### MEMORANDUM OF UNDERSTANDING



**United States Commodity Futures Trading Commission** 



**Autorité des Marchés Financiers - France** 

COOPERATION AND THE EXCHANGE OF INFORMATION RELATED TO THE SUPERVISION OF COVERED FIRMS

# MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATION AND THE EXCHANGE OF INFORMATION RELATED TO THE SUPERVISION OF COVERED FIRMS

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 United States Commodity Futures Trading Commission and the French Autorité des marchés financiers (together, the "Authorities") have reached this Memorandum of Understanding ("MOU") regarding cooperation and the exchange of information in the supervision and oversight of certain regulated firms that operate on a cross-border basis in both the United States and France. The Authorities express, through this MOU, their willingness to cooperate with each other in the interest of fulfilling their respective regulatory mandates in the context of supervising firms within the scope of this MOU, particularly in the areas of: protecting customers; fostering the integrity of and maintaining confidence in financial markets; and reducing systemic risk.

#### ARTICLE ONE: DEFINITIONS

For purposes of this MOU:

- 1. "Authority" means:
  - a. In the United States, the Commodity Futures Trading Commission ("CFTC"); or
  - b. In France, the Autorité des marchés financiers ("AMF").
- 2. "Requesting Authority" means an Authority making a request under this MOU.
- 3. "Requested Authority" means the Authority to whom a request is made under this MOU.
- 4. "Covered Firm" means an entity located in either the United States or France (including its branches) that satisfies both of the following criteria:
  - a. A swap dealer or major swap participant that is, or that has applied to be, registered as such under the Commodity Exchange Act ("CEA"); and
  - b. A credit institution or investment firm that is, or that has applied to be, authorized under French law to provide investment services or perform investment activities in France.
- 5. "Covered Matters" means all derivatives-related activities and conduct of a Covered Firm that are governed by U.S. Laws and Regulations with respect to the CFTC or that are governed by French or European Union ("EU") Laws and Regulations with respect to the AMF.

- 6. "Laws and Regulations", in each case as applicable to Covered Matters of Covered Firms, means:
  - a. For the CFTC, the CEA, Dodd-Frank Wall Street Reform and Consumer Protection Act, CFTC regulations, and other applicable legal or regulatory requirements in the United States; and
  - b. For the AMF, the French Monetary and Financial Code (*le code monétaire et financier* or "MFC"), the General Regulation of the AMF, and EU regulations<sup>1</sup> and directives<sup>2</sup> applicable in France.
- 7. "Person" means a natural person, unincorporated association, partnership, trust, investment company, or corporation, and may be a Covered Firm.
- 8. "Books and Records" means documents, electronic media, and books and records within the possession, custody, and control of, and other information about, a Covered Firm with respect to its Covered Matters, and which may include personal data.
- 9. "On-Site Visit" means any regulatory visit as described in Article Five to the premises of a Covered Firm for the purposes of ongoing supervision and oversight in relation to its Covered Matters, including the inspection of Books and Records.
- 10. "Local Authority" means the Authority in whose jurisdiction a Covered Firm that is the subject of an On-Site Visit is physically located.
- 11. "Visiting Authority" means any Authority conducting an On-Site Visit.
- 12. "Emergency Situation" means the occurrence of an event that could materially impair the financial or operational condition of a Covered Firm.
- 13. "Governmental Entity" means:
  - a. If the Requesting Authority is the CFTC, the U.S. Board of Governors of the Federal Reserve System; and
  - b. If the Requesting Authority is the AMF, the French Autorité de contrôle prudentiel et de résolution ("ACPR"), the Banque de France, or the European Central Bank in its function as banking supervisor.

This includes the following regulations, as well as related delegated regulations and other related legal or regulatory requirements, applicable in France: (1) Regulation (EU) No. 648/2012 (European Market Infrastructure Regulation ("EMIR")); (2) Regulation (EU) No. 575/2013 (Capital Requirements Regulation); (3) Regulation (EU) No. 600/2014 (Markets in Financial Instruments Regulation); (4) Regulation (EU) No. 2016/279 (General Data Protection Regulation ("GDPR")); and (5) Regulation (EU) 596/2014 (Market Abuse Regulation).

This includes the following directives, as well as related delegated directives and regulations and other related legal or regulatory requirements, applicable in France: (1) Directive (EU) 2014/65 (Markets in Financial Instruments Directive); (2) Directive (EU) 2013/36 (Capital Requirements Directive); and (3) Directive (EU) 2015/849 (Anti-Money Laundering Directive).

#### ARTICLE TWO: GENERAL PROVISIONS

- 14. Cooperation and the exchange of information under this MOU are intended to take place on a reciprocal basis. This MOU complies with the cooperation agreement and reciprocity requirements of Articles L632-7 and L632-17, respectively, of the MFC.
- 15. This MOU is a statement of intent to consult, cooperate, and exchange information in connection with the supervision and oversight of Covered Firms with respect to their Covered Matters. The consultation, 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 requirements applicable to each Authority. With respect to cooperation pursuant to this MOU, at the date this arrangement is signed, each Authority represents that no secrecy, blocking, or data privacy laws. or other regulations or legal barriers, should prevent the Authority from providing assistance to an Authority in the other jurisdiction pursuant to this MOU, or otherwise adversely affect or hinder the operation of this MOU. The Authorities anticipate that cooperation primarily will be achieved through ongoing informal consultations, supplemented as needed by more formal cooperation, including through mutual assistance in obtaining information related to Covered Firms with respect to their Covered Matters. The provisions of this MOU are intended to support both informal consultations and formal cooperation, as well as to facilitate the written exchange of non-public information in accordance with applicable laws.
- 16. This MOU does not create any legally binding obligations, confer any rights, or supersede domestic or EU legislation. 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.
- 17. This MOU is not intended to limit or condition the discretion of an Authority in any way in the discharge of its regulatory responsibilities with respect to Covered Firms or other Persons, 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 further cooperation and information sharing between the Authorities.
  - a. Each Authority routinely may communicate directly with a Covered Firm with respect to its Covered Matters and can obtain Books and Records required pursuant to Laws and Regulations from a Covered Firm located in the other jurisdiction.<sup>3</sup>
    - i. Although none of the provisions in this MOU should be construed as a limitation on a Covered Firm's obligations under Laws and Regulations, in a situation where legal

For Covered Firms in France, the Banking and Financial Law No. 2019-486, dated 22 May 2019, through a specific provision dedicated to credit institutions and investment firms, derogates from other legal provisions of general application, including from: (1) the French Act No. 68-678 of 26 July 1968 relating to the communication of documents and information of an economic, commercial, industrial, financial or technical nature to natural persons or legal entities, as amended by French Act No. 80-538, dated 16 July 1980; and (2) French professional secrecy law (Articles L511-33 and L531-12 of the MFC).

provisions related to the protection of personal data ("Data Protection Requirements", e.g., in the EU, the GDPR) would hinder a Covered Firm from providing an Authority with personal data, the Authority in the jurisdiction of the Covered Firm promptly will liaise with the Covered Firm and will cooperate to the fullest possible extent with the Authority seeking the personal data with a view to directly or indirectly providing that Authority with the personal data. This cooperation will encourage direct provision of personal data by the Covered Firm to the Authority to the full extent permissible under the Data Protection Requirements. Only where necessary and appropriate, an Authority could receive the personal data pursuant to the operation of the International Organization of Securities Commissions ("IOSCO") Administrative Arrangement for the transfer of personal data ("Personal Data Arrangement") signed by the CFTC and AMF.

- b. Non-public information gathered by each Authority is intended to be used in a manner consistent with Paragraph 33 of this MOU. In the event that an Authority determines that non-public information obtained from a Covered Firm is needed to be used in an enforcement-related context, the Authority will promptly notify the other Authority and will send a request for assistance to the Authority pursuant to the terms and conditions of the IOSCO Multilateral Memorandum of Understanding Concerning Consultation and Cooperation and the Exchange of Information (revised May 2012) ("IOSCO MMOU") and/or, as applicable, another arrangement for enforcement cooperation between the relevant Authorities, such as the IOSCO Enhanced Multilateral Memorandum of *Understanding Concerning Consultation and Cooperation and the Exchange of* Information ("IOSCO EMMOU") at such time as the AMF becomes a signatory to the IOSCO EMMOU. The request to the Authority will specify the relevant non-public information and/or documents intended to be used in the enforcement-related context. The Authority receiving that request will handle it promptly by requesting the non-public information and/or documents from the Covered Firm and providing such requested information and/or documents to the other Authority upon receipt.
- 18. This MOU is intended to complement but does not alter the terms and conditions of existing arrangements, including:
  - a. The Cross-Border Cooperation Arrangement Among Authorities of the Crisis Management Group on LCH SA, to which the Authorities are signatories (September 13, 2019);
  - b. The Personal Data Arrangement, to which the CFTC (May 14, 2019) and AMF (May 14, 2019) are signatories;
  - c. The MoU concerning consultation, cooperation and the exchange of information related to the supervision of covered entities in the alternative investment fund industry between the CFTC and AMF (July 22, 2013);
  - d. The IOSCO MMOU, to which the CFTC and AMF are signatories, which covers primarily information sharing in the context of enforcement matters;
  - e. The *Understanding Concerning Supervision of LCH.Clearnet SA* among the CFTC, AMF, and, as successor in interest, ACPR (January 4, 2011);

- f. The *Memorandum of Understanding* (regarding information sharing on remote members of regulated markets) between the CFTC and, as successor in interest, AMF (March 21, 2002);
- g. The *Declaration on Cooperation and Supervision of International Futures Markets and Clearing Organizations* (as amended March 1998), to which the CFTC and, as successor in interest, AMF are signatories;
- h. The *Memorandum of Understanding Regarding Mutual Recognition* between the CFTC and, as successor in interest, AMF (June 6, 1990); and
- i. The *Administrative Agreement* between the CFTC and, as successor in interest, AMF (June 6, 1990).

The Personal Data Arrangement supplements existing arrangements between the CFTC and the AMF and sets forth certain safeguards for the transfer of personal data. The Authorities acknowledge that the transfer of personal data between the CFTC and the AMF is covered by the Personal Data Arrangement and that they will act consistent with the Personal Data Arrangement with respect to the transfer of personal data under this MOU.

19. 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 Authorities.

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

#### General

- 20. The Authorities recognize the importance of close communication concerning Covered Matters of Covered Firms and intend to consult regularly, as appropriate, regarding:
  - a. General supervisory issues, including regulatory, oversight, or other related developments;
  - b. Issues relevant to the operations, activities, and regulation of Covered Firms with respect to their Covered Matters; and
  - c. Any other areas of mutual supervisory interest.
- 21. The Authorities recognize in particular the importance of close cooperation in the event that a Covered Firm, particularly one whose failure likely would be systemically important to an Authority, experiences, or is threatened by, a potential financial crisis or other Emergency Situation.
- 22. Cooperation will be most useful in, but is not limited to, the following circumstances where issues of common regulatory concern may arise:
  - a. The initial application of a Covered Firm for authorization, qualification, registration, or regulatory relief;

- b. The ongoing supervision and oversight of a Covered Firm with respect to its Covered Matters, including compliance with Laws and Regulations in either jurisdiction; and
- c. Regulatory or supervisory actions or approvals taken in relation to a Covered Firm by the CFTC or the AMF that may materially impact the operations of the entity with respect to its Covered Matters in the other jurisdiction.

# **Event-Triggered Notification**

- 23. As appropriate in the particular circumstances and with respect to Covered Matters, the CFTC and the AMF will endeavor to inform each other promptly, and where practicable in advance, of:
  - a. Regulatory changes that may have a material impact on the operations, rules, or procedures of a Covered Firm with respect to its Covered Matters;
  - b. Any material event of which the Authority is aware that could adversely and directly impact the financial or operational stability of a Covered Firm, including the failure of the Covered Firm to satisfy any of its requirements for continued authorization, qualification, registration, or regulatory relief where that failure could have a material adverse effect in the other jurisdiction, as well as any known adverse material change in the ownership, operating environment, operations, financial resources, management, or systems and controls of a Covered Firm;
  - c. Enforcement actions or sanctions or significant regulatory actions, including the revocation, suspension, or modification of authorization, qualification, registration, or regulatory relief concerning a Covered Firm and/or any individual involved in the Covered Matters of a Covered Firm; and
  - d. Significant changes in the Authority's rules and regulations or the laws and/or regulations applicable to the Authority that may negatively impact its ability to provide assistance under this MOU.
- 24. The determination of what constitutes "materially impact" for purposes of Paragraph 22(c) or "material impact", "material event", "adversely and directly impact", "material adverse effect", "adverse material change", "significant regulatory actions", "significant changes", or "negatively impact" for purposes of Paragraph 23 will be left to the reasonable discretion of the relevant Authority that determines to notify the other Authority.

# **Request-Based Information Sharing**

25. To the extent appropriate to supplement informal consultations, upon written request, the Requested Authority intends to provide the Requesting Authority the fullest possible cooperation subject to the terms in this MOU in assisting the Requesting Authority's supervision and oversight of Covered Firms with respect to Covered Matters, including assistance in obtaining and interpreting information that is relevant to ensuring compliance with the Laws and Regulations of the Requesting Authority and that is not reasonably otherwise available to the Requesting Authority. Such requests will be made pursuant to

Article Four of this MOU, and the Authorities anticipate that such requests will be made in a manner that is consistent with the goal of minimizing administrative burdens.

- 26. The information covered by Paragraph 25 includes:
  - a. Information responsive to requests from an Authority (or, with respect to the CFTC, a registered futures association) related to the fitness of an applicant for authorization, qualification, registration, or regulatory relief;
  - b. Information relevant to the financial and operational condition of a Covered Firm with respect to Covered Matters, including, for example, financial resources, risk management, and internal control procedures;
  - c. Relevant regulatory information and filings that a Covered Firm is required to submit to an Authority with respect to Covered Matters, including, for example, interim and annual financial statements and early warning notices; and
  - d. Regulatory reports prepared by an Authority with respect to Covered Matters, including, for example, information or findings contained in examination reports regarding Covered Firms.

### **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 Covered Firms with respect to Covered Matters, including: contingency planning and crisis management, systemic risk concerns, the adequacy of existing cooperative arrangements, 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(s) identified in Appendix A. A request generally should specify the following:
  - a. The information sought by the Requesting Authority;
  - b. A general description of the matter that is the subject of the request;
  - c. The purpose for which the information is sought, including applicable Laws and Regulations and, to the extent such information includes personal data, a statement addressing the necessity for processing the personal data to fulfill the purpose of the request; 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 CFTC and the AMF will endeavor to notify each other as soon as possible of the Emergency Situation and will communicate information as appropriate in the particular circumstances, taking into account all relevant factors, including the status of efforts to address the Emergency Situation. During an Emergency Situation, requests for information may be made in any form, including orally, provided such communication is confirmed in writing as promptly as possible following such notification.

#### ARTICLE FIVE: ON-SITE VISITS

- 30. With respect to cooperation pursuant to this MOU, at the date of this MOU and notwithstanding other provisions herein, each Authority represents that applicable laws in its jurisdiction do not prohibit an Authority from the other jurisdiction from participating in On-Site Visits to Covered Firms.
- 31. In fulfilling its supervision and oversight responsibilities pursuant to, and to ensure compliance with, Laws and Regulations in connection with Covered Matters of Covered Firms, an Authority (or, with respect to the CFTC, a registered futures association) may need to conduct On-Site Visits to a Covered Firm located in the jurisdiction of the other Authority. The Authorities will consult and work collaboratively in conducting an On-Site Visit.
- 32. An On-Site Visit by an Authority will be conducted in accordance with the following procedure:
  - a. The Visiting Authority will provide advance notice to the Local Authority of its intent to conduct an On-Site Visit and consult with a view to reaching an understanding on the intended timeframe for, and the purpose and scope of, the On-Site Visit. When establishing the scope of any proposed On-Site Visit, the Visiting Authority will give due and full consideration to the supervisory activities of the Local Authority and any information that was made available or is capable of being made available by the Local Authority. Other than in exceptional circumstances, the Visiting Authority will notify the Local Authority prior to notifying the Covered Firm.
  - b. The Local Authority intends to share any relevant reports, or information or findings contained therein, related to examinations it may have undertaken of the Covered Firm with respect to its Covered Matters.
  - c. The Authorities intend to 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 Covered Firm.
  - d. The Authorities will consult with each other, and a Local Authority may if required by relevant Laws and Regulations or in its discretion accompany or assist a Visiting

- Authority during the On-Site Visit, or the Authorities may conduct joint On-Site Visits where appropriate.
- e. The Authorities will communicate with each other as soon as practicable following completion of an On-Site Visit. The Visiting Authority will communicate any major issues to the Local Authority that may impact negatively on a Covered Firm.

#### ARTICLE SIX: PERMISSIBLE USES OF INFORMATION

- 33. The Requesting Authority may use non-public information obtained under this MOU solely for the supervision and oversight of Covered Firms pursuant to, and to ensure compliance with, the Laws and Regulations of the Requesting Authority with respect to Covered Matters.
- 34. The Authorities recognize that, while this MOU is not intended to gather information for enforcement purposes, an Authority subsequently may want to use the non-public information provided pursuant to this MOU for enforcement purposes under its Laws and Regulations. With respect to non-public information shared between the CFTC and AMF pursuant to this MOU, treatment of such information for enforcement purposes, including in conducting investigations or taking enforcement action, will be in accordance with the use and confidentiality provisions of the IOSCO MMOU and, provided both the CFTC and AMF are signatories, the IOSCO EMMOU. Nothing in this MOU, however, will impede the Requesting Authority's ability to enforce its Laws and Regulations.
- 35. Before using non-public information furnished under this MOU for any purpose other than those stated in Paragraphs 33 and 34, the Requesting Authority first must 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 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.
- 36. If an Authority ("Receiving Authority") receives, via a party that is not a signatory to this MOU, non-public information originally provided by an Authority in the other jurisdiction ("Disclosing Authority") that is related to the Disclosing Authority's supervision and oversight of a Covered Firm with respect to Covered Matters and 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.
- 37. Where non-public information is provided to the Requesting Authority pursuant to an information-sharing request pursuant to Article Four of this MOU or as described in Paragraph 32(e), 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 as provided in Paragraphs 39-41, each Authority will keep confidential, to the extent permitted by law, non-public information shared by the other Authority under this MOU, requests made under this MOU, the contents of such requests, responses and related communications or consultations between the Authorities, and any other matters arising under this MOU.
- 39. As required by law, it may become necessary for a Requesting Authority to share non-public information obtained under this MOU with a Governmental Entity in its jurisdiction. In these circumstances and to the extent permitted by law:
  - a. The Requesting Authority will notify the Requested Authority; and
  - b. Prior to the Requesting Authority sharing the non-public information, the Requesting Authority will provide adequate assurances to the Requested Authority concerning the use and confidential treatment of the information by the Governmental Entity, including, as necessary, assurances that:
    - i. The Governmental Entity will maintain a level of confidentiality in respect of the non-public information it has received at least equivalent to that which the Requesting Authority is subject to pursuant to this MOU (including, where relevant, restrictions or conditions imposed on it by the Requested Authority);
    - ii. The non-public information will be used for supervisory and oversight of Covered Matters and in a manner consistent with this Article;
    - iii. The Governmental Entity will not use non-public information received in accordance with this MOU in an enforcement proceeding without the Requesting Authority obtaining the prior written consent of the Requested Authority;
    - iv. The Governmental Entity has confirmed that it performs a function similar to a function of the Requested Authority or regulates or supervises securities, derivatives, banking, insurance, or other financial services and requires the information for a purpose within the scope of its jurisdiction; and
    - v. The non-public information will not be shared by the Governmental Entity with other parties without getting the prior written consent of the Requested Authority.
- 40. Except as provided in Paragraphs 39 and 41, the Requesting Authority must obtain the prior written consent of the Requested Authority before sharing non-public information received under this MOU with any non-signatory to this MOU. The Requested Authority will take into account the level of urgency of the request and respond in a timely manner. During an Emergency Situation, consent may be obtained in any form, including orally, provided such communication is confirmed in writing as promptly as possible following such notification. If consent is denied by the Requested Authority, the 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.

- 41. To the extent possible, the Requesting Authority will notify the Requested Authority of any legally enforceable demand for non-public information furnished under this MOU. When complying with the demand, the Requesting Authority intends to assert all appropriate legal exemptions or privileges with respect to such information as may be available.
- 42. The Authorities intend that the sharing or disclosure of non-public information, including deliberative and consultative materials, such as written analysis, opinions, or recommendations relating to non-public information that is prepared by or on behalf of an Authority, pursuant to the terms of this MOU, will not constitute a waiver of privilege or confidentiality of such non-public information.
- 43. The Requesting Authority will establish and maintain such safeguards as are necessary and appropriate, including appropriate administrative, technical, and physical safeguards, to protect the confidentiality, data security, and integrity of any non-public information obtained from the Requested Authority. Such safeguards will include restricting access to non-public information from the Requested Authority to only those staff and contractors of the Requesting Authority who have a need to know the information in the performance of their official work duties except as authorized pursuant to this MOU.
- 44. The Requesting Authority will promptly notify the Requested Authority in the event of an unauthorized disclosure of non-public information obtained from the Requested Authority, including, where possible, identifying the recipient(s) of information.

#### ARTICLE EIGHT: AMENDMENTS

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

#### ARTICLE NINE: EXECUTION OF MOU

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

#### ARTICLE TEN: TERMINATION

47. Cooperation in accordance with this MOU will continue until the expiration of 180 days after any Authority gives written notice to the other Authorities of its intention to terminate the MOU. If an Authority gives notice of termination, the parties will consult concerning the disposition of any pending requests. If consensus cannot be reached through consultation, cooperation will continue with respect to all requests that were made under this MOU before the expiration of the 180-day period until all such requests are fulfilled or the Requesting

Authority withdraws such request(s). In the event of termination of this MOU, information obtained under this MOU will continue to be treated in the manner prescribed under Articles Six and Seven.

This MOU is signed in duplicate.

Rostin Behnam

Chairman

U.S. Commodity Futures Trading Commission

Date: October 26, 2023

Marie-Anne Barbat-Layani

Chair

Autorité des marches financiers

Date: 26 October 2023

#### APPENDIX A

#### **CONTACT PERSONS**

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

#### **CFTC**

Amanda Olear
Director, Markets Participants Division
Commodity Futures Trading Commission
1155 21st Street, N.W.
Washington, DC 20581
Phone: 202-418-5283
Email: aolear@cftc.gov

Joseph Sanguedolce

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Email: spaliwal@cftc.gov

Suyash Paliwal Director, Office of International Affairs Commodity Futures Trading Commission 1155 21st Street, N.W. Washington, DC 20581 Phone: 202-418-6076

#### **AMF**

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Executive Director, Market Intermediaries and Market Infrastructures Supervision
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