable
(xxviii)	Other terms or special conditions:	Not Applicable

Terms relating to Physical Delivery

(xxix)	Physical Settlement Period:	Not Applicable
(xxx)	Asset Amount:	Not Applicable
(xxxi)	Adjustment for Hedging Costs:	Not Applicable
(xxxii)	Settlement Currency:	Not Applicable
(xxxiii)	Deliverable Obligations:	Not Applicable
	Deliverable Obligation Category:	Not Applicable

	Deliverable Obligation Characteristics:	Not Applicable
	Additional Deliverable Obligation(s):	Not Applicable
	Interpretation of Provisions: (see paragraph (B) of the definition of "Deliverable Obligations")	Not Applicable
(xxxiv)	Excluded Deliverable Obligation(s):	Not Applicable
(xxxv)	Indicative Quotations:	Not Applicable
(xxxvi)	Partial Cash Settlement of Consent Required Loans:	Not Applicable
(xxxvii)	Partial Cash Settlement of Assignable Loans:	Not Applicable
(xxxviii)	Adjustment for Hedging Costs in the event of a Partial Cash Settlement:	Not Applicable
(xxxix)	Cut-Off Date:	Not Applicable
(xl)	Delivery provisions for Asset Amount (including details of the party making such delivery) if different from Terms and Conditions:	Not Applicable
(xli)	Other terms or special conditions:	Not Applicable
22	Force Majeure Events:	Applicable

PAYMENTS

23	Financial Centre(s) (Condition 5) or other special provisions relating to Payment Dates:	Not Applicable
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GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Form of Notes:	Registered Notes: Regulation S Global Notes exchangeable for Definitive Registered Notes upon an Exchange Event
25	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	Not Applicable
26	Details relating to Instalment Notes:	
	- Instalment Amount(s):	Not Applicable
	- Instalment Date(s):	Not Applicable
27	Calculation Agent:	Standard Chartered Bank of 1 Basinghall Avenue, London EC2V 5DD, United Kingdom
28	Business Centre(s):	New York, London, Singapore and Jakarta
29	Redenomination:	Not Applicable
30	Notices to the Issuer:	Not Applicable

31	Other Final Terms or special conditions:	Please see the Schedule annexed hereto.
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DISTRIBUTION

32	Names and addresses of any Managers:	Not Applicable
33	Date of Purchase Agreement:	Not Applicable
34	Stabilising Manager (if any):	Not Applicable
35	Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:	Not Applicable
36	Additional selling restrictions:	Not Applicable

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:

Duly authorised

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of, and listed on the Official List of, the Luxembourg Stock Exchange
- Further documentation will be provided for listing at a later stage. Please **do not** list using this set of Final Terms.
- (ii) Estimate of total expenses related to admission to trading: To be confirmed

2. RATINGS

Ratings: Not Applicable

3. ISSUE SPECIFIC RISK FACTORS

- Market Risk:** The Notes carry risks not associated with ordinary bank deposits or conventional debt securities and are generally not a suitable substitute for ordinary savings or time deposits in the deposit currency. The return on the Notes will be dependent, to at least some extent, on movements in the relevant underlying such as currency exchange rate, interest rates and market indices. At times such rates may rise or fall rapidly.
- Creditworthiness of Issuer:** The Notes constitute direct, unconditional, unsecured and unsubordinated general obligations of the Issuer. The Noteholders will be exposed to the general credit risk of the Issuer, including the risk that the Issuer were to become insolvent or defaults on its obligations (including payment obligations) under the Notes.
- Country Risk:** By seeking exposure to the Reference Entity and/or Reference Obligation through an investment in the Notes, an investor may also be exposed to the market risks of the country or countries in which the Reference Entity and/or Reference Obligation is linked. Whilst the existing market condition and regulatory framework may be conducive for an investment linked to such a country or countries, such investments may be sensitive to any significant (i) changes in market conditions, political, social or economic policy, or (ii) changes in laws and regulations, in such a country or countries. No assurance is given that country's or countries' government's future control of currency conversion, free transfer of monies and securities, and movements in exchange rates may or may not affect the performance of, or returns under, the Notes.

Liquidity Risk:	<p>The Notes may have no or limited liquidity, and any secondary market for the Notes will at all times be subject to prevailing market conditions. It is not possible to predict the price at which Notes would trade in any secondary market or whether such market will be liquid or illiquid.</p> <p>The Reference Asset may have no or limited liquidity and any secondary market for the Reference Asset will at all times be subject to prevailing market conditions. It is not possible to predict the price at which the Reference Asset would trade in any secondary market or whether such market will be liquid or illiquid. Accordingly in the worst case scenario, if the Issuer is unable to get any firm bid quotes for the Reference Asset during the Sale Period or if no sale of the Reference Asset can be effected during the Sale Period following the occurrence of a Credit Event, the Credit Event Redemption Amount will be zero.</p>
Early Redemption Risk:	<p>Prior to maturity, the value of the Notes is based on various market factors such as the level of the underlying, interest rates, volatility and time remaining until maturity. If the Noteholder sells the Notes in any secondary market prior to maturity, the Noteholder may receive less than the initial investment amount.</p> <p>At maturity, the Notes will redeem at the Final Redemption Amount (as described below) unless the Notes are redeemed earlier either due to any Credit Event (as described below)/Force Majeure Event, Tax Event (as defined in the Conditions) or due to an Event of Default (as defined in the Conditions), as supplemented by the terms described in this document, if applicable.</p>
Event Risk:	<p>There may be adjustments to the terms of the Notes due to events such as market disruption, mergers, trading suspension, nationalisation, insolvency and changes in taxation law.</p> <p>The Notes are subject to early redemption in certain circumstances, such as illegality, impossibility, force majeure and the occurrence of a disruption event, as more particularly set out in the Final Terms or the Product Prospectus. This will be determined in accordance with the terms of the Notes which are described in the Final Terms or the Product Prospectus and the Notes may be repaid for less than 100% of the initial investment amount.</p>
Potential Conflicts of Interest:	<p>One or more of the affiliates of the Issuer may have conflicts of interest with respect to the Notes. These affiliates may engage in trading, including trading for hedging purposes, for their proprietary accounts or for other accounts under their management, in the Notes. These trading activities could adversely affect the value of the Notes. Potential conflicts of interest may also exist in the structure and operation of the strategy and the course of the normal business activities of the Issuer any of its affiliates or subsidiaries or their respective directors, officers, employees, representatives, delegates or agents of their normal business activities.</p> <p>The Issuer may, at the date hereof or at any time hereafter, be in possession of information in relation to Federal Republic of Indonesiathat is or may be material in the context of the Notes and may or may not be publicly available to the Noteholders. There is no obligation on the Issuer to disclose to the Noteholders any such information.</p>
Principal At Risk:	<p>The principal amount of the Noteholder's investment in the Notes is not protected or guaranteed and the Noteholder may receive less than the amount it had invested. Accordingly, the Noteholder may lose some or all of its initial investment in the Notes.</p>

Foreign Exchange Risk:	The Notes are subject to fluctuations in exchange rates that could have an adverse effect on the value of, price of, or income derived from, the investment. When investing in the Notes, the Noteholder should be aware of the risk of exchange rate fluctuations that may cause a loss of principal.
Taxation Risk:	Potential purchasers should consult their own tax and accounting advisers before agreeing or deciding to purchase the Notes. The Issuer, its affiliates, employees or agents make no representation as to the appropriate characterization or tax treatment of the Notes and the accounting for balance sheet thereof by any relevant tax authority, regulatory or accounting body. Each Noteholder will assume and be solely responsible for any and all taxes that may be applicable to any payment made to the Noteholder in respect of the Notes.
Volatility:	The Notes are volatile instruments. Volatility refers to the degree of unpredictable change over time of a certain variable such as the price, performance or investment return of a financial asset or instrument. Volatility does not imply direction of the price or investment returns. An instrument that is volatile is likely to increase or decrease in value more often and/or to a greater extent than one that is not volatile.
Taxation Risk:	Potential purchasers should consult their own tax and accounting advisers before agreeing or deciding to purchase the Notes. The Issuer, its affiliates, employees or agents make no representation as to the appropriate characterization or tax treatment of the Notes and the accounting for balance sheet thereof by any relevant tax authority, regulatory or accounting body. Each Noteholder will assume and be solely responsible for any and all taxes that may be applicable to any payment made to the Noteholder in respect of the Notes.
Definitive Notes:	In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of IDR 2,000,000,000 that are not integral multiples of IDR 2,000,000,000. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may 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 its holding amounts to a Specified Denomination.

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

So far as the Issuer is aware, no person involved in the issue of the Credit Linked Notes has an interest material to the offer.

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Reasons for the offer	See "Use of Proceeds" wording in the Notes Base Prospectus
(ii) Estimated net proceeds:	Not Applicable
(iii) Estimated total expenses:	Not Applicable

6. YIELD (Fixed Rate Notes only)

Indication of yield:	Not Applicable
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7. HISTORIC INTEREST RATES (Floating Rate Notes only)

Not Applicable

8. PERFORMANCE OF THE REFERENCE ENTITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE REFERENCE ENTITY (Credit Linked Notes Only)

The Issuer does not intend to provide post-issuance information

9. OPERATIONAL INFORMATION

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| (i) ISIN Code: | XS0880257760 |
| (ii) Common Code: | 088025776 |
| (iii) 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 |
| (iv) Delivery: | Delivery against payment |
| (v) Names and addresses of initial Paying Agent(s): | Deutsche Bank AG,
Winchester House,
1 Great Winchester Street,
London, EC2N 2DB
United Kingdom |
| (vi) Names and addresses of additional Paying Agent(s) (if any): | Not Applicable |
| (vii) Names and address of Registrar (which shall be a Relevant Agent where the context requires): | Not Applicable |

By agreeing to purchase the Notes, the Purchaser hereby represents, warrants and acknowledges that:

- (a) it has sufficient knowledge, experience and professional advice to make and has made and will continue to make its own legal, tax, accounting and other business evaluations of the merits and risks of investment in the Notes and is not relying on the views or the advice of, or any information with respect to the Reference Entity or the Reference Obligation provided by, the Issuer or any manager/dealer;
- (b) it has full legal power and authority to purchase the Notes in its own name, as discretionary manager for and on behalf of its clients and such clients have duly authorized and empowered the Purchaser to purchase the Notes for their account ;
- (c) the purchase of the Notes does not violate or conflict with any law applicable to it, any provision of its constituting documents, any order of any court or other governmental agency applicable to it, or any contractual restriction binding on it or affecting its assets;
- (d) any governmental and other approvals that it is required to obtain for the purchasing of the Notes have been obtained and are in full force and effect and that any conditions to any such approval have been complied with;
- (e) it is solely responsible for making its own independent appraisal of the Reference Entity;
- (f) it has not relied and will not rely upon the Issuer to provide any information relating to the business, financial condition or creditworthiness of the Reference Entity;
- (g) the Issuer may accept deposits from, extend credit to and otherwise enter into banking transactions with the Reference Entity;
- (h) the Issuer may be in possession of information in relation to the Reference Entity that may be material in the context of the Notes but shall be under no obligation to disclose such information to any purchaser of the Notes;
- (i) the terms of the Notes are binding upon it, irrespective of the existence or the amount of the Issuer's or any person's exposure to the Reference Entity, and the Issuer need not suffer any loss or provide evidence of any loss as a result of the occurrence of a Credit Event;
- (j) it is purchasing the Notes as discretionary manager in the capacity as agent for and on behalf and for the benefit of its clients and no other person other than such clients shall have an interest in the Notes;;
- (k) it will not have voting rights or any other rights or any direct economic or other interest in, or beneficial ownership of the Reference Assets;
- (l) it will comply with the applicable selling restrictions shall indemnify the Issuer against any claims brought against the Issuer in respect of any non-compliance with such selling restrictions; and .
- (m) It is responsible for ensuring that the Notes are suitable and appropriate investments for its clients, in accordance with such investment mandates as it may have agreed with such clients.

In the event that the Purchaser is on-selling the Notes to another party, it hereby represents and warrants that:

- (a) the product is suitable for any proposed purchaser ("**Secondary Purchaser**") to whom it is seeking to on-sell the Notes;
- (b) it will comply with all applicable laws, rules and regulations in respect of any on-sale of the Notes; and
- (c) it shall not knowingly or negligently make any misleading or inaccurate representations of its own accord to any Secondary Purchaser in relation to the Notes which may directly result in a mis-selling claim being made against the Issuer by the Secondary Purchaser in respect of its purchase of the Notes.
- (d) The Secondary Purchaser will not be domiciled in the Reference Jurisdiction.

SCHEDULE

1. DEFINITIONS

For the purposes of this document:

"Adjustment Amount" means any amount arising from the imposition of any taxes on the conversion of the Reference Asset Coupon Amount, the Reference Asset Redemption Amount or such other Local Currency amount which needs to be converted into USD under the terms of the Notes into USD.

"Final Sale Date" means the day that is ten Business Days from the Credit Event Determination Date.

"Hedging Disruption" means the determination by the Calculation Agent that the Issuer or any Affiliate is unable for any reason whatsoever, after using commercially reasonable efforts, to (A) acquire, establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Inconvertibility/Non-Transferability" means the determination by the Calculation Agent of:

- (A) the occurrence of any event that hinders, limits or restricts (including without limitation by way of delay, increased costs, discriminatory rates of exchange or regulatory intervention in the relevant legal exchange markets whether in the Reference Jurisdiction or otherwise):
 - (1) (a) the manner in which the Local Currency may be converted into USD through any customary legal channel in the Reference Jurisdiction; or (b) the availability of USD through any customary legal channel in the Reference Jurisdiction; or (c) the free exchange of the Local Currency into USD (whether for an exchange of the full or partial Local Currency amount for which the Issuer would need to convert into USD to fulfill its obligations under the Notes) in the Reference Jurisdiction; or
 - (2) the manner in which (a) USD may be delivered (i) between or to accounts inside the Reference Jurisdiction or (ii) from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or to a party that is non-resident of the Reference Jurisdiction; and/or
- (B) the unavailability of USD in any legal exchange market in the Reference Jurisdiction in accordance with normal commercial practice.

"Initial Spot Rate" means 9825 (expressed as the amount of Local Currency per one USD).

"Interest Amount" means, in respect of an Interest Payment Date and in respect of each nominal amount of Notes equal to the Calculation Amount, an amount in USD calculated by the Calculation Agent equal to such Note's pro rata share of the quotient of (i) the Reference Asset Coupon Amount in respect of the Reference Asset Coupon Amount Payment Date immediately preceding such Interest Payment Date (as numerator) and (ii) the Spot Rate (as denominator), subject to adjustment for any Adjustment Amount.

"Interest Payment Date" means each day falling two Business Days immediately following each Reference Asset Coupon Amount Payment Date.

"Local Currency" or **"IDR"** (*Indonesian Rupiah*) means the lawful currency of the Reference Jurisdiction.

"Local Currency Sale Proceeds" means an amount in Local Currency equal to the sale proceeds of the Reference Assets that would be realised by the Issuer (after deduction of any costs, losses or expenses incurred by the Issuer in connection with the sale) for the sale of the Reference Assets during the Sale Period. The Issuer would effect such sale by seeking firm bid quotations for the Reference Assets from at least 4 leading dealers in the Local Currency bond market on each Business Day during the Sale Period. If the Issuer is unable to get any firm bid quotes for the Reference Assets during the Sale Period, or if no sale of the Reference Assets has been or can be effected during the Sale Period, the Local Currency Sale Proceeds shall be deemed to be zero. No interest shall accrue or be payable by the Issuer to the Noteholders as a result of any delay in connection with the sale, or with respect to the Sale Period (or any part thereof).

"Other Events of Default" means the determination by the Calculation Agent of the occurrence at any time of a default, event of default or other similar condition or event (however occurring or described) in respect of the Reference Entity under the Reference Obligation Terms.

"Reference Assets" means Reference Obligations with an aggregate nominal amount of IDR 50,000,000,000

"Reference Asset Coupon Amount" means, in respect of a Reference Asset Coupon Amount Payment Date, an amount in the Local Currency calculated by the Calculation Agent equal to the net cash amount (after the deduction of any costs, taxes, duties, or governmental charges whether such costs, taxes, duties, or governmental charges were imposed before, on or after the Trade Date, including but not limited to withholding taxes) that would be received by a Reference Obligation Holder in respect of interest on such date.

"Reference Asset Coupon Amount Conversion Date" means, for the purpose of determining an Interest Amount, the Reference Asset Coupon Amount Payment Date immediately preceding the Interest Payment Date for such Interest Amount.

"Reference Asset Coupon Amount Payment Date" means each interest payment date as provided for in the Reference Obligation Terms.

"Reference Asset Redemption Amount" means an amount in the Local Currency calculated by the Calculation Agent equal to the net amount (after the deduction of any costs taxes, duties or government charges whether such costs, taxes, duties, or governmental charges were imposed before, on or after the Trade Date, including but not limited to withholding taxes) of any principal payments that would be received by a Reference Obligation Holder in respect of a redemption of the Reference Assets on the Reference Obligation Final Redemption Date.

"Reference Jurisdiction" means Republic of Indonesia .

"Reference Obligation Final Redemption Date" means the final maturity date of the Reference Obligation.

"Reference Obligation Holder" means a notional broker/dealer which (i) holds the Reference Assets, with an intention to hold them to maturity and (ii) is domiciled and subject to taxation and the same securities law and regulations in the jurisdiction where Standard Chartered Bank or any of its affiliates may hold the Reference Obligation.

"Reference Obligation Terms" means the terms and conditions of the Reference Obligation as amended and/or supplemented from time to time.

"Sale Period" means the period from but excluding the Credit Event Determination Date to but excluding the Final Sale Date.

"Spot Rate" means the Local Currency/USD spot rate of exchange (expressed as the number of Local Currency (or part thereof) for which USD1 can be converted) at which the Issuer, acting in good faith and in a commercially reasonable manner, is able to sell the (i) Reference Asset Coupon Amount, (ii) Reference Asset Redemption Amount, (iii) Local Currency Sale Proceeds or (iv) such other Local Currency amount which needs to be converted into USD under the terms of the Notes, for USD payable outside the jurisdiction of the Reference Entity.

"USD Sale Proceeds" means An amount in USD calculated by the Calculation Agent equal to the quotient of (i) Local Currency Sale Proceeds (as numerator) and (ii) the Spot Rate (as denominator), and adjusted downward to take into account any Hedging Costs and Adjustment Amount (as defined in the Schedule) (if any, and to the extent of such losses, expenses and costs).

2. AMENDMENTS TO THE TERMS AND CONDITIONS

- (A) Conditions 4(a) to (c) (Interest) shall be deleted in its entirety and replaced with the following:

“Each Note bears interest comprising the Interest Amount payable on each Interest Payment Date.”

- (B) The words “together (if appropriate) with interest accrued to (but excluding) the date of redemption” appearing in the second paragraph of Condition 6(b) (Redemption for Tax Reasons) shall be deleted and replaced with the following “and no Interest Amount will be payable on any Interest Payment Date falling after the Interest Payment Date immediately preceding the date fixed for redemption (or if none the Issue Date) unless the date fixed for redemption is an Interest Payment Date, in which case no Interest Amount will be payable after such date”.

- (C) The words “together with accrued interest (if any) to the date of payment” appearing in the second last line of the last paragraph of Condition 9 (Events of Default) shall be deleted and replaced with the following “no Interest Amount will be payable on any Interest Payment Date falling after the Interest Payment Date immediately preceding the date fixed for redemption (or if none the Issue Date) unless the date fixed for redemption is an Interest Payment Date, in which case no Interest Amount will be payable after such date”.

- (D) Paragraph 3(i)(b) of the Credit Terms (Repudiation/Moratorium Extension) shall be deleted and the following substituted therefor:

“(b) the Issuer shall be obliged to pay Interest Amount as provided herein in respect of the final Interest Payment Date but shall only be obliged to make such payment of Interest Amount on the third Business Day following the Repudiation/Moratorium Evaluation Date and no further or other amount in respect of Interest Amount shall be payable and no additional amount shall be payable in respect of such delay; and”.

- (E) Paragraph 4(i)(b) of the Credit Terms (Grace Period Extension) shall be deleted and the following substituted therefor:

“(b) the Issuer shall be obliged to pay Interest Amount as provided herein in respect of the final Interest Payment Date but shall only be obliged to make such payment of Interest Amount on the third Business Day following the Grace Period Extension Date and no further or other amount in respect of Interest Amount shall be payable and no additional amount shall be payable in respect of such delay; and”.

- (F) Paragraph 5(i)(b) of the Credit Terms (Deferral of Maturity Date) shall be deleted and following substituted therefor:

"(b) the Issuer shall be obliged to pay Interest Amount as provided herein in respect of the final Interest Payment Date but shall only be obliged to make such payment of Interest Amount on the Deferred Maturity Date and no further or other amount in respect of Interest Amount shall be payable and no additional amount shall be payable in respect of such delay; and"

3. ALTERNATE SETTLEMENT

If Inconvertibility/Non-Transferability is a Credit Event described in the Credit Event Notice, notwithstanding anything in paragraph 1 of the Credit Terms, in respect of each nominal amount of Notes equal to the Calculation Amount, the Issuer will deliver (or caused to be delivered) such Note's pro rata share of the Local Currency Sale Proceeds to a Local Currency account as the Noteholder may specify (within 5 Business Days of the Credit Event Determination Date) on the Final Sale Date subject to adjustment downward for Hedging Costs. If the Issuer is unable to procure such delivery in a commercially reasonable manner, the Issuer shall use reasonable efforts to realize value for such Note's pro rata share of the Local Currency Sale Proceeds subject to adjustment downward for Hedging Costs in such a way that such value can be transferred to the Noteholder (or such other entity that the Noteholder may specify and is acceptable to the Issuer in its reasonable discretion) as soon as possible after the Final Sale Date provided that if delivery of each Note's pro rata share of the Local Currency Sale Proceeds (subject to adjustment downward for Hedging Costs) or delivery of the value in respect of each Note's pro rata share of the Local Currency Sale Proceeds (subject to adjustment downward for Hedging Costs) cannot be completed prior to the day that is 365 days after the Final Sale Date, the Issuer's obligations with respect to such payment and in respect of the Notes will be extinguished, and the Issuer shall have no other liability or obligation whatsoever in respect of the Notes.

4. CALCULATION AGENT

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Terms and Conditions and/or the Final Terms shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. Subject as expressly provided to the contrary in the Final Terms, in performing its duties pursuant to the Notes, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.