

Memorandum of

Understanding between the Public Security Department and the Central Bank of Jordan

For the aim of attaining a fruitful and constructive cooperation between the Public Security Department and the Central Bank of Jordan in the field of fortifying the business of banks in Jordan to deter banking fraud operations and avoid deficiency in technical and technological issues, an agreement is concluded therein on the date of 20/Shawal/1431 Hijri, corresponding to 29/9/2010 between each of the following:

1. The Public Security Department represented by His Excellency The Director of Public Security, referred to later on as "The First Party" and their address is: Amman- Jordan Phone (192) Fax: (4620890).
2. The Central Bank of Jordan represented by His Excellency the Governor of the Central Bank of Jordan, referred to later on as "The Second Party" and their address is: Amman- Jordan Phone (4630301) Fax: (4638889).

Prelude:

Security is not a narrow concept limited to the prevention and deterring of crime alone. It is one of the fundamental pillars of national public interest in any society, and it means the political, economic and social security. This parallels the two parties' policy in advancing their understanding and methods to the level of absorbing the economic, political, and social requirements in all national activities of the country for the purpose of achieving stability in the political, economic, and social conditions that conform with and realize the higher national policy of the country.

In view of the rise in the number and types of crimes as well as the development in criminal methods in light of the rapid progress in the information technology used in our days, in addition to the First Party's efforts in thwarting and limiting crime and following up the international developments in all criminal fields; the first party therein has created units to investigate and follow up new crimes (economic crimes, information and communication technology crimes) to deal with this sort of crime and criminals.

Considering that the Second Party represents the regulatory and supervisory party for banks' business in Jordan to maintain monetary stability and ensure the safety of the Jordanian banking sector's business as a part of the national economy, and whereas the first party aims at realizing the concept of comprehensive security through fighting and preventing crime, and due to the existence of some weaknesses that emerged lately in the business of some

domestic banks, and seeing that some banks and some of their customers have fallen victims as a result of the accelerating growth in recent technology, and since both parties' interest requires confronting these new crimes through joint cooperation; the frameworks for this joint cooperation is set to be as follows:

First Item:

The prelude of this memorandum is deemed an integral part of it and shall be read as one unit in addition to all correspondence preceding the signing of this memorandum.

Second Item: Facets of Cooperation:

The two parties agreed to quarterly exchange information between each other in the field of crimes related to banks' business, which encompass among many: counterfeiting; banking fraud; hacking of banks' websites; spam emails; unauthorized access to the servers and information of banks, their clients, automated teller machines plus tampering with them, and automated teller machines' cards; theft of customers' data; illegal use of automated teller machine's cards; the electronic clearance; surveillance cameras; and other banking theft and fraud operations, all in line with related legislations.

Third Item: The Obligations of the First Party:

- A) Notifying the Second Party in writing of any new fraudulent methods directed at banks and their clients which appear in the complaints received by the First Party or from any other party so that such methods are circulated to all banks in Jordan to take the procedures guaranteeing the prevention of their occurrence.
- B) Notifying the Second Party of gaps and technical errors committed by banks for the purposes of setting the proper technical solutions, as well as notifying the Second Party of any negligence or non-conformance by any bank in Jordan to the regulations issued and circulated by the First Party.
- C) Performing thorough and complete investigations of all complaints and observations received from banks, and taking all necessary legal procedures plus informing the Second Party of any default or failure to inform or delay in informing of any crime suffered by the bank or any of its customers so that proper procedures are taken by the Second Party.
- D) The First Party has the right to cooperate with any other party inside or outside Jordan for the purposes of attaining the facets of cooperation with the Second Party.

Fourth Item: The Second Party Obligations:

- A) Providing the First Party with available information to implement their duties in the field of preventing and uncovering crime in line with valid legislations, without violating the Provisions of the Items from (72) to (75) of the valid Banking Law.
- B) The Second Party must notify banks operating in the kingdom of any developments received from the First Party concerning the used criminal methods in relation to banks' business.

Fifth Item: The Period of the Memorandum:

This memorandum is valid as of the date of its signing, and will remain valid unless any Party requests its termination (30) days prior to the date they set.

Sixth Item: Amendment of the Memorandum:

This Memorandum may be amended or rectified per a written notification by either party and with their joint consent.

Seventh Item: Correspondence:

For the purposes of implementing this Memorandum, correspondence between the two parties must be conducted through formal letters or official email. In this respect, the First Party is deputized by the Criminal Investigation Bureau.

Eighth Item: General Provisions:

- A) The two parties abide by maintaining confidentiality of any pieces of information or documents received from the other party, and pledge not to disclose them except in accordance with valid laws.
- B) Naming liaison officers between the two parties for the purposes of facilitating the exchange of information and performing the actions of coordination and follow- up.
- C) The two parties shall hold joint meetings whenever necessary to discuss matters of mutual interest.
- D) Each party, upon the invitation of the other party, has the right to attend conferences, seminars, workshops, and training courses that are related to subjects of mutual interest and are held by the other party.
- E) A meeting is held whenever necessary. It will be organized by the Second Party in coordination with the First Party and with the

attendance of their representatives (from the Criminal Investigation Bureau), and it shall be attended by representatives of all commercial banks in order to discuss any suggestions or propositions or shortcomings that have appeared during the period prior to the meeting for the purposes of improving performance and avoiding making mistakes in the future.

Ninth Item: The Copies of the Memorandum:

The Memorandum has been issued in two original copies. Each party is handed one copy for them to act accordingly.
Issued in Amman on 29/9/2010.

The First Party: Public Security Department

The second Party: Central Bank of Jordan