**CHAPTER 24**

**GENERAL PROVISIONS AND EXCEPTIONS**

**Article 24.1
General Exceptions**

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 4 (Customs Procedures and Trade Facilitation), Chapter 6 (Sanitary and Phytosanitary Measures), Chapter 8 (Technical Barriers to Trade), Chapter 12 (Digital Trade) and Chapter 13 (Competition and Consumer Protection), Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, *mutatis mutandis*.

2. For the purposes of Chapter 9 (Trade in Services), Chapter 12 (Digital Trade), and Chapter 13 (Competition and Consumer Protection), Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, *mutatis mutandis*.

**Article 24.2
Security Exceptions**

Nothing in this Agreement shall be construed:

(a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or

(b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable and fusionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) taken in time of national emergency;

(v) taken in time of war or other emergency in international relations; or

(vi) relating to critical public infrastructure, whether publicly or privately owned, including communications, power, transport and water infrastructure; or

(c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

**Article 24.3
Taxation**

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.

2. This Agreement shall only grant rights or impose obligations with respect to taxation measures where corresponding rights and obligations are also granted or imposed under the WTO Agreement.

3. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that convention shall prevail to the extent of any inconsistency. The competent authorities under that convention shall have the sole responsibility for jointly determining whether any inconsistency exists between this Agreement and that convention.

4. Nothing in this Agreement shall oblige a Party to extend to the other Party the benefit of any treatment, preference or privilege arising from any existing or future tax convention by which the Party is bound.

5. For the purposes of this Article:

(a) **tax convention** means a convention for the avoidance of double taxation or other international taxation agreement or arrangement to which the Parties are party; and

(b) **taxes** and **taxation measures** do not include customs duties.

**Article 24.4
Restrictions to Safeguard the Balance of Payments**

1. Where a Party is in serious balance of payments and external financial difficulties or under threat thereof, it may:

(a) in the case of trade in goods, in accordance with the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GATT 1994 in Annex 1A to the WTO Agreement, adopt restrictive import measures; or

(b) in the case of trade in services, adopt or maintain restrictions on trade in services on which it has undertaken commitments, including on payments or transfers for transactions related to such commitments.

2. Any measure adopted or maintained under paragraph 1 shall:

(a) be applied on a non-discriminatory basis such that the other Party is treated no less favourably than any non-Party;

(b) be consistent with the *Articles of Agreement of the International Monetary Fund*;

(c) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;

(d) not exceed those necessary to deal with the circumstances described in paragraph 1(b); and

(e) be temporary and be phased out progressively as the situations specified in paragraph 1(b) improve.

3. A Party adopting or maintaining measures under paragraph 1 shall:

(a) promptly notify, in writing, the other Party of the measures, including any changes therein; and

(b) on request of the other Party, promptly commence consultations with the other Party to review the measures adopted or maintained under paragraph 1, provided that:

(i) in the case of capital movements, such consultations are not otherwise taking place outside of this Agreement; or

(ii) in the case of current account restrictions, such consultations are not otherwise taking place under the framework of the WTO Agreement.

**Article 24.5
Disclosure of Information**

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information, the disclosure of which would be contrary to its laws and regulations, or would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

**Article 24.6
Confidentiality of Information**

Unless otherwise provided in this Agreement, where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific permission of the Party providing the information, except where such use or disclosure is necessary to comply with legal requirements, or for the purpose of judicial proceedings.