3. Nothing in this Agreement shall be construed to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests to protect critical public infrastructure, including communications, power and water infrastructure, from deliberate attempts to disable or degrade such infrastructure.

Note: Nothing in this paragraph shall be construed so as to derogate from the rights and obligations of the Parties under the WTO Agreement.

4. Nothing in this Agreement shall be construed to require a Party to accord the benefits of this Agreement to the other Party, or to the goods or service suppliers of the other Party or investors that are enterprises of the other Party, where the Party adopts or maintains measures in any legislation or regulations which it considers necessary for the protection of its essential security interests with respect to a non-Party, or goods or service suppliers of a non-Party or investors that are enterprises of a non-Party, that would be violated or circumvented if the benefits of this Agreement were accorded to such goods or service suppliers or such enterprises of the other Party or to their investments.

5. For the purposes of Chapters 6 and 8, a Party may deny the benefits of this Agreement to an investor of the other Party that is an enterprise of the other Party and to its investments, or to a service supplier of the other Party that is a juridical person of the other Party in the situation where the enterprise or the juridical person is owned or controlled by an investor or persons of a non-Party, and the denying Party:

(a) does not maintain diplomatic relations with the non-Party; or

(b) adopts or maintains measures with respect to the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefit of this Agreement were accorded to the service supplier or the enterprise or to its investments.

6. For the purposes of Chapter 6, subject to prior notification to and consultation with the other Party, a Party may also deny the benefits of the Chapter to a service supplier of the other Party, where the denying Party establishes that:

(a) the service supplier is a juridical person that is owned or controlled by persons of a non-Party and has no substantial business activities in the Area of the other Party;

(b) the service is supplied from or in the Area of a non-Party;

(c) in the case of the supply of a maritime transport service, the service is supplied:

(i) by a vessel registered under the laws of a non-Party; and

(ii) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party; or

(d) the service supplier is not:

(i) in respect of a natural person, a natural person of the other Party as defined under this Agreement; or

(ii) in respect of a juridical person, a juridical person of the other Party as defined under this Agreement.

7. For the purposes of Chapter 8, subject to prior notification to and consultation with the other Party, a Party may also deny the benefits of the Chapter to an investor of the other Party that is an enterprise of the other Party and to its investments, where the denying Party establishes that:

(a) the enterprise has no substantial business activities in the Area of the other Party; and

(b) the enterprise is owned or controlled by an investor of a non-Party or of the denying Party.