

2. The Contracting Parties shall, within a two year period after the entry into force of this Agreement, exchange letters listing, to the extent possible, any existing measures that it may rely on to limit national treatment obligations in accordance with paragraph (1)(b) hereof.
3. Notwithstanding any other provision of this Agreement, the Contracting Parties agree that in respect of services, nothing in this Agreement shall oblige a Contracting Party to accord to investors, prospective investors, or to investments of investors of the other Contracting Party any treatment or right under subparagraph (b) of Article III, subparagraphs (1)(b) or (2)(b) of Article IV, paragraphs (1) or (2) of Article V or Article VI more favourable than that which the Contracting Party is required to accord to such investor, prospective investor, or investment pursuant to the General Agreement on Trade in Services ("GATS"), as it may from time to time be amended or replaced.

III. General Exceptions and Exemptions:

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining or enforcing any measure otherwise consistent with this Agreement that it considers appropriate to ensure that investment activity in its territory is undertaken in a manner sensitive to environmental concerns.
2. Provided that such measures are not applied in an arbitrary or unjustifiable manner, or do not constitute a disguised restriction on international trade or investment, nothing in this Agreement shall be construed to prevent a Contracting Party from adopting or maintaining measures, including environmental measures:
 - (a) necessary to ensure compliance with laws and regulations that are not inconsistent with the provisions of this Agreement;
 - (b) necessary to protect human, animal or plant life or health; or
 - (c) relating to the conservation of living or non-living exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption.
3. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting or maintaining reasonable measures for prudential reasons, such as:
 - (a) the protection of investors, depositors, financial market participants, policy-holders, policy-claimants, or persons to whom a fiduciary duty is owed by a financial institution;
 - (b) the maintenance of the safety, soundness, integrity or financial responsibility of financial institutions; and
 - (c) ensuring the integrity and stability of a Contracting Party's financial system.