

# Multilateral Memorandum of Understanding on Cooperation for Information Sharing Regarding Participants in a Clearing or Settlement System

## Preamble

This Multilateral Memorandum of Understanding (MMoU) is agreed between, on the one hand, the Bank of England/Prudential Regulation Authority (the “UK Authority”), and any of the Authorities listed in Appendix A to this MMoU, on the other hand (each an “*EEA Authority*”, together the “*EEA Authorities*”).

The UK Authority, on the one hand, and the EEA Authorities, on the other hand, express, through this MMoU, their willingness to cooperate with each other concerning information regarding clearing members of central counterparties (CCPs) and participants of central securities depositories (CSDs) for the purposes of strengthening the effectiveness of CCP and CSD supervision.

This MMoU is not intended to facilitate cooperation and/or exchange of information among EEA Authorities themselves.

## Article 1. Definitions

“Authority” means a party to this MMoU or any successor thereof;

“Emergency Situation” means the occurrence or potential imminent occurrence of an event that could materially impair the financial or operational conditions of a CCP or of a CSD or of a clearing member or of a CSD Participant;

“CCP” means a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer;

“Clearing member” means an undertaking which participates in a CCP and which is responsible for discharging the financial obligations arising from that participation;

“CSD” means a legal person that operates a securities settlement system and provides notary services or central maintenance services;

“CSD Participant” means any participant in a securities settlement system operated by a CSD, which is responsible for discharging the financial obligations arising from transfer orders within that securities settlement system;

“Onward Receiving Authorities”:

- i. If the Requesting Authority is the Bank of England/Prudential Regulation Authority, the onward receiving authority is the Financial Conduct Authority, and

- ii. If the Requesting Authority is an EEA Authority, the onward receiving authorities are any of the following:
  - (a) ESMA;
  - (b) The other EEA Authorities, or
  - (c) Central Banks or Prudential Regulators in the EEA other than the EEA Authorities.

“Laws and Regulations” means for the Requesting Authority the provisions of the laws applicable in the jurisdictions of the Authorities regarding CCP or CSD supervision, the regulations promulgated thereunder, and other regulatory requirements, that fall within the competence of the Authorities, including but not limited to the areas covered in Article 3(1) herein;

“Laws and Regulations” means for the Requested Authority the provisions of the laws applicable in the jurisdictions of the Authorities regarding member/participant supervision, the regulations promulgated thereunder, and other regulatory requirements, that fall within the competence of the Authorities, including but not limited to the areas covered in Article 3(1) herein;

“Participant in a clearing or settlement system” means a clearing member of a CCP and a CSD participant;

“Person” means a natural or legal person, or an unincorporated entity or association including but not limited to, partnerships and trusts;

“Prudential Regulator” means any national prudential authority in the jurisdiction of the relevant Authority whose competence is established under the relevant law;

“Requested Authority” means the Authority to whom a request is made under this MMoU;

“Requesting Authority” means the Authority making a request under this MMoU.

## **Article 2. General principles**

1. This MMoU is a statement of intent to consult, cooperate and exchange information in relation to Participants in a clearing or settlement system under the Laws and Regulations for the purposes of performing the supervisory tasks of the participating authorities regarding CCP and CSD supervision, in a manner consistent with, and permitted by, the laws and requirements that govern the Authorities.
2. This MMoU does not create any legally binding obligations, confer any enforceable rights, or supersede applicable legislation. This MMoU 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 MMoU.
3. This MMoU does not intend to limit an Authority to taking solely those measures described herein in fulfilment of its functions. In specific circumstances, where applicable Laws and Regulations provide, information may be obtained for supervisory purposes by an Authority directly from Participants in a clearing or settlement system subject to or

operating in its jurisdiction. In such a case, a copy of any such request is sent at the same time to the other Authority.

4. The Authorities should, within the framework of this MMoU, provide one another with the fullest cooperation permissible to better enable them to carry out the responsibilities entrusted to them under the Laws and Regulations. Following consultation, assistance may be denied:
  - a) where the cooperation would require an Authority to act in a manner that would violate the applicable legislation;
  - b) where a request for assistance is not falling within the scope of this MMoU or is not made in accordance with the terms of this MMoU, or
  - c) for reasons of public interest.

In case of denial, the Requested Authority will provide the reasons for not granting the assistance.

Where the Requested Authority presents objective grounds by reasons of which the request cannot be fulfilled in part or in whole, the Authorities will consult with a view to reaching an understanding on the assistance to be provided.

5. No domestic banking secrecy, blocking laws or regulations should prevent an Authority from providing assistance to the other Authority.
6. The Authorities will periodically review the functioning and effectiveness of the cooperation arrangements between the Authorities with a view, *inter alia*, to expanding or altering the scope or operation of this MMoU should that be deemed necessary, for instance, in the event of changes in the Laws and Regulations in force or applied by either the UK Authority or the EEA Authorities or changes to banking secrecy or blocking laws or regulations referenced in the previous paragraph.
7. This MMoU can be supplemented with bilateral additions between an EEA Authority, on one hand, and the UK Authority, on the other hand.
8. To facilitate cooperation under this MMoU, the Authorities hereby designate contact points as set forth in Appendix B.
9. Each Authority will endeavour to notify the other Authority or Authorities if it proposes to take any enforcement, supervisory or regulatory action in relation to a Participant in a clearing or settlement system which might have a material effect on the performance of the duties of the Participant in a clearing or settlement system supervised by the above-mentioned Authority or Authorities. If it is not possible to notify the other Authority or Authorities before taking such action, notification shall be made as soon as practicable thereafter.
10. The Authorities will seek to inform each other as soon as practicable of any known material events relating to a Participant in a clearing or settlement system that could have a material adverse effect in the other jurisdiction.

### **Article 3. Scope of cooperation**

1. The Authorities recognise the importance of close communication concerning supervision of Persons in their capacity as Participants in clearing or settlement systems given the potential impact of issues concerning the Participants in clearing or settlement systems on the orderly operation of CCPs and CSDs and intend to cooperate regarding:
  - a) general issues, including with respect to regulatory, supervisory or other developments that may impact the operations of a Participant in a clearing or settlement system in the jurisdiction of the other Authority or Authorities;
  - b) issues relevant to the operations, activities, and supervision of Participants in clearing or settlement systems; and
  - c) any other areas of mutual supervisory interest that may impact the operations of a Participant in a clearing or settlement system in the jurisdiction of the other Authority or Authorities.
2. The Authorities recognise in particular the importance of close cooperation in the event that Participants in clearing or settlement systems experience, or are threatened by, an Emergency Situation.
3. Cooperation will be most useful in circumstances where issues of regulatory, supervisory or enforcement concern may arise, including but not limited to:
  - a) the initial application for admission as Participant in a clearing or settlement system;
  - b) the ongoing supervision and oversight of a Participant in a clearing or settlement system that may impact the operations of a Participant in a clearing or settlement system in the jurisdiction of the other Authority or Authorities, including, for example, compliance with statutory and regulatory requirements in either jurisdiction;
  - c) regulatory, supervisory or enforcement actions taken by one Authority that may impact the operations of a Participant in a clearing or settlement system in the jurisdiction of the other Authority or Authorities, and
  - d) the opening of insolvency proceedings against a Participant in a clearing or settlement system.
4. Each Authority (either on its own initiative or upon written request) intends to provide the other Authority with assistance in endeavouring to obtain information not otherwise available to the Requesting Authority relevant to the operations of a Participant in a clearing or settlement system in the jurisdiction of the other Authority or Authorities, subject to compliance with applicable laws and where that is necessary for the effective supervision of the CCP or CSD.
5. Information to be provided under the previous paragraph should include, but it is not limited to, information relevant to:
  - a) systemic risk issues;

- b) investor protection issues;
- c) the fitness or probity of a Participant in a clearing or settlement system;
- d) the ability of a Participant in a clearing or settlement system to comply with the relevant obligations of the system, including the ability of a Participant in a clearing or settlement system to meet its financial commitments.

#### **Article 4. Meetings of Authorities**

The Authorities intend to meet, as reasonably necessary, to discuss issues of common interest relating to the supervision of Participants in clearing or settlement systems. Such meetings may be conducted by conference call or on a face-to-face basis, as appropriate.

#### **Article 5. Requests for assistance**

1. Requests for the provision of information or other assistance by the designated contact point of the Requesting Authority (as designated in Appendix B) will, whenever possible, be made in writing and addressed to the relevant contact point of the Requested Authority (as designated in Appendix B).
2. To facilitate assistance, the Requesting Authority should specify in any written request:
  - a) a general description of the matter that is the subject of the request and the purpose for which the information or other assistance is sought, including the laws, regulations that relate to the subject matter of the request;
  - b) the information or other assistance sought by the Requesting Authority and why the information sought will be of assistance;
  - c) any information known to, or in the possession of, the Requesting Authority that might assist the Requested Authority in fulfilling the request;
  - d) an indication of any special precautions that should be taken in collecting the information, including the sensitivity of the information;
  - e) to whom, if anyone, onward disclosure of information is envisaged in accordance with Article 10(3)(a) of the MMoU; and
  - f) the desired time period for the reply and, where appropriate, the urgency thereof.
3. In Emergency Situations, the Authorities shall endeavour to notify each other of the Emergency Situation and communicate information between each other as deemed appropriate in the particular circumstances, taking into account all relevant factors. During Emergency Situations, requests for information or other assistance may be made in any form, including orally, provided such communication is confirmed in writing as promptly as possible following such notification.

4. Information responsive 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.

#### **Article 6. Cooperation and information exchange in relation to enforcement**

1. To the extent possible under the Laws and Regulations, the Authorities may request or exchange information under this MMoU for enforcement purposes where that is necessary for the effective supervision of a CCP or CSD.
2. If a request for assistance, as described in this MMoU, relates to actual or possible enforcement action, the request should clearly state that it is made for enforcement purposes. In such a case, the request should include as much detail as possible to allow the other Authority to consider it. The request should contain a description of the conduct or suspected conduct, as well as the facts underlying the investigation, the applicable legal framework, including the relevant provisions that may have been violated relating to the subject matter of the request, and the link between the specified rule or law and the regulatory functions of the requesting Authority.
3. In such circumstances, the Authorities should discuss and reach an understanding on the terms regarding the execution of a request for assistance for enforcement purposes, including whether staff from the Requesting Authority could be present during interviews which form part of an investigation or whether specific questions could be asked on its behalf by the Requested Authority.
4. The Authorities recognize that while information is not to be gathered under this MMoU primarily for enforcement purposes, subsequent to receiving information an Authority may wish to use the information for enforcement purposes. In such circumstances, the Requested Authority should be informed ahead of the use of the information for enforcement purposes.
5. A request for assistance may be denied by the Requested Authority where a criminal proceeding has already been initiated in the jurisdiction of the Requested Authority based upon the same facts and against the same Persons, or the same Persons have already been the subject of final punitive sanctions on the same charges by the competent authorities of the jurisdiction of the Requested Authority, unless the Requesting Authority can demonstrate that the relief or sanctions sought in any proceedings initiated by the Requesting Authority would not be of the same nature or duplicative of any relief or sanctions obtained in the jurisdiction of the Requested Authority.

#### **Article 7. Data Protection**

The Authorities acknowledge that the transfer of personal data will take place in accordance with the conditions laid down in the relevant data protection legislation applicable in the jurisdictions of the Authorities.

## **Article 8. Permissible uses of information**

1. The Requesting Authority may use non-public information obtained under this MMoU solely for the purposes of ensuring, monitoring or assessing compliance with the laws and regulations applicable to Participants in clearing or settlement systems, conducting a civil or administrative or criminal enforcement proceeding, protecting investors or assessing and identifying systemic risks.
2. Before using non-public information obtained under this MMoU for any purpose other than those stated in the previous paragraph, the Requesting Authority must obtain the written consent of the Requested Authority. 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.

## **Article 9. Confidentiality and onward sharing**

1. Except as provided for in this MMoU or pursuant to a legally enforceable demand, each Authority will keep confidential information shared under this MMoU, requests made under this MMoU, the contents of such requests, and any other matters arising under this MMoU. The terms of this MMoU are not confidential (bar the contact details in Appendix B).
2. To the extent legally permissible, the Requesting Authority will notify the Requested Authority of any legally enforceable demand from a third party for non-public information that has been furnished under this MMoU. Prior to compliance with a third party demand, the Requesting Authority intends to assert all appropriate legal exemptions or privileges with respect to such information as may be available.
3. In certain circumstances, and as required by law, it may become necessary for the Requesting Authority to share information obtained under this MMoU with an Onward Receiving Authority. In these circumstances and to the extent permitted by law:
  - a) The Requesting Authority will indicate such disclosure as well as its scope and purpose in the request for assistance;
  - b) Prior to passing on the information, the Requested Authority will receive adequate assurances concerning the Onward Receiving Authority's use and confidential treatment of the information, including, as necessary, assurances that:
    - a. The Onward Receiving Authority has confirmed that it requires the information for the purpose of enabling it to fulfil its responsibilities and mandates; and
    - b. The information will not be shared by the Onward Receiving Authority with other parties without getting the prior written consent of the Requested Authority.

- c) If the Requesting Authority intends to share confidential information with an Onward Receiving Authority in accordance with paragraph (3) of this Article for any purpose other than that stated in the initial request for assistance, it must obtain the prior consent of the Requested Authority.
4. Except as provided in paragraphs (2) and (3) of this Article, the Requesting Authority must obtain the prior consent of the Requested Authority before disclosing non-public information received under this MMoU. 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 not obtained from the Requested Authority, the Authorities will 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.
5. The Authorities acknowledge that the sharing or disclosure of non-public information, including but not limited to deliberative and consultative materials, pursuant to the terms of this MMoU, will not constitute a waiver of privilege or confidentiality of such information.

**Article 10. Entry into effect, amendments, additional Authorities and termination of the MMoU**

1. This MMoU shall take effect on the date following that on which European Union law ceases to apply in the UK or, if later, on the date of its signing by the Authorities.
2. Amendments to this MMoU, including the addition of new Appendices, can be made by written agreement of the parties. Amendments to the relevant contact point listed in Appendix B can be made by each Authority giving written notice to the other Authorities.
3. The Authorities agree that additional UK or EEA authorities competent for supervision of financial markets, Prudential Regulators or Central Banks may become Authorities under this MMoU by executing the Joinder Agreement included in Appendix C. With respect to such additional authorities, this MMoU will be effective as of the date of that Authority's signing of the joinder agreement under Appendix C.
4. If an Authority wishes to no longer be a party to this MMoU, it shall provide thirty (30) calendar days prior written notice to the other Authorities.
5. If an Authority gives such notice, the parties will consult concerning the disposition of any pending requests. If an agreement cannot be reached through consultation, cooperation will continue with respect to all requests for assistance that were made under the MMoU before the expiration of the 30-day period until all requests are fulfilled or the Requesting Authority withdraws such request(s) for assistance.
6. In the event of termination of this MMoU, information obtained under this MMoU will continue to be treated in the manner described under Articles 9 and 10 and cooperation under this MMoU will continue among the other Authorities.
7. Where the relevant functions of a party to this MMoU are transferred or assigned to another authority or authorities, the terms of this MMoU will apply to the successor authority or authorities performing those relevant functions without the need for any



further amendment to this MMoU or for the successor to become a party to the MMoU. This will not affect the right of the successor authority to terminate the MMoU as provided hereunder if it wishes to do so.

Signed in two original copies each in the English language and signed by the Authorities' duly authorised representatives.

For the Bank of England

Place and date: LONDON, 30<sup>TH</sup> APRIL

Signature: J. Cunliffe

Name: J. CUNLIFFE, DEPUTY GOVERNOR

For the Prudential Regulation Authority

Place and date: London, 29/04/2021

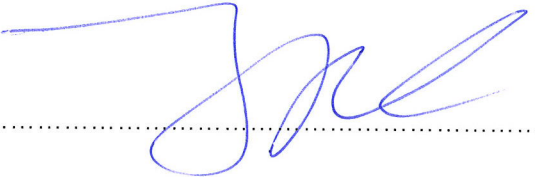
Signature:

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal stroke at the end, positioned to the right of the 'Signature:' label.

Name: David Bailey

For the Autoriteit Financiële Markten

Place and date: ..... Paris, Dec 4, 2019


Signature: ..... 

Name: ..... Jos Kuwelman

For the Autorité des marchés financiers

Place and date: Paris, 14 September 2020.....

Signé électroniquement  
par Robert OPHELE  
Le 14/09/2020



Signature: .....

Name: ...Robert Ophèle.....

For the Bundesanstalt für Finanzdienstleistungsaufsicht

Place and date: *Paris, 04.12.2019*

Signature: *Elisabeth Roogele*

Name: *Elisabeth Roogele*

For the Central Bank of Ireland


Place and date: *Paris, 4 December 2019*

Signature: *Colm Kincard*

Name: *COLM KINCARD*

For the Comissão do Mercado de Valores Mobiliários

Place and date: Paris, 2019.12.04.....

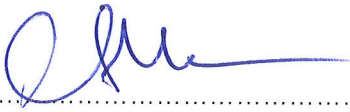
Signature: .....

Name: Gabriela Ingrid de Diao.....



For the Comisión Nacional del Mercado de Valores

Place and date: Paris 04.12.2019

Signature: 

Name: Sebastián Albello

For the Autoritatea de Supraveghere Financiară

Place and date: Bucharest 20 Dec 2019.

Signature: Dascalu

Name: ELENA - DOINA DASCĂLU

For the Commissione Nazionale per le Società e la Borsa

Place and date: PARIS, 4/12/2018

Signature: Carmine Di Noia

Name: CARMINE DI NOIA

For the Commission de Surveillance du Secteur Financier

Place and date: Paris, 4<sup>th</sup> December 2019

Signature: Claude Marx

Name: CLAUDE MARX

For the Επιτροπή Κεφαλαιαγοράς Κύπρου

Place and date: ..... Nicosia, 10.12.2019 .....

Signature: .....  .....

Name: ..... DEMETRA KALOGEROU .....

For the Česká národní banka


Place and date: Paris, 29/1/2020

Signature: Vojtěch Belling

Name: VOJTĚCH BELLING

For the Finansinspektionen


Place and date: *Stockholm 16/12-19*

Signature: 

Name: *Erik Thedéen*

For the Finanssivalvonta

Place and date: *Paris 4/12/2019*

Signature: 

Name: *Armi Taipale*



For the Finanstilsynet

Place and date: *Paris, dec 4, 2019*

Signature: 

Name: *Karen Abelskov*

For the Finanšu un kapitāla tirgus komisija

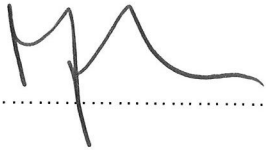
Place and date: RIGA, 6/1/2020

Signature: 

Name: SANTA PURGAILE

For the Finanzmarktaufsicht

Place and date: <sup>January</sup> Paris, ~~January~~ 29, 2020

Signature: 

Name: Dr. Marcel LOETSCHIER

For the Finantsinspektsioon

Place and date: TALLINN JANUARY 14, 2020

Signature: 

Name: KILVAR KESSLER

For the Komisja Nadzoru Finansowego

Place and date: ..... WARSAW 19.12.2019 .....

Signature: .....  .....

Name: ..... RAFAL MUCSINSKI .....

For the Комисията за финансов надзор

Place and date: ..... PARIS, 4 DECEMBER 2019

Signature: ..... 

Name: ..... VLADIMIR SAVOV

For the Financial Services and Markets Authority

Place and date: Brussels, 18th December 2019

Signature: .....

Name: Jean Paul Servais

For the Ελληνική Επιτροπή Κεφαλαιαγοράς

Place and date: *Paris, 4/12/2019*

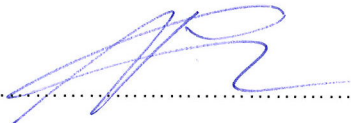
Signature: 

Name: *Vassiliki Lazaraki*



For the Lietuvos Bankas

Place and date: 04-12-2019 Paris

Signature: 

Name: Andreas Gros

For the Malta Financial Services Authority

Place and date: ..... 9 Jan 2020 Malta

Signature: .....  Joseph Cuschieri  
Chief Executive Officer  
Malta Financial Services Authority

Name: .....

For the Národná banka Slovenska

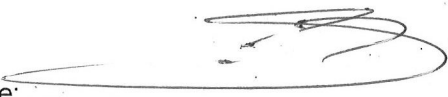
Place and date: *Bratislava, Slovakia* *20. MAR. 2020*

Signature: 

Name: *Peter Tkac*

For the Magyar Nemzeti Bank

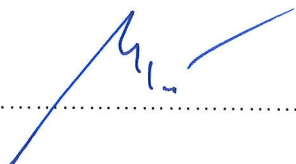
Place and date: BUDAPEST, 2020.04.21.

Signature: 

Name: GERGŐ SZENICZEY

For the Agencija za trg vrednostnih papirjev

Place and date: Ljubljana, January 31, 2020

Signature: 

Name: MILOŠ ČAS

For the Hrvatska agencija za nadzor financijskih usluga

Place and date: ZAGREB, 18. 12. 2019.

Signature: 

Name: ANTE ŽIGMAN

For the Central Bank of Iceland


Place and date: *Reykjavík 2 November 2020*

Signature: *Unnur Gunnarsdóttir*

Name: *Unnur Gunnarsdóttir*

For the Finanzmarktaufsicht

Place and date: Paris, 4.12.2019

Signature: 

Name: KLAUS KOMPFMÜLLER



For Finanstilsynet

Place and date: Oslo 12/2-20

Signature: Anne Merethe Bellamy

Name: ANNE MERETHE BELLAMY

## Appendix A

### List of Authorities

<b>UK Authorities</b>	
The Bank of England/Prudential Regulation Authority	
The Prudential Regulation Authority	
<b>EEA Authorities</b>	
Autoriteit Financiële Markten	The Netherlands
De Nederlandsche Bank	The Netherlands
Autorité des marchés financiers	France
Autorité de contrôle prudentiel et de résolution	France
Banque de France	France
Bundesanstalt für Finanzdienstleistungsaufsicht	Germany
Deutsche Bundesbank	Germany
Central Bank of Ireland	Ireland
Comissão do Mercado de Valores Mobiliários	Portugal
Comisión Nacional del Mercado de Valores	Spain
Autoritatea de Supraveghere Financiară	Romania
Commissione Nazionale per le Società e la Borsa	Italy
Banca d'Italia	Italy
Commission de Surveillance du Secteur Financier	Luxembourg
Επιτροπή Κεφαλαιαγοράς Κύπρου	Cyprus
Česká národní banka	Czech Republic
Finansinspektionen	Sweden
Finanssivalvonta	Finland
Finanstilsynet	Denmark
Finanšu un kapitāla tirgus komisija	Latvia

Finanzmarktaufsicht	Austria
Finantsinspeksioon	Estonia
Komisja Nadzoru Finansowego	Poland
Комисията за финансов надзор	Bulgaria
Financial Services and Markets Authority	Belgium
Ελληνική Επιτροπή Κεφαλαιαγοράς	Greece
Lietuvos Bankas	Lithuania
Malta Financial Services Authority	Malta
Národná banka Slovenska	Slovakia
Magyar Nemzeti Bank	Hungary
Agencija za trg vrednostnih papirjev	Slovenia
Hrvatska agencija za nadzor financijskih usluga	Croatia
The Central Bank of Iceland	Iceland
Finanstilsynet	Norway
Finanzmarktaufsicht	Liechtenstein
European Central Bank	EU

## Appendix B

### Contact points

Authorities	Contact details
The Bank of England	
The Prudential Regulation Authority	
Autoriteit Financiële Markten	
De Nederlandsche Bank	
Autorité des marchés financiers	
Autorité de contrôle prudentiel et de résolution	
Banque de France	
Bundesanstalt für Finanzdienstleistungsaufsicht	
Deutsche Bundesbank	
Central Bank of Ireland	
Comissão do Mercado de Valores Mobiliários	
Comisión Nacional del Mercado de Valores	
Autoritatea de Supraveghere Financiară	
Commissione Nazionale per le Società e la Borsa	
Banca d'Italia	
Commission de Surveillance du Secteur Financier	
Επιτροπή Κεφαλαιαγοράς Κύπρου	
Česká národní banka	
Finansinspektionen	

Authorities	Contact details
Finanssivalvonta	
Finanstilsynet	
Finanšu un kapitāla tirgus komisija	
Finanzmarktaufsicht	
Finantsinspeksioon	
Komisja Nadzoru Finansowego	
Комисията за финансов надзор	
Financial Services and Markets Authority	
Ελληνική Επιτροπή Κεφαλαιαγοράς	
Lietuvos Bankas	
Malta Financial Services Authority	
Národná banka Slovenska	
Magyar Nemzeti Bank	
Agencija za trg vrednostnih papirjev	
Hrvatska agencija za nadzor financijskih usluga	
The Central Bank of Iceland	
Finanstilsynet	
Finanzmarktaufsicht	
European Central Bank	

## **Appendix C**

### **Joinder Agreement**

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Joining Authority: \_\_\_\_\_

## Appendix C

### Joinder Agreement

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

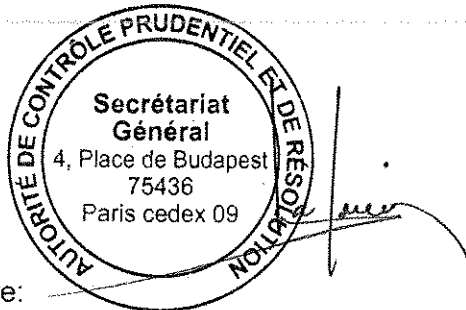
Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

Date: 22<sup>th</sup> November 2021

Name: Dominique Laboureix



Signature:

Joining Authority: Autorité de Contrôle Prudentiel et de Résolution

## Appendix C Joinder Agreement

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

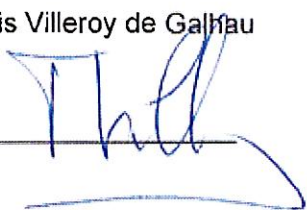
Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

Date: 5 November 2021

Name: François Villeroy de Galhau

Signature: \_\_\_\_\_



Joining Authority: Banque de France



## Appendix C Joinder Agreement

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

Hereby accedes to the MMoU on equal terms as the other Authorities.

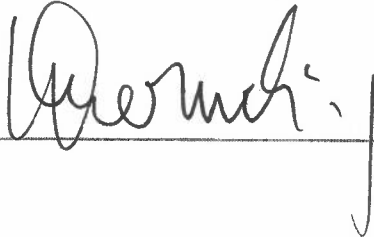
This declaration of joinder shall be effective on the date below.

Date: 29 October 2021

Name: Dr Joachim Wuermeling  
Member of the Executive Board

Karlheinz Walch  
Head of Banking and Financial Supervision  
Department

Signature: \_\_\_\_\_



Joining Authority: Deutsche Bundesbank

## **Appendix C**

### **Joinder Agreement**

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

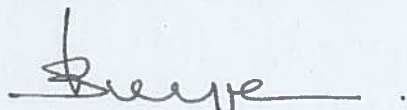
Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

Date: 25 November 2021

Name: O.C.H.M. Sleijpen, Executive Board Member

Signature:

A handwritten signature in black ink, appearing to read 'Sleijpen', followed by a period.

Joining Authority: De Nederlandsche Bank

## **Appendix C**

### **Joinder Agreement**

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

26 October 2021

26 October 2021

Andrea ENRIA  
Chair of the Supervisory Board

Frank ELDERSON  
Vice-Chair of the Supervisory Board



Joining Authority: European Central Bank

## Appendix C

### Joinder Agreement

The undersigned;

Having given notice to the Authorities of its intent to participate in this Multilateral Memorandum of Understanding on Cooperation for Supervision of Participants in a Clearing or Settlement System (MMoU);

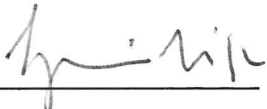
Having received no objection to the participation from any Authority that is currently a party thereto within 60 calendar days from the date of the notice;

Hereby accedes to the MMoU on equal terms as the other Authorities.

This declaration of joinder shall be effective on the date below.

Date: 21/12/2021

Name: IGNAZIO VISCO

Signature: 

Joining Authority: BANK OF ITALY