(d) any measure relating to investments in public law enforcement and correctional services, and in social services such as income security or insurance, social security or insurance, social welfare, public training, health, child care and public housing;

(e) any measure relating to investment in telegraph services, betting and gambling services, manufacture of tobacco products, manufacture of the central bank of each Contracting Party's notes, minting and sale of coinage and postal services;

(f) any measure relating to investment in fisheries in the territorial sea, internal waters, exclusive economic zone and continental shelf of the Contracting Party; and

(g) any measure relating to investment in industries other than those recognised or other than those that should have been recognised by the Government of the Contracting Party owing to the circumstances on the date of entry into force of this Agreement, or any measure relating to investment in industries which were not technically feasible on the date of entry into force of this Agreement.

Note: Any industries classified positively and explicitly in JSIC or CPC on the date of entry into force of this Agreement should have been recognised by the Government of Japan on that date.

4. Neither Contracting Party shall, under any measure adopted after the date of entry into force of this Agreement and covered by paragraph 3, require an investor of the other Contracting Party, by reason of its nationality, to sell or otherwise dispose of an investment that exists at the time when the measure becomes effective.

5. For greater certainty, the treatment referred to in this Article does not encompass international dispute settlement procedures or mechanisms under any international agreement.

6. The provisions of this Article shall not impose an obligation on either Contracting Party to grant investors of the other Contracting Party and their investments any benefits, advantages or privileges arising from free trade areas, customs unions, common markets, economic unions or other similar integration agreements to which the former Contracting Party is a party.

7. The provisions of this Article shall not impose an obligation on either Contracting Party to grant investors of the other Contracting Party and their investments more favourable treatment accorded by the former Contracting Party under international agreements signed by it prior to the entry into force of this Agreement.

8. For greater certainty, whether treatment is accorded in "like circumstances" under this Article depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investments or investors on the basis of legitimate public welfare objectives.

Article 5
General Treatment

1. Each Contracting Party shall in its Area accord to investments of investors of the other Contracting Party treatment in accordance with customary international law, including fair and equitable treatment and full protection and security. For greater certainty, the concepts of "fair and equitable treatment" and "full protection and security" do not require treatment in addition to, or beyond that which is required by the customary international law minimum standard of treatment of aliens, and do not create additional substantive rights.

2. For greater certainty:

(a) "fair and equitable treatment" includes the obligation of the Contracting Party not to deny justice in criminal, civil or administrative adjudicatory proceedings in accordance with the principle of due process of law; and

(b) "full protection and security" requires each Contracting Party to provide the level of police protection required under customary international law.