

Memorandum of Understanding

Between

***The Financial Services Regulatory Commission,
Antigua and Barbuda***

And

***The Superintendencia de Seguros Y Reaseguros De
Panama***

For the

Exchange of Information

And

Co-operation and Consultation

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This Memorandum of Understanding (hereinafter "Memorandum") is entered into between the Financial Services Regulatory Commission of Antigua and Barbuda and the *Superintendencia de Seguros Y Reaseguros De Panama* (hereinafter "Authorities") who are signatories to this Memorandum.

WHEREAS, the Signatories recognise the need for mutual co-operation among Authorities in the carrying out of their regulatory and supervisory functions under the relevant Laws, Regulations and Rules in their respective jurisdictions.

WHEREAS, the Signatories acknowledge the importance of compliance with relevant international standards established by international standard setting bodies such as the International Association of Insurance Supervisors, the Basel Committee on Banking Supervision and the International Organisation of Securities Commissions.

WHEREAS, the Signatories acknowledge further that the Laws, Regulations and Rules of each Jurisdiction are designed to protect the legitimate interest of the customers of financial institutions and may limit the transmission of information among Authorities and recognize that this Memorandum cannot override or modify such Laws, Regulations and Rules.

AND WHEREAS, this Memorandum is intended to enhance the existing working relationship among the Authorities; each Authority is required to inform the other Authorities of the existence of any legislative or administrative restrictions on information exchange.

IT IS HEREBY AGREED among the Signatories as follows:-

1. DEFINITIONS

For the purpose of this Memorandum:

"Business day" means any day other than a Saturday, Sunday or Public Holiday or any other day on which the Authorities office is closed;

"Financial Institution" means

- (a) a bank,
- (b) a non-bank financial institution,
- (c) an insurance company,
- (d) a pension fund, and
- (e) any other institution that provides financial services,
that is regulated and supervised by any of the Authorities;

"Financial Services" includes without limitation, the business of banking, the business of credit unions, the business of insurance, the business of securities, any business relating to pension funds and any business of a financial nature;

"Jurisdiction" means the country, state or other territory, as the case may be, in which any of the Authorities have legal authority, power and/or jurisdiction by law;

"Laws, Regulations and Rules" mean the provisions of the laws or the regulations and requirements promulgated thereunder, of the jurisdiction of the Authorities on the operations of Financial Institutions;

"Memorandum of Understanding" means the arrangements contained in this Memorandum for both mutual co-operation and exchange of information among the Authorities;

"Misconduct" for the purposes of this Memorandum means serious misconduct:

- 1) relating to the carrying on of financial services; or
- 2) involving the participation of either: i) Financial institutions covered under this Memorandum and/or their controlling shareholders, actual controllers, directors and senior management, appointees, as well as other relevant participants; or ii) Financial Intermediaries.

The types of misconduct include but are not limited to:

- (a) market manipulation;
- (b) misrepresentation, misleading statements, major omission;
- (c) undertaking a regulated activity when not authorized;
- (d) unauthorized marketing activities;
- (e) fraud;
- (f) systems and controls failings;
- (g) other serious misconduct defined by the Parties.

The Authority shall update the above list as needed through bilateral consultation. Whether conduct appears to constitute suspected serious misconduct will be a judgement made by the Authority making the notification according to standards in place in its jurisdiction and any understanding it may have developed about the other Authority's jurisdiction.

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

"Requested Authority" means the Authority to whom a request is made pursuant to this Memorandum; and

"Requesting Authority" means an Authority making a request under this Memorandum.



2. INTENTION

- 2.1. This Memorandum sets forth a statement of intent of the Authorities to establish a framework to facilitate the exchange of information among the Authorities and to enforce or secure compliance with any Laws, Regulations or Rules relating to the functions and duties of the Authorities in their respective Jurisdictions.
- 2.2. The Authorities intend to provide one another with assistance under this Memorandum to the full extent permitted by the Laws, Regulations and Rules of their respective Jurisdictions.
- 2.3. The Authorities intend either through their own initiatives or by request, to share relevant information including but not limited to financial information, corporate structure, administration, quality of organisation and systems, quality of management and any other information that may be relevant to the adequate supervision of Financial Institutions. The Authorities will seek to identify group operations and share any information that can facilitate adjustments to consolidated financial statements or present a risk to the operations of a regulated entity.
- 2.4. This Memorandum will serve to promote the integrity, efficiency and financial soundness of Financial Institutions by improving the effective regulation and enhancing the supervision of cross-border transactions.
- 2.5. This Memorandum does not create any binding legal obligations upon the Authorities.
- 2.6. The Authorities 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 this Memorandum.
- 2.7. The provisions of this Memorandum do not lead to the right of any Person, directly or indirectly, to obtain, suppress or exclude any information, or to challenge the execution of a request for assistance under this Memorandum.
- 2.8. The Authorities will use reasonable effort to provide each other, as permitted by the Laws, Regulations and Rules, with any information they discover that relates to the safety and soundness of the Financial Institution.

3. SCOPE

- 3.1. Through the mechanism set up by this Memorandum, the Authorities agree to promote mutual assistance and exchange of information to enable the Authorities to perform their respective duties and functions effectively according to the Laws, Regulations and Rules of their respective Jurisdictions.

- 3.2 This MOU does not restrict or modify any existing agreements and practices in relation to enforcement and supervisory cooperation between the Authorities included in any Multilateral Memorandum of Understanding (MMoU) with any international standard setter previously entered into between the Financial Services Regulatory Commission and the Superintendencia de Seguros Y Reaseguros de Panama. Where existing MMoUs, to the extent relevant to the scope of this Memorandum, differs from this Memorandum, this Memorandum shall take priority.
- 3.3 The scope of this Memorandum includes:
- (a) Enforcement of the Laws, Regulations and Rules relating to Financial Institutions subject to regulation by the Authorities in their respective Jurisdictions.
 - (b) Ascertaining that senior personnel and other individuals who may impact the strategic direction of the Financial Institution are fit and proper persons for the conduct of the business of the Financial Institution.
 - (c) To investigate and penalize Misconduct arising in relation to the activities of the Financial Institution or associated entities in both jurisdictions.
 - (d) Any regulatory matters agreed upon among the Authorities from time to time.

4. REQUESTS FOR ASSISTANCE OR INFORMATION

- 4.1. This Memorandum does not affect the ability of the Authorities to obtain information from Persons on a voluntary basis, provided that the Authorities observe procedures in the Jurisdiction of each Authority for the obtaining of such information.
- 4.2. A request for assistance or information under this Memorandum shall be made in writing, in the English Language, on the Requesting Authority's official letterhead addressed to the contact person of the Requested Authority (listed in Appendix A) and shall be transmitted as an attachment to an email to the email address of the Requested Authority's designated contact person.
- 4.3. The request will include:
- (a) A description of both the subject matter of the request and the purpose for which the assistance or information is sought;
 - (b) A description of the assistance, documents or information sought by the Requesting Authority;

- (c) Any information in the possession of the Requesting Authority that might assist the Requested Authority in identifying the persons, bodies or entities believed by the Requesting Authority to possess the information sought, or the places where the Requested Authority may obtain such information;
 - (d) The legal provisions concerning the matter that is the subject matter of the request and the relevance of the requested assistance or information to the specified laws or regulatory requirements.
 - (e) The names of any third parties to whom the Requesting Authority is bound to or expects to release the requested information.
 - (f) The desired time period for reply and where appropriate, the urgency of the request.
 - (g) Any other matters specified by the Requested Authority.
- 4.4. All Authorities should advise the other parties to this Memorandum of any change to the relevant contact person as soon as is reasonably practicable.
- 4.5. In urgent circumstances, the Requested Authority will accept a request for assistance or information made orally by the Requesting Authority provided that such request for assistance or information is confirmed in the manner specified by Clause 4.2 within five (5) business days of the oral request.

5. EXECUTION OF REQUESTS

- 5.1. Where the Requested Authority is satisfied in accordance with this Memorandum and the Laws, Regulations and Rules governing the Requesting Authority that the assistance or information should be given, the Requested Authority will provide information held in its files to the Requesting Authority.
- 5.2. Each request will be assessed on a case-by-case basis by the Requested Authority to determine whether assistance or information can be provided under the terms of this Memorandum and within that reasonable timeframe. In any event, the Requested Authority shall respond to a request with seven (7) business days either by providing the assistance or information requested or indicating a timeframe within which such assistance or information will be provided.
- 5.3. The response to an urgent request for assistance or information will be expedited, to the extent possible, by telephone, facsimile or e-mail. The Requested Authority must confirm such urgent communication through an original signed document addressed to the Requesting Authority's contact person within five (5) business days.

6. VOLUNTARY EXCHANGE OF INFORMATION

Where one Authority has information that will assist another Authority to perform its regulatory functions, the former may provide such information, or arrange for such information to be provided fully and freely, to the extent permitted by the Laws, Regulations and Rules of its Jurisdiction even though the other Authority has made no request. The terms and conditions of this Memorandum will apply if the providing Authority specifies that it is passing the information under this Memorandum.

7. PERMISSIBLE USES OF INFORMATION

- 7.1. Any assistance or information provided under this Memorandum shall be used by the Requesting Authority only for the purpose of enabling the Requesting Authority to exercise its regulatory functions, as specified in the request.
- 7.2. Subject to Clause 10, the Requesting Authority may not use information furnished for any purpose other than that identified in Clause 4.3 (a), without the written consent of the Requested Authority.
- 7.3. If the Requesting Authority wants to use the information obtained for any purpose other than that stated in Clause 7.1 and has so advised the Requested Authority pursuant to Clause 4.3(a), the Requesting Authority must notify the Requested Authority of its intention and the Requested Authority shall, if it deems fit, consent in writing to such use prior to the information being used by the Requesting Authority for such other purpose.
- 7.4. Where the Requesting Authority believes that sharing confidential information with a third party is necessary, it must inform the Requested Authority of the third party's interest in this information and the Requested Authority shall, if it deems fit, consent in writing to the information being shared with or used by the third party prior to the information being used by the Requesting Authority for its purposes under Clause 4.3(a) or 7.2. For the purposes of this Memorandum, confidential information includes but is not limited to matters such as the identity, assets, liabilities, transactions or accounts of a Financial Institution.
- 7.5. In the event that the Requested Authority opposes such use as referred to at Clause 7.3 and Clause 7.4 the Requested and Requesting Authorities may consult to determine the appropriate terms under which the information may be so used.



8. UNDERTAKING OF INSPECTION VISITS

- 8.1. An Authority may make a request to undertake inspection visits to Financial Institutions in the Jurisdiction of the Requested Authority (either directly or through delegated third parties), where relevant and necessary to fulfill its legal obligations as the supervisor of a Financial Institution. The Requesting Authority shall, unless there are exceptional circumstances, give at least 30 days written notice to the Requested Authority of the time and scope of the inspection, and shall provide the Requested Authority with a list of names of the individuals who will conduct the inspection (the "Inspection Team").
- 8.2. The Requested Authority will not prevent the Requesting Authority from carrying out on-site inspections for the purposes of consolidated financial institution supervision, subject to the requirements and limitations of the Requested Authority's Jurisdiction. The Requested Authority has the right to participate in any such inspection.
- 8.3. Prior to the commencement of any on-site inspection, all members of the Inspection Team will be required to give an undertaking to comply with the confidentiality provisions of the legislation in the Jurisdiction of the Requested Authority.
- 8.4. Prior to the commencement of an on-site inspection, the Requesting Authority will discuss the scope of the inspection, and any other matters of interest to the Authorities.
- 8.5. The Requesting Authority will discuss the inspection findings with the Requested Authority and will inform the Requested Authority promptly of any regulatory action that it intends to take as a result of the inspection. The Requested Authority will also advise the Requesting Authority of any regulatory action it intends to take against the Financial Institution under its supervision arising from the inspection.

9. REGULATORY AND ENFORCEMENT ASSISTANCE

- 9.1. The Authorities will collaborate on the investigation and enforcement of Misconduct in relation to Financial Institutions and associated entities including agreeing when it is appropriate to rely on the other Authority to take action (rather than, for example, both proposing to take action). Each Authority reserves the right to apply its own powers to address Misconduct in its market.
- 9.2. The Authorities agree to provide the other timely, sufficient and effective assistance within their respective statutory powers on request. Types of assistance include but are not limited to provision of documentary evidence, witness statements, expert opinions (to the extent that these have been obtained), interview records of persons involved.

- 9.3. Where urgent assistance is required, the requesting Authority shall provide reasons for the urgency in the request. The requested Authority shall use its best endeavours to satisfy the time limit.
- 9.4. In respect of significant and urgent cases relating to both jurisdictions, or where any of the suspects, witnesses or evidence are located in both jurisdictions, the Authorities may commence a co-ordinated investigation. Co-ordinated investigations refer to the close co-operation by the Authorities in relation to individual investigations in their respective jurisdictions, for the purpose of complementing each other's regulatory advantages, enforcing against Misconduct harmful to the two markets, and protecting the legitimate rights and interests of stakeholders.
- 9.5. In deciding whether to commence a co-ordinated investigation, the Authorities shall take into account all of the following factors: (i) location of the Misconduct; (ii) location of the adverse consequences; (iii) location of the investors; (iv) location of evidence; (v) location of witnesses; (vi) location of suspects; (vii) location of assets; (viii) possible sanctions and remedies available to both Authorities; and (ix) any other relevant factors relating to the suspects and the Misconduct.
- 9.6. The Authorities acknowledge the importance and necessity of mutual assistance for sound regulation, and will therefore strengthen cooperation in this area and calibrate cooperation strategy accordingly. The Authorities will jointly examine and promote assistance in executing the administrative penalties issued by one Authority.

10. CONFIDENTIALITY

- 10.1. The Authorities will, to the full extent permitted by their Laws, Regulations and Rules, keep confidential:
- (a) Any request for assistance or information pursuant to this Memorandum;
 - (b) Any information received or provided pursuant to this Memorandum; and
 - (c) Any matter arising during the operation of this Memorandum, including consultations and information exchanged voluntarily.
- 10.2. The Requesting Authority shall not disclose the assistance or information obtained pursuant to this Memorandum to third parties without the prior written consent of the Requested Authority.
- 10.3. An Authority may provide any information received from a Requested Authority to another Financial Services regulatory body within its Jurisdiction upon the prior written consent of the Requested Authority. Such approval will not normally be withheld if:

- (a) The purpose of passing on such information to such an agency or body falls within the scope of this Memorandum; and
 - (b) A prior undertaking has been obtained from the recipient by the Requested Authority that it will and is legally obliged to maintain the confidentiality of the information.
- 10.4. The confidential treatment of assistance and information by Authorities will continue when any Authority gives notice of its intention to cease co-operation under this Memorandum. The Authorities understand that the Laws, Regulations and Rules of their respective Jurisdictions, place limitations on use and disclosure of non-public information obtained pursuant to this Memorandum.
- 10.5. In the event that an Authority is legally compelled by an order of the court to disclose to a third party including a third party supervisory authority, information that has been provided in accordance with this Memorandum, that Authority should promptly notify the Requested Authority, indicating what information it is compelled to release and the circumstances surrounding its release.

11. RIGHTS OF REQUESTED AUTHORITY

- 11.1. The Requested Authority may deny requests for assistance under this Memorandum:
- (a) Where the request would require the Requested Authority to act in a manner that would violate the Laws, Rules and Regulations of the Jurisdiction of the Requested Authority;
 - (b) Where the request is not in accordance with the provisions of this Memorandum;
 - (c) Where corresponding assistance would not be given in the jurisdiction of the Requesting Authority;
 - (d) Where the request involves a breach of law or other requirement which has no close parallel in the jurisdiction of the Requested Authority or involves the assertion of a legal power not recognised in the jurisdiction of the Requested Authority; or
 - (e) On the grounds of public interest.
- 11.2. Where the Requested Authority denies a request for assistance, or where assistance is not available under the law of the Jurisdiction of the Requested Authority, the Requested Authority will provide to the Requesting Authority the reasons for denial within five (5) business days of the denial. The Authorities will then consult pursuant to Clause 12.

- 11.3. The Authorities recognise that they intend nothing in this Memorandum to either limit or enhance the powers of the Authorities under the laws of their respective Jurisdictions to investigate or gather information or to take measures otherwise than as provided in this Memorandum to obtain information, whether or not concerning a request under this Memorandum.

12. CONSULTATION

- 12.1. The Authorities will consult with each other on a regular basis in an effort to improve the operation of this Memorandum and resolve any matters that may arise including but not limited to:
- (a) A change in market or business conditions or in Laws, Regulations or Rules, or any other difficulty arising which makes it necessary to amend or extend this Memorandum;
 - (b) Matters of mutual interest to enhance co-operation and to protect investors and depositors by ensuring the stability, efficiency, and integrity of the financial services industry in their respective Jurisdictions,
 - (c) The co-ordination of the supervision of Financial Institutions; and
 - (d) The administration of their respective Laws, Regulations and Rules.

The purpose of such consultations is to assist in the development of mutually agreeable approaches for strengthening the Financial Services industries of their respective Jurisdictions whilst avoiding, whenever possible, conflicts that may arise from the application of differing regulatory practices.

- 12.2. The Authorities will consider the need for additional measures for the exchange of supervisory and surveillance information in the administration of Laws, Regulations and Rules concerning Financial Institutions in their respective Jurisdictions, on an ongoing basis. To this end, the Authorities will inform one another of the adoption of domestic measures that may affect their respective authority to provide assistance under this Memorandum.
- 12.3. The Authorities may take practical measures as may be necessary to facilitate the implementation of this Memorandum. As such, the Authorities by consensus, may waive, amend or alter any of the terms of this Memorandum.



13. COSTS OF INVESTIGATION

Where substantial costs are incurred in responding to a request for assistance under this Memorandum, the Requested Authority may require the Requesting Authority to contribute to its cost in an amount agreed upon by the Authorities involved.

14. TERMINATION OF MEMORANDUM

- 14.1. An Authority may terminate its participation in this Memorandum at any time by giving at least 30 days prior written notice to the other Authority.
- 14.2. This Memorandum will continue in effect until the expiration of 30 days after either Authority gives written notice to the other Authority of its intention to terminate its cooperation and assistance under this Memorandum. This Memorandum shall continue to have effect with respect to all requests for assistance made by or to that Authority before the effective date of notification, until the Requesting Authority terminates the matter for which it requested assistance.
- 14.3. In the event of termination of this Memorandum, information obtained under this Memorandum will continue to be treated in the manner prescribed under Clause 10 and remain confidential.

15. AMENDMENT

No waiver, amendment or alteration to this Memorandum shall be effective unless made in writing and executed by the Authorities.

16. DISPUTE RESOLUTION

Where disputes arise out of the interpretation, operation and implementation of this Memorandum, the Authorities will make every effort to have such disputes settled amicably through consultation or negotiation among the Authorities.



17. EXECUTION OF MEMORANDUM

This Memorandum shall govern the exchange of information among the Authorities and will take effect when both Authorities have signed it and will continue until termination.

This Memorandum is written in the English language in two original copies, of which each Authority shall obtain one copy.

SIGNED this 23 day of September 2025

**FOR AND ON BEHALF OF
THE FINANCIAL SERVICES REGULATORY COMMISSION, ANTIGUA AND BARBUDA**



.....
Paul Ashe (Dr.)
Chief Executive Officer



SIGNED this day of 202?

**FOR AND ON BEHALF OF
THE SUPERINTENDENCIA DE SEGUROS Y REASEGUROS DE PANAMA**



.....
Luis Enrique Bandera (Mr.)
Superintendent of Insurance and Reinsurance of Panama

APPENDIX A

List of contact persons of the Authorities

ANTIGUA AND BARBUDA

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