Organización Internacional de Comisiones de Valores

International Organization of Securities Commissions

Organisation internationale des commissions de valeurs

Organização Internacional das Comissões de Valores

Madrid, 16 October 2002

Ms. Jacqueline Hamra
COMMODITY FUTURES TRADING
COMMISSION
Three Lafayette Centre
1155, 21st Street, N.W.
Washington, D.C. 20581
UNITED STATES OF AMERICA

Subject: Application to become a signatory to the IOSCO MOU

Dear Ms. Hamra,

As a follow-up to your August 30, 2002 application to become a signatory to the IOSCO Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information (IOSCO MOU), it is my pleasure to inform you that - pursuant to the terms of Appendix B of the IOSCO MOU - a decision (copy attached) has been made to accept your application.

A copy of the IOSCO MOU is attached for your future reference along with two original copies of a signature form, which you should sign. One original copy of the signature form should be returned to me and will be kept in our files as part of Appendix A of the IOSCO MOU.

Sincerely yours,

Philippe Richard
Secretary General

PR/sv

Plaza de Carlos Trías Bertrán, 7 Planta 3ª, 28020 Madrid, España · Tel.: + 34 (91) 417 55 49 · Fax: + 34 (91) 555 93 68

MULTILATERAL MEMORANDUM OF UNDERSTANDING

CONCERNING CONSULTATION AND COOPERATION

AND THE EXCHANGE OF INFORMATION

INTERNATIONAL ORGANIZATION OF SECURITIES COMMISSIONS

MAY 2002

PURPOSE

The signatories to this IOSCO Multilateral Memorandum of Understanding:

Considering the increasing international activity in the securities and derivatives markets, and the corresponding need for mutual cooperation and consultation among IOSCO Members to ensure compliance with, and enforcement of, their securities and derivatives laws and regulations;

Considering the events of September 11, 2001, which underscore the importance of expanding cooperation among IOSCO Members;

Desiring to provide one another with the fullest mutual assistance possible to facilitate the performance of the functions with which they are entrusted within their respective jurisdictions to enforce or secure compliance with their laws and regulations as those terms are defined herein,

Have reached the following understanding:

DEFINITIONS

For the purposes of this IOSCO Multilateral Memorandum of Understanding:

1. "Authority" means those regulators listed in Appendix A, who, in accordance with the procedures set forth in Appendix B, have signed this Memorandum of Understanding.

2. "Requested Authority" means an Authority to whom a request for assistance is made under this Memorandum of Understanding.

3. "Requesting Authority" means an Authority making a request for assistance under this Memorandum of Understanding.

4. "Laws and Regulations" mean the provisions of the laws of the jurisdictions of the Authorities, the regulations promulgated thereunder, and other regulatory requirements that fall within the competence of the Authorities, concerning the following:

   a. insider dealing, market manipulation, misrepresentation of material information and other fraudulent or manipulative practices relating to securities and derivatives, including solicitation practices, handling of investor funds and customer orders;
   b. the registration, issuance, offer, or sale of securities and derivatives, and reporting requirements related thereto;
   c. market intermediaries, including investment and trading advisers who are required to be licensed or registered, collective investment schemes, brokers, dealers, and transfer agents; and
   d. markets, exchanges, and clearing and settlement entities.

5. "Person" means a natural or legal person, or unincorporated entity or association, including corporations and partnerships.

MUTUAL ASSISTANCE AND THE EXCHANGE OF INFORMATION

6. General Principles regarding Mutual Assistance and the Exchange of Information

(a) This Memorandum of Understanding sets forth the Authorities' intent with regard to mutual assistance and the exchange of information for the purpose of enforcing and securing compliance with the respective Laws and Regulations of the jurisdictions of the Authorities. The provisions of this Memorandum of Understanding are not intended to create legally binding obligations or supersede domestic laws.

(b) The Authorities represent that no domestic secrecy or blocking laws or regulations should prevent the collection or provision of the information set forth in 7(b) to the Requesting Authority.

(c) This Memorandum of Understanding does not authorize or prohibit an Authority from taking measures other than those identified herein to obtain information necessary to ensure enforcement of, or compliance with, the Laws and Regulations applicable in its jurisdiction.

(d) This Memorandum of Understanding does not confer upon any Person not an Authority, the right or ability, directly or indirectly to obtain, suppress or exclude any information or to challenge the execution of a request for assistance under this Memorandum of Understanding.

(e) The Authorities recognize the importance and desirability of providing mutual assistance and exchanging information for the purpose of enforcing, and securing compliance with, the Laws and Regulations applicable in their respective jurisdictions. A request for assistance may be denied by the Requested Authority:

(i) where the request would require the Requested Authority to act in a manner that would violate domestic law;

(ii) where a criminal proceeding has already been initiated in the jurisdiction of the Requested Authority based upon the same facts and against the same Persons, or the same Persons have already been the subject of final punitive sanctions on the same charges by the competent authorities of the jurisdiction of the Requested Authority, 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.

(iii) where the request is not made in accordance with the provisions of this Memorandum of Understanding; or

(iv) on grounds of public interest or essential national interest.

Where a request for assistance is denied, or where assistance is not available under domestic law, the Requested Authority will provide the reasons for not granting the assistance and consult pursuant to paragraph 12.

7. Scope of Assistance

(a) The Authorities will, within the framework of this Memorandum of Understanding, provide each other with the fullest assistance permissible to secure compliance with the respective Laws and Regulations of the Authorities.

(b) The assistance available under this Memorandum of Understanding includes, without limitation:

(i) providing information and documents held in the files of the Requested Authority regarding the matters set forth in the request for assistance;

(ii) obtaining information and documents regarding the matters set forth in the request for assistance, including:

- contemporaneous records sufficient to reconstruct all securities and derivatives transactions, including records of all funds and assets transferred into and out of bank and brokerage accounts relating to these transactions;
- records that identify: the beneficial owner and controller, and for each transaction, the account holder; the amount purchased or sold; the time of the transaction; the price of the transaction; and the individual and the bank or broker and brokerage house that handled the transaction; and
- information identifying persons who beneficially own or control non-natural Persons organized in the jurisdiction of the Requested Authority.

(iii) In accordance with Paragraph 9(d), taking or compelling a Person's statement, or, where permissible, testimony under

oath, regarding the matters set forth in the request for assistance.

(c) Assistance will not be denied based on the fact that the type of conduct under investigation would not be a violation of the Laws and Regulations of the Requested Authority.

8. Requests For Assistance

(a) Requests for assistance will be made in writing, in such form as may be agreed by IOSCO from time to time, and will be addressed to the Requested Authority's contact office listed in Appendix A.

(b) Requests for assistance will include the following:

(i) a description of the facts underlying the investigation that are the subject of the request, and the purpose for which the assistance is sought;

(ii) a description of the assistance sought by the Requesting Authority and why the information sought will be of assistance;

(iii) any information known to, or in the possession of, the Requesting Authority that might assist the Requested Authority in identifying either the Persons believed to possess the information or documents sought or the places where such information may be obtained;

(iv) an indication of any special precautions that should be taken in collecting the information due to investigatory considerations, including the sensitivity of the information; and

(v) the Laws and Regulations that may have been violated and that relate to the subject matter of the request.

(c) In urgent circumstances, requests for assistance may be effected by telephone or facsimile, provided such communication is confirmed through an original, signed document.

9. Execution of Requests for Assistance

(a) Information and documents held in the files of the Requested Authority will be provided to the Requesting Authority upon request.

(b) Upon request, the Requested Authority will require the production of documents identified in 7(b)(ii) from (i) any Person designated by the Requesting Authority, or (ii) any other Person who may possess the requested information or documents. Upon request, the Requested Authority will obtain other information relevant to the request.

(c) Upon request, the Requested Authority will seek responses to questions and/or a statement (or where permissible, testimony under oath) from any Person involved, directly or indirectly, in the activities that are the subject matter of the request for assistance or who is in possession of information that may assist in the execution of the request.

(d) Unless otherwise arranged by the Authorities, information and documents requested under this Memorandum of Understanding will be gathered in accordance with the procedures applicable in the jurisdiction of the Requested Authority and by persons designated by the Requested Authority. Where permissible under the Laws and Regulations of the jurisdiction of the Requested Authority, a representative of the Requesting Authority may be present at the taking of statements and testimony and may provide, to a designated representative of the Requested Authority, specific questions to be asked of any witness.

(e) In urgent circumstances, the response to requests for assistance may be effected by telephone or facsimile, provided such communication is confirmed through an original, signed document.

10. Permissible Uses of Information

(a) The Requesting Authority may use non-public information and non-public documents furnished in response to a request for assistance under this Memorandum of Understanding solely for:

(i) the purposes set forth in the request for assistance, including ensuring compliance with the Laws and Regulations related to the request; and

(ii) a purpose within the general framework of the use stated in the request for assistance, including conducting a civil or administrative enforcement proceeding, assisting in a self-regulatory organization's surveillance or enforcement activities (insofar as it is involved in the supervision of trading or conduct that is the subject of the request), assisting in a criminal prosecution, or conducting any investigation for any general charge applicable to the

violation of the provision specified in the request where such general charge pertains to a violation of the Laws and Regulations administered by the Requesting Authority. This use may include enforcement proceedings which are public.

(b) If a Requesting Authority intends to use information furnished under this Memorandum of Understanding for any purpose other than those stated in Paragraph 10(a), it must obtain the consent of the Requested Authority.

11. Confidentiality

(a) Each Authority will keep confidential requests made under this Memorandum of Understanding, the contents of such requests, and any matters arising under this Memorandum of Understanding, including consultations between or among the Authorities, and unsolicited assistance. After consultation with the Requesting Authority, the Requested Authority may disclose the fact that the Requesting Authority has made the request if such disclosure is required to carry out the request.

(b) The Requesting Authority will not disclose non-public documents and information received under this Memorandum of Understanding, except as contemplated by paragraph 10(a) or in response to a legally enforceable demand. In the event of a legally enforceable demand, the Requesting Authority will notify the Requested Authority prior to complying with the demand, and will assert such appropriate legal exemptions or privileges with respect to such information as may be available. The Requesting Authority will use its best efforts to protect the confidentiality of non-public documents and information received under this Memorandum of Understanding.

(c) Prior to providing information to a self-regulatory organization in accordance with paragraph 10(a)(ii), the Requesting Authority will ensure that the self-regulatory organization is able and will comply on an ongoing basis with the confidentiality provisions set forth in paragraphs 11(a) and (b) of this Memorandum of Understanding, and that the information will be used only in accordance with paragraph 10(a) of this Memorandum of Understanding, and will not be used for competitive advantage.

12. Consultation Regarding Mutual Assistance and the Exchange of Information

(a) The Authorities will consult periodically with each other regarding this Memorandum of Understanding about matters

of common concern with a view to improving its operation and resolving any issues that may arise. In particular, the Authorities will consult in the event of:

(i) a significant change in market or business conditions or in legislation where such change is relevant to the operation of this Memorandum of Understanding;

(ii) a demonstrated change in the willingness or ability of an Authority to meet the provisions of this Memorandum of Understanding; and

(iii) any other circumstance that makes it necessary or appropriate to consult, amend or extend this Memorandum of Understanding in order to achieve its purposes.

(b) The Requesting Authority and Requested Authority will consult with one another in matters relating to specific requests made pursuant to this Memorandum of Understanding (e.g., where a request may be denied, or if it appears that responding to a request will involve a substantial cost). These Authorities will define the terms herein in accordance with the relevant laws of the jurisdiction of the Requesting Authority unless such definition would require the Requested Authority to exceed its legal authority or otherwise be prohibited by the laws applicable in the jurisdiction of the Requested Authority. In such case, the Requesting and Requested Authorities will consult.

13. Unsolicited Assistance

Each Authority will make all reasonable efforts to provide, without prior request, the other Authorities with any information that it considers is likely to be of assistance to those other Authorities in securing compliance with Laws and Regulations applicable in their jurisdiction.

FINAL PROVISIONS

14. Additional Authorities

Additional IOSCO members may become Authorities under this Memorandum of Understanding in accordance with the procedures set forth in Appendix B. New Authorities may be added under this Memorandum of Understanding by signing Appendix A.

15. Effective Date

Cooperation in accordance with this Memorandum of Understanding will begin on the date of its signing by the Authorities. The Memorandum of Understanding will be effective as to additional Authorities as of the date of that Authority's signing of Appendix A.

16. Termination

(a) An Authority may terminate its participation in this Memorandum of Understanding at any time by giving at least 30 days prior written notice to each other Authority.

(b) If, in accordance with the procedures set forth in Appendix B, the Chairmen of the Technical, Emerging Markets and Executive Committees (the "Committee of Chairmen") determine, following notice and opportunity to be heard, that there has been a demonstrated change in the willingness or ability of an Authority to meet the provisions of this Memorandum of Understanding, as set forth in paragraph 12(a)(ii), the Committee of Chairmen may, after consultation with the Chairman of the relevant Regional Committee, terminate that Authority's participation in this Memorandum of Understanding, subject to a possible review by the Executive Committee.

(c) In the event that an Authority decides to terminate its participation in this Memorandum of Understanding, cooperation and assistance in accordance with this Memorandum of Understanding will continue until the expiration of 30 days after that Authority gives written notice to the other Authorities of its intention to discontinue cooperation and assistance hereunder. If any Authority gives a termination notice, cooperation and assistance in accordance with this Memorandum of Understanding will continue with respect to all requests for assistance that were made, or information provided, before the effective date of notification (as indicated in the notice but no earlier than the date the notice is sent) until the Requesting Authority terminates the matter for which assistance was requested.

(d) In the event of the termination of an Authority's participation in the Memorandum of Understanding, whether under the provisions of 16(a) or 16(b), information obtained under this Memorandum of Understanding will continue to be treated confidentially in the manner prescribed under Article 11 and cooperation under this Memorandum of Understanding will continue among the other Authorities.

APPENDIX A

List of Signatories

IOSCO MOU

APPENDIX A

Name of the Signatory:

Commodity Futures Trading Commission, United States of America

Name and Signature of the Authorized Representative:

James E. Newsome

Chairman James E. Newsome

Date of the Signature:

December 19, 2002

APPENDIX B

Procedures Under the Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information

I. Application to Become a Signatory to the MOU

(a) All governmental regulatory bodies that are Ordinary or Associate Members of IOSCO are eligible to apply to participate in the MOU at any time. Applications should be submitted to the IOSCO Secretary General.

(b) All applicants must provide a complete response to the questionnaire, which is included in Part IV of this Appendix B, and provide copies of their supporting laws, rules and regulations as indicated in the questionnaire. Responses should identify and explain the applicant's legal authority to meet the specific MOU provisions cited in the questionnaire, which are essential to mutual assistance and the exchange of information in order to successfully enforce securities and derivatives laws.

(c) Responses to the questionnaire will be verified by the Technical Committee's Standing Committee 4 and the Emerging Market Committee's Working Party 4 ("screening group"), with administrative support provided by the Secretary General. The screening group will establish verification teams that include members with substantial expertise in enforcement of securities and derivatives laws, as well as expertise in cross border information sharing. The screening group has discretion to invite other IOSCO members to participate in the verification teams.

(d) The verification of the questionnaire responses will be limited to verification that the responses accurately reflect the legal authority of members to comply with the specific MOU provisions cited in the questionnaire based on the laws, rules and regulations cited in the responses. Based on their review of the questionnaire responses, the verification teams will make specific recommendations to the screening body concerning the ability of the applicant to comply with each MOU provision cited in the questionnaire.

(e) The screening group will make recommendations concerning its verification of applicant responses to a decision making group. Prior to making any negative recommendation on an application, the screening group will notify the applicant in writing, identifying the specific MOU provisions for which the applicant lacks legal authority. The applicant will have an opportunity, upon request, to be heard by the screening group.

(f) The decision-making group will be comprised of the Chairmen of the Technical, Emerging Markets, and Executive Committees ("Committee of Chairmen"). Together, this group, after consultation with the Chairman of the relevant Regional Committee, will decide whether to accept or reject applications to become an MOU signatory based on the screening group's recommendations.

Prior to making any negative decision, the decision making group will notify the applicant in writing, identifying the specific MOU provisions for which the applicant lacks legal authority. The applicant will have an opportunity, upon request, to be heard by the decision-making group.

(g) Upon decision by the decision-making group of the applicant's legal authority to meet the MOU provisions cited in the questionnaire, as described in I(f) above, the applicant will be invited by IOSCO to be a signatory. Appendix A will contain the names and signatures of all Authorities to the MOU and will be maintained and updated by the IOSCO Secretary General. The responses of applicants that are so invited to be signatories will be posted on the IOSCO members-only website.

(h) Decisions of the Committee of Chairmen shall be made under the authority of the Executive Committee. However, an applicant dissatisfied with the decision of the Committee of Chairmen may, by written notice to the Secretary General, request that the decision be reviewed by the Executive Committee. Such request will be referred by the Secretary General to the next meeting of the Executive Committee to be held at least thirty days following receipt of the request and shall be accompanied by such material and be dealt with under such procedures as the Executive Committee may from time to time decide. The Executive Committee may confirm the original decision of the Committee of Chairmen or may substitute a new decision or otherwise deal with the request as it considers fit.

(i) An applicant notified of a negative decision pursuant to I(f) and I(h) above, may re-apply to become a signatory, in accordance with the procedures in Part II(e)-(g) below, once it obtains the legal authority that IOSCO has determined is lacking.

II. Commitment to Become a Signatory

(a) Members that do not have the legal authority to meet all the MOU provisions cited in the questionnaire, may nonetheless complete the questionnaire, and voluntarily express in their responses, where appropriate, that they are committed to seeking the legal authority necessary to enable them to do so.

(b) All completed questionnaires will be reviewed in the same manner set forth in I(c) and (d) above. Such review will be limited to verification that the laws, rules, and regulations submitted support the member's legal authority to meet the MOU provisions cited in the questionnaire.

(c) The screening group will notify the members in writing of the specific MOU provisions for which the member lacks legal authority.

(d) Members that complete the questionnaire as provided for in Part II(a) above or that receive notification of a negative decision as provided for in Part I(f) above, may express to IOSCO their commitment to obtain the legal authority to meet all the MOU provisions cited in the questionnaire. Such members will be listed in an attachment to this Appendix B. This list will be maintained and updated

by IOSCO's Secretary General. The responses of such members, with their consent, will be posted on the IOSCO members-only website.

(e) After obtaining the legal authority identified as lacking during the verification process, a member may apply to become a signatory to the MOU by: (1) submitting an updated response to the questionnaire identifying changes to the legal authority previously identified as lacking; and (2) confirming the continued accuracy of all other information previously submitted in response to the questionnaire.

(f) The legal authority submitted in accordance with II(e)(1) will be verified in accordance with the procedures referenced in I(c) to I(g).

(g) Upon verification of the legal authority submitted in accordance with II(e)(1), an applicant will be invited by IOSCO to be a signatory and to sign Appendix A of the MOU. The updated responses of such applicants will be posted on the IOSCO members-only website.

III. Monitoring of the Operation of the MOU

(a) In order to ensure the effective monitoring of the operation of the MOU, signatories will update as appropriate their responses posted on the IOSCO members-only website.

(b) The MOU provides, in paragraph 12(a), for periodic consultation about certain significant, enumerated matters of common concern to the MOU signatories with a view to improving operation of the MOU. Such consultations will be conducted by the MOU signatories ("monitoring group"), with administrative support provided by the Secretary General. The monitoring group may establish procedures, in consultation with the Executive Committee, to facilitate their periodic consultations. Such procedures will include written notice to signatories of the issues to be considered during consultations, and an opportunity to be heard and respond. The monitoring group may obtain the assistance of other IOSCO bodies in performing its consultation and recommendation functions.

(c) The monitoring group has discretion to consider and recommend a range of possible options to encourage compliance in the event that a signatory demonstrates a change in its willingness or ability to meet the standards of the MOU provisions. The options might include: Providing a period of time for the signatory to comply; full peer review of a signatory that may not be in compliance; public notice of non-compliance; suspension of a signatory from MOU participation; or termination from the MOU participation as provided in the MOU (section 16(b)).

(d) If further action is necessary as a result of such consultations, the consultation group will forward recommendations to a decision-making group comprised of the Chairman of the Technical, Emerging Markets and Executive Committees. The decision-making group will consider the signatory group's recommendations and, where appropriate, take action.

(e) If the IOSCO decision-making body determines, following notice and an opportunity to be heard, that there has been a demonstrated change in the willingness or ability of a signatory to meet the provisions of the MOU, as provided in paragraph 12(a)(ii) of the MOU, the decision-making body will notify the signatory of the determination and provide the signatory with a written explanation of the determination. The decision-making group will establish procedures to provide the signatory with an opportunity, upon request, to be heard and seek review of the determination. Upon a final determination, the decision-making body may take action to encourage the signatory's compliance with the MOU, or where appropriate, the decision-making body may terminate the signatory's participation in the MOU as provided in paragraph 16(b) of the MOU.

(f) Decisions of the decision-making body shall be made under the authority of the Executive Committee. In case of a decision of termination, an applicant dissatisfied with the decision of the decision-making body may, by written notice to the Secretary General, request that the decision be reviewed by the Executive Committee. Such request will be referred by the Secretary General to the next meeting of the Executive Committee to be held at least thirty days following receipt of the request and shall be accompanied by such material and be dealt with under such procedures as the Executive Committee may from time to time decide. The Executive Committee may confirm the original decision of the decision-making body or may substitute a new decision or otherwise deal with the request as it considers fit.

(g) Any decision involving an amendment to the MOU requires a unanimous recommendation from the signatories to the MOU.

IV. Questionnaire

GENERAL INSTRUCTIONS:

The responses and the accompanying material (including laws, rules and regulations) should be provided in one of the four official languages of IOSCO (English, French, Spanish or Portuguese).

The following questions ask for information indicating your ability to comply with the provisions of the IOSCO Multilateral Memorandum of Understanding cited below. Please provide a complete response to each question, and copies of the laws, rules and regulations that support each response.

Responses to the questionnaire should be sent to the IOSCO Secretary General.

Completed questionnaires will be reviewed by in a manner authorized by IOSCO.

QUESTIONS:

1. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that enable you, or a separate governmental body in your jurisdiction, to obtain:

   (a) contemporaneous records sufficient to reconstruct all securities and derivatives transactions, including records of all funds and assets transferred into and out of bank and brokerage accounts relating to those transactions; *(as required by Paragraph 7(b)(ii) of the MOU)*

   (b) records for securities and derivatives transactions that identify:
      (1) the client:
         i. name of the account holder; and
         ii. person authorized to transact business;
      (2) the amount purchased or sold;
      (3) the time of the transaction;
      (4) the price of the transaction; and
      (5) the individual and the bank or broker and brokerage house that handled the transaction.
      (as required by Paragraph 7(b)(ii) of the MOU)

   (c) information located in your jurisdiction identifying persons who beneficially own or control non-natural persons organized in your jurisdiction. *(as required by Paragraph 7(b)(ii) of the MOU)*

2. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that enable you, or a separate governmental body in your jurisdiction, to take or compel a person's statement, or, where permissible, testimony under oath. *(as required by Paragraph 7(b)(iii) of the MOU)*

3. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that enable you to provide to foreign authorities:

   (a) the information identified in 1(a) above;

   (b) the information identified in 1(b) above;

   (c) the information identified in 1(c) above;

   (d) the information obtained through the powers described in 2 above; and

   (e) information and documents held in your files. *(as required by Paragraph 7(b)(i) of the MOU)*

4. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that enable you to provide the information and documents referenced in 3 above to foreign authorities in response to requests concerning the following:

(a) insider dealing, market manipulation, misrepresentation of material information and other fraudulent or manipulative practices relating to securities and derivatives, including solicitation practices, handling of investor funds and customer orders;

(b) the registration, issuance, offer, or sale of securities and derivatives, and reporting requirements related thereto;

(c) market intermediaries, including investment and trading advisers who are required to be licensed or registered, collective investment schemes, brokers, dealers, and transfer agents; and

(d) markets, exchanges, and clearing and settlement entities.
(as required by Paragraph 7 of the MOU)

5. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that enable you to provide assistance referenced in 4 above to a foreign authority, regardless of whether you have an independent interest in the matter.
(as required by Paragraph 7 of the MOU)

6. Please identify and explain the general or specific provisions of your laws, rules and regulations (and provide copies of these provisions) that require maintenance of the following information and documents (including the period of time for which such information or documents are required to be maintained):

   (a) information identified in 1(a) above;

   (b) information identified in 1(b) above; and

   (c) information identified in 1(c) above.
   (as required by Paragraph 7 of the MOU)

7. Please identify and explain (and provide copies of) any domestic secrecy or blocking laws, rules and regulations that relate to the collection for, or provision to, foreign authorities of:

   (a) the information identified in 1(a) above;

   (b) the information identified in 1(b) above;

   (c) the information identified in 1(c) above;

   (d) the information identified in 2 above; and

   (e) the information identified in 3(e) above.
   (As required by Paragraph 6(b)of the MOU)

8. Please identify and explain (and provide copies of) any specific or general provisions of your laws, rules and regulations which restrict or limit the following uses by foreign authorities of information and documents identified above in 1(a)-(c), 2 and 3(e) provided by you:

   (a) for the purpose of ensuring compliance with (including investigation of potential violations of) laws and regulations related to:
      (1) 4(a) above;
      (2) 4(b) above;
      (3) 4(c) above; and
      (4) 4(d) above.

   (b) for the purpose of conducting a civil or administrative enforcement proceeding, assisting in a self-regulatory organization's surveillance or enforcement activities or assisting in a criminal prosecution.
   (As required by Paragraph 10(a) of the MOU).

9. Please identify and explain (and provide copies of) any general or specific provisions of your laws, rules and regulations that provide for the confidentiality of:

   (a) requests for assistance made to you by foreign authorities, the contents of such requests, and any matters arising under such requests, including consultations between or among the authorities, and unsolicited assistance; and
   (As required by Paragraph 11(a)of the MOU)

   (b) documents and information received from foreign authorities.
   (As required by Paragraph 11(b) of the MOU)

Attachment to Appendix B

List of members committed to becoming signatories to the IOSCO Multilateral Memorandum of Understanding concerning consultation and cooperation and the exchange of information.

APPENDIX C

FORM FOR DRAFTING REQUESTS FOR INFORMATION
This request is being made pursuant to the provisions of the IOSCO MOU concerning consultation and cooperation and the exchange of information.
Description of the facts underlying the investigation: ➢ *entities/individuals involved and whether regulated or not by the Requesting Authority* ➢ *type of scheme* ➢ *location of investors* ➢ *location of affected markets and whether regulated or not by the Requesting Authority* ➢ *timeframe of the suspected misconduct* ➢ *nature of the suspected misconduct* ➢ *location of assets* ➢ *chronology of relevant events*
Describe how the information requested will assist in developing the investigation.
Description of uses for which assistance is sought, if other than in accordance with the provisions of the MOU.
Description of the information needed or assistance sought (*e.g., account opening documents, periodic account statements, trade confirmations, etc.*).
Time period for which documents should be gathered.
Information useful for identifying the relevant documents (*e.g., account number, name, address, date of birth of account holder, names of entities believed to control the accounts*).
Information useful for identifying the individual(s) from whom statements are needed (*e.g., name, address, date of birth of individual, telephone number*).
Sources of information (*e.g., regulated individuals and entities, investors, knowledgeable insiders*).

Preferred form in which information should be gathered.
Indication of wish to participate in any interview.
Special precautions.
Dates of previous requests in this matter.
Laws and regulations: ➢ *provisions of the securities or derivatives laws that may have been violated* ➢ *brief description of the provisions* ➢ *explanation of how the activities being investigated may have constituted violations of such provisions*
Responsibility for administering and enforcing the securities or derivatives laws.
Desired time for a reply.
Preferred manner in which information is to be transmitted (*e.g., telephone, courier, e-mail, computer disk and format*).
Contact information : ➢ *name of contact* ➢ *telephone and fax numbers* ➢ *e-mail address*
Other relevant information.