

**MEMORANDUM OF UNDERSTANDING CONCERNING CONSULTATION,
COOPERATION AND THE EXCHANGE OF INFORMATION
RELATED TO THE SUPERVISION OF COVERED FIRMS**

In view of the globalization of the world's financial markets and the increase in cross-border operations and activities of Covered Firms, the Autorité des marchés financiers and the Autoriteit Financiële Markten (together, the "Authorities") have reached this Memorandum of Understanding ("MOU") regarding consultation, cooperation and the exchange of information in the supervision and oversight of regulated firms that operate on a cross-border basis in both (i) Québec, Canada and (ii) the Netherlands. The Authorities express, through this MOU, their willingness to cooperate with each other in the interest of fulfilling their respective regulatory mandates in the context of supervising firms within the scope of this MOU, particularly in the areas of protecting customers; fostering the integrity of and maintaining confidence in financial markets; and reducing systemic risk.

ARTICLE ONE: DEFINITIONS

For purposes of this MOU:

1. "Authority" means:
 - a. In Québec, the Autorité des marchés financiers ("AMF"); or
 - b. In the Netherlands, the Autoriteit Financiële Markten ("AFM").
2. "Requesting Authority" means an Authority making a request under this MOU.
3. "Requested Authority" means the Authority to whom a request is made under this MOU.
4. "Covered Firm" means a Person that is, or that has applied to be, authorized, designated, recognized, qualified, registered, supervised, exempt or overseen by one or more of the Authorities pursuant to Laws and Regulations, which may include regulated markets, exchanges, Multilateral Trading Facilities ("MTFs"), and Alternative Trading Systems ("ATs").
5. "Covered Matters" means all securities and derivatives-related activities and conduct of a Covered Firm that are governed by Laws and Regulations.
6. "Laws and Regulations" means:
 - a. For the AMF, the Québec *Securities Act*, CQLR, c. V-1.1 and related regulations and successor legislation, the Québec *Derivatives Act*, CQLR, c. I-14.01 and related regulation and successor legislation, the Québec *Act respecting the regulation of the financial sector*, CQLR, c. E-6.1 and related regulations and successor legislation and other relevant requirements in Québec; and
 - b. For the AFM, Regulation (EU) No. 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and traderepositories ("EMIR") and related EC Delegated Regulations as parts of the European Union ("EU") law; The Markets in Financial

Instruments Directive 2014/65/EU (MIFID II) and implementing legislation; Regulation (EU) No. 600/2014 on Markets in Financial Instruments ("MiFIR"); Regulation (EU) No 596/2014 on market abuse ('MAR') and the Dutch Act on Financial Supervision ('AFS,' Wet op het financieel toezicht); and other relevant requirements in the Netherlands.

7. "Person" means a natural or legal person, or unincorporated entity or association, including partnership, trust, investment company, or corporation, and may be a Covered Firm.
8. "Books and Records" means documents, electronic media, and books and records within the possession, custody, or control of, and other information about, a Covered Firm.
9. "On-Site Visit" means any regulatory visit to the premises of a Covered Firm for the purposes of ongoing supervision and oversight in relation to its Covered Matters, including the inspection of Books and Records.
10. "Local Authority" means the Authority in whose jurisdiction a Covered Firm that is the subject of an On-Site Visit is physically located.
11. "Visiting Authority" means the Authority conducting an On-Site Visit.
12. "Emergency Situation" means the occurrence or imminent occurrence of an event that could materially impair the financial or operational condition of a Covered Firm.
13. "Governmental Entity" means:
 - a. If the Requesting Authority is the AMF, the Ministry of Finance - Québec;
 - b. If the Requesting Authority is the AFM:
 - i. Dutch Central Bank ("DNB"); and
 - ii. the Dutch Public Prosecution Service ("Openbaar Ministerie").

ARTICLE TWO: GENERAL PROVISIONS

14. This MOU is a statement of intent to consult, cooperate, and exchange information in connection with the supervision and oversight of Covered Firms with respect to their Covered Matters. The cooperation and information sharing arrangements under this MOU should be interpreted and implemented in a manner that is permitted by, and consistent with, the legal requirements applicable to each Authority. No domestic secrecy, blocking laws or regulations should prevent an Authority from providing assistance to the other Authority. The Authorities anticipate that cooperation primarily will be achieved through ongoing informal consultations, supplemented as needed by more formal cooperation, including through mutual assistance in obtaining information related to Covered Firms with respect to their Covered Matters. The provisions of this MOU are intended to support both informal consultations and formal cooperation, as well as to facilitate the written exchange of non-public information in accordance with applicable laws.

15. This MOU does not create any legally binding obligations, confer any rights, or supersede laws or regulations in force in the Netherlands or in Québec. This MOU does not confer upon any Person 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 MOU.
16. This MOU is not intended to limit or condition the discretion of an Authority in any way in the discharge of its regulatory responsibilities or to prejudice the individual responsibilities or autonomy of any Authority. This MOU does not limit an Authority to taking solely those measures described herein in fulfillment of its functions. In particular, this MOU does not affect any right of any Authority to communicate with, conduct an On-Site Visit of (subject to the procedures described in Article Five), or obtain information or documents from any Person subject to its jurisdiction that is physically located in the jurisdiction of the other Authority.
17. This MOU is intended to complement but does not alter the terms and conditions of existing arrangements, including:
 - a. The *IOSCO Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information* (established in 2002) (“IOSCO MMOU”), to which the AMF and AFM are signatories, which covers primarily information sharing in the context of enforcement matters;
 - b. The *Administrative Arrangement for the transfer of personal data* (“Personal Data Arrangement”), to which the AMF (April 30, 2019) and the AFM are signatories; and
 - c. Any other future arrangements concerning cooperation in securities matters to which the Authorities become signatories.

The Personal Data Arrangement supplements existing arrangements between the Authorities and sets forth certain safeguards for the transfer of personal data. The Authorities acknowledge that they will act consistent with the Personal Data Arrangement with respect to any transfer, processing or sharing of personal data between them under this MOU. The Authorities agree to apply the safeguards specified in the Personal Data Arrangement.

18. To facilitate cooperation under this MOU, the Authorities hereby designate contact persons as set forth in Appendix A, which may be amended from time to time by an Authority transmitting revised contact information in writing to the other Authority.

ARTICLE THREE: SCOPE OF SUPERVISORY CONSULTATION, COOPERATION, AND EXCHANGE OF INFORMATION

General

19. The Authorities recognize the importance of close communication concerning Covered Firms and intend to consult regularly, as appropriate, regarding:
 - a. General supervisory issues, including regulatory, oversight, or other related developments;

- b. Issues relevant to the operations, activities, and regulation of Covered Firms with respect to their Covered Matters; and
 - c. Any other areas of mutual supervisory interest.
20. The Authorities recognize in particular the importance of close cooperation in the event that a Covered Firm, particularly one whose failure likely would be systemically important to an Authority, experiences, or is threatened by, a potential financial crisis or other Emergency Situation.
21. Cooperation will be most useful in, but is not limited to, the following circumstances where issues of common regulatory concern may arise:
- a. The initial application of a Covered Firm for authorization, registration, or exemption from registration, and the acquisition, disposal or increase of significant holdings in a Covered Firm (*e.g.*, to assess eligibility of new beneficial owners of significant fractional interest);
 - b. The ongoing supervision and oversight of a Covered Firm with respect to its Covered Matters, including compliance with Laws and Regulations in either jurisdiction; and
 - c. Regulatory or supervisory actions or approvals taken in relation to a Covered Firm by the AMF or the AFM that may materially impact the operations of the Covered Firm with respect to its Covered Matters in the jurisdiction of the other Authority.

Event-Triggered Notification

22. As appropriate in the particular circumstances and with respect to Covered Matters, each Authority will endeavor to inform the other Authority promptly, and where practicable in advance, of:
- a. Any significant legislative changes that may have a material impact on the operations, activities, reputation, rules, or procedures of a Covered Firm with respect to its Covered Matters;
 - b. Any material event of which the Authority is aware that could adversely impact the financial or operational stability of a Covered Firm. Such events include the failure of the Covered Firm to satisfy any of its requirements for continued authorization, registration, or exemption from registration where that failure could have an adverse effect in the jurisdiction of the other Authority, as well as any known material change in the ownership, operating environment, operations, financial resources, management, or systems and controls of a Covered Firm; and
 - c. Enforcement actions or sanctions or significant regulatory actions, including the revocation, suspension, or modification of authorization, registration, or exemption from registration, concerning a Covered Firm and/or any individual involved in the Covered Matters of a Covered Firm, which may have a material impact on the Covered Firm.
23. The determination of what constitutes “materially impact” for purposes of Paragraph 21 or “material impact”, “material event”, “adversely impact”, “adverse effect”, “material change”,

“enforcement actions or sanctions”, or “significant regulatory actions” for purposes of Paragraph 22 will be left to the reasonable discretion of the relevant Authority that determines to notify the other Authority.

Request-Based Information Sharing

24. To the extent appropriate to supplement informal consultations, upon written request, the Requested Authority intends to provide the Requesting Authority the fullest possible cooperation subject to the terms in this MOU in assisting the Requesting Authority’s supervision and oversight of Covered Firms with respect to Covered Matters, including assistance in obtaining and interpreting information that is relevant to ensuring compliance with the Laws and Regulations of the Requesting Authority and that is not reasonably otherwise available to the Requesting Authority. Such requests will be made pursuant to Article Four of this MOU, and the Authorities anticipate that such requests will be made in a manner that is consistent with the goal of minimizing administrative burdens.
25. The information covered by Paragraph 24 includes, without limitation:
- a. Information responsive to requests from an Authority related to the fitness of an applicant for authorization, registration, or exemption from registration;
 - b. Information relevant to the financial and operational condition of a Covered Firm, including, for example, financial resources, risk management, and internal control procedures;
 - c. Relevant regulatory information and filings that a Covered Firm is required to submit to an Authority including, for example, interim and annual financial statements, periodic reports on the procedures to carry out services and activities and on internal controls, early warning notices and other event-based communications;
 - d. Regulatory reports prepared by an Authority, including, for example, examination reports, findings, or information contained in such reports regarding Covered Firms; and
 - e. Relevant pending legislative and/or regulatory changes that may have a material impact on the operations, activities, reputation, rules, or procedures of a Covered Firm with respect to its Covered Matters.

Periodic Meetings

26. Representatives of the Authorities intend to meet periodically, as appropriate, to update each other on their respective functions and regulatory oversight programs and to discuss issues of common interest relating to the supervision of Covered Firms, including: contingency planning and crisis management, systemic risk concerns, the adequacy of existing cooperative arrangements, and the possible improvement of cooperation and coordination between the Authorities. Such meetings may be conducted by video-conference, conference call or on a face-to-face basis, as appropriate.

ARTICLE FOUR: EXECUTION OF REQUESTS FOR INFORMATION

27. To the extent possible, a request for information pursuant to Article Three should be made in writing (which may be transmitted electronically) and addressed to the relevant contact person(s) identified in Appendix A. A request generally should specify the following:
- a. The information sought by the Requesting Authority;
 - b. A general description of the matter that is the subject of the request;
 - c. The purpose for which the information is sought; and
 - d. The desired time period for reply and, where appropriate, the urgency thereof.

Information in response to the request, as well as any subsequent communication among Authorities, may be transmitted electronically. Any electronic transmission should use means that are appropriately secure in light of the confidentiality of the information being transmitted.

The Requesting Authority and the Requested Authority should refer to the Personal Data Arrangement in requesting or providing personal data pursuant to this MOU.

28. In an Emergency Situation, the Authorities will endeavor to notify each other as soon as possible of the Emergency Situation and will communicate information as appropriate in the particular circumstances, taking into account all relevant factors, including the status of efforts to address the Emergency Situation. During an Emergency Situation, requests for information may be made in any form, including orally, provided such communication is confirmed in writing as promptly as possible following such notification.

ARTICLE FIVE: ON-SITE VISITS

29. In fulfilling its supervision and oversight responsibilities pursuant to, and to ensure compliance with, its Laws and Regulations in connection with Covered Matters of Covered Firms, an Authority may need to conduct On-Site Visits to a Covered Firm physically located in the jurisdiction of the other Authority. Each Authority will consult and work collaboratively with the other Authority in conducting an On-Site Visit.
30. An On-Site Visit by an Authority will be conducted in accordance with the following procedure:
- a. The Visiting Authority will provide advance notice to the Local Authority of its intent to conduct an On-Site Visit and consult with a view to reaching an understanding on the intended timeframe for, and the scope of, the On-Site Visit. When establishing the scope of any proposed On-Site Visit, the Visiting Authority will give due and full consideration to the supervisory activities of the Local Authority and any information that was made available or is capable of being made available by the Local Authority. Other than in exceptional circumstances, the Visiting Authority will notify the Local Authority at least two weeks prior to notifying the Covered Firm.
 - b. The Local Authority will endeavor to share any relevant reports, or information contained therein, related to examinations it may have undertaken of the Covered Firm.

- c. The Authorities intend to assist each other regarding On-Site Visits, including providing information that is available prior to the On-Site Visit; cooperating and consulting in reviewing, interpreting, and analyzing the contents of public and non-public Books and Records; and obtaining information from directors and senior management of a Covered Firm.
- d. The Authorities will consult with each other, and the Local Authority may, if required by relevant Laws and Regulations or in its discretion, accompany or assist the Visiting Authority during the On-Site Visit, or the Authorities may conduct joint On-Site Visits where appropriate.

ARTICLE SIX: PERMISSIBLE USES OF INFORMATION

- 31. The Requesting Authority may use non-public information obtained under this MOU solely for the supervision and oversight of Covered Firms pursuant to, and to ensure compliance with, the Laws and Regulations of the Requesting Authority with respect to Covered Matters.
- 32. The Authorities recognize that, while this MOU is not intended to gather information for enforcement purposes, subsequently an Authority may want to use the non-public information provided pursuant to this MOU for enforcement purposes. In cases where a Requesting Authority seeks to use non-public information obtained pursuant to this MOU for enforcement purposes, including in conducting investigations or taking enforcement action, treatment of the non-public information will be in accordance with the use and confidentiality provisions of the IOSCO MMOU and, provided both of the Authorities are signatories, the *IOSCO 2016 Enhanced Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information*.
- 33. Before using non-public information furnished under this MOU for any purpose other than those stated in Paragraphs 31 and 32, the Requesting Authority must first consult with and obtain the written consent of the Requested Authority for the intended use. If consent is denied by the Requested Authority, the Authorities will consult to discuss the reasons for withholding approval of such use and the circumstances, if any, under which the intended use by the Requesting Authority might be allowed.
- 34. If an Authority (“Receiving Authority”) receives, via a party that is not a signatory to this MOU, non-public information, which the Receiving Authority is made aware that it was originally provided by the other Authority (“Disclosing Authority”) and that is related to the Disclosing Authority’s supervision and oversight of a Covered Firm with respect to its Covered Matters, the Receiving Authority will use and treat the information in accordance with the terms of this MOU.
- 35. The restrictions in this Article do not apply to an Authority’s use of information it obtains directly from a Covered Firm, whether during an On-Site Visit or otherwise. However, where non-public information is provided to the Requesting Authority pursuant to an information-sharing request pursuant to Article Four of this MOU, the restrictions in this MOU apply to the use of the information by that Requesting Authority.

ARTICLE SEVEN: CONFIDENTIALITY OF INFORMATION AND ONWARD SHARING

36. Except for disclosures in accordance with this MOU, each Authority will keep confidential, to the extent permitted by law, non-public information shared under this MOU, requests made under this MOU, the contents of such requests, and any other matters arising under this MOU.
37. As required by law, it may become necessary for a Requesting Authority to share non-public information obtained under this MOU with a Governmental Entity in its jurisdiction. In these circumstances and to the extent permitted by law:
 - a. The Requesting Authority will notify the Requested Authority; and
 - b. Prior to the Requesting Authority sharing the non-public information, the Requesting Authority will provide adequate assurances to the Requested Authority concerning the Governmental Entity's use and confidential treatment of the information, including, as necessary, assurances that:
 - i. The Governmental Entity has confirmed that it requires the information for a purpose within the scope of its jurisdiction; and
 - ii. The information will not be shared by the Governmental Entity with other parties unless a) the Governmental Entity is required to do so by law and provided that the Requested Authority is notified in advance accordingly, or b) the Requested Authority has provided prior written consent.
38. Except as provided in Paragraphs 37 and 39, the Requesting Authority must obtain the prior written consent of the Requested Authority before disclosing non-public information received under this MOU with any non-signatory to this MOU. The Requested Authority will take into account the level of urgency of the request and respond in a timely manner. During an Emergency Situation, consent may be obtained in any form, including orally, provided such communication is confirmed in writing as promptly as possible following such notification. If consent is denied by the Requested Authority, the Authorities will consult to discuss the reasons for withholding approval of such disclosure and the circumstances, if any, under which the intended disclosure by the Requesting Authority might be allowed.
39. To the extent possible, the Requesting Authority intends to notify the Requested Authority of any legally enforceable demand for non-public information furnished under this MOU. When complying with the demand, the Requesting Authority intends to assert all appropriate legal exemptions or privileges with respect to such information as may be available.
40. The Authorities intend that the sharing or disclosure of non-public information, including deliberative and consultative materials, such as written analysis, opinions, or recommendations relating to non-public information that is prepared by or on behalf of an Authority, pursuant to the terms of this MOU, will not constitute a waiver of privilege or confidentiality of such non-public information.

ARTICLE EIGHT: AMENDMENTS

41. The Authorities will periodically review the functioning and effectiveness of this MOU with a view, *inter alia*, to expanding or altering the scope or operation of this MOU should that be judged necessary. This MOU can only be amended with the written consent of the Authorities referred to in Paragraph 1.

ARTICLE NINE: EXECUTION OF MOU

42. Cooperation in accordance with this MOU will become effective on the date this MOU is signed by the Authorities.

ARTICLE TEN:

43. Where the relevant functions of an Authority are transferred or assigned to another authority or authorities, the terms of this MOU shall apply to the successor authority or authorities performing those relevant functions without the need for any further amendment to this MOU or for the successor to become a signatory to the MOU, and notice will be provided to the other Authority. This will not affect the right of any Authority to terminate the MOU as provided hereunder. The Authorities shall work to ensure a seamless transition to any successor into the MOU, including the continued handling of outstanding matters.
44. Where regulatory functions have been assigned to another authority or authorities under Paragraph 43, the successor authority may use non-public information previously obtained under this MOU if the successor authority uses and treats the information in accordance with the terms of this MOU.

ARTICLE ELEVEN: TERMINATION

45. Cooperation in accordance with this MOU will continue until the expiration of 30 days after an Authority gives written notice to the other Authority of its intention to terminate the MOU. If an Authority gives such notice, the parties will consult concerning the disposition of any pending requests. If consensus cannot be reached through consultation, cooperation will continue with respect to all requests that were made under the MOU before the expiration of the 30-day period until all requests are fulfilled or the Requesting Authority withdraws such request(s). In the event of termination of this MOU, information obtained under this MOU will continue to be treated in the manner prescribed under Articles Six and Seven.

This MOU is signed in duplicate.



Member of the Executive Board
Autoriteit Financiële Markten

Date: 8/12/2022



Louis Morisset
President and CEO
Autorité des marchés financiers

Date: November 24, 2022

APPENDIX A

CONTACT PERSONS

In addition to the following contact information, the AMF and the AFM will exchange confidential emergency contact telephone information.

AFM

Autoriteit Financiële Markten
Vijzelgracht 50
1017 HS Amsterdam
The Netherlands
Phone : +31 20 797 2000
Email : International.Request@afm.nl

AUTORITÉ DES MARCHÉS FINANCIERS

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