

# 土耳其資本市場管理局與臺灣金融監督管理委員會資訊交換瞭解備忘錄

## 中文參考譯文

### 序言

土耳其資本市場管理局與臺灣金融監督管理委員會，體認到金融市場中日益增多之國際活動及官方管理機構間相互合作之需求，達成以下之了解：

### 簽約機構

1. 土耳其資本市場管理局(CMB)是一個擁有自我職權與責任的獨立法律個體受資本市場法所管轄。資本市場管理局在法律及相關法規之範圍內有管理，監督，及強化土耳其所有資本市場活動，機構及器具之責任。他有法定的調查權力，並有和其他國家管理者共同合作的來執行調查之能力。
2. 臺灣金融監督管理委員會(FSC)是臺灣唯一的金融管理者，依金融監督管理委員會組織法成立於 2004 年 7 月 1 日。金融監督管理委員會負責管理監督銀行，保險，證券，及期貨市場，並有從受銀行法，保險法，證券交易法，及期貨交易法管轄之金融機構或相似組織獲取事證之權力。

### 定義

3. 本備忘錄內容所稱，
  - “**主管機關**”指  
土耳其資本市場管理局以及；  
臺灣金融監督管理委員會；
  - “**受要求機關**”指  
在本備忘錄下接受要求之機關；
  - “**要求機關**”指  
在本備忘錄下做出要求之機關；
  - “**法律與規則**”指  
適用於土耳其與臺灣之金融界法律，規則，及其他監理要求之條款；

- **“證券”** 指  
股票，債券，其他型式之擔保債，期貨及衍生性商品與各自管轄權限下之其他金融商品；
- **“發行商”** 指  
發行或計畫發行任何證券之自然人或法人；
- **“受規範市場”** 指  
受主管機關認可，管理或監督之證券，衍生性商品及任何其他市場(不包含銀行及保險)；
- **“投資服務”** 指  
為自身利益或代表或為第三者利益在受規範市場執行證券交易；
- **“投資服務提供者”** 指  
在主管機關所在國之法律及規則規範下提供投資服務之投資公司，機構及任何被授權之個人。

#### 條文

4. 本備忘錄之目的是為保護投資者與藉由提供共同合作之架構，這其中包含溝通管道，增加相互了解，監理及技術資訊之交換，與調查協助，來促進市場之完整。
5. 本備忘錄提供主管機關相互合作之基礎，但並不具備國際法律義務，亦不修改或強制取代任何土耳其或臺灣之法律，規則，或監理要求。本備忘錄未為第三者設定權力，亦不影響其他備忘錄下之約定。
6. 本備忘錄條款之效力應與國內法律，規則，及各國之慣例一致。本備忘錄條款之效力不應與受要求機關之公眾利益相違背。
7. 在土耳其與臺灣法律及慣例所允許之範圍內，主管機關將適當地提供彼此資訊，此資訊包含可能違反或預期違反另一方法律之訊息。
8. 主管機關將適當地提供彼此資訊，即使被要求之資訊非關可能違反或預期違反另一方法律之訊息。要求機關為確保發展及維持公平、開放、有效率之市場可提出此類要求。
9. 主管機關相信加速核心資訊之分享應被視為緊急應變計畫或危機處理中之基本要素，在法律及慣例所允許之範圍內，各主管機關應對其管轄範圍內有可能危害另一方市場之事件有所警覺，並考慮通知相關主管機關該事件是否合適。

## **相互協助**

### **範圍**

10. 在各國法律所允許之範圍內，主管機關在本備忘錄之架構下會提供最完全的相互協助。這協助將加速規範市場中法律之落實及規則之適用。
11. 主管機關同意提供相互協助與交換資訊以助其發揮以下領域之功能：
  - (a) 關於證券之內線交易，市場操控，與其他欺詐及操控行為；
  - (b) 和證券發行、交易、及提供建議之相關法律、規定、規則之落實；
  - (c) 被授權從事上述商業行為之自然人或法人之適用性及正當性，並促進公平交易與完整之高標準；
  - (d) 證券發行者及提供者對揭露相關資訊於投資人之義務；
  - (e) 公司證券之利益揭露；
  - (f) 其他主管機關同意事項。

### **要求**

12. 要求應被記錄下並遞送至附錄 A. 所列被要求主管機關之連絡人員。緊急協助之要求及該要求之回應可以概要型式或其他有別於換文之通訊方式來進行，應確認此方式可於 10 個工作天得到回應。
13. 本備忘錄下可獲得的協助包含：
  - (a) 提供受要求主管機關之檔案資訊；
  - (b) 取得聲明；
  - (c) 從自然人及法人取得文件及資訊；
  - (d) 對投資服務提供者及受規範市場進行稽核或檢查。
14. 為加速協助之提供，要求協助之主管機關應詳述：
  - (a) 搜尋之資訊(包含人員之身份，要詢問之問題)；
  - (b) 搜尋此資訊之目的(就違返法律，規定，或規則之觀點而言，包含違返的法律，規定，或規則之詳細內容)；

- (c) 行為之述敘；
- (d) 任何人被懷疑持有資訊，及任何可獲得資訊之地點；
- (e) 要求主管機關之管理功能與特定法律或監理要求之連結；
- (f) 受要求資訊與特定法律或監理要求之關聯；
- (g) 持續揭露資訊是必要的；
- (h) 要求之緊急性及協助之時間必須被提供。

15. 在任何程序皆受觀察之前題下，本備忘錄並不影響主管機關從志願者取得資訊之能力。從志願者取得資訊之主管機關有必要時會通知另一方之主管機關其細節。
16. 主管機關同意在其管轄權未受侵害之事件上提供協助。

#### **要求之執行**

17. 受要求主管機關為滿足另一主管之要求會盡力取得資訊及聲明。這包含從相關之自然人及法人取得資訊。
18. 當主管機關提出要求，受要求主管機關會從直接或間接相關之人員取得聲明及其他證物。要求之主管機關可要求從特定人員取得聲明。
19. 受要求主管機關在其管轄權下以相同之調查方法及範圍或其他之程序取得人員聲明。
20. 在法律允許之範圍內，受要求主管機關會進行調查或對投資服務提供者，其管理人，代理人，受管理市場，或證券，期貨，及選擇權處理企業之書籍及記錄進行檢查。
21. 為避免不必要之延遲，受要求主管機關會提供部份已取得之資訊。
22. 為避免要求主管機關對所提供之資訊不滿足，其可要求對須澄清之議題取得額外之資訊。

23. 每個要求會以個案來處理並由受要求主管機關來決定在本備忘錄之條件下資訊是否可以被提供。在要求不能完全被接受之情況下，受要求主管機關會考慮是否其他相關之資訊或協助可以被提供。
24. 在決定是否接受或拒絕要求時，受要求主管機關會考慮下列幾點：
- (a) 受要求主管機關國家之法律，規定，或規則所明確說明之事件；
  - (b) 是否要求主管機關也會提供相同之協助；
  - (c) 是否此要求涉及不被要求主管機關所承認之管轄權聲明；
  - (d) 所提供之協助是否會違反公眾利益；
  - (e) 資訊之傳達是否為危害受要求主管機關之主權，安全或公眾政策；
  - (f) 是否關於相同事件之司法程序已經開始或司法判決已通過。

假使受要求主管機關在考慮此條文後，相信此要求和本備忘錄並不相符，會立即通知要求主管機關其拒絕之理由。

25. 在本備忘錄下對要求所提供之任何文件或其他物件應被歸還。
26. 在土耳其或臺灣之法律或規則所允許之範圍內，主管機關會合理地提供彼此任何相關之資訊。假如為滿足一要求之成本極大，受要求主管機關在本備忘錄同意給予協助之情況下，得對要求主管機關取得對成本之捐獻。

#### **所提供資訊之機密及允許使用**

27. 主管機關在執行和本備忘錄相關之監理功能的目的下提供彼此協助及資訊。在法律所允許之範圍下，各主管機關會進行保密；
- (a) 在本備忘錄下對資訊所做之任何要求；
  - (b) 任何在作業過程中所發生之事件；
  - (c) 在本備忘錄下所傳遞之任何資訊。
28. 在提供協助或資訊之主管機關未同意下，不得揭露此協助或資訊予第三者。

29. 本備忘錄下所提供之資訊僅可使用於要求所明訂之目的及包含；
- (a) 確保遵守或執行要求所明訂之法律或規則；
  - (b) 因下列進行或協助調查：
    - (i.) 市場監視；
    - (ii.) 因違反法律或規則所遭指控之調查；
    - (iii.) 和上述第四節相關之民事或行政訴訟；
  - (c) 對刑事訴訟之主體所進行之報告。
30. 要求主管機關欲利用資訊於非上述之目的，應先取得受要求主管機關之書面同意。假如受要求主管機關同意資訊使用於其他目的，其可設定特定條件。若受要求主管機關反對此資訊之使用，主管機關同意提供拒決之理由及在何種環境或條件下將允許資訊之使用。
31. 本備忘錄之機密條款不應防止主管機關通知其他法律執行或監理機關，因此通訊是必要的以盡遵守當地法律之義務。在此狀況下，要求主管機關應通知受要求主管機關並接受本備忘錄所載之機密要求會被實行。

#### **諮詢**

32. 主管機關會維持本備忘錄之運作並持續檢討商議以改進其運作與解決任何可能發生之問題。主管機關會諮詢另一主管機關，特別是當依據本備忘錄提出要求或計畫而被拒絕或反對時。
33. 主管機關可在任何時間作非正式之諮詢，針對所提要求，計畫提出之要求，或任何依本備忘錄第 10 及 11 點所提供之資訊。為尋求進一步之澄清，可要求額外之資訊。
34. 當法律，規則，或手續發生巨大改變而足以影響本備忘錄之運作時，主管機關可以諮詢並修改本備忘錄之條款。
35. 為增進合作，主管機關會定期進行對執行本備忘錄之諮詢及討論。

#### **聯絡窗口**

36. 雙方主管機關間之溝通應限於附錄 A 所列之聯絡窗口，除非有同意之其他方式。

#### **終止**

37. 本備忘錄簽定後永久有效，任一方得於三十天前提出書面通知予另一方以終止本備忘錄。若任一主管機關提出此終止通知，本備忘錄仍將有效直至所有於終止日前提出之要求皆為要求主管機關所停止，惟相關保密條款應永久有效。

#### **生效日**

38. 本備忘錄自雙方簽訂日生效。

39. 本備忘錄一式二份，均為英文文本。

**土耳其資本市場管理局**

**Doğan CANSIZLAR 主席**

(簽署)

**臺灣金融監督管理委員會**

**呂東英代理主任委員**

(簽署)

## 附錄 A

依據本備忘錄第 36 點要求主管機關之聯絡人員為：

**資本市場管理局，土耳其：**

Ms. Adalet DEMİRÇELİK  
Senior Officer  
Capital Markets Board  
Sermaye Piyasası Kurulu  
Eskişehir Yolu 8.km, No:156  
06530 Ankara  
Turkey  
Tel:(90-312) 292 84 75  
Fax: (90 312) 292 90 00  
E-mail: [adalet.demircelik@spk.gov.tr](mailto:adalet.demircelik@spk.gov.tr)

**金融監督管理委員會，臺灣**

李新穎  
代理處長  
金融監督管理委員會  
中華民國臺灣  
220 臺北縣板橋市縣民大道 2 段 7 號 18 樓  
電話: 886-2-8968-0890  
傳真: 886-2-8968-1162  
電子郵件: [andrea.lee@fscey.gov.tw](mailto:andrea.lee@fscey.gov.tw)



# 臺灣金融監督管理委員會與土耳其資本市場管理局資訊交換瞭解備忘錄

## 中文參考譯文

### 序言

臺灣金融監督管理委員會與土耳其資本市場管理局，體認到金融市場中日益增多之國際活動及官方管理機構間相互合作之需求，達成以下之了解：

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8. 主管機關將適當地提供彼此資訊，即使被要求之資訊非關可能違反或預期違反另一方法律之訊息。要求機關為確保發展及維持公平、開放、有效率之市場可提出此類要求。
9. 主管機關相信加速核心資訊之分享應被視為緊急應變計畫或危機處理中之基本要素，在法律及慣例所允許之範圍內，各主管機關應對其管轄範圍內有可能危害另一方市場之事件有所警覺，並考慮通知相關主管機關該事件是否合適。

## **相互協助**

### **範圍**

10. 在各國法律所允許之範圍內，主管機關在本備忘錄之架構下會提供最完全的相互協助。這協助將加速規範市場中法律之落實及規定之適用。
11. 主管機關同意提供相互協助與交換資訊以助其發揮以下領域之功能：
  - (a) 關於證券之內線交易，市場操控，與其他欺詐及操控行為；
  - (b) 和證券發行、交易、及提供建議之相關法律、規定、規則之落實；
  - (c) 被授權從事上述商業行為之自然人或法人之適用性及正當性，並促進公平交易與完整之高標準；
  - (d) 證券發行者及提供者對揭露相關資訊於投資人之義務；
  - (e) 公司證券之利益揭露；
  - (f) 其他主管機關同意事項。

### **要求**

12. 要求應被記錄下並遞送至附錄 A. 所列被要求主管機關之連絡人員。緊急協助之要求及該要求之回應可以概要型式或其他有別於換文之通訊方式來進行，應確認此方式可於 10 個工作天得到回應。
13. 本備忘錄下可獲得的協助包含：
  - (a) 提供受要求主管機關之檔案資訊；
  - (b) 取得聲明；
  - (c) 從自然人及法人取得文件及資訊；
  - (d) 對投資服務提供者及受規範市場進行稽核或檢查。
14. 為加速協助之提供，要求協助之主管機關應詳述：
  - (a) 搜尋之資訊(包含人員之身份，要詢問之問題)；
  - (b) 搜尋此資訊之目的(就違返法律，規定，或規則之觀點而言，包含違返的法律，規定，或規則之詳細內容)；

- (c) 行為之述敘；
  - (d) 任何人被懷疑持有資訊，及任何可獲得資訊之地點；
  - (e) 要求主管機關之管理功能與特定法律或監理要求之連結；
  - (f) 受要求資訊與特定法律或監理要求之關聯；
  - (g) 持續揭露資訊是必要的；
  - (h) 要求之緊急性及協助之時間必須被提供。
15. 在任何程序皆受觀察之前題下，本備忘錄並不影響主管機關從志願者取得資訊之能力。從志願者取得資訊之主管機關有必要時會通知另一方之主管機關其細節。
16. 主管機關同意在其管轄權未受侵害之事件上提供協助。

#### **要求之執行**

17. 受要求主管機關為滿足另一主管之要求會盡力取得資訊及聲明。這包含從相關之自然人及法人取得資訊。
18. 當主管機關提出要求，受要求主管機關會從直接或間接相關之人員取得聲明及其他證物。要求之主管機關可要求從特定人員取得聲明。
19. 受要求主管機關在其管轄權下以相同之調查方法及範圍或其他之程序取得人員聲明。
20. 在法律允許之範圍內，受要求主管機關會進行調查或對投資服務提供者，其管理人，代理人，受管理市場，或證券，期貨，及選擇權處理企業之書籍及記錄進行檢查。
21. 為避免不必要之延遲，受要求主管機關會提供部份已取得之資訊。
22. 為避免要求主管機關對所提供之資訊不滿足，其可要求對須澄清之議題取得額外之資訊。

23. 每個要求會以個案來處理並由受要求主管機關來決定在本備忘錄之條件下資訊是否可以被提供。在要求不能完全被接受之情況下，受要求主管機關會考慮是否其他相關之資訊或協助可以被提供。
24. 在決定是否接受或拒絕要求時，受要求主管機關會考慮下列幾點：
- (a) 受要求主管機關國家之法律，規定，或規則所明確說明之事件；
  - (b) 是否要求主管機關也會提供相同之協助；
  - (c) 是否此要求涉及不被要求主管機關所承認之管轄權聲明；
  - (d) 所提供之協助是否會違反公眾利益；
  - (e) 資訊之傳達是否為危害受要求主管機關之主權，安全或公眾政策；
  - (f) 是否關於相同事件之司法程序已經開始或司法判決已通過。

假使受要求主管機關在考慮此條文後，相信此要求和本備忘錄並不相符，會立即通知要求主管機關其拒絕之理由。

25. 在本備忘錄下對要求所提供之任何文件或其他物件應被歸還。
26. 在土耳其或臺灣之法律或規則所允許之範圍內，主管機關會合理地提供彼此任何相關之資訊。假如為滿足一要求之成本極大，受要求主管機關在本備忘錄同意給予協助之情況下，得對要求主管機關取得對成本之捐獻。

#### **所提供資訊之機密及允許使用**

27. 主管機關在執行和本備忘錄相關之監理功能的目的下提供彼此協助及資訊。在法律所允許之範圍下，各主管機關會進行保密；
- (a) 在本備忘錄下對資訊所做之任何要求；
  - (b) 任何在作業過程中所發生之事件；
  - (c) 在本備忘錄下所傳遞之任何資訊。
28. 在提供協助或資訊之主管機關未同意下，不得揭露此協助或資訊予第三者。

29. 本備忘錄下所提供之資訊僅可使用於要求所明訂之目的及包含；
- (a) 確保遵守或執行要求所明訂之法律或規則；
  - (b) 因下列進行或協助調查：
    - (i.) 市場監視；
    - (ii.) 因違反法律或規則所遭指控之調查；
    - (iii.) 和上述第四節相關之民事或行政訴訟；
  - (c) 對刑事訴訟之主體所進行之報告。
30. 要求主管機關欲利用資訊於非上述之目的，應先取得受要求主管機關之書面同意。假如受要求主管機關同意資訊使用於其他目的，其可設定特定條件。若受要求主管機關反對此資訊之使用，主管機關同意提供拒決之理由及在何種環境或條件下將允許資訊之使用。
31. 本備忘錄之機密條款不應防止主管機關通知其他法律執行或監理機關，因此通訊是必要的以盡遵守當地法律之義務。在此狀況下，要求主管機關應通知受要求主管機關並接受本備忘錄所載之機密要求會被實行。

#### **諮詢**

32. 主管機關會維持本備忘錄之運作並持續檢討商議以改進其運作與解決任何可能發生之問題。主管機關會諮詢另一主管機關，特別是當依據本備忘錄提出要求或計畫而被拒絕或反對時。
33. 主管機關可在任何時間作非正式之諮詢，針對所提要求，計畫提出之要求，或任何依本備忘錄第 10 及 11 點所提供之資訊。為尋求進一步之澄清，可要求額外之資訊。
34. 當法律，規則，或手續發生巨大改變而足以影響本備忘錄之運作時，主管機關可以諮詢並修改本備忘錄之條款。
35. 為增進合作，主管機關會定期進行對執行本備忘錄之諮詢及討論。

#### **聯絡窗口**

36. 雙方主管機關間之溝通應限於附錄 A 所列之聯絡窗口，除非有同意之其他方式。

#### **終止**

37. 本備忘錄簽定後永久有效，任一方得於三十天前提出書面通知予另一方以終止本備忘錄。若任一主管機關提出此終止通知，本備忘錄仍將有效直至所有於終止日前提出之要求皆為要求主管機關所停止，惟相關保密條款應永久有效。

#### **生效日**

38. 本備忘錄自雙方簽訂日生效。

39. 本備忘錄一式二份，均為英文文本。

**臺灣金融監督管理委員會**

**呂東英代理主任委員**

(簽署)

**土耳其資本市場管理局**

**Doğan CANSIZLAR 主席**

(簽署)

## 附錄 A

依據本備忘錄第 36 點要求主管機關之聯絡人員為：

**資本市場管理局，土耳其：**

Ms. Adalet DEMİRÇELİK  
Senior Officer  
Capital Markets Board  
Sermaye Piyasası Kurulu  
Eskişehir Yolu 8.km, No:156  
06530 Ankara  
Turkey  
Tel:(90-312) 292 84 75  
Fax: (90 312) 292 90 00  
E-mail: [adalet.demircelik@spk.gov.tr](mailto:adalet.demircelik@spk.gov.tr)

**金融監督管理委員會，臺灣**

李新穎  
代理處長  
金融監督管理委員會  
中華民國臺灣  
220 臺北縣板橋市縣民大道 2 段 7 號 18 樓  
電話: 886-2-8968-0890  
傳真: 886-2-8968-1162  
電子郵件: [andrea.lee@fscey.gov.tw](mailto:andrea.lee@fscey.gov.tw)



**MEMORANDUM OF UNDERSTANDING  
ON THE EXCHANGE OF INFORMATION  
BETWEEN  
THE CAPITAL MARKETS BOARD (SERMAYE PİYASASI KURULU) OF TURKEY  
AND  
THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN**

**INTRODUCTION**

The Capital Markets Board of Turkey and the Financial Supervisory Commission of Taiwan, recognising the increasing international activity in the financial markets, and the corresponding need for cooperation between the relevant national authorities, have reached the following understanding:

**SIGNATORY AUTHORITIES**

1. The Capital Markets Board of Turkey (CMB) is an independent legal entity with its own authority and responsibility mandated by the Capital Market Law (Law) dated 1981.  
The CMB has the responsibility for the regulation, supervision and enforcement of all capital market activities, institutions and instruments in Turkey within the scope of the Law and relevant legislation. It has statutory powers of investigation, and has the ability to exercise its powers for the purpose of cooperation with regulators in other countries.
2. The Financial Supervisory Commission of Taiwan (FSC) is a single national financial regulator in Taiwan and was established on July 1, 2004 under the Organic Act of the Establishment of the Financial Supervisory Commission. The FSC is responsible for regulation and supervision of banking, insurance, securities and futures markets and industries and has the ability to exercise powers to obtain evidence on financial institutions or similar bodies governed by the Banking Act, the Insurance Act, the Securities and Exchange Law, the Futures Trading Law and relevant legislation.

**DEFINITIONS**

3. For the purpose of this Memorandum of Understanding (MoU),
  - **“Authorities”** means:  
the Capital Markets Board of Turkey and;  
the Financial Supervisory Commission of Taiwan;
  - **“Requested Authority”** means the Authority to whom a request is made under this MoU;
  - **“Requesting Authority”** means the Authority making a request under this MoU;
  - **“Laws and Regulations”** means the provisions of the laws, regulations and other regulatory requirements applicable in the financial field in Turkey and in Taiwan;
  - **“Securities”** means shares, bonds and other forms of securitized debts, futures and derivative products and any other financial products within the respective competence of the Authorities;

- **“Issuer”** means a natural or legal person who issues or proposes to issue any security;
- **“Regulated Markets”** means securities, derivatives and any other markets (excluding banking and insurance) recognized, regulated or supervised by the Authorities;
- **“Investment Services”** means trading or carrying out transactions involving Securities on Regulated Markets on its own account and/or on behalf and for the account of third parties;
- **“Investment Services Providers”** means investment firms, credit institutions and any other person as authorized to provide Investment Services within the law and regulations applicable in the countries of the Authorities.

## PRINCIPLES

4. The purpose of this MoU is to protect investors and to promote the integrity of regulated markets by providing a framework for cooperation, including channels for communication, increased mutual understanding, the exchange of regulatory and technical information, and investigative assistance.
5. The MoU serves as a basis for cooperation for the authorities and does not create any binding international legal obligations, nor does it modify or supercede any laws, regulations, or regulatory requirements in force or applying in Turkey or Taiwan. The MoU does not create any rights enforceable by third parties, nor does it affect any arrangements under other MoUs.
6. The performance of the provisions of this MoU shall be consistent with domestic laws, regulations, and conventions of the respective countries of the Authorities and within the availability of respective resources of the Authorities, and the performance of the provisions shall not be contrary to the public interests of the requested Authority.
7. To the extent permitted by the laws and practices of Turkey and Taiwan, the Authorities will make reasonable efforts to provide each other with information which is discovered and which gives rise to a suspicion of a breach, or anticipated breach, of the laws, rules, or regulations of the other Authority’s jurisdiction.
8. The Authorities will be sensitive and will make reasonable efforts to provide each other with information even though the requested information is not a subject of a suspicion of a breach, or anticipated breach, of the laws, rules, or regulations of the other Authority’s jurisdiction. In any case, this kind of requests will be made in order to fulfil the duties of the requesting Authority arising from the laws and regulations and to ensure the development and maintenance of open, fair and efficient markets.
9. Authorities having believed that facilitating the sharing of core information should be viewed as an essential element of an Authority’s emergency preparedness planning and of addressing a crisis, to the extent permitted by their laws and practices, each Authority will be sensitive on the events subject to its jurisdiction

which may adversely affect Regulated Markets in another jurisdiction and consider whether it could be appropriate to notify relevant Authority of such event.

## **MUTUAL ASSISTANCE**

### **Scope**

10. To the extent permitted by their respective national laws, the Authorities will provide the fullest mutual assistance within the framework of this MoU. Such assistance will be provided to facilitate the enforcement of the laws or regulations applicable to regulated markets.
11. The Authorities agree to provide mutual assistance and the exchange of information in response to requests to assist them to perform their respective functions in relation to the following areas, amongst others:
  - (a) Insider dealing, market manipulation, and other fraudulent, deceptive, and manipulative practices in relation to securities;
  - (b) Enforcement of the laws, rules, and regulations relating to issuing, dealing in, arranging deals in, managing and advising on securities;
  - (c) Fitness and properness of the natural and legal persons who are authorised to conduct the business referred to above, and promoting high standards of fair dealing and integrity in the conduct of that business;
  - (d) The duties, of issuers and of offerors for securities, to make disclosure of information relevant to investors;
  - (e) The disclosure of interests in the securities of companies;
  - (f) Other matters agreed upon by the Authorities.

### **Requests**

12. Requests will be made in writing and addressed to the contact person of the requested Authority listed in the Appendix A. An urgent request for assistance and a reply to such a request may be made in summary form or by means of communication other than the exchange of letters, provided that they are confirmed within ten business days in the manner prescribed in this MoU.
13. Assistance available under this MoU may include but is not limited to;
  - (a) Providing access to information in the files of the requested Authority;
  - (b) Taking statements from persons;
  - (c) Obtaining documents and information from natural and legal persons; and
  - (d) Conducting compliance inspections or examinations of investment services providers and regulated markets.
14. In order to facilitate the giving of assistance, an Authority making a request should specify:
  - (a) The information sought (including the identity of persons, specific questions to be asked);
  - (b) The purpose for which the information is sought (in terms of breach of the laws, rules or regulations, including details of the laws, rules or regulations which are alleged to have been breached);
  - (c) description of the conduct or suspected conduct which gives rise to the request;

- (d) Any persons suspected of possessing the information, and any places where the information might be obtained;
  - (e) The link between the specified laws or regulatory requirements and the regulatory functions of the requesting Authority;
  - (f) The relevance of the requested information to the specified laws or regulatory requirements;
  - (g) To whom, if anyone, onward disclosure of information is likely to be necessary and the reason for such disclosure;
  - (h) The urgency of the request, and the period within which assistance should be given.
15. This MoU does not affect the ability of the Authorities to obtain information from persons on a voluntary basis, provided that any procedures in place in the Authorities' respective countries are observed. The Authority which obtains information from persons on a voluntary basis will notify the other Authority in detail when necessary.
16. The Authorities agree to provide assistance on matters which are not necessarily an offence in their own jurisdiction.

#### **Execution of Requests**

17. The requested Authority will endeavour to obtain information and statements from persons in order to satisfy the other Authority's request. This includes obtaining information from natural and legal persons relevant to the request.
18. When requested by the requesting Authority, the statements from persons involved, directly or indirectly, in the activities underlying the request, or holding information that may assist in carrying out the request, will be taken, and other evidence will be obtained, by the requested Authority. The requesting Authority may, in its discretion, request the taking of the statements from specific persons.
19. The statements from persons will be taken in the same manner and to the same extent as in investigations or other proceedings in the jurisdiction of the requested Authority.
20. To the extent permitted by law, the requested Authority will conduct inspections or examinations of the books and records of an investment services provider, or its custodian or agent, regulated markets, or securities, futures and options processing businesses.
21. In order to avoid unnecessary delays, the requested Authority will pass on portions of the requested information as they become available and consult on procedure as appropriate.
22. In case where the requesting Authority is not satisfied with the information provided, additional information can be requested by the requesting Authority pointing out the subjects to be clarified.

23. Each request will be assessed on a case by case basis by the requested Authority to determine whether information can be provided under the terms of this MoU. In any case where the request cannot be accepted completely, the requested Authority will consider whether other relevant information or assistance can be given.
24. In deciding whether or not to accept or decline a request, the requested Authority will take account of:
- (a) Matters specified by the laws, rules, or regulations of the requested Authority's country;
  - (b) Whether broadly equivalent assistance would be available from the country of the requesting Authority;
  - (c) Whether the request involves an assertion of a jurisdiction not recognised by the requesting Authority;
  - (d) Whether it would be contrary to the public interest for assistance to be given;
  - (e) Whether the communication of information might adversely affect the sovereignty, security or public policy of the requested Authority;
  - (f) Whether judicial proceedings have already been initiated in respect of the same facts against the persons in question or whether a final judgement has been passed.

If the requested Authority believes that a request is not accord with this MoU, taking into account the provisions of this Article, it will promptly inform the requesting Authority of the reasons for its refusal.

25. Any document or other material provided in response to a request under this MoU and any copies thereof should be returned on request.
26. To the extent permitted by any laws or regulations applying in Turkey or Taiwan, the Authorities will use reasonable efforts to provide each other with any information they discover which may be relevant for the other Authority. If the cost of fulfilling a request is likely to be substantial, the requested Authority may, as a condition of agreeing to give assistance under this MoU, require the requesting Authority to make a contribution to costs.

#### **CONFIDENTIALITY AND PERMISSIBLE USE OF THE INFORMATION PROVIDED**

27. The assistance or information will be provided under this MoU by the Authorities for the purposes of assisting each other in the performance of their regulatory functions relevant to the scope of this MoU. To the extent permitted by law, each Authority will keep confidential;
- (a) Any request for information made under the MoU;
  - (b) Any matter arising in the course of its operation;
  - (c) Any information passed under this MoU.
28. Such assistance or information will not be disclosed by the recipient to third parties without the consent of the Authority providing the assistance or information.

29. Information supplied under this MoU may be used solely for the purpose stated in the request and consisting of;
- (a) Ensuring compliance with or enforcement of the law or regulation specified in the request;
  - (b) Making or assisting investigations in relation to the following, or conducting or assisting in the conduct of the following:
    - (i) Market surveillance;
    - (ii) Investigations related to any general charge applicable to the breach of the law or regulation specified in the request;
    - (iii) Civil or administrative proceedings relating to matters in paragraph 4 above;
  - (c) Instituting or making a report to bodies responsible for criminal proceedings.
30. Where the requesting Authority intends to use the information furnished for any purpose other than those set out above, the requesting Authority must obtain prior written consent of the requested Authority. If the requested Authority consents to the use of the information for other purposes it may subject it to certain conditions. If use of the information opposed by the requested Authority, the Authorities agree to consult about the reasons for the refusal and the circumstances or conditions under which the use of the information might otherwise be allowed.
31. The confidentiality provisions of this MoU shall not prevent the Authorities from informing other law enforcement or regulatory authorities in Turkey and in Taiwan where such communication is required in order to comply with the obligations under domestic laws. In this case the requesting Authority shall inform the requested Authority and shall undertake that the confidentiality requirements stated in this MoU will be realized by the corresponding authority.

## **CONSULTATION**

32. The Authorities will keep the operation of this MoU under continuous review and will consult with a view to improving its operation and resolving any matters that may arise. In particular, the Authorities will consult upon request in the event of a denial by one Authority of, or opposition by an Authority to, a request or proposal made by the other Authority pursuant to this MoU.
33. The Authorities may consult informally, at any time, about a request or proposed request or any information provided within the discretion of an Authority in accordance with paragraphs 10, and 11 of this MoU. Additional information may be requested where further clarity is sought.
34. The Authorities may consult and revise the terms of the MoU in the event of a substantial change in the laws, regulations, or practices affecting the operation of the MoU.
35. To improve the cooperation under this MoU, the Authorities will conduct consultations and discussions on the implementation of the MoU periodically.

### **CONTACT POINTS**

36. All communications between the Authorities should be between the points of contacts in Appendix A, unless otherwise agreed.

### **TERMINATION**

37. This MoU shall be concluded for an unlimited period and may be denounced by any of the Authorities at any time by giving at least thirty days prior written notice to each other Authority. If either Authority gives such notice, this MoU will continue to have effect with respect to all requests that were made before the effective date of notification until the requesting Authority terminates the matter for which assistance was requested. The provisions concerning confidentiality shall remain in force thereafter.

### **ENTRY INTO EFFECT**

38. This MoU will come into effect between the Authorities from the date of signature.

39. This MoU is signed in duplicate, in the English language.

**SIGNED IN .....ON.....**

**FOR THE CAPITAL MARKETS BOARD OF TURKEY**

**Dr. Doğan CANSIZLAR, Chairman**

**FOR THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN**

**Mr. Daung-Yen LU, Acting Chairman**

## APPENDIX A

The requested Authority's contact officer pursuant to the paragraph 36 of this MoU is:

For the Capital Markets Board of Turkey:

Ms. Adalet DEMİRÇELİK  
Senior Officer  
Capital Markets Board  
Sermaye Piyasası Kurulu  
Eskişehir Yolu 8.km, No:156  
06530 Ankara  
Turkey  
Tel:(90-312) 292 84 75  
Fax: (90 312) 292 90 00  
E-mail: [adalet.demircelik@spk.gov.tr](mailto:adalet.demircelik@spk.gov.tr)

For the Financial Supervisory Commission of Taiwan

Mr. Andrea Lee  
Deputy Director-General  
Financial Supervisory Commission  
18F, No. 7, Sec. 2, Sianmin Blvd.  
Banciao City, Taipei County 220  
Taiwan  
Tel: 886-2-8968-0890  
Fax: 886-2-8968-1162  
E-mail: [andrea.lee@fscey.gov.tw](mailto:andrea.lee@fscey.gov.tw)



**MEMORANDUM OF UNDERSTANDING  
ON THE EXCHANGE OF INFORMATION  
BETWEEN  
THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN  
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THE CAPITAL MARKETS BOARD (SERMAYE PİYASASI KURULU) OF TURKEY**

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  - **“Requested Authority”** means the Authority to whom a request is made under this MoU;
  - **“Requesting Authority”** means the Authority making a request under this MoU;
  - **“Laws and Regulations”** means the provisions of the laws, regulations and other regulatory requirements applicable in the financial field in Turkey and in Taiwan;
  - **“Securities”** means shares, bonds and other forms of securitized debts, futures and derivative products and any other financial products within the respective competence of the Authorities;

- **“Issuer”** means a natural or legal person who issues or proposes to issue any security;
- **“Regulated Markets”** means securities, derivatives and any other markets (excluding banking and insurance) recognized, regulated or supervised by the Authorities;
- **“Investment Services”** means trading or carrying out transactions involving Securities on Regulated Markets on its own account and/or on behalf and for the account of third parties;
- **“Investment Services Providers”** means investment firms, credit institutions and any other person as authorized to provide Investment Services within the law and regulations applicable in the countries of the Authorities.

## PRINCIPLES

4. The purpose of this MoU is to protect investors and to promote the integrity of regulated markets by providing a framework for cooperation, including channels for communication, increased mutual understanding, the exchange of regulatory and technical information, and investigative assistance.
5. The MoU serves as a basis for cooperation for the authorities and does not create any binding international legal obligations, nor does it modify or supercede any laws, regulations, or regulatory requirements in force or applying in Turkey or Taiwan. The MoU does not create any rights enforceable by third parties, nor does it affect any arrangements under other MoUs.
6. The performance of the provisions of this MoU shall be consistent with domestic laws, regulations, and conventions of the respective countries of the Authorities and within the availability of respective resources of the Authorities, and the performance of the provisions shall not be contrary to the public interests of the requested Authority.
7. To the extent permitted by the laws and practices of Turkey and Taiwan, the Authorities will make reasonable efforts to provide each other with information which is discovered and which gives rise to a suspicion of a breach, or anticipated breach, of the laws, rules, or regulations of the other Authority’s jurisdiction.
8. The Authorities will be sensitive and will make reasonable efforts to provide each other with information even though the requested information is not a subject of a suspicion of a breach, or anticipated breach, of the laws, rules, or regulations of the other Authority’s jurisdiction. In any case, this kind of requests will be made in order to fulfil the duties of the requesting Authority arising from the laws and regulations and to ensure the development and maintenance of open, fair and efficient markets.
9. Authorities having believed that facilitating the sharing of core information should be viewed as an essential element of an Authority’s emergency preparedness planning and of addressing a crisis, to the extent permitted by their laws and practices, each Authority will be sensitive on the events subject to its jurisdiction

which may adversely affect Regulated Markets in another jurisdiction and consider whether it could be appropriate to notify relevant Authority of such event.

## **MUTUAL ASSISTANCE**

### **Scope**

10. To the extent permitted by their respective national laws, the Authorities will provide the fullest mutual assistance within the framework of this MoU. Such assistance will be provided to facilitate the enforcement of the laws or regulations applicable to regulated markets.
11. The Authorities agree to provide mutual assistance and the exchange of information in response to requests to assist them to perform their respective functions in relation to the following areas, amongst others:
  - (a) Insider dealing, market manipulation, and other fraudulent, deceptive, and manipulative practices in relation to securities;
  - (b) Enforcement of the laws, rules, and regulations relating to issuing, dealing in, arranging deals in, managing and advising on securities;
  - (c) Fitness and properness of the natural and legal persons who are authorised to conduct the business referred to above, and promoting high standards of fair dealing and integrity in the conduct of that business;
  - (d) The duties, of issuers and of offerors for securities, to make disclosure of information relevant to investors;
  - (e) The disclosure of interests in the securities of companies;
  - (f) Other matters agreed upon by the Authorities.

### **Requests**

12. Requests will be made in writing and addressed to the contact person of the requested Authority listed in the Appendix A. An urgent request for assistance and a reply to such a request may be made in summary form or by means of communication other than the exchange of letters, provided that they are confirmed within ten business days in the manner prescribed in this MoU.
13. Assistance available under this MoU may include but is not limited to;
  - (a) Providing access to information in the files of the requested Authority;
  - (b) Taking statements from persons;
  - (c) Obtaining documents and information from natural and legal persons; and
  - (d) Conducting compliance inspections or examinations of investment services providers and regulated markets.
14. In order to facilitate the giving of assistance, an Authority making a request should specify:
  - (a) The information sought (including the identity of persons, specific questions to be asked);
  - (b) The purpose for which the information is sought (in terms of breach of the laws, rules or regulations, including details of the laws, rules or regulations which are alleged to have been breached);
  - (c) description of the conduct or suspected conduct which gives rise to the request;

- (d) Any persons suspected of possessing the information, and any places where the information might be obtained;
  - (e) The link between the specified laws or regulatory requirements and the regulatory functions of the requesting Authority;
  - (f) The relevance of the requested information to the specified laws or regulatory requirements;
  - (g) To whom, if anyone, onward disclosure of information is likely to be necessary and the reason for such disclosure;
  - (h) The urgency of the request, and the period within which assistance should be given.
15. This MoU does not affect the ability of the Authorities to obtain information from persons on a voluntary basis, provided that any procedures in place in the Authorities' respective countries are observed. The Authority which obtains information from persons on a voluntary basis will notify the other Authority in detail when necessary.
16. The Authorities agree to provide assistance on matters which are not necessarily an offence in their own jurisdiction.

#### **Execution of Requests**

17. The requested Authority will endeavour to obtain information and statements from persons in order to satisfy the other Authority's request. This includes obtaining information from natural and legal persons relevant to the request.
18. When requested by the requesting Authority, the statements from persons involved, directly or indirectly, in the activities underlying the request, or holding information that may assist in carrying out the request, will be taken, and other evidence will be obtained, by the requested Authority. The requesting Authority may, in its discretion, request the taking of the statements from specific persons.
19. The statements from persons will be taken in the same manner and to the same extent as in investigations or other proceedings in the jurisdiction of the requested Authority.
20. To the extent permitted by law, the requested Authority will conduct inspections or examinations of the books and records of an investment services provider, or its custodian or agent, regulated markets, or securities, futures and options processing businesses.
21. In order to avoid unnecessary delays, the requested Authority will pass on portions of the requested information as they become available and consult on procedure as appropriate.
22. In case where the requesting Authority is not satisfied with the information provided, additional information can be requested by the requesting Authority pointing out the subjects to be clarified.

23. Each request will be assessed on a case by case basis by the requested Authority to determine whether information can be provided under the terms of this MoU. In any case where the request cannot be accepted completely, the requested Authority will consider whether other relevant information or assistance can be given.
24. In deciding whether or not to accept or decline a request, the requested Authority will take account of:
- (a) Matters specified by the laws, rules, or regulations of the requested Authority's country;
  - (b) Whether broadly equivalent assistance would be available from the country of the requesting Authority;
  - (c) Whether the request involves an assertion of a jurisdiction not recognised by the requesting Authority;
  - (d) Whether it would be contrary to the public interest for assistance to be given;
  - (e) Whether the communication of information might adversely affect the sovereignty, security or public policy of the requested Authority;
  - (f) Whether judicial proceedings have already been initiated in respect of the same facts against the persons in question or whether a final judgement has been passed.

If the requested Authority believes that a request is not accord with this MoU, taking into account the provisions of this Article, it will promptly inform the requesting Authority of the reasons for its refusal.

25. Any document or other material provided in response to a request under this MoU and any copies thereof should be returned on request.
26. To the extent permitted by any laws or regulations applying in Turkey or Taiwan, the Authorities will use reasonable efforts to provide each other with any information they discover which may be relevant for the other Authority. If the cost of fulfilling a request is likely to be substantial, the requested Authority may, as a condition of agreeing to give assistance under this MoU, require the requesting Authority to make a contribution to costs.

#### **CONFIDENTIALITY AND PERMISSIBLE USE OF THE INFORMATION PROVIDED**

27. The assistance or information will be provided under this MoU by the Authorities for the purposes of assisting each other in the performance of their regulatory functions relevant to the scope of this MoU. To the extent permitted by law, each Authority will keep confidential;
- (a) Any request for information made under the MoU;
  - (b) Any matter arising in the course of its operation;
  - (c) Any information passed under this MoU.
28. Such assistance or information will not be disclosed by the recipient to third parties without the consent of the Authority providing the assistance or information.

29. Information supplied under this MoU may be used solely for the purpose stated in the request and consisting of;
- (a) Ensuring compliance with or enforcement of the law or regulation specified in the request;
  - (b) Making or assisting investigations in relation to the following, or conducting or assisting in the conduct of the following:
    - (i) Market surveillance;
    - (ii) Investigations related to any general charge applicable to the breach of the law or regulation specified in the request;
    - (iii) Civil or administrative proceedings relating to matters in paragraph 4 above;
  - (c) Instituting or making a report to bodies responsible for criminal proceedings.
30. Where the requesting Authority intends to use the information furnished for any purpose other than those set out above, the requesting Authority must obtain prior written consent of the requested Authority. If the requested Authority consents to the use of the information for other purposes it may subject it to certain conditions. If use of the information opposed by the requested Authority, the Authorities agree to consult about the reasons for the refusal and the circumstances or conditions under which the use of the information might otherwise be allowed.
31. The confidentiality provisions of this MoU shall not prevent the Authorities from informing other law enforcement or regulatory authorities in Turkey and in Taiwan where such communication is required in order to comply with the obligations under domestic laws. In this case the requesting Authority shall inform the requested Authority and shall undertake that the confidentiality requirements stated in this MoU will be realized by the corresponding authority.

## **CONSULTATION**

32. The Authorities will keep the operation of this MoU under continuous review and will consult with a view to improving its operation and resolving any matters that may arise. In particular, the Authorities will consult upon request in the event of a denial by one Authority of, or opposition by an Authority to, a request or proposal made by the other Authority pursuant to this MoU.
33. The Authorities may consult informally, at any time, about a request or proposed request or any information provided within the discretion of an Authority in accordance with paragraphs 10, and 11 of this MoU. Additional information may be requested where further clarity is sought.
34. The Authorities may consult and revise the terms of the MoU in the event of a substantial change in the laws, regulations, or practices affecting the operation of the MoU.
35. To improve the cooperation under this MoU, the Authorities will conduct consultations and discussions on the implementation of the MoU periodically.

### **CONTACT POINTS**

36. All communications between the Authorities should be between the points of contacts in Appendix A, unless otherwise agreed.

### **TERMINATION**

37. This MoU shall be concluded for an unlimited period and may be denounced by any of the Authorities at any time by giving at least thirty days prior written notice to each other Authority. If either Authority gives such notice, this MoU will continue to have effect with respect to all requests that were made before the effective date of notification until the requesting Authority terminates the matter for which assistance was requested. The provisions concerning confidentiality shall remain in force thereafter.

### **ENTRY INTO EFFECT**

38. This MoU will come into effect between the Authorities from the date of signature.

39. This MoU is signed in duplicate, in the English language.

**SIGNED IN .....ON.....**

**FOR THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN**  
**Mr. Daung-Yen LU, Acting Chairman**

**FOR THE CAPITAL MARKETS BOARD OF TURKEY**  
**Dr. Doğan CANSIZLAR, Chairman**

## APPENDIX A

The requested Authority's contact officer pursuant to the paragraph 36 of this MoU is:

For the Capital Markets Board of Turkey:

Ms. Adalet DEMİRÇELİK  
Senior Officer  
Capital Markets Board  
Sermaye Piyasası Kurulu  
Eskişehir Yolu 8.km, No:156  
06530 Ankara  
Turkey  
Tel:(90-312) 292 84 75  
Fax: (90 312) 292 90 00  
E-mail: [adalet.demircelik@spk.gov.tr](mailto:adalet.demircelik@spk.gov.tr)

For the Financial Supervisory Commission of Taiwan

Mr. Andrea Lee  
Deputy Director-General  
Financial Supervisory Commission  
18F, No. 7, Sec. 2, Sianmin Blvd.  
Banciao City, Taipei County 220  
Taiwan  
Tel: 886-2-8968-0890  
Fax: 886-2-8968-1162  
E-mail: [andrea.lee@fscey.gov.tw](mailto:andrea.lee@fscey.gov.tw)