

**STATEMENT OF PROTOCOL BETWEEN  
THE PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD OF THE  
UNITED STATES (PCAOB)  
AND  
THE CYPRUS PUBLIC AUDIT OVERSIGHT BOARD (CyPAOB)  
ON COOPERATION AND THE EXCHANGE OF INFORMATION RELATED TO THE  
OVERSIGHT OF AUDITORS**

*The Public Company Accounting Oversight Board in the United States ("PCAOB"), based on its obligations and authority under the Sarbanes-Oxley Act of 2002 (as amended) (the "Sarbanes-Oxley Act"),*

And

*the Cyprus Public Audit Oversight Board (CyPAOB) in the Republic of Cyprus, based on its obligations and authority under articles 4 and 29 of the Auditors Law, Law 53(I)/2017, Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific requirements regarding statutory audit of public-interest entities and repealing Commission decision 2005/909/EC, as amended, (the "EU Regulation"), Article 47 of the Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253/EEC, as amended, (the "EU Directive") and the Commission Implementing Decision on the adequacy of the competent authorities of the United States of America pursuant to Article 47 paragraph 1(c) of the Directive 2006/43/EC (the "Adequacy Decision").*

have agreed as follows:

**Article I. PURPOSE**

1. The PCAOB in the United States and the CyPAOB in Cyprus each seek to improve the accuracy and reliability of audit reports so as to protect investors and to help promote public trust in the audit process and investor confidence in their respective capital markets. Given the global nature of capital markets, the PCAOB and the CyPAOB recognize the need for cooperation in matters related to the oversight of Auditors subject to the regulatory jurisdictions of both Parties.
2. The purpose of this Statement of Protocol ("SOP") is to facilitate cooperation between the Parties in the oversight, including Inspections and Investigations, of Auditors that fall within the regulatory jurisdiction of both Parties to the extent that such cooperation is compatible with the Parties' respective laws and/or regulations, their important interests and their reasonably available resources. Cooperation is intended to permit the Parties to meet their respective statutory oversight mandates. Cooperation, including Inspections and Investigations, and the exchange of Information also is intended to assist the Parties in determining the degree to which one Party may rely

in the future on the other Party's oversight activities with regard to Auditors that fall within the regulatory jurisdiction of both Parties.

3. This SOP does not create any binding legal obligations or supersede domestic laws. This SOP does not give rise to a legal right on the part of the PCAOB, the CyPAOB or any other governmental or non-governmental entity or any private person to challenge, directly or indirectly, the degree or manner of cooperation by the PCAOB or the CyPAOB.
4. This SOP does not prohibit the PCAOB or the CyPAOB from taking measures with regard to the oversight of Auditors that are different from or in addition to the measures set forth in this SOP.

## **Article II. DEFINITIONS**

For the purpose of this SOP,

**"Party" or "Parties"** means the PCAOB and/or the CyPAOB.

**"Auditor"** means (a) a public accounting firm or a person associated with a public accounting firm or (b) a statutory audit firm or a statutory auditor, that is subject to the regulatory jurisdictions of both Parties.

**"Information"** means public and non-public information which includes but is not limited to:

(1) reports on the outcome of inspections, including information on firm-wide quality control procedures and engagement reviews, provided that the reports relate to Auditors that are subject to the regulatory jurisdictions of both Parties, and

(2) audit working papers or other documents held by auditors, provided that the documents relate to matters that are subject to the regulatory jurisdictions of both Parties.

**"Inspections"** refers to reviews of Auditors to assess the degree of compliance of each auditor with applicable laws, rules and professional standards in connection with its performance of audits, the issuance of audit reports and related matters, pursuant to the *Auditors Law, Law 53(I)/2017 in the Republic of Cyprus* and the Sarbanes-Oxley Act in the United States.

**"Investigations"** refers to investigations undertaken by a Party of any act or practice, or omission to act, by an Auditor, that may violate or may have violated applicable laws, rules or professional standards.

## **Article III. COOPERATION AND THE EXCHANGE OF INFORMATION**

### **A. Scope of cooperation**

1. Cooperation may include the exchange of Information between Parties relating to Auditors that fall within the regulatory jurisdiction of both Parties. Any Information provided shall be used by the requesting Party as permitted or required by their respective authorizing statutes – which include the Sarbanes-Oxley Act in the United States and the Auditors Law, Law 53(I)/2017 in the Republic of Cyprus – and any rules or regulations promulgated thereunder.
2. Cooperation may include one Party assisting the other Party in an Inspection or an Investigation by performing activities that may include but are not limited to:
  - (i) facilitating access to Information and/or, if requested,
  - (ii) reviewing audit work papers and other documents, interviewing an Auditor's personnel, reviewing an Auditor's quality control system and/or performing other testing of the audit, supervisory and quality control procedures of an Auditor on behalf of the other Party.
3. Cooperation in the context of an Inspection or an Investigation does not cover a request for assistance or Information to the extent that it involves a Party obtaining on behalf of the other Party Information to which the requesting Party is not entitled under its own laws and/or regulations.
4. The scope of cooperation may vary over time and with each Inspection or Investigation.
5. Cooperation in the context of an Inspection also may include the exchange of each Party's respective inspection guides.
6. The Parties may at the request of either Party consult on issues related to the matters covered by this SOP, and otherwise exchange views and share experiences and knowledge gained in the discharge of their respective duties to the extent consistent with their respective laws and regulations.

### **B. Joint Inspections**

1. If consistent with the Sarbanes-Oxley Act for the PCAOB and the Auditors Law, Law 53(I)/2017, the Regulation and the Adequacy Decision for the CyPAOB, and in order to assist the Parties in determining the degree to which one Party may rely in the future on the other Party's Inspections of Auditors that fall within the regulatory jurisdiction of both Parties, the Parties may conduct joint Inspections. Each Party may decline to carry out Inspections jointly.

2. For each joint Inspection, the Party in whose jurisdiction the joint Inspection is conducted may choose to lead the joint Inspection, meaning that the Party will manage communications with the Auditor, organize the logistics of the joint Inspections, and receive all audit working papers and other documents from the Auditor in the first instance before transferring them to the other Party.
3. Before a joint Inspection is carried out, the Parties shall consult on a work plan for the joint Inspection, which may include, in general, the steps and procedures expected to be performed during the joint Inspection, including the audit engagements to be reviewed and the allocation of work that each Party expects to perform. While each Party is responsible for its own findings and conclusions that result from the joint Inspection, the Parties shall consult each other about their findings and conclusions during Inspection field work. The Parties shall also inform each other about possible findings that they provide to the inspected Auditor.
4. A requesting Party may take copies of working papers or other documents held by an Auditor in the other Party's jurisdiction and provided to the requesting Party in accordance with this SOP to its own jurisdiction as needed to comply with its documentation requirements, to support its Inspection findings or for purposes of an Investigation. The requesting Party will identify the copies of the working papers or other documents for the other Party before taking them to its own jurisdiction. The arrangements established between the Parties with respect to the transfer of personal data in accordance with Article V must be observed.

### **C. Requests for Information**

1. Each Party may provide the other Party with Information upon request, to the extent necessary or permitted to fulfil the oversight, Inspections and Investigations of Auditors by the requesting Party.<sup>1</sup>
2. Requests shall be made in writing (including e-mail) and addressed to an appropriate contact person of the requested Party.
3. The requesting Party shall specify the following, to the extent appropriate:
  - (a) The Information requested;

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<sup>1</sup> The CyPAOB has informed the PCAOB that under the article 29(1)(b) of the Auditors Law, Law 53(I)/2017 Auditors are not allowed to transfer audit working papers and other documents directly to the PCAOB, but must transfer such Information through the CyPAOB. The CyPAOB has also informed PCAOB that under article 29(4) of the Auditors Law, Law 53(I)/2017 the CyPAOB, may, in exceptional circumstances permit an Auditor to transfer audit working papers and other documents directly to the PCAOB. The PCAOB has informed the CyPAOB that it would be willing to pass on requests from the CyPAOB to an Auditor but that the CyPAOB may make requests for Information directly to any Auditor without sending the request to or through the PCAOB.

- (b) The purposes for which the Information will be used;
  - (c) The reasons why the Information is needed and, if applicable, the relevant provisions that may have been violated;
  - (d) An indication of the date by which the Information is needed; and
  - (e) To the best of the knowledge of the requesting Party, an indication of whether the Information requested might be subject to further use or transfer under Article IV, paragraphs (6), (7) and (8) of this SOP.
4. In cases where the Information requested may be maintained by, or available to, another authority within the country of the requested Party, the requested Party shall consider whether it can obtain and provide to the other Party the Information requested, to the extent possible in light of available resources and as permitted by laws and/or regulations in the requested Party's jurisdiction.
  5. While the Parties may transfer Information received in the course of cooperation to other entities in accordance with paragraphs 6, 7 and 8 of Article IV, the Parties themselves may use non-public Information, including unsolicited Information, received in the course of cooperation *only* as required or permitted by their respective authorizing laws, i.e. the Sarbanes-Oxley Act in the United States for the PCAOB and the Auditors Law, Law 53(I)/2017 in the Republic of Cyprus for the CyPAOB. Non-public Information also includes Information that is created by a Party based on non-public Information received under this SOP. If any Party intends to use Information received in the course of cooperating for any other purpose than purpose stated in the first sentence of this paragraph, it must obtain the prior written consent of the requested Party on a case by case basis. If the requested Party consents to the use of Information for any other purpose or for any purpose other than that stated in the original request under Article III. D. 3. (b) of this SOP, it may subject the use to conditions.

#### **D. Execution of requests for Information**

1. Each request for Information shall be assessed on a case-by-case basis by the requested Party to determine whether Information can be provided pursuant to this SOP and applicable law. In any case where the request cannot be met in full within the desired time period, the requested Party shall inform the requesting Party of the nature of the Information being withheld and the reasons for its denial.
2. Subject to paragraph E(3) of this Article, the requested Party may refuse to act on a request where, for example,
  - (a) It concludes that the request is not in accordance with this SOP;
  - (b) Acceding to the request would contravene the laws, rules or regulations of the requested Party's country;

- (c) It concludes that it would be contrary to the public interest of the requested Party's country for assistance to be given;
  - (d) The provision of Information would adversely affect the sovereignty, security or public order of the requested Party's country;
  - (e) The provision of Information would undermine the protection of the commercial interests of the audited persons or entities, including their industrial and intellectual property rights;
  - (f) Judicial proceedings have already been initiated in respect of the same actions and against the same Auditor(s) before the authorities of the country of the requested Party; or
  - (g) Final judgement has already been passed in respect of the same actions and against the same Auditor(s) before the authorities of the country of the requested Party.
3. In the event a Party or an Auditor under Inspection or Investigation refuses to provide requested Information, the Parties will consult to determine if there are alternative ways to meet the requirements of the requesting Party. The Parties are aware that if the Information is not provided, and the requesting Party determines that it cannot satisfy its regulatory obligations without the requested Information, the requesting Party may take certain actions as allowed by its domestic laws, rules and regulations against the relevant Auditor(s) for refusing to provide the requested Information, taking into account the nature of the Information being withheld and the reasons for its denial.
  4. Any document or other material provided in response to a request under this SOP and any copies thereof shall be returned on request to the extent permitted by applicable laws, rules or regulations.

#### **Article IV. CONFIDENTIALITY**

With respect to any non-public Information provided to another Party, the Parties agree that:

1. The requesting Party has established and will maintain such safeguards as are necessary and appropriate to protect the confidentiality of the Information, including storing the Information in a secure location when not in use.
2. The requesting Party has provided to the other Party a description of its applicable information systems and controls and a description of the laws and regulations of the government of the requesting Party that are relevant to Information access.
3. The requesting Party will inform the other Party if the safeguards, information systems, controls, laws or regulations referenced in paragraphs 1 and 2 above

change in a way that would weaken the protection for the Information provided by the other Party.

4. Except as set forth below, each Party shall keep confidential all non-public Information received in the course of cooperating consistent with applicable laws, rules, and regulations. The obligation of confidentiality shall apply to all persons who are or have been employed by the Parties, involved in the governance of the Parties or otherwise associated with the Parties.
5. A Party may issue public inspection reports as permitted or required by the law of that Party's jurisdiction, including reports that identify the Auditor inspected and the inspection results, but do not identify the names of the clients reviewed. A Party may also publicly announce sanctions imposed upon Auditors as permitted or required by the law of that Party's jurisdiction. Before publicly announcing any sanctions imposed on an Auditor that is located in the other Party's jurisdiction and subject to the other Party's authority, the Party shall give advance notice of the publication to the other Party.
6. The PCAOB may share with the U.S. Securities and Exchange Commission ("SEC") non-public Information that the PCAOB has obtained from the CyPAOB, or from an Auditor, in the course of cooperating under this SOP, as follows:
  - (a) Upon the PCAOB's own initiative, any Information obtained in connection with the PCAOB's audit regulatory functions, i.e., Auditor oversight, quality assurance (including Inspections), and Investigations and discipline of Auditors, that it considers relevant to (i) the SEC's oversight of Auditors, or (ii) the SEC's oversight over the PCAOB.<sup>2</sup>
  - (b) Upon request by the SEC, Information shared for purposes of: (i) the SEC's oversight of Auditors or (ii) the SEC's oversight over the PCAOB; and
  - (c) For Information not available to the SEC under (a) or (b) above, the PCAOB shall follow the procedures set forth in paragraph 7 of this Article IV below.
7. Except as set out in paragraph 6 (a) and (b) of this Article IV, a Party that intends to transfer to a third party any non-public Information received in the course of cooperation shall request the prior written consent of the Party which provided the Information as follows:
  - (a) The Party that intends to transfer this Information shall indicate the reasons and the purposes for which the Information is to be transferred.

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<sup>2</sup> The PCAOB has informed the CyPAOB that the PCAOB has an obligation to share information with the SEC when doing so is necessary or appropriate to carry out the Sarbanes-Oxley Act in order to protect investors or to further the public interest.

- (b) The PCAOB may share such Information only with those entities identified in section 105(b)(5)(B) of the Sarbanes-Oxley Act, which states that these entities shall maintain such Information as confidential and privileged.
- (c) As long as the intended recipient is legally obligated or has agreed to maintain such Information as confidential, the CyPAOB may share such Information only with the following Cypriot law enforcement or regulatory authorities as permitted by the following provisions in Cypriot law:
- The Cypriot Police under article 6 of the Police Law, Law 73(I)/2004 and articles 4 – 8 of the Criminal Procedure Law, Chapter 155 of the Republic of Cyprus
  - The Office of the Attorney General of the Republic of Cyprus under Article 113 of the Constitution of the Republic of Cyprus
  - The Central Bank of Cyprus, the Cyprus Securities and Exchange Commission of Cyprus, the Superintendent of Insurance of Cyprus, the Commissioner of Taxation of Cyprus and the Cyprus Stock Exchange under article 25 of the Auditors Law, Law 53(I)/2017
  - The Cyprus Data Protection Authority under article 25(a) of the Cyprus National Law 125(I)/2018
- (d) The requested Party shall respond within five days upon receiving notice from the other Party that it seeks to transfer Information to the applicable entities in paragraphs 7(b) or 7(c). The requested Party shall endeavour to provide its consent in response to the other Party's request to transfer such Information, if the requested Party's applicable law does not preclude it from providing consent. Should the requested Party conclude that it cannot give consent, it shall set out its reasons to the requesting Party. The requesting Party shall consider the requested Party's objections and will consult further with the requested Party before deciding whether it should transfer the Information, despite the requested Party's objections.
8. Should a Party wish to share with a third party any non-public information received in the course of cooperation, other than as provided in paragraphs 6 or 7 of this Article IV above, that Party must obtain the written consent of the Party which provided the information prior to any such sharing.

## **Article V. THE TRANSFER OF PERSONAL DATA**

The transfer of personal data pursuant to this SOP is subject to the establishment of appropriate arrangements on the transfer of personal data.

## **Article VI. ENTRY INTO EFFECT, EXPIRATION AND TERMINATION**

1. This SOP comes into force from the date of its signature by both Parties. It will have effect only during the period that an Adequacy Decision is also in force.



2. The Parties may consult and revise the terms of this SOP in the event of a substantial change in the laws, regulations or practices affecting the operation of this SOP.
3. This SOP may be terminated by either Party at any time. Termination of the SOP shall be in writing. This SOP will continue to have effect until the effective date stated in the termination. After termination of this SOP, the Parties shall continue to maintain as confidential, consistent with Article IV, any Information received under this SOP.



George R. Botic  
Acting Chair  
Public Company Accounting  
Oversight Board

Date: December 5, 2025



Andreas Zachariades  
Chairman of the Board of the  
Cyprus Public Audit Oversight Board

Date: 15/12/2025