

**Memorandum of Understanding on
Cooperation and Information Exchange**

between

the European Banking Authority

and

the New York State Department of Financial Services

(hereinafter the 'NYDFS' and together with the EBA the 'Signatory Authorities' or the 'Authorities' and each a 'Signatory Authority' or an 'Authority')

WHEREAS

- (1) The European Banking Authority ('EBA') is a European Supervisory Authority established by Regulation (EU) No 1093/2010 of the European Parliament and the Council ('EBA Regulation').
- (2) The EBA's core objectives consist in improving the functioning of the EU internal market, including, in particular, contributing to a sound, effective and consistent level of regulation and supervision; ensuring the integrity, transparency, efficiency and orderly functioning of financial markets; strengthening international supervisory coordination; ensuring the taking of credit and other risks are appropriately regulated and supervised and enhancing customer, including depositors', protection.
- (3) The EBA may develop contacts and enter into administrative arrangements with supervisory authorities, international organisations and the administrations of third countries in accordance with Article 33 of the EBA Regulation. The EBA seeks to enter into this Memorandum of Understanding ('MoU') pursuant to that provision.
- (4) The NYDFS supervises and regulates the activities of banking and other financial institutions, including state-chartered banks, foreign branches, foreign agencies, credit unions, licensed financial services companies, and mortgage loan originators and servicers. The NYDFS is the prudential regulatory and resolution authority responsible for anti-money laundering and countering terrorism financing ('AML/CTF') supervision, and payment services supervision authority of New York State in accordance with the New York Banking Law, Chapter 2 of the Consolidated Laws of New York. A goal of the NYDFS is to ensure

that the regulation of financial services in New York State keeps pace with the rapid and dynamic evolution of these industries, to guard against financial crises and to protect consumers and markets from fraud.

- (5) The confidentiality and professional secrecy regime applicable to the NYDFS have been assessed by the EBA to be equivalent to the respective EU frameworks.
- (6) The regulatory and supervisory frameworks for credit institutions and investment firms applied in the USA have been assessed to be equivalent to the respective EU frameworks and an equivalence decision has been issued by the European Commission on 12 December 2014.¹
- (7) the Signatory Authorities intend to ensure an effective level of cooperation and for this purpose to enter into this MoU on cooperation and exchange of information allowing the EBA and the NYDFS to efficiently and effectively assist each other in the performance of their tasks and powers under their respective legal frameworks, in particular in the EBA's task of continuous monitoring of the consistency of regulatory and supervisory framework applicable in the USA and equivalence of the confidentiality and professional secrecy regime of the NYDFS, with that of the EEA.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

Section 1. Purpose and scope

Cooperation, information exchange and requests for assistance between the EBA and the NYDFS in accordance with this MoU relate to regulatory, supervisory, crisis management and resolution matters, including AML/CTF, consumer and depositors' protection, where relevant, with a view to achieving the following objectives:

- a. assessing and continuous monitoring by the EBA of the level of consistency of regulatory and supervisory framework applied under the remit of the NYDFS with that of the EEA, and of equivalence of the confidentiality and professional secrecy regime applied by the NYDFS with the EEA regime;
- b. strengthening international cooperation and information exchange in supervisory, crisis management and resolution matters for internationally active credit institutions and investment firms, payment institutions and other institutions providing electronic money services (hereinafter in this MoU, collectively referred to as 'institutions') with operations in both the EEA and New York State, where relevant for the type of institution concerned;
- c. contributing to ensuring financial stability, integrity, efficiency and orderly functioning of financial markets, and to promote the safety and soundness of financial institutions under their remit.

¹ Commission Implementing Decision of 12 December 2014 (2014/908/EU)
http://data.europa.eu/eli/dec_impl/2014/908/oj

Section 2. General principles and legal nature

- 2.1 This MoU is a statement of intent between the Signatory Authorities and does not constitute a legally binding and/or legally enforceable agreement. In particular, it does not: (a) create any rights or obligations for any of the Signatory Authorities or third parties; (b) modify or supersede any laws, regulations and requirements in force or applying to the Signatory Authorities; (c) affect any arrangement under other MoUs; (d) represent a waiver to the immunity or the submission to the jurisdiction of any court.
- 2.2 The Signatory Authorities acknowledge that they may only provide information under this MoU if and to the extent permitted under their applicable laws, regulations and requirements.
- 2.3 Unless specified otherwise, under this MoU the expression 'information' includes quantitative and qualitative information that can be also confidential.

Section 3. Cooperation with regard to sound, effective and consistent level of regulation and supervision

- 3.1 The NYDFS will cooperate and provide the EBA with information on its confidentiality and professional secrecy regime, and on the applicable regulatory, supervisory and crisis management framework under the remit of the NYDFS in order to allow the EBA to assess and continuously monitor the equivalence between the EU and the USA framework applicable for institutions under the remit of NYDFS. NYDFS will also provide the EBA with information on approaches, developments and any change relating to the applicable resolution framework.
- 3.2 The NYDFS will also agree with the EBA the procedures concerning the coordination of supervisory activities where relevant, including participation in on-site inspections, where necessary.
- 3.3 In order to ensure the effectiveness and comprehensiveness of the continuous monitoring of equivalence, where appropriate, and without prejudice to the confidentiality of the rule-making process, the Signatory Authorities may also exchange information about ongoing policy or regulatory initiatives in the EU and in the USA within their respective remit.

Section 4. Principles for international cooperation in supervisory and crisis management and resolution matters

- 4.1 The Signatory Authorities acknowledge that international cooperation and information exchange is essential in order to promote the efficient, effective and coordinated supervision and crisis management and resolution of internationally active institutions with operations in both the EU and New York State.
- 4.2 The NYDFS, subject to the applicable legislation and regulation, may grant to the EBA the possibility to participate in the activities of and have access to the information exchanged in cooperation venues for supervisory and resolution matters maintained by the NYDFS relating to institutions with operations in both New York State and the EU. The EBA may choose to participate in the activities of such cooperation venues, having regard to the circumstances, to its work programme and resources.
- 4.3 The NYDFS in accordance with EU law – and having regard, among other things, to their work programme and resources – may request from the relevant EU national authorities to be invited to participate in the activities of supervisory and resolution colleges. The EBA, consistently with its statutory tasks, monitors and promotes the efficient, effective and consistent functioning of such colleges established by the EU and EU national authorities under its remit, including those where the NYDFS will participate.

Section 5. Cooperation and information exchange with regards to the financial stability, efficiency and orderly functioning of financial markets

The Signatory Authorities may cooperate and exchange information to achieve objectives relating to the financial stability, efficiency and orderly functioning of financial markets within their respective remits, promoting the safety and soundness of financial institutions under their remit and to discharge their statutory duties. In this respect, the Signatory Authorities may, subject to their discretionary assessment of the opportunity to do so, exchange aggregated data and information relating to the financial sector in New York State or in the EU respectively when risks originated in New York State may have potential spill-over effects to the EU and risks originated in the EU may have potential spill-over effects to New York State.

Section 6. Procedures and arrangements for the exchange of information and assistance

6.1 When receiving requests for information or assistance, each Signatory Authority will, within the framework of this MoU, make reasonable efforts to provide the other with assistance, to better enable them to carry out the responsibilities entrusted to them under the legal framework applicable.

(A) The request

6.2 Requests for the provision of information or assistance are to be made in writing. In urgent cases, requests may be made orally in a summary form to be confirmed in writing as soon as possible thereafter, unless agreed otherwise.

6.3 Requests for information and assistance need to specify:

- a) the individual or aggregated information or assistance requested;
- b) a description of the matter which gives rise to the request;
- c) the purpose for which the information is sought (including details of the laws and regulatory requirements pertaining to the matter which is the subject of the request);
- d) the persons within the Signatory Authorities believed by the requesting Signatory Authority to possess the information sought;
- e) to whom, if anyone, onward disclosure of information is likely to be necessary and the reason for such disclosure;
- f) the desired time period for the reply.

(B) Assessment of request

6.4 Each request for information or assistance is assessed on a case-by-case basis by the requested Signatory Authority to determine whether assistance can be provided under the terms of this MoU. Following a consultation between the relevant Signatory Authorities, assistance may be denied for the following or other reasons:

- a) where the cooperation would require a Signatory Authority to act in a manner that would violate the applicable legislation;
- b) where a request for assistance does not fall within the scope of this MoU or is not made in accordance with the terms of this MoU,

- c) where the provision of information or assistance would be disproportionate or significantly disrupt the functioning of the Signatory Authority receiving the request; or
 - d) on reasons of public interest.
- 6.5 If the type of conduct described in the request for assistance is not a violation of the legal framework applied in the jurisdiction of the Signatory Authority receiving the request, the requesting party may request an explanation regarding such denial.
- 6.6 If the request cannot be fulfilled in part or whole, the requested Signatory Authority may consider other ways of assisting the requesting Signatory Authority, including whether assistance can be provided by another authority within its jurisdiction.
- 6.7 Where a request for information or assistance is denied on the basis of Section 6.4, or the information requested is not available, the Signatory Authority receiving the request should as far as possible provide the reasons for not sharing the information or not granting assistance.
- (C) Contact Points
- 6.8 Information requests and/or assistance under this MoU should be directed to the contact points (departments, teams or people in the organisation) within the Signatory Authorities listed in Annex I. The Signatory Authorities will update the list of contact points when necessary.
- (D) Costs
- 6.9 The Signatory Authorities will bear their own respective expenses that they may incur for the performance of activities under the MoU.

Section 7. Exchange of confidential information and permissible use

- 7.1 The Authorities acknowledge that all information exchanged on the basis of this MoU may be confidential information within the meaning of the Authorities' applicable legal framework. The Authorities acknowledge that all information exchanged on the basis of this MoU shall be treated as if it is confidential unless specified otherwise.
- 7.2 The Authorities will preserve the confidentiality of the information received to the extent permitted by the applicable legal framework. Any confidential information received by the Authorities on the basis of this MoU will be used exclusively within the responsibilities of the respective Authority for lawful supervisory purposes, and will not be disclosed except as set out below.
- 7.3 The Authorities will ensure that all persons dealing with or having access to confidential information provided by the other Authority (including members of the Authority, employees, and any external providers having access to confidential information) are bound by the obligations of professional secrecy in compliance with the applicable legal frameworks, including after the termination of their duties.
- 7.4 In providing the confidential information by electronic format or transferring the electronic documents through the Internet, the Authorities should ensure an adequate level of data security.
- 7.5 The Authorities should have appropriate arrangements in place to store, transfer and control the scope of confidential information internally.
- 7.6 Except as provided in paragraphs 7.7 and 7.8, before an Authority that has received confidential information under this MoU (a 'Receiving Authority') discloses any confidential

information received from the other Authority to a third party, the Receiving Authority will request and obtain prior written consent, which will not be unreasonably withheld, from the Authority that provided the information. Before disclosing the confidential information to such a third party (including in a situation provided for in paragraphs 7.7 and 7.8), the Receiving Authority will obtain a commitment from that party that information will be kept confidential.

- 7.7 If the Receiving Authority is required by statute or legal process to disclose confidential information received under this MoU to a third party, it will, to the extent permitted by law, inform the Authority that provided the information about such possible onward sharing. If the Authority that provided the information does not consent to such disclosure, then the Receiving Authority will take all available and appropriate steps to resist disclosure, including by employing legal means to challenge the order and by advising the third party requiring such information of the possible negative consequences that such disclosure might have on the future exchange of confidential information between the Authorities.
- 7.8 Subject to the conditions set out in Annex II, where a Receiving Authority transmits information to an Onward Sharing Authority (as defined in paragraph 1 of Annex II), it will notify the Authority that provided the information, ideally before the transmission of the information and, at the latest, within 30 days from such transmission.
- 7.9 No privileges or confidentiality associated with information provided by an Authority are intended to be waived as a result of sharing such information pursuant to this MoU.

Section 8. Data protection

- 8.1 The Signatory Authorities represent and acknowledge that under the terms of this MoU:
- (i) the EBA processes confidential information in accordance with the relevant provisions of the EBA Regulation and internal requirements on confidentiality and professional secrecy;
 - (ii) the NYDFS processes confidential information in accordance with the relevant provisions of New York Public Officers Law Article 6, Section 36(10) of the New York Banking Law and internal requirements on confidentiality and professional secrecy.
- 8.2 The Signatory Authorities will not exchange personal data under this MoU. In case that personal data would need to be exchanged, the Signatory Authorities acknowledge the need to complement this MoU with specific provisions related to the exchange of personal data.

Section 9. Modalities of cooperation and interaction

- 9.1 The Signatory Authorities will attempt to have an in person meeting [or a meeting by telephonic conference] at least once a year at a mutually agreeable location to discuss regulatory and supervisory developments, ways to enhance cooperation and other topics of mutual interest. The meetings will be attended by the selected representatives from each Signatory Authority, as agreed upon in advance. An agenda, mutually agreed upon, will be shared in advance of the meetings.
- 9.2 This does not preclude more frequent meetings and contacts between the Signatory Authorities at the technical level on specific issues covered by this MoU.
- 9.3 Communication among the Signatory Authorities for the purposes of this MoU will take place directly between the relevant contact persons of the Signatory Authorities set out in Annex I. Where no relevant contact person can be identified, requests will be directed to the general contact point identified in Annex I.

Section 10. Interpretation, review, termination and publication

10.1 The Signatory Authorities will interpret and apply this MoU in good faith and in a spirit of mutual cooperation.

10.2 In this MoU, unless the context requires otherwise:

10.1.1 'respective laws, regulations and requirements' means any law, regulation or requirement applicable to the EBA or to the NYDFS in respect of the relevant function; and

10.1.2 'confidential information' means, in respect of a Signatory Authority, any information regarded as confidential by the respective laws, regulations and requirements of that Signatory Authority.

10.3 The Signatory Authorities may review and amend this MoU by mutual consent at any time.

10.4 The EBA or the NYDFS may unilaterally terminate their participation in this MoU by giving 30 days prior written notice to the other Signatory Authority. The termination will not affect any prior obligation, project or activity already in progress.

10.5 After termination, Section 7 will continue to apply to any confidential information provided under this MoU prior to termination.

10.6 This MoU may be made publicly available in full or in part by either of the Signatory Authorities at any time and in any manner.

Section 11. Entry into operation

This MoU will come into effect at the latest of the dates on which this MoU is signed by the Signatory Authorities.

EXECUTED BY THE SIGNATORY AUTHORITIES:

For the EBA

[SIGNED]

Date: 29/10/2021

For the NYDFS

[SIGNED]

Date: 10/11/2021

Annex I to MoU

Contact list

Annex II

Onward Sharing Authorities

1. *List of Onward Sharing Authorities*

For the purposes of Section 7.8 of the MoU, 'Onward Sharing Authorities' means any of the authorities listed below, when fulfilling the conditions which are set out in paragraph 2 of this Annex:

- (a) For the NYDFS: the Board of Governors of the Federal Reserve System (the 'Board of Governors'), the Federal Reserve Bank of New York (the 'FRBNY'), and the Federal Deposit Insurance Corporation (the 'FDIC').
- (b) For the EBA: the authorities set forth on Annex III hereto. The EBA, after providing 15 days' notice to the NYDFS, may unilaterally amend and add authorities to Annex III provided that they fall under Article 4(2) of Regulation (EU) NO 1093/2010 or are a central bank of an EU Member State.

2. *Conditions*

For the purposes of Section 7.8 of the MoU, an authority listed in paragraph 1 of this Annex shall be considered as an Onward Sharing Authority under the following conditions:

- (a) Confidential Information is transmitted only where necessary for the performance of the authorities' lawful supervisory tasks;
- (b) Confidential information is needed for the discharge of the supervisory functions of the Onward Sharing Authority;
- (c) The supervisory function for which confidential information is needed is one of the following:
 - i. the public duty of supervising other financial sector entities and the supervision of financial markets;
 - ii. the responsibility for maintaining the stability of the financial system through the use of macroprudential rules;
 - iii. the protection of the stability of the financial system;
 - iv. the administration of contractual or institutional protection schemes, that is a contractual or statutory liability arrangement which has been authorized by the competent authority under the applicable law to protect member institutions and in particular ensure their liquidity and solvency to avoid bankruptcy where necessary;
 - v. the overseeing of bodies involved in the liquidation and bankruptcy of institutions and in other similar procedures;
 - vi. the prevention of the use of the financial system for the purposes of money laundering and terrorist financing;
 - vii. the administration of deposit-guarantee schemes and investor compensation schemes;

- viii. the overseeing of persons charged with carrying out statutory audits of the accounts of institutions, insurance undertakings and financial institutions;
 - ix. recovery and early intervention of institutions;
 - x. the resolution of financial institutions.
- (d) The information received shall in any event be subject, in accordance with applicable law, to professional secrecy requirements at least equivalent to those applicable to the authority that provided the information. The equivalence of the confidentiality regime applicable to the NYDFS has been evaluated under the EBA assessment.
- (e) In addition to such professional secrecy requirements as may be required by law, confidential information will not be further disclosed by the Onward Sharing Authority, except to other authorities listed in paragraph 1 of this Annex, and subject to the obligation to notify the Signatory Authority which provided the information in accordance with Section 7.8 of the MoU or as authorised by the authority which has provided the information in accordance with Section 7.6 of the MoU.

Annex III

Annex III contains the list of Onward Sharing Authorities for the EBA, as referenced in paragraph 1(b) of Annex II. The Signatory Authorities may amend this Annex III by mutual consent pursuant to Section 10.3 of the MoU. Annex III is separated into categories below for convenience. An authority may appear in more than one category below.

Category 1 – CRD Competent Authorities / members of the EBA Board of Supervisors:

Austria	<u>Finanzmarktaufsicht (Financial Market Authority)</u>
Belgium	<u>National Bank of Belgium</u>
Bulgaria	<u>Българска народна банка (Bulgarian National Bank)</u>
Croatia	<u>Hrvatska Narodna Banka (Croatian National Bank)</u>
Cyprus	<u>Κεντρική Τράπεζα της Κύπρου (Central Bank of Cyprus)</u>
Czech Republic	<u>Ceska Narodni Banka (Czech National Bank)</u>
Denmark	<u>Finanstilsynet (Danish Financial Supervisory Authority)</u>
Estonia	<u>Finantsinspektsioon (Financial Supervision and Resolution Authority)</u>
Finland	Finanssivalvonta (Finnish Financial Supervisory Authority)
France	<u>Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervisory and Resolution Authority)</u>
Germany	Bundesanstalt für Finanzdienstleistungsaufsicht ('BaFin', Federal Financial Supervisory Authority) Bundesbank (in their supporting role to BaFin)
Greece	<u>Τράπεζα της Ελλάδος (Bank of Greece)</u>
Hungary	<u>Magyar Nemzeti Bank (Central Bank of Hungary)</u>
Ireland	<u>Central Bank of Ireland</u>
Italy	<u>Banca d'Italia (Bank of Italy)</u>
Latvia	<u>Finanšu un Kapitāla Tirgus Komisija (Financial and Capital Market Commission)</u>
Lithuania	<u>Lietuvos Bankas (Bank of Lithuania)</u>

Luxembourg	<u>Commission de Surveillance du Secteur Financier (Commission for the Supervision of Financial Sector)</u>
Malta	<u>Malta Financial Services Authority</u>
Netherlands	<u>De Nederlandsche Bank (National Bank of Netherlands)</u>
Poland	Komisja Nadzoru Finansowego (Polish Financial Supervision Authority)
Portugal	<u>Banco de Portugal (Bank of Portugal)</u>
Romania	<u>Banca Națională a României (National Bank of Romania)</u>
Slovakia	Narodna Banka Slovenska (National Bank of Slovakia)
Slovenia	<u>Banka Slovenije (Bank of Slovenia)</u>
Spain	<u>Banco de España (Bank of Spain)</u> <u>Comisión Nacional del Mercado de Valores (CNMV)</u>
Sweden	Finansinspektionen (Swedish Financial Supervisory Authority)

Category 2 – AML/CTF Competent Authorities:

Austria	<u>Finanzmarktaufsicht (Financial Market Authority)</u>
Belgium	<u>National Bank of Belgium</u> Financial Services and Markets Authority (FSMA)
Bulgaria	<u>Българска народна банка (Bulgarian National Bank)</u> FID SANS (FIU) Financial Supervision Commission
Croatia	Hrvatska Agencija za Nadzor Financijskih Usluga (Croatian Financial Services Supervisory Agency) <u>Hrvatska Narodna Banka (Croatian National Bank)</u> Ministry of Finance, Financial Inspectorate
Cyprus	Insurance Companies Control Service (ICCS)

	Securities and Exchange Commission <u>Central Bank of Cyprus</u>
Czech Republic	<u>Ceska Narodni Banka (Czech National Bank)</u> Financial Analytical Office of the Czech Republic
Denmark	<u>Finanstilsynet (Danish Financial Supervisory Authority)</u>
Estonia	<u>Finantsinspektsioon (Estonian Financial Supervision and Resolution Authority)</u> Estonian FIU
Finland	Finanssivalvonta (Finnish Financial Supervisory Authority) The Regional State Administrative Agency for Southern Finland
France	Autorité des Marchés Financiers (AMF) <u>Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervisory and Resolution Authority)</u>
Germany	Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)
Greece	Hellenic Capital Market Commission <u>Τράπεζα της Ελλάδος (Bank of Greece)</u>
Hungary	<u>Magyar Nemzeti Bank (Central Bank of Hungary)</u>
Iceland	Icelandic Financial Supervisory Authority - FME
Ireland	<u>Central Bank of Ireland</u>
Italy	<u>Banca d'Italia (Bank of Italy)</u> "IVASS" - Institute for Insurance Supervision OAM (Organismo degli Agenti e dei Mediatori)
Latvia	Consumer Rights Protection Centre of Latvia Latvijas Banka Financial and Capital Market Commission
Lichtenstein	Finanzmarktaufsicht (Financial Market Authority)
Lithuania	<u>Lietuvos Bankas (Bank of Lithuania)</u>

Luxembourg	<u>Commission de Surveillance du Secteur Financier (Commission for the Supervision of Financial Sector)</u> Commissariat aux Assurances (CAA)
Malta	<u>Malta Financial Services Authority (MFSA)</u> Financial Intelligence Analysis Unit (FIAU)
Netherlands	The Dutch Authority for the Financial Markets (AFM) <u>De Nederlandsche Bank (National Bank of Netherlands)</u>
Norway	Finanstilsynet (Norwegian Financial Supervisory Authority)
Poland	Komisja Nadzoru Finansowego (Polish Financial Supervision Authority) Generalny Inspektor Informacji Finansowej (FIU Poland) Narodowy Bank Polski (NBP)
Portugal	<u>Banco de Portugal (Bank of Portugal)</u> Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF) CMVM - Comissão do Mercado de Valores Mobiliários
Romania	Financial Supervisory Authority <u>Banca Națională a României (National Bank of Romania)</u>
Slovakia	FIU Narodna Banka Slovenska (National Bank of Slovakia)
Slovenia	The Securities Market Agency Banka Slovenije <u>Bank of Slovenia</u> Office for Money Laundering Prevention Insurance Supervision Agency (AZN)
Spain	SEPBLAC, in cooperation with Banco de España, CNMV and DGSFP Commission for the Prevention of Money Laundering and Monetary Offenses (COPBLAC)
Sweden	Finansinspektionen (Swedish Financial Supervisory Authority)

Category 3 – Resolution Authorities and Deposit Guarantee Schemes (DGS) Designated Authorities:

Austria	<u>Finanzmarktaufsicht (Financial Market Authority)</u>
Belgium	<u>National Bank of Belgium, Ministry of Finance</u>
Bulgaria	<ul style="list-style-type: none"> • <u>Българска народна банка (Bulgarian National Bank)</u> – contact authority • <u>Комисия за финансов надзор (Financial Supervision Commission)</u> • <u>Bulgarian Deposit Insurance Fund</u>
Croatia	<ul style="list-style-type: none"> • <u>Hrvatska Narodna Banka (Croatian National Bank)</u> – contact authority • <u>Hrvatska Agencija za Nadzor Financijskih Usluga (Croatian Financial Services Supervisory Agency)</u> • <u>Državna Agencija za Osiguranje Štednih Uloga i Sanaciju Banaka (State Agency for Deposit Insurance and Bank Resolution)</u>
Cyprus	<ul style="list-style-type: none"> • <u>Κεντρική Τράπεζα της Κύπρου (Central Bank of Cyprus)</u> • Management Committee of the Deposit Guarantee and Resolution of Credit and Other Institutions Scheme administered by the Central Bank of Cyprus
Czech Republic	<ul style="list-style-type: none"> • <u>Ceska Narodni Banka (Czech National Bank)</u> • Financial Market Guarantee System
Denmark	<ul style="list-style-type: none"> • <u>Finanstilsynet (Danish Financial Supervisory Authority)</u> – contact authority • <u>Finansiel Stabilitet (Financial Stability Company)</u>
Estonia	<ul style="list-style-type: none"> • <u>Finantsinspektsioon (Financial Supervision Authority)</u> – contact authority • <u>Tagastisfond (Guarantee Fund)</u>
Finland	<u>Rahoitusvakausvirasto (Finnish Financial Stability Authority)</u>
France	<u>Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervisory and Resolution Authority)</u>
Germany	<ul style="list-style-type: none"> • <u>Finanzmarktstabilisierung (Federal Agency for Financial Market Stabilisation)</u> • <u>Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)</u>
Greece	<ul style="list-style-type: none"> • <u>Τράπεζα της Ελλάδος (Bank of Greece)</u> – contact authority • <u>Επιτροπή Κεφαλαιαγοράς (Hellenic Capital Market Commission)</u> • <u>Ministry of Finance (DGS)</u>
Hungary	<ul style="list-style-type: none"> • <u>Magyar Nemzeti Bank (Central Bank of Hungary)</u>

	<ul style="list-style-type: none"> • <u>National Deposit Insurance Fund of Hungary</u>
Ireland	<u>Central Bank of Ireland</u>
Italy	<u>Banca d'Italia (Bank of Italy)</u>
Latvia	<u>Finanšu un Kapitāla Tīrgus Komisija (Financial and Capital Market Commission)</u>
Lithuania	<ul style="list-style-type: none"> • <u>Lietuvos Bankas (Bank of Lithuania)</u> • <u>Indėlių ir investicijų draudimas IDF (DGS)</u>
Luxembourg	<u>Commission de Surveillance du Secteur Financier (Commission for the Supervision of Financial Sector)</u>
Malta	<ul style="list-style-type: none"> • <u>Malta Financial Services Authority</u> • <u>Compensation Scheme</u>
Netherlands	<u>De Nederlandsche Bank (National Bank of Netherlands)</u>
Poland	<u>Bankowy Fundusz Gwarancyjny (Bank Guarantee Fund)</u>
Portugal	<u>Banco de Portugal (Bank of Portugal)</u>
Romania	<ul style="list-style-type: none"> • <u>Banca Națională a României (National Bank of Romania)</u> – contact authority • <u>Autoritatea de Supraveghere Financiară (Financial Supervisory Authority)</u>
Slovakia	<ul style="list-style-type: none"> • <u>Rada pre riešenie krízových situácií (Resolution Council)</u> • <u>Deposit Protection Fund</u>
Slovenia	<u>Banka Slovenije (Bank of Slovenia)</u>
Spain	<ul style="list-style-type: none"> • <u>FROB (Spanish Executive Resolution Authority)</u> – contact authority • <u>Banco de España (Bank of Spain)</u> • <u>Comisión Nacional de Mercado de Valores (National Securities Market Commission)</u> • <u>Fondo de Garantía de Depósitos de Entidades de Crédito (FGD)</u> • <u>Fondo de garantía de inversiones (FOGAIN).</u>
Sweden	<u>Riksgälden (Swedish National Debt Office)</u>

Category 4 – Payment Services Directive 2 (PSD2) Competent Authorities

Austria	Financial Market Authority
Belgium	National Bank of Belgium
	Ministry of Economy (FPS Economy, S.M.E.s, Self-employed and Energy)
Bulgaria	Bulgarian National Bank
Croatia	Croatian National Bank
Cyprus	Central Bank of Cyprus
Czech Republic	Czech National Bank
Denmark	Danish Financial Supervisory Authority
	Danish Consumer Ombudsman
	Danish Competition and Consumer Authority
Estonia	Finantsinspektsioon (Estonian Financial Supervision Authority)
Finland	Finnish Financial Supervisory Authority (FIN-FSA)
France	Prudential Supervisory & Resolution Authority
	Ministry of Economy
	French Central Bank
Germany	Federal Financial Supervisory Authority
Greece	Bank of Greece (BoG)
	Ministry of Economy and Development / General Secretariat for Commerce and Consumer Affairs)
Hungary	Magyar Nemzeti Bank (Central Bank of Hungary)
Ireland	Central Bank of Ireland
Italy	Bank of Italy
	Italian Competition Authority
Latvia	Consumer Rights Protection Centre
	Ombudsman of the Finance Latvia Association
	Financial and Capital Market Commission

Lithuania	Bank of Lithuania
Luxembourg	Commission de Surveillance du Secteur Financier (CSSF)
Malta	Malta Financial Services Authority
	Central Bank of Malta
The Netherlands	Dutch Authority for the Financial Markets (AFM)
	National Bank of Netherlands (DNB)
Poland	Polish Financial Supervision Authority
Portugal	Bank of Portugal (BdP)
Romania	National Bank of Romania (NBR)
Slovakia	National Bank of Slovakia
Slovenia	Banka Slovenije
Spain	Banco de España (Bank of Spain)
Sweden	Swedish Financial Supervisory Authority

Category 5 – European Authorities:

European Securities and Markets Authority (ESMA)
European Insurance and Occupational Pensions Authority (EIOPA)
European Systemic Risk Board (ESRB)
European Central Bank (ECB)
Single Resolution Board (SRB)