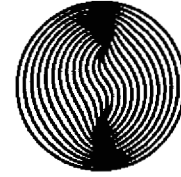




**STATE OF DELAWARE
DEPARTMENT OF INSURANCE**



Qatar
FINANCIAL CENTRE
REGULATORY AUTHORITY

MEMORANDUM OF UNDERSTANDING

**Between the Department of Insurance of the State of Delaware
in the United States of America**

and

The Qatar Financial Centre Regulatory Authority

RECITALS

- A. The Insurance Commissioner of the state of Delaware is the chief officer of the Insurance Department of the State of Delaware pursuant to the terms Title 18 of the Delaware Code commonly referred to as the Insurance Code of the State of Delaware. The Department of Insurance is established for the purposes of regulating, licensing and supervising insurance related business in the State of Delaware.
- B. The Qatar Financial Centre Regulatory Authority (“the QFC Regulatory Authority”) is established by the State of Qatar under the Qatar Financial Centre Law for the purposes of regulating, licensing and supervising banking, financial and insurance-related businesses that conduct regulated activities within or from the Qatar Financial Centre (“QFC”).
- C. The Insurance Commissioner of the State of Delaware and the QFC Regulatory Authority, recognising the increasing international activity in insurance markets and the corresponding need for mutual co-operation between the relevant supervisory authorities as a means for improving their effectiveness in administering and enforcing the insurance laws of the respective jurisdictions, have reached the following understanding:

DEFINITIONS

1. For the purposes of this Memorandum of Understanding (“the Memorandum”), the terms set out below have the assigned meaning unless the context requires otherwise :
 - a. **“supervisory information”** means the information received or obtained in the process of fulfilling its supervisory functions, as well as through the exchange of information or through the conduct of on-site inspections in accordance with this Memorandum, by either of the Authorities.
 - b. **“cross-border establishment”** is defined to include a branch, a subsidiary or a representative office or any other structure within the jurisdiction which, by common consent, gives rise to the need for consolidated supervision.
 - c. **“Insurance/reinsurance entity or group”** means authorised (or prospectively authorised) institutions/groups/affiliates (or parts thereof) whose activities include underwriting of insurance or reinsurance and with operations supervised (or prospectively supervised) by either Authority.

- d. **“Authority”** means:
 - (i) for the State of Delaware, the Department of Insurance of the State of Delaware (referred to in this Memorandum as “the Department”);
 - (ii) for the QFC, the QFC Regulatory Authority.
 - e. **“requested Authority”** means an Authority to whom a request under this Memorandum is addressed.
 - f. **“requesting Authority”** means an Authority making a request under this Memorandum.
 - g. **“person”** means a natural person, unincorporated association, partnership, body corporate or such other legal entity recognized by the laws of Delaware or the Qatar Financial Centre, government, agency, or instrumentality of a government.
2. The Authorities recognise that while in their laws, regulations and requirements, they may define terms differently, requests for assistance will not be denied solely on the grounds of differences in the definitions used by the requesting and requested Authorities.

PRINCIPLES

3. This Memorandum sets forth the basis upon which the Authorities in the State of Delaware and the QFC reciprocally propose to provide for mutual assistance and the exchange of information for the purposes of facilitating the performance of their functions under the respective laws, regulations and requirements of the State of Delaware and the QFC. The purpose of the Memorandum is to help insurance supervisors maintain efficient, fair, safe and stable insurance markets in the State of Delaware and the QFC for the benefit and protection of policyholders by providing a framework for co-operation, increased mutual understanding, the exchange of information and assistance to the extent permitted by laws, regulations and requirements.
4. The Authorities intend to:
- a. use their best endeavours to ensure that the fullest mutual assistance is provided within the terms of this Memorandum;
and
 - b. engage in consultations, as appropriate, on mutually agreeable approaches designed to enhance the integrity and efficiency of their respective insurance markets and the exercise of insurance market supervisory functions.

5. The Authorities have various powers to obtain information in the exercise of regulatory functions that are within the scope of this Memorandum. To the extent permitted by laws, regulations and requirements, each Authority will endeavour on a timely basis to provide the other Authority with any information that is in its possession or discovered which appears to give rise to a breach of the laws, regulations or requirements of the other Authority, or if provided to the other Authority will be likely to assist in administering the laws, regulations or requirements of the other Authority.
6. Co-operation within the framework of this Memorandum shall be implemented at the initiative of or on the basis of requests for assistance in insurance supervision from either Authority.
7. This Memorandum does not modify or supersede any laws, regulations and requirements in force in, or applying to, the Department or the QFC Regulatory Authority. Nor does it create directly or indirectly any enforceable rights.

SCOPE

8. The Department and the QFC Regulatory Authority propose to ensure that mutual assistance is provided to each other, subject to applicable laws and overall policy, in the areas of administration and enforcement of the laws, regulations and requirements relating to the business of insurance.
9. The Authorities will take into account the standards developed by the International Associations Insurance Supervisors where these are relevant.
10. In response to requests that satisfy the terms set out below under the heading "Requests for information and assistance", and subject to the conditions established, each Authority will provide the fullest possible measure of mutual assistance to the other subject to its laws and overall policy. Such assistance may include:
 - a. providing access to information in the files of the requested Authority;
 - b. questioning of persons designated by the requesting Authority;
 - c. obtaining specified information and documents from persons;
 - d. conducting compliance inspections or examinations of insurance businesses; and
 - e. permitting the representatives of the requesting Authority to participate in the conduct of enquiries made by the requested Authority pursuant to (b) through (d) of this paragraph.

11. Each request will be assessed on a case by case basis by the requested Authority to determine whether assistance can be provided under the terms of the Memorandum.
12. The Authorities recognise the need and desirability of providing mutual assistance and exchanging information to assist each other in securing compliance with their respective laws, regulations and requirements. However, assistance may be denied on the grounds of public interest or when disclosure would interfere with an ongoing investigation.
13. The Authorities intend to ensure that assistance will be provided in the maximum number of circumstances. However, the Authorities acknowledge that certain requests may relate to a possible breach of laws, regulations and requirements that involve an assertion of jurisdiction not recognised by a requested Authority. Where a requested Authority considers that an assertion of jurisdiction in a matter that is the subject of a request would conflict with and prejudice its sovereign interests the request will be denied.
14. The Authorities recognise that, so long as there are differences in the scope of the laws, regulations and requirements applied in each jurisdiction, conduct prohibited by the Authorities in one country may not be prohibited by the Authorities in the other. The Authorities intend to engage in consultations about individual cases falling outside the scope of the definition of laws, regulations and requirements to determine whether assistance will be provided in such cases.

REQUEST FOR INFORMATION AND ASSISTANCE

15. The Memorandum does not affect the ability of the Authorities to obtain information from persons on a voluntary basis, provided that procedures in place in the jurisdiction of each Authority for the provision of such information are observed.
16. Any request for information or assistance made under this Memorandum will, wherever possible, be in writing, but in cases of urgency it may be oral and confirmed in writing within ten working days.
17. To facilitate an appropriate and timely response, the requesting Authority should specify:
 - a. the information or assistance required (identity of persons, specific questions to be asked etc);
 - b. the purpose for which the information or assistance is sought (including in appropriate cases details of the law, regulation or requirement of the requesting Authority which is suspected to have been breached or by which the information is sought);

- c. a description of any particular conduct or suspected conduct which has given rise to the request, and its connection with the jurisdiction of the requesting Authority;
 - d. the link between any suspected breach of law, regulation or requirement and the regulatory functions of the requesting Authority;
 - e. the relevance of the requested information or assistance to any suspected breach of law, regulation or requirement of the requesting Authority;
 - f. whether it is desired that, to the extent permitted by the laws applying to the requested Authority, any persons from the jurisdiction of the requesting Authority should be present during interviews which form part of an investigation, or the conduct of an inspection, and whether it is desired that such persons should be permitted to undertake an active role - for example by participating in questioning;
 - g. any other matters specified by the laws and regulations in the jurisdiction of the requested Authority; and
 - h. any information related to the urgency of the request for information or assistance.
18. The requested information must be reasonably relevant to securing compliance with the law, regulation or requirement specified in the request.
19. A request for information or assistance made under the Memorandum shall be addressed to one of the requested Authority's contact points listed in Annex A, or that individual's nominee.
20. Each request will be assessed on a case by case basis by the requested Authority to determine whether assistance can be provided under the terms of the Memorandum. In any case where the request cannot be accepted completely, the requested Authority will consider whether there may be other assistance which can be given. In particular, the requested Authority will consider in appropriate cases whether the request might be dealt with via channels for mutual assistance in criminal matters.
21. In deciding whether to accept or decline a request, the requested Authority will, in particular, take into account of:
- a. matters specified by the laws and regulations in the country of the requested Authority;

- b. whether the request involves an assertion of jurisdiction not recognised by the country of the requested Authority;
 - c. whether it would be contrary to the public interest or interfere with an ongoing investigation of the requested Authority to give the assistance sought; and
 - d. the resources available to the requested Authority to deal with the request.
22. The requested Authority may, as a condition of agreeing that assistance is given under this Memorandum, require the requesting Authority to make a contribution to costs. Such a contribution may, in particular, be required where the cost of a request is substantial or where a substantial imbalance has arisen in the cumulative costs incurred.

PROCEDURES FOR QUESTIONING

23. In accordance with paragraph 9 above:
- a. questioning, if requested, will be conducted in the same manner and to the same extent as investigations or other proceedings under the laws of the jurisdiction of the requested Authority;
 - b. when requested by the requesting Authority, a transcript of the questioning will be made; and
 - c. a representative of the requesting Authority may be present at the questioning, may prescribe specific questions to be asked of any witness and, subject to paragraph 23 of this Memorandum, may otherwise participate in the examination of any witness.

CONFIDENTIALITY AND USE OF INFORMATION

24. Subject to the following conditions, a requested Authority may grant a request made by the requesting Authority that a person or persons designated by the requesting Authority, including representatives of the requesting Authority, be permitted to conduct the interrogation of any person, or participate in the inspection or examination of the books and records of an insurance business or its custodian or agent:
- a. the requesting Authority must specify the reasons for this request;

- b. it is for the requested Authority to decide whether to grant or deny the request, within the framework provided by this Memorandum. The requested Authority may impose such conditions on the participation of the requesting Authority as it deems appropriate;
 - c. if the request is granted and the laws of the jurisdiction of the requesting Authority require the opportunity for the witness to consult with legal counsel, or for counsel to the witness to pose questions to the witness, such participation will, subject to (b) above, be permitted; and
 - d. if the request is denied, the Authorities agree to consult pursuant to paragraph 35 of this Memorandum concerning the reasons for the denial and the circumstances under which the request might be granted.
25. Notwithstanding any other provision of this Memorandum, any person providing testimony, information or documents as a result of a request made under this Memorandum will be entitled to all the rights and protections of the laws of the jurisdiction of the requested Authority. Where assertions are made regarding other rights and privileges arising exclusively pursuant to the laws of the jurisdiction of the requesting Authority, the Authorities will consult to determine the most appropriate way to proceed.

PERMISSIBLE USES AND CONFIDENTIALITY

26. The Authorities expressly agree to limit the use of confidential information they receive under this Memorandum to functions directly related to the exercise of their appropriate regulatory authority as follows:
- a. To ensure or compliance with or assist enforcement of the law, regulation or requirement specified in the request by initiating or assisting in criminal prosecution arising out of the breach of such law;
 - b. to conduct or assist in civil proceedings arising out of the breach of the law, regulation or requirement specified in the request and brought by the Authorities or other law enforcement or regulatory bodies within the jurisdictions the State of Delaware, the State of Qatar or the QFC; and
 - c. to administer and enforce the laws, regulations and requirements relating to the business of insurance.
27. Each Authority will keep confidential to the extent permitted by law:

- a. any request for information made under this Memorandum and any matters arising in the course of its operation, unless such disclosure is necessary to carry out the request, or the requested Authority specifically waives such confidentiality;
 - b. any information passed under the Memorandum unless it is disclosed in furtherance of the purpose for which it was requested;
 - c. any information provided under the Memorandum under the initiative of the Authorities.
28. Unless the request provides otherwise, the confidentiality provisions of the Memorandum shall not prevent the Authorities from informing other law enforcement or regulatory bodies within the jurisdictions of the State of Delaware, the State of Qatar and the QFC of the request or of passing information received pursuant to a request to such bodies, provided that:
- a. such agencies or bodies have responsibility for prosecuting, regulating or enforcing laws, regulations and requirements falling within insurance business;
 - b. the purpose of passing such information to such an agency or body that is responsible for prosecuting, regulating or enforcing laws, regulations and requirements falling within insurance business; and
 - c. the requesting Authority has provided any such undertaking in relation to the information requested which is required by the requested Authority.
29. The Authorities acknowledge that all confidential information, in whatever form, furnished by the requested Authority remains the property of the requested Authority and agree to take no action the effect of which would be to limit, waive or jeopardize any privilege or claim of confidentiality, including the disclosure of the information, without the express permission of the requested Authority.
30. In the event that the requesting Authority receives from a third party a request for information furnished by the requested Authority pursuant to this Memorandum or in the event that the requesting Authority is served with a notice, motion or other process requiring production of such information or testimony related thereto by a third party, the requesting Authority shall:

- a. unless prohibited by law, immediately notify the requested Authority that such production is being sought and afford the requested Authority the opportunity to take whatever action it deems appropriate to protect the confidential or privileged nature of the information (subject to the discretion of the requested Authority, the requesting Authority may also notify the company or entity to which such information pertains);
 - b. notify the party seeking the production of information that it is the property of the requested Authority;
 - c. use its best efforts to resist production of the information to the third party except to the extent the requested Authority has consented to such disclosure; and
 - d. consent to any application by the requested Authority to intervene in any action for the purpose of asserting and preserving any privileges, confidentiality rights or other protection from disclosure with respect to the information.
 - e. if the requested Authority shall not take such action, as referred to in clause 30 a. above, to protect the information requested by a third party within ten (10) days, or such longer period as agreed between the Authorities, of a request, such failure to respond by the requested Authority shall be deemed to be a consent to the production of such information and the requesting Authority may respond to such third party's notice, motion or other process as the requesting Authority deems appropriate, provided that such failure or refusal to act shall not constitute a waiver or consent to any other or future request, notice, motion or other process.
31. The Authorities agree that if a court of competent jurisdiction issues a legally enforceable demand, compelling the requesting Authority to produce information it received under the Memorandum, the requesting Authority may comply with such an order. The requesting Authority will notify the requested Authority in order to provide the requested Authority an opportunity to file a timely appeal from or otherwise contest the demand. The requesting Authority will consult with the requested Authority prior to complying with any such legally enforceable demand.
32. No compulsory disclosure to third parties of confidential information shared under the Memorandum shall be deemed a waiver of any privilege, protection from disclosure, or other claim of confidentiality.

33. The Authorities agree that the information maybe disclosed to their consultants, independent examiners, and other contractors as necessary for the performance of their delegated responsibilities provided that each consultant, independent examiner and contractor agree in writing to be bound by the same confidentiality provisions as expressed herein.

RETURN OF INFORMATION

34. In the event of termination of this agreement, all confidential information received hereunder by the requesting Authority shall be immediately returned to the requested Authority to the extent the requested Authority requests the return of such confidential information. The requesting Authority shall also, to the extent practicable, destroy any copies of the confidential information that the requesting Authority has requested be returned. To the extent that there is any conflict with law which would affect the requested Authority's ability to comply with this provision, the requesting Authority agrees to advise the requested Authority as promptly as possible.
35. Without terminating this Memorandum, the requested Authority may, in its sole discretion, require the return of confidential information previously shared with respect a particular person, transaction or request. Upon request by the requested Authority, the requesting Authority shall, to the extent practicable, destroy all copies of the returned documents. To the extent that there is any conflict with law which would affect the requested Authority's ability to comply with this provision, the requesting Authority agrees to advise the requested Authority as promptly as possible.

CONSULTATIONS AND WAIVER

36. The Authorities will keep the operation of this Memorandum under continuous review and consult with a view to improving its operation and resolving any matters. In particular, an Authority will consult the other Authority upon request in the event of:
 - a. a request being denied in whole or in part;
 - b. a change in market or business conditions or in the laws, regulations or requirements governing insurance business, or any other difficulty arising which makes it necessary to amend or extend this Memorandum in order to achieve its purposes; or
 - c. an assertion by the requested Authority that the provision of assistance would be so burdensome as to disrupt the proper performance of its functions.

37. Where the specific conduct set out in the request for assistance may constitute a breach of a law, regulation or requirement in both the territory of the requesting and the requested Authorities, the relevant Authorities will consult in order to determine the most appropriate means for each Authority to provide assistance.
38. Any of the conditions of this Memorandum may be relaxed or waived by mutual agreement.

TERMINATION

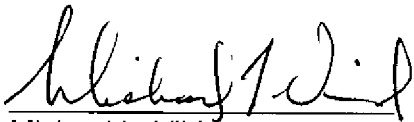
39. This Memorandum will continue to have effect unless terminated by one of the Authorities by giving thirty days advance written notice to the other Authority that the understandings set out herein are no longer to have effect.

CONTACT POINTS

40. All communications between the Authorities should be between the principal points of contact listed in Annex A unless otherwise agreed.

ENTRY INTO EFFECT

41. This Memorandum will be effective from the later of the two dates written below the signatures of the appropriate officials of the Department and QFC Regulatory Authority.



Michael L. Vild
Deputy Commissioner

On Behalf of the
Department of Insurance
of the State of Delaware



Phillip Thorpe
Chairman & CEO

On Behalf of the
QFC Regulatory Authority

Date: 3/27/07

Date: 20/03/2007