

Chapter 1

Notices

1.1 Notices

1.1.1 Notice of Memorandum of Understanding – Cooperation and the Exchange of Information Related to the Supervision of Regulated Entities Operating in Ontario and Singapore

**NOTICE OF MEMORANDUM OF UNDERSTANDING
COOPERATION AND THE EXCHANGE OF INFORMATION
RELATED TO THE SUPERVISION OF REGULATED ENTITIES
OPERATING IN ONTARIO AND SINGAPORE**

The Ontario Securities Commission (**OSC**) has entered into a Memorandum of Understanding (**MOU**) with the Monetary Authority of Singapore (**MAS**) concerning regulatory cooperation related to the supervision and oversight of regulated entities operating in Ontario and Singapore (the "**MOU**"). The MOU provides a comprehensive framework for consultation, cooperation and information-sharing related to the day-to-day supervision and oversight of regulated entities and enhances the OSC's ability to supervise these entities.

The MOU is subject to the approval of the Minister of Finance.

Questions may be referred to:

Alex Petro
Market Regulation
apetro@osc.gov.on.ca

Tim Baikie
Market Regulation
tbaikie@osc.gov.on.ca

**MEMORANDUM OF UNDERSTANDING
CONCERNING COOPERATION AND THE EXCHANGE OF INFORMATION
RELATED TO THE SUPERVISION OF CROSS-BORDER COVERED ENTITIES, among:**

Ontario Securities Commission

Monetary Authority of Singapore

In view of the growing globalization of the world's financial markets and the increase in cross-border operations and activities of regulated entities, the Ontario Securities Commission and the Monetary Authority of Singapore (collectively, "the Authorities") have reached this Memorandum of Understanding ("MOU") regarding cooperation and the exchange of information in the supervision and oversight of Covered Entities (as defined below) that operate in both Ontario, Canada, and Singapore. The Authorities express, through this MOU, their willingness to cooperate with each other in the interest of fulfilling their respective regulatory mandates regarding derivatives and/or securities markets, particularly in the areas of investor protection, market integrity, and reducing systemic risk.

The Parties hereby agree as follows:

ARTICLE ONE: DEFINITIONS

For purposes of this MOU:

1. "Authority" means:
 - a. In Canada, the Ontario Securities Commission ("OSC"), or any other Canadian securities regulatory authority or Canadian derivatives authority that may become a party to the MOU in the manner set out in Article Eight (individually, a "Canadian Authority", or collectively, the "Canadian Authorities"); and
 - b. In Singapore, the Monetary Authority of Singapore ("MAS").
2. "Books and Records" means any documents, including electronic media, as are necessary for the recording of a Cross-Border Entity's business transactions and financial affairs, and the transactions that it executes on behalf of others, within the possession, custody and control of, and other information about that Cross-Border Covered Entity.
3. "Covered Entity" means a Person that is, or that has applied to be, authorized, designated, recognized, qualified, registered, supervised, approved or overseen by one or more of the Authorities pursuant to Laws and Regulations, as a regulated market (in the case of MAS as an approved exchange or a recognised market operator, and in the case of OSC as a marketplace.)
4. "Cross-Border Covered Entity" means:
 - a. A Covered Entity of both the MAS and any one or more of the Canadian Authorities;
 - b. A Covered Entity in one jurisdiction that has been exempted from authorization, approval, designation, recognition, qualification, or registration by an Authority in the other jurisdiction;
 - c. A Covered Entity in one jurisdiction that controls or is controlled by a Covered Entity located in the other jurisdiction; or
 - d. A Covered Entity in one jurisdiction that is physically located in the other jurisdiction.

For purposes of this MOU, references to jurisdiction will be determined as either the jurisdiction of one of the Canadian Authorities or the jurisdiction of the MAS.
5. "Emergency Situation" means the occurrence of an event that could materially impair the financial or operational condition of a Cross-Border Covered Entity.
6. "Governmental Entity" means:
 - a. If the Requesting Authority is the OSC:
 - i. the Ministry of Finance – Ontario;
 - ii. the Federal Ministry of Finance – Canada;
 - iii. the Bank of Canada; and

- iv. any provincial or territorial securities or derivatives regulatory authority in Canada which, from time to time, is or becomes a party to the Memorandum of Understanding respecting the Oversight of Exchanges and Quotation and Trade Reporting Systems dated July 3, 2014 as amended or supplemented from time to time;
 - b. If the Requesting Authority is MAS, the Singapore Prime Minister's Office and the Singapore Ministry of Finance; and
 - c. Such other entity, as agreed to in writing by the Authorities, as may be responsible for any other Canadian Authority which may become a party to this MOU in the manner set out in Article Eight.
7. "Laws and Regulations" means:
- a. For the OSC, the *Securities Act* (Ontario) and related rules and regulations ("OSA") and successor legislation; the *Commodity Futures Act* (Ontario) and related rules and regulations ("CFA") and successor legislation; and other relevant requirements in Canada and Ontario; and
 - b. For MAS, the Monetary Authority of Singapore Act (Ca. 186) and the Securities and Futures Act (Cap. 289) and the regulations and other regulatory requirements issued or which may from time to time be issued pursuant to those laws in Singapore.
8. "Local Authority" means the Authority in whose jurisdiction a Cross-Border Covered Entity that is the subject of an On-Site Visit is physically located.
9. "On-Site Visit" means any regulatory visit as described in Article Five to the premises of a Cross-Border Covered Entity for the purposes of ongoing supervision and oversight including the inspection of Books and Records.
10. "Person" means a natural person, unincorporated association, partnership, trust, investment company, or corporation and may be a Covered Entity or Cross-Border Covered Entity.
11. "Requested Authority" means:
- a. Where the Requesting Authority is a Canadian Authority, the MAS; and
 - b. Where the Requesting Authority is the MAS, the Canadian Authority to which a request is made under this MOU.
12. "Requesting Authority" means the Authority making a request under this MOU.
13. "Visiting Authority" means the Authority conducting an On-Site Visit.

ARTICLE TWO: GENERAL PROVISIONS

14. This MOU is a statement of intent to consult, cooperate, and exchange information in connection with the oversight and supervision of Cross-Border Covered Entities. 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 laws and other legal or regulatory requirements applicable to each Authority. With respect to cooperation pursuant to this MOU, at the date this arrangement is executed, each Authority believes that no domestic secrecy or blocking laws or regulations should prevent it from providing assistance to any 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 Cross-Border Covered Entities. 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 modify or supersede domestic laws or regulations. 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 supervisory functions or preclude Authorities from sharing information or documents with each other with respect to Persons that are not Cross-Border Covered Entities, but may be subject to Laws and Regulations in Ontario, Canada and in Singapore. 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 territory of another Authority.

17. This MOU is intended to complement but does not alter, except where explicitly noted, the terms and conditions of the following existing arrangements:
 - a. the *IOSCO Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information* (revised May 2012) (“IOSCO MMOU”) and the *IOSCO Enhanced Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information* (“IOSCO EMMOU”) to which the OSC and the MAS are signatories, which covers primarily information sharing in the context of enforcement matters; and
 - b. the *Innovation Functions Cooperation Agreement* (November 2019) between the MAS and the OSC, as well as several other Canadian securities regulatory authorities, which provides a framework for cooperation and referrals between their respective Innovation functions; and
 - c. any other existing arrangements concerning cooperation between the Authorities.
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 their supervision of Cross-Border Covered Entities 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 Cross-Border Covered Entities; 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 Cross-Border Covered Entity, 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 for registration, authorization, approval, designation, recognition, registration, qualification, or exemption therefrom, by a Cross-Border Covered Entity that is registered, authorized, approved, , designated, recognized, qualified or exempted therefrom, in the other jurisdiction;
 - b. The ongoing supervision and oversight of a Cross-Border Covered Entity including, for example, compliance with applicable statutory and regulatory requirements in either jurisdiction or with international standards; and
 - c. Regulatory or supervisory actions or approvals taken by an Authority in relation to a Cross-Border Covered Entity that may impact the operations of the entity in the jurisdiction of the other Authority.

Event-Triggered Notification

22. As appropriate in the particular circumstances, the relevant Canadian Authority and the MAS will endeavor to inform each other as soon as practicable of:
 - a. Pending material regulatory and/or legislative changes that may have a significant impact on the operations, activities, or reputation of a Cross-Border Covered Entity, including those that may affect the rules or procedures of a Cross-Border Covered Entity;
 - b. Any material event of which the Authority is aware that could adversely impact the financial or operational stability of a Cross-Border Covered Entity. Such events include any known adverse material change in the ownership, operating environment, operations, financial resources, management, or systems and controls of a Cross-Border Covered Entity, such as material cyberattack, breach in security or material system failure, and the failure of a Cross-Border Covered Entity to satisfy any of its requirements for continued authorization, approval, designation, recognition, qualification, or registration, or exemption therefrom, where that failure could have a material adverse effect in the jurisdiction of the other Authority;

- c. The status of efforts of which the Authority is aware to address any material event that could adversely impact the financial or operational condition of a Cross-Border Covered Entity, as described in subparagraph b; and
 - d. Enforcement actions or sanctions or significant regulatory actions, including the revocation, suspension, or modification of relevant authorization, approval, designation, recognition, qualification or registration or exemption therefrom, concerning a Cross-Border Covered Entity.
23. The determination of what constitutes “significant impact”, “material event”, “adversely impact”, “difficulties”, “material adverse effect”, “adverse material change”, “material” or “significant regulatory actions” for purposes of Paragraph 22 shall be left to the reasonable discretion of the relevant Authority that determines to notify the other Authority.
24. Paragraphs 22 and 23 shall not preclude the Authorities from entering into any further arrangements relating to notification regarding specific financial or operational issues related to a Cross-Border Covered Entity.

Request-Based Information Sharing

25. To the extent appropriate to supplement informal consultations, upon written request, the Requested Authority intends to provide to the Requesting Authority the fullest possible cooperation subject to the terms in this MOU in assisting the Requesting Authority’s supervision and oversight of a Cross-Border Covered Entity, 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 otherwise available to the Requesting Authority. Such requests shall 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.
26. The cooperation covered by Paragraph 25 includes:
- a. Information relevant to the financial and operational condition of a Cross-Border Covered Entity including, for example, financial resources, risk management, and internal control procedures;
 - b. Relevant regulatory information and filings that a Cross-Border Covered Entity is required to submit to an Authority including, for example, interim and annual financial statements and event-specific notices; and
 - c. Regulatory reports prepared by an Authority including, for example, examination reports, findings, or information contained in such reports regarding Cross-Border Covered Entities.

Periodic Meetings

27. 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 Cross-Border Covered Entities, including but not limited to: contingency planning and crisis management, the adequacy of existing cooperative arrangements, systemic risk concerns, and the possible improvement of cooperation and coordination among the Authorities. Such meetings may be conducted by conference call or on a face-to-face basis, as appropriate.

ARTICLE FOUR: EXECUTION OF REQUESTS FOR INFORMATION

28. 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 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 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 being transmitted.

29. In an Emergency Situation, the Authorities will endeavor to notify the other(s) as soon as possible of the Emergency Situation and 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

- 30. In fulfilling its supervision and oversight responsibilities pursuant to, and to ensure compliance with, Laws and Regulations, an Authority may need to conduct On-Site Visits to a Cross-Border Covered Entity physically located in the jurisdiction of the other Authority. The Authorities will consult and work collaboratively in conducting an On-Site Visit.
- 31. An On-Site Visit by an Authority will be conducted in accordance with the following procedure:
 - a. Subject to compliance with Laws and Regulations, On-site Visits will only be considered in exceptional circumstances in consultation with the Local Authority. Under such exceptional circumstances, the Visiting Authority and the Local Authority will discuss and reach an understanding of the terms regarding an On-Site Visits, in particular with respect to the respective roles and responsibilities of the Authorities. The Visiting Authority will provide reasonable advance written notice to the Local Authority of its intent to conduct an On-Site Visit and the intended time frame for, and the purpose and scope of, the On-Site Visit, prior to notifying the Cross-Border Covered Entity.
 - b. The Local Authority will acknowledge the receipt of the written notice and will endeavor to share any relevant reports, or information contained therein, related to examinations it may have undertaken of the Cross-Border Covered Entity. When establishing the scope of the proposed On-Site Visits, the Visiting Authority will give due and full consideration to the supervisory activities of the Local Authority given the Visiting Authority's reliance on the supervision and enforcement capabilities of the Local Authority in respect of the Cross-Border Covered Entity and will consider any information that was made available or is capable of being made available by the Local Authority.
 - c. The Authorities will assist each other regarding On-Site Visits, including providing information that the Visiting Authority may request and 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 Cross-Border Covered Entity.
 - d. The Authorities will consult with each other, and the Local Authority may in its discretion accompany or assist the Visiting Authority during the On-Site Visit, or the Authorities may conduct joint visits where appropriate.

ARTICLE SIX: PERMISSIBLE USES OF INFORMATION

- 32. The Requesting Authority may use non-public information obtained under this MOU solely for the supervision and oversight of Cross-Border Covered Entities and seeking to ensure compliance with the Laws and Regulations of the Requesting Authority.
- 33. The Authorities recognize that, while this MOU is not intended to gather information for enforcement purposes, the Authorities may subsequently 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 actions, including administrative, civil or criminal proceedings, treatment of the non-public information will be in accordance with the terms and conditions of the IOSCO MMOU and IOSCO EMMOU, as amended from time to time.
- 34. Before using non-public information furnished under this MOU for any purpose other than those stated in Paragraph 32 and Paragraph 33, 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 Requesting and Requested Authorities will discuss the reasons for withholding approval and the circumstances, if any, under which the intended use by the Requesting Authority might be allowed.
- 35. If an Authority receives ("Receiving Authority"), via a party that is not signatory to this MOU, non-public information provided by the other Authority ("Disclosing Authority") that is related to the Disclosing Authority's supervision and oversight of a Cross-Border Covered Entity and that the Receiving Authority is aware that the information was obtained by the third party from the Disclosing Authority on a confidential basis, the Receiving Authority will use and treat the information in accordance with the terms of this MOU.
- 36. Each Authority will use best efforts to store the information obtained under this MOU securely on a medium that ensure that completeness, integrity and confidentiality of the information.
- 37. The restrictions in this Article do not apply to an Authority's use of information it obtains directly from a Cross-Border Covered Entity. However, where non-public information is provided to the Requesting Authority pursuant to an

information-sharing request pursuant to Articles Three and Four of this MOU or as part of an On-Site Inspection referred to Article Five, the restrictions in this MOU apply to the use of the information by that Requesting Authority.

ARTICLE SEVEN: CONFIDENTIALITY OF INFORMATION AND ONWARD SHARING

38. Except for disclosures in accordance with this MOU, including permissible uses of information under the previous paragraphs, 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.
39. As required by or authorized 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 of the non-public information it intends to share, the name of the Governmental Entity the information will be shared with and purpose of such sharing; and Prior to the Requesting Authority sharing the non-public information, the Requesting Authority will notify the Requested Authority and provide it with adequate assurances concerning the use and confidential treatment of the information by the Governmental Entity, including, as necessary, assurances that:
 - i. The Governmental Entity has confirmed that it requires the information for the purpose of enabling it to fulfil its responsibilities and mandates 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; or
 - B. The Requested Authority has provided prior written consent.
40. To the extent possible, the Requesting Authority should notify the Requested Authority of any legally enforceable demand for non-public information that has been furnished under this MOU. Prior to 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.
41. Except as provided in Paragraphs 39 and 40, the Requesting Authority must obtain the prior written consent of the Requested Authority before disclosing non-public information received under this MOU to 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 Requesting and Requested 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.
42. The Authorities intend that the sharing or the 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 information.
43. The Authorities acknowledge that nothing in this Article Seven prevents an Authority from disclosing information it receives directly from a Cross-Border Covered Entity, other than non-public information that is provided to an Authority pursuant to an information-sharing request referred to in Article Three of this MOU or as part of an On-site Inspection referred to in Article Five.

ARTICLE EIGHT: AMENDMENTS

44. The Authorities intend periodically to review the functioning and effectiveness of the cooperation arrangements between the OSC and the MAS with a view, *inter alia*, to expanding or altering the scope or operation of this MOU should that be judged necessary. This MOU may be amended with the written consent of all of the Authorities referred to in Paragraph 1.
45. Subject to the approval of the MAS, any Canadian Authority may become a party to this MOU by executing a counterpart hereof together with the MAS and providing notice of such execution to the other Canadian Authorities that are signatories to this MOU.

ARTICLE NINE: EXECUTION AND EFFECTIVE DATE OF MOU

46. This MOU will become effective on the date this MOU is signed by the Authorities or the date determined in accordance with each Authority's applicable legislation, whichever date is later.

ARTICLE TEN: SUCCESSORS

47. 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 Authorities. This will not affect the right of any Authority to terminate the MOU by giving written notice as provided in Article Eleven that it no longer wishes to be a signatory to this MOU if it wishes to do so. The Authorities shall work to ensure a seamless transition to any successor into the MOU, including the continued handling of outstanding matters.
48. Where regulatory functions have been assigned to another authority or authorities under paragraph 47, 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

49. This MOU will continue to have effect until it is terminated by the giving of at least 30 days' written notice by an Authority to the other Authorities. If an Authority gives notice of termination, 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 this MOU before the expiration of the 30-day period until all such requests are fulfilled or the Requesting Authority withdraws such request(s) for assistance. In the event of termination of this MOU, information obtained under this MOU will continue to be treated in the manner described under Articles Six and Seven.
50. If any Canadian Authority terminates the MOU in accordance with this Article, the MOU shall remain effective between the MAS and the remaining Canadian Authorities (if any).

This MOU is executed in duplicate, this 15th day of July, 2021.

“Grant Vingoe”
Chair and Chief Executive Officer
Ontario Securities Commission

“Ho Hern Shin”
Deputy Managing Director, Financial Supervision
Monetary Authority of Singapore

APPENDIX A

CONTACT PERSONS

In addition to the following contact information, the OSC and MAS will exchange confidential emergency contact telephone information.

OSC

Global and Domestic Affairs Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto ON
M5H 3S8
Phone: (416) 593-8314
Email: mourequest@osc.gov.on.ca
and inquiries@osc.gov.on.ca

Manager, Market Regulation
Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto ON
M5H 3S8
Phone: (416) 593-3676
Email: marketregulation@osc.gov.on.ca

MAS

Markets Policy & Infrastructure
Department (Markets & Infrastructure
Supervision Division)
Monetary Authority of Singapore
10 Shenton Way MAS Building
Singapore 079117
Email: RMO_mailbox@mas.gov.sg