

6. (a) Nothing in this Agreement shall be construed to require a Contracting Party to furnish or allow access to information the disclosure of which would impede law enforcement or would be contrary to the Contracting Party's law protecting Cabinet confidences, personal privacy or the confidentiality of the financial affairs and accounts of individual customers of financial institutions.
- (b) Nothing in this Agreement shall be construed to require, during the course of any dispute settlement procedure under this Agreement, a Contracting Party to furnish or allow access to information protected under its competition laws, or a competition authority of a Contracting Party to furnish or allow access to any other information that is privileged or otherwise protected from disclosure.
- (c) In subparagraph (b),
- “competition authority” means the following until otherwise notified by a Contracting Party:
- (i) for Canada, the Commissioner of Competition; and
 - (ii) for China, the authority for enforcement of anti-monopoly law under the State Council.

The Contracting Parties shall notify each other promptly by diplomatic note of the successors to the competition authorities identified in sub-paragraphs (i) and (ii).

“information protected under its competition laws” means:

- (i) for Canada, information within the scope of section 29 of the *Competition Act*, R.S. 1985, c.34, or any successor provision; and
- (ii) for China, information protected from disclosure under the relevant provisions of the *Anti-Monopoly Law*, the *Pricing Law* and the *Law Against Unfair Competition*, or any successor provisions.

7. Any measure adopted by a Contracting Party in conformity with a decision adopted by the World Trade Organization pursuant to Article IX:3 of the WTO Agreement shall be deemed to be also in conformity with this Agreement. An investor purporting to act pursuant to Article 20 of this Agreement may not claim that such a conforming measure is in breach of this Agreement.