



Cayman Monetary Regulatory Authority International

At the forefront of financial regulation, the Cayman Monetary Regulatory Authority International (CMRAI) is dedicated to upholding the highest standards of financial oversight and compliance. Our mission is to safeguard the stability and integrity of the global financial system by ensuring that financial services operate within a framework of transparency, accountability, and excellence.

As a trusted partner to financial institutions worldwide, CMRAI provides rigorous supervision, innovative solutions, and strategic guidance to foster a secure and thriving financial environment. With decades of experience and a commitment to global standards, we stand as a pillar of trust and security in an ever-evolving financial landscape.

With a legacy of excellence in financial oversight, the Cayman Monetary Regulatory Authority International (CMRAI) is a beacon of trust in the international financial community. Our role extends beyond regulation; we are innovators, collaborators, and protectors of the global financial ecosystem. By fostering compliance, promoting best practices, and embracing technological advancements, CMRAI ensures that financial services remain resilient and adaptable in a dynamic global market.

Our comprehensive approach to regulation encompasses a deep understanding of financial risks and a proactive stance on emerging challenges. We are committed to empowering financial institutions with the tools and guidance necessary to navigate complex regulatory landscapes, thereby contributing to global economic stability and growth.

Multilateral Memorandum of Understanding By and Among The Cayman Monetary Regulatory Authority International (CMRAI) The Royal Cayman Islands Police Service The Office of the Director of Public Prosecutions The Anti-Corruption Commission The Cayman Islands Customs and Border Control The Cayman Islands Department of Commerce and Investment The Registrar of Companies, General Registry The Financial Reporting Authority The Cayman Islands Legal Practitioners Association The Cayman Islands Institute of Professional Accountants (the Signatories) ***** On the Exchange of Information For Co-operation, Consultation and Enforcement ***** [and Cayman, Cayman Islands February 2020

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2 THIS MULTILATERAL MEMORANDUM OF UNDERSTANDING (hereinafter Memorandum) is entered into this [Jgj] day of [], 2020 by and among the parties who are Signatories to this Memorandum. WHEREAS THE SIGNATORIES:

A. Recognise the need for mutual cooperation among the Signatories in the carrying out of their regulatory, supervisory and other functions under the relevant Laws, Regulations and Rules governing the Signatories.

B. Acknowledge the importance of compliance with relevant international standards established by international standard setting bodies such as the Financial Action Task Force and the Caribbean Financial Action Task Force.

C. Acknowledge further that the Laws, Regulations and Rules of each Signatory are designed to protect the legitimate interest of stake holders and may limit the transmission of information among Signatories and recognize that this Memorandum cannot override or modify such laws.

D. Acknowledge that this Memorandum is intended to enhance the existing working relationship among the Signatories

NOW THEREFORE, IT IS HEREBY AGREED between the Signatories as follows:

1. DEFINITIONS

Law, Regulations and Rules mean the provisions of the laws or the regulations and requirements promulgated thereunder governing the respective functions and duties of the Signatories.

Person means a natural person, body corporate, partnership, or unincorporated association, government or political subdivision, agency or instrumentality of a government;

Requested Signatory means the Signatory to whom a request is made pursuant to paragraph 5 of this Memorandum;

Requesting Signatory means the Signatory making a request pursuant to paragraph 4 this Memorandum.

2. INTENTION

2.1 This Memorandum sets forth a statement of intent of the Signatories to establish a framework for mutual assistance and to facilitate the exchange of information among the Signatories to enforce or secure compliance with any 3 Laws, Regulations or Rules relating to the functions and duties of the Signatories.

2.2 The Signatories intend to provide one another with assistance under this Memorandum to the full extent permitted by the Laws, Regulations and Rules governing each Signatory.

2.3 This Memorandum does not create any binding legal obligations upon the Signatories.

2.4 The Signatories intend, where legal authorisation is lacking, to actively pursue all avenues towards obtaining, by law, all the necessary powers for

the effective achievement of the objectives of the Memorandum, and to keep each other informed of developments in connection therewith. 2.6 The provisions of this Memorandum do not lead to the right of any person, including Signatories, directly or indirectly, to obtain, suppress or exclude any information. 2.7 The Signatories will use reasonable efforts to provide each other, as permitted by their applicable Laws, Regulations or Rules, with any information that they discover, have access to or that may come into their possession which leads to a suspicion of a breach or anticipated breach of the Laws, Regulations and Rules governing the Signatories.

3. SCOPE

3.1

Through the mechanism set up by this Memorandum, the Signatories agree to promote mutual assistance and exchange of information to enable the Signatories to perform their respective regulatory, supervisory and other functions effectively according to the Laws, Regulations and Rules governing them.

3.2

In terms of this general theme, the scope of this Memorandum includes the following; (a) assisting in the discovery of and taking of action against unlawful activities and practices contrary to international standards subscribed to by the Signatories in relation to activities they regulate or have responsibility for; (b) enforcement of the laws, regulations and rules relating to stakeholders or other financial and designated non-financial activities subject to regulation by the Signatories, or for which they have responsibility; (c) promoting and securing the fit and proper qualities of registered persons and the promotion of high standards of fair dealing and integrity of their conduct of business; (d) assisting in the carrying out of responsibilities for the prevention of and enquiries relating to money laundering, terrorist financing and proliferation financing under applicable laws including the proper implementation of anti-money laundering and counter-terrorist/proliferation financing procedures; and (f) any matters agreed upon between the Signatories from time to time.

4. REQUESTS FOR ASSISTANCE OR INFORMATION

4.1

This Memorandum does not affect the ability of the Signatories to obtain information from persons on a voluntary basis, provided that Signatories observe procedures governing each Signatory for the obtaining of such information.

4.2

To facilitate communication and ensure continuity in the co-operation among the Signatories, each Signatory designates the contact persons set forth in Appendix 1 hereto (each, a Contact Person), for communications under this Memorandum.

4.3

A Requesting Signatory will make requests for assistance in writing addressed to the contact officer of the Requested Signatory.

4.4

The request will include, at a minimum: (1) a description of both the subject matter of the request and the purpose for which the Requesting Signatory seeks the assistance or information; (2) a description of the assistance, documents or information sought by the Requesting Signatory; (3) any information in the possession of the Requesting Signatory that might assist the Requested Signatory in identifying the persons, bodies or entities believed by the Requesting Signatory to possess the information sought, or the places where the Requested Signatory may obtain such information; (4) the legal provisions concerning the matter that is the subject matter of the request and the relevance of the requested information to the specified laws or regulatory requirements; (5) whether any other authorities, governmental or non-governmental, are co-operating with the Requesting Signatory or seeking information from the confidential files of the Requesting Signatory and to whom onward disclosure of information is likely to be necessary; and (6) the desired period of time for the reply.

4.5

In urgent circumstances, the Requested Signatory will accept a request for assistance made by telephone or and will expedite a reply thereto by any such means of communication other than the exchange of letters. Such urgent communications must be confirmed in writing as prescribed above by the Contact Person within five (5) business days of the date of the request.

5. EXECUTION OF

REQUESTS 5.1 Where the Requested Signatory is satisfied in accordance with this Memorandum and the Laws, Regulations and Rules governing the Requested Signatory that the assistance should be given, the Requested Signatory will within a reasonable time: (1) provide information held in the files of the Requested Signatory; (2) obtain information, including statements and affidavits, and gather documents in accordance with the Laws, Regulations and Rules governing the Requested Signatory. 5.2 Notwithstanding any other provision of this Memorandum, any person providing information or documents as a result of a request made under this Memorandum will be entitled to all applicable rights and privileges of the Laws, Regulations and Rules governing the Requested Signatory. Assertions regarding rights and privileges arising exclusively under the Laws, Regulations and Rules governing the Requesting Signatory will be preserved for consideration by the Courts. 5.3 Each request will be assessed on a case by case basis by the Requested Signatory to determine whether information can be provided under the terms of this Memorandum. 6. UNSOLICITED INFORMATION Where a Signatory has information that will assist another Signatory in the performance of its regulatory, supervisory and other functions, the former may provide such information, or arrange for such information to be provided spontaneously, to the extent permitted by the laws governing it, even though the other Signatory has made no request. The terms and conditions of this Memorandum will apply if the providing Signatory specifies that it is passing the information under this Memorandum. 7. PERMISSIBLE USES OF INFORMATION 6 IA Any assistance or information provided under the terms of this Memorandum will be used by the recipient only for the purpose of enabling the Requesting Signatory to exercise its regulatory, supervisory and other functions, including the conduct of criminal, civil or administrative investigations and proceedings to enforce the Laws, Regulations and Rules of the Requesting Signatory as specified in the request. 7.2 The Requesting Signatory may not use information furnished for any purpose other than that identified in terms of paragraph 7.1 without the consent of the Requested Signatory. 7.3 If the Requesting Signatory wants to use the information obtained for any purpose other than that stated in terms of paragraph 7.1, the Requesting Signatory must notify the Requested Signatory of its intention and provide the Requested Signatory with an opportunity to consent to, or oppose such use. 7.4 Where the Requesting Signatory believes that sharing information received from a Requested Signatory with a third party is necessary, it must inform the Requested Signatory of the third party's interest in this information and it must provide the Requested Signatory with the opportunity to consent to, or oppose such use. The Requesting Signatory will not share the information with a third party where this is opposed by the Requested Signatory or where there is no response from the Requested Signatory. The express consent of the Requested Signatory is required prior to sharing of any information with a third party. 7.5 The Requesting Signatory may consult with the Requested Signatory concerning the reasons for the objection if the Requested Signatory opposes such use. 8. CONFIDENTIALITY 8.1 (1) Each Signatory, including its current or former employees, officers, agents and contractors, will hold all information received pursuant to this Memorandum as confidential and shall be bound by the confidentiality provisions of the Laws, Regulations and Rules governing them as well as applicable data protection laws. (2) A Signatory will not object to another Signatory's reasonable request, for the former's employees or agents-to execute an undertaking of confidentiality prior to sharing information pursuant to this Memorandum. 8.2 The Signatories will, to the full extent permitted by the Laws, Regulations and Rules governing them, keep confidential: 7 (1) any request for assistance or information pursuant to this Memorandum; (2) any information received or

provided pursuant to this Memorandum; and (3) any matter arising during the operation of this Memorandum, including consultations and unsolicited assistance. 8.3 The Requesting Signatory will not disclose the assistance or information obtained pursuant to this Memorandum to third parties without the prior written consent of the Requested Signatory. 8.4 Notwithstanding the provisions of paragraphs 8.1, 8.2 and 8.3, the confidentiality provisions of this Memorandum shall not prevent the Signatory from informing the law enforcement or regulatory bodies in the Cayman Islands or from passing information received pursuant to a request to such bodies provided that: (1) such bodies have responsibility for prosecuting, regulating or enforcing rules, laws or regulations falling within the scope of this Memorandum; (2) the purpose of passing on such information to a body described in 8.4(1) falls within the scope of this Memorandum; and (3) an undertaking has been obtained from the recipient by the Signatory that it will maintain the confidentiality of the information save where any disclosure is required by law in order to enable the recipient properly to carry out its functions. 8.5 The Signatories confidential treatment of assistance and information will continue when a Signatory gives notice of its intent to discontinue its participation under this Memorandum. The Signatories understand that the Laws, Regulations and Rules governing them as well as applicable data protection laws place limitations on use and disclosure of non-public information obtained pursuant to this Memorandum. 8.6 Where a Requesting Signatory is required by law or court order to disclose information provided to it pursuant to a request made under this Memorandum, it will, to the extent allowed by the law or court order, notify the Requested Signatory prior to complying with the request or order, and will assert such appropriate legal exemptions or privileges with respect to such information as may be available. The Requesting Signatory will use its best efforts to protect the confidentiality of non-public documents and information received under this Memorandum. 9. RIGHTS OF REQUESTED SIGNATORY 8 .c powef^ ; to inv'-' 9.1 The Requested Signatory may deny requests for assistance under the Memorandum: (1) where the request would require the Requested Signatory to act in a way that would violate the Laws, Regulations and Rules governing the Requested Signatory; (2) where the request is not in accordance with the provisions of this Memorandum; (3) where corresponding assistance would not be given by the Requesting Signatory; or (4) on the grounds of public interest. 9.2 Where the Requested Signatory denies a request for assistance, or where assistance is not available under the Laws, Regulations and Rules governing the Requested Signatory, the Requested Signatory will provide the reasons why it is not granting the assistance. The Signatories will then consult pursuant to paragraph 10. 9.3 The Signatories acknowledge that nothing in the Memorandum is intended to either limit or enhance the powers of the Signatories under their governing Laws, Regulations or Rules to investigate or gather information or to take measures otherwise than as provided in the Memorandum to obtain information, whether or not concerning a request under the Memorandum. 10. CONSULTATION 10.1 The Signatories will consult with each other to improve the operation of the Memorandum and resolve any matters that may arise including but not limited to: (1) matters of mutual interest to enhance co-operation and to protect the integrity of the financial system and economy of the Cayman Islands; (2) the co-ordination of the supervision of financial institutions and designated non-financial businesses and professions (DNFBPs); and (3) the administration of the Laws, Regulations and Rules governing the Signatories. 10.2 The purpose of such consultations is to assist in the development of mutually agreeable approaches for protecting the financial system and economy of the Cayman Islands whilst avoiding, whenever possible, conflicts that may arise from the application of differing

regulatory practices. 9 10.3 The Signatories will consider the need for additional measures for the exchange of investigation, enforcement, supervisory and surveillance information in the administration and enforcement of the laws, regulations and rules concerning financial institutions, DNFBPs, and relevant persons in the Cayman Islands, on an ongoing basis. To this end, the Signatories will inform one another of the adoption of measures that may affect their respective authority to provide assistance under this Memorandum. 10.4 The Signatories may take practical measures as may be necessary to facilitate the implementation of the Memorandum. As such, the Signatories may, by agreement in writing of all parties, amend or waive any of the terms of the Memorandum. 11. COSTS OF INVESTIGATION If it appears that the Requested Signatory will incur substantial costs in responding to a request for assistance under this Memorandum, the Requested Signatory may, as a condition to executing the request, require the Requesting Signatory to contribute to its costs in an amount agreed upon by the Signatories. 12. TERMINATION 12.1 A Signatory may terminate its participation in this Memorandum at any time by giving at least thirty (30) days prior written notice to the other Signatories. 12.2 In the event that a Signatory decides to terminate its participation in this Memorandum, cooperation and assistance in accordance with this Memorandum will continue until the expiration of thirty (30) days after the date that the Signatory gives written notice to the other Signatories of its intention to discontinue cooperation and assistance hereunder. 12.3 If a Signatory gives a termination notice, cooperation and assistance in accordance with this Memorandum will continue with respect to all requests for assistance that were made, or information provided, before the effective date of notification (as indicated in the notice but no earlier than the date the notice is sent) until the Requesting Signatory terminates the matter for which assistance was requested. 13. EFFECTIVE DATE This Memorandum will be effective from the date of its signing by the Signatories. 10 SIGNED on this day of February' 2020 FOR AND ON BEHALF OF THE Cayman Monetary Regulatory Authority International Cindy Scotland, Managing Director SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ROYAL CAYMAN ISLANDS POLICE SERVICE SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE OFFICE OF THE DPP SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ANTI-CORRUPTION COMMISSION SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE Cayman Monetary Regulatory Authority International Cindy Scotland, Managing Director SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ROYAL CA YMAN ISLANDS POLICE SERVICE SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE OFFICE OF THE DPP SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ANTI-CORRUPTION COMMISSION SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE Cayman Monetary Regulatory Authority International Cindy Scotland, Managing Director SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ROYAL CAYMAN ISLANDS POLICE SERVICE] SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE OFFICE OF THE DPP 'MV, SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ANTI-CORRUPTION COMMISSION 11 SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE Cayman Monetary Regulatory Authority International Cindy Scotland, Managing Director SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE ROYAL CA YMANISLANDS POLICE SERVICE [] SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE OFFICE OF THE DPP SIGNED on this 19* day of February 2020 FOR AND ON BEHALF OF THE ANTI-CORRUPTION COMMISSION 11 SIGNED on this Z ^day of February 2020 FOR .AND ON BEHALF OF

THE CAYMAN ISLANDS CUSTOMS AND BORDER CONTROL SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS DEPARTMENT OF COMMERCE AND INVESTMENT SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE REGISTRAR OF COMPANIES 12 SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS CUSTOMS AND BORDER CONTROL] SIGNED on day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS DEPARTMENT OF COMMERCE AND INVESTMENT SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE REGISTRAR OF COMPANIES 12 SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS CUSTOMS AND BORDER CONTROL) SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS DEPARTMENT OF COMMERCE AND INVESTMENT * SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE REGISTRAR OF COMPANIES Cindy Jefferson-Bulgirt^Registrar of Companies 12 SIGNED on this 19* day of February 2020 FOR AND ON BEHALF OF THE FINANCIAL REPORTING AUTHORITY SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS LEGAL PRACTITIONERS ASSOCIATION] SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS INSTITUTE OF PROFESSIONAL ACCOUNTANTS ^78121488424408 13 SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE FINANCIAL REPORTING AUTHORITY] SIGNED on this day of February 2020 FOR AND ON BEHALF OF LEGAL PRACTITIONERS ASSOCIATION 1 , SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS INSTITUTE OF PROFESSIONAL ACCOUNTANTS 13 SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE FINANCIAL REPORTING AUTHORITY] SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS LEGAL PRACTITIONERS ASSOCIATION] SIGNED on this day of February 2020 FOR AND ON BEHALF OF THE CAYMAN ISLANDS INSTITUTE OF PROFESSIONAL ACCOUNTANTS [Vanessa Hansen] 13 Appendix 1 DESIGNATED CONTACT OFFICERS The Cayman Islands Monetary Authority] PO Box 10052 SIX, Cricket Square George Town Grand Cayman, KYI-1001 Cayman Islands For all supervision purposes: Mrs. Cindy Scotland - Managing Director For all enforcement activities: Ms. Audrey Roe - Head of Compliance Division The Royal Cayman Islands Police Service 80 Shedden Road, Amerigo Building George Town, Grand Cayman : (345) 244-2900 Fax: (345) 946-2418 All Requests to [name, position and] The Office of the DPP 2nd Floor Bermuda House, Dr. Roy's Drive, George Town, Grand Cayman P.O. Box 2328, Grand Cayman KYM106 : (345) 949-7712 Fax: (345) 949-7183 All Requests to Mr. Patrick Moran The Director of Public Prosecutions : The Anti-Corruption Commission 2nd Floor Artemis House, 67 Fort Street, George Town Grand Cayman, Cayman Islands P.O. Box 39, KYM 106 : Fax: All Requests to [name, position and] The Cayman Islands Customs and Border Control Service 42 Owen Roberts Drive (2nd floor) George Town, Grand Cayman P.O. Box 898, KYM 103 : (345) 949-4579 Fax: (345) 945-1573 Tel: All Requests to [name, position and] The Cayman Islands Department of Commerce and Investment 133 Elgin Avenue, George Town 2nd Floor, Government Administration Building P.O. Box 126 Grand Cayman, KYI-9000 : (345) 945.0943 Fax: (345) 945.094 All Requests to [name, position and] The Registrar of Companies The General Registry Government Administration Building 133 Elgin Avenue, George Town Grand Cayman KYI-9000 : (345) 946-7922 All Requests to [name, position and] DESIGNATED CONTACT OFFICERS cont*d The Financial Reporting Authority 133 Elgin Avenue, George Town 4* Floor, Government Administration Building P.O. Box 136 Grand Cayman, KYI-9000 : (345) 945 6267 Fax: (345) 945 6268 AU Requests to

(name, position and] The Cayman Islands Legal Practitioners Association C/o Cayman Attorneys Regulation Authority 2nd * Floor, Century Yard, Cricket Square 171 Elgin Avenue Grand Cayman KYM 102 : (345) 749- 2275 All Requests to Ms Clare Guile - Head of Cayman Attorneys Regulation Authority : clare.guilefa cara.kv The Cayman Islands Institute of Professional Accountants Suite 3116, 9 Forum Street Camana Bay Grand Cayman KY1 -1110 : (345)749 3360 All Requests to Sheree Ebanks, CEO : sheree.ebanks ci ciipa.kv 16