

EXCHANGE OF LETTERS

BETWEEN

THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN AND THE BANKING, FINANCE AND INSURANCE COMMISSION OF BELGIUM

As banking organizations licensed in Taiwan and Belgium have operations in their respective jurisdictions, the Financial Supervisory Commission ("FSC") and the Banking, Finance and Insurance Commission ("CBFA") have initiated talks in order to establish an arrangement for the sharing of supervisory information to facilitate the performance of their respective duties. Within this context, any reference to "banking organization" should be read as a reference to an undertaking incorporated in Taiwan or Belgium and licensed or supervised by the FSC or the CBFA, whose core business is to receive deposits or other repayable funds from the public and to grant credits for its account.

The arrangement to be established between the FSC and the CBFA and the sharing of information carried out pursuant to this arrangement will be based: (i) on the FSC's side, on the "Organic Act Governing the Establishment of the Financial Supervisory Commission, Executive Yuan", and other laws and regulations governing the supervision of financial services, financial products and financial markets; and (ii) on the CBFA's side, on the provisions of the Law of 22 March 1993 on the legal status and supervision of credit institutions, the law of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorism financing, the Law of 2 August 2002 on the supervision of the financial sector and on financial services, and other applicable Belgian laws and regulations regarding the supervision of financial services, products and institutions.

The arrangement to be established between the FSC and the CBFA would cover the following elements: (i) sharing of information; (ii) periodic meetings and ongoing contacts; (iii) on-site examinations and visits; (iv) confidentiality and use of information; and (v) cooperation on financial crime.

SHARING OF INFORMATION

1. The FSC will endeavour to inform the CBFA and provide relevant information regarding supervisory concerns that it may have in respect of :

- a. A Belgian banking organization or a Taiwan branch, agency, representative office (collectively, "Taiwan Branch") or subsidiary of a Belgian banking organization; and
 - b. A Belgian branch, representative office or subsidiary of a Taiwan banking organization.
2. The CBFA will endeavour to inform the FSC and provide relevant information regarding supervisory concerns that it may have in respect of :
 - a. A Taiwan banking organization or a Belgian branch, agency, representative office (collectively, "Belgian Branch") or subsidiary of a Taiwan banking organization; and
 - b. A Taiwan Branch, representative office or subsidiary of a Belgian banking organization.
 3. A supervisory concern as described herein will include concerns that arise from actions of affiliates or associates of the banking organization.
 4. When the FSC or the CBFA plans to take remedial action to address a supervisory concern, each authority will endeavour to inform the other authority prior to taking the appropriate action or, as circumstances dictate, as soon thereafter as practicable.
 5. In carrying out any of the provisions set out in paragraphs 1, 2 and 4 above, in the case of a Taiwan or Belgian banking organization facing serious financial difficulties that could have a material adverse impact on the operations of such banking organization in the host jurisdiction, the FSC and the CBFA recognize that close liaison between home and host authority would be mutually advantageous. The FSC and the CBFA will endeavour to communicate such information as would be appropriate in the particular circumstances, taking into account all relevant factors, including the status of efforts by the home jurisdiction authority to resolve the banking organization's difficulties and restore confidence in the banking organization.
 6. Upon written request to the FSC signed by an authorized official of the CBFA, the FSC may provide to the CBFA information contained in examination, inspection or other reports concerning Taiwan Branches or subsidiaries of Belgian banking organizations and any other confidential information regarding a Belgian banking organization or any

of its Taiwan Branches and subsidiaries in Taiwan that is obtained as part of the supervisory process. Such information would not normally include customer account information, unless required by the circumstances of the case.

7. Upon written request to the CBFA signed by an authorized official of the FSC, the CBFA may provide to the FSC information contained in examination, inspection or other reports concerning Belgian Branches or subsidiaries of Taiwan banking organizations and any other confidential information regarding a Taiwan banking organization or any of its Belgian Branches and subsidiaries in Belgium that is obtained as part of the supervisory process. Such information would not normally include customer account information, unless required by the circumstances of the case.
8. When the FSC and the CBFA perceive a need for expedited action, requests for information under paragraphs 6 and 7 may be initiated in any form, including orally, but such requests should be confirmed subsequently in writing. The FSC and the CBFA will endeavour to respond to such requests in a timely manner.
9. The FSC intends to provide to the CBFA, and the CBFA intends to provide to the FSC, either upon request or at such times as they may mutually agree (a) information as is reasonably required by the other to facilitate a determination whether a proposed branch or subsidiary meets or continues to meet the requirements for authorization and exercise of business activities; (b) information regarding the extent and nature of each authority's supervision on a consolidated basis of banking organizations with operations in the other jurisdiction; and (c) information concerning material changes in or developments with respect to each authority's supervisory regime.
10. The provision of, or request for, information under the above paragraphs may be denied (a) where compliance would require the FSC or the CBFA to act in a manner that would violate any applicable law or agreement entered into by the authority concerned; (b) where complying with the request is likely to result in a prejudice to sovereignty, security, public interest, interests of depositors or potential depositors, essential economic interests or public policy of the state of the requested authority; (c) where compliance with a request or provision of information would interfere with an ongoing investigation; or (d) where criminal proceedings have been initiated on the same facts against the same persons, or where a final decision to impose a sanction has been given

against such persons for the same facts, unless the requesting authority can demonstrate that the relief or sanctions sought in any proceedings initiated by the requesting authority would not be of the same nature or duplicative of any relief or sanctions obtained in the jurisdiction of the requested authority.

11. To the extent permitted by their national law and procedures, the authorities may provide each other with any relevant factual information which they believe to be helpful for the discharge of their respective functions (unsolicited information)
12. In the case of a Taiwan or Belgian banking organization facing serious financial difficulties that could have a material adverse impact on the foreign operations of such banking organization, and subject to final agreement at the time, the FSC and the CBFA expect that the home authority would coordinate the dissemination to other host authorities of whatever information the home authority judges appropriate, subject to the provisions of paragraphs 18 to 28 below.

PERIODIC MEETINGS AND ONGOING CONTACTS

13. Representatives of the FSC and the CBFA will endeavour to meet on a need basis to discuss general supervisory developments as well as issues concerning banking organizations which maintain operations in both Taiwan and Belgium. In addition, the FSC and the CBFA may promote their cooperation through visits to the other jurisdiction for informational purposes, by participation in each other's training programs and by exchange of staff. Every effort will be made to encourage continuous and informal contacts between the staff at the FSC and the CBFA.

ON-SITE EXAMINATIONS AND VISITS

14. The authorities agree that cooperation is particularly useful in assisting each other in carrying out on-site inspections of cross-border establishments. The CBFA may allow the FSC to carry out inspections of branches and subsidiaries of a Taiwan banking organization located in Belgium. In return, the FSC may allow the CBFA to carry out inspections of branches and subsidiaries of a Belgian banking organization located in Taiwan.
15. The FSC shall notify the CBFA of plans to examine or visit any Belgian Branch or subsidiary of a Taiwan banking organization located in Belgium and the CBFA shall

notify the FSC of plans to examine or visit any Taiwan Branch or subsidiary of a Belgian banking organization in Taiwan. The authority in the jurisdiction where such examinations or visits are to take place may inform the examining authority of any subject matter in which it has a particular concern or interest.

16. The FSC may, on an exceptional basis, ask the CBFA to conduct an examination of the Belgian Branch or banking subsidiary of a Taiwan banking organization and the CBFA may, on an exceptional basis, ask the FSC to conduct an examination of the Taiwan Branch or banking subsidiary of a Belgian banking organization. The supervisory responsibilities of the FSC and of the CBFA, as set out in their respective legislation, remain unaffected by the arrangements made under this paragraph. Any request made under this paragraph is subject to explicit endorsement by the requested authority. The FSC and the CBFA will endeavour, on a case-by-case basis, to establish the basis, conditions and terms upon which such examinations are to be conducted.
17. The host authority may accompany the home authority during an examination or visit of a branch or banking subsidiary in the host jurisdiction, subject to consideration and agreement by the relevant authority on a case-by-case basis.

CONFIDENTIALITY AND USE OF INFORMATION

18. Any confidential information shared pursuant to this letter is to be used only for lawful supervisory purposes.
19. The FSC shall treat as confidential all information received from the CBFA pursuant to this letter and shall not disclose such information to third parties other than after having obtained the prior consent from the CBFA. The latter authority may attach other conditions to the release of information, including that the third party recipient be bound to keep the information confidential.
20. The CBFA shall treat as confidential all information received from the FSC pursuant to this letter and shall not disclose such information to third parties other than after having obtained the prior consent from the FSC. The latter authority may attach other conditions to the release of information, including that the third party recipient be bound to keep the information confidential.

21. All documents provided by an authority will remain the property of the authority providing such information.
22. Subject to paragraphs 18 to 21 above, when an authority is legally compelled to disclose confidential information provided by the other authority, that authority will promptly notify the authority that provided the information and will cooperate in seeking to preserve the confidentiality of the information.
23. In case of such a legally enforceable demand, the authority compelled to disclose the information will assert such appropriate legal exemptions or privileges with respect to such information as may be available. The FSC and the CBFA recognise that inappropriate disclosure to and further use by third parties of information provided by the counterpart authority could harm the bilateral bonds of cooperation, and thus the national interests of each authority respectively. Therefore the provisions set out in paragraphs 18 to 27 will serve as a justifiable cause to oppose the communication of information, obtained under this Exchange of Letters, to third parties addressing a legally enforceable request.
24. The sharing of confidential information between the FSC and the CBFA is done in reliance on the foregoing assurances and shall not constitute a waiver of any legally cognizable privilege as to any person other than the FSC and the CBFA.
25. The FSC and the CBFA, in providing confidential written materials pursuant to this letter, should mark every page of the material provided with a legend reading substantially as follows:

“Confidential – provided pursuant to the FSC / CBFA Exchange of Letters”

COOPERATION ON FINANCIAL CRIME

26. The FSC and the CBFA agree to cooperate closely if they identify suspected financial crime in institutions referred to under paragraphs 1 and 2. For the purposes of this agreement, 'financial crimes' include, amongst others: money laundering, terrorism financing, and unauthorised banking business. The information received in the framework of this paragraph may be passed on to third agencies for regulatory, supervisory or law enforcement purposes, subject to the conditions set out above.

FINAL PROVISIONS

27. The FSC and CBFA agree on the possibility to extend this Exchange of Letters to the sharing of supervisory information related to other entities than institutions referred to in paragraphs 1 and 2 and that would fall under both their domestic competences. Such extension will be agreed upon by an Exchange of Letters.
28. The arrangement set out in this Exchange of Letters comes into effect from the date of acceptance of the arrangement by the FSC and the CBFA. It will remain in force subject to modification or termination by mutual consent of the FSC and the CBFA. If one of the Authorities considers that it can no longer cooperate in the framework of the present agreement, it will inform the other Authority accordingly in writing, within the best delays, while giving a notice of at least thirty days. In any event, however, the provisions under the heading "Confidentiality and Use of Information" are to continue in effect with respect to any information provided or actions taken pursuant to this Exchange of Letters notwithstanding the termination of the arrangement set out in this letter pursuant to this paragraph.

It is acknowledged that this letter is a statement of intent and does not create any legally binding obligations on either party. This letter, the response to it and the arrangement to be established between the FSC and the CBFA, are not intended to give rise to the right on the part of any person, entity or government authority, directly or indirectly, to obtain any information or to challenge the execution of a request for information executed between the FSC and the CBFA.

The Authorities acknowledge that each of them may make the integral text of this Memorandum of Understanding publicly available.

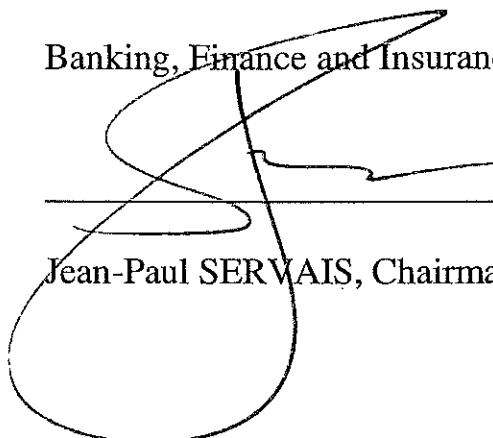
Financial Supervisory Commission, Taiwan:



Dated: 24/06/2009

Sean C. Chen, Chairman

Banking, Finance and Insurance Commission, Belgium:



Dated: 30/3/2009

Jean-Paul SERVAIS, Chairman