

ARTICLE 4

Use and Disclosure of Information

1. The Parties shall hold Information exchanged under this Agreement in strict confidence and, shall use it only for purposes identified in Article 2, paragraph 2. The Parties agree to protect exchanged Information, and limit its use and subsequent disclosure, in accordance with this Agreement.
2. The Parties shall not interpret this article to preclude the use or disclosure of Information if their respective domestic law requires that use or disclosure in an immigration proceeding.
3. The Parties shall not interpret this article to preclude the use or disclosure of Information if their respective domestic law requires that use or disclosure in a criminal prosecution, or if obligated by the relevant Party's domestic law, in response to a written request from a body with jurisdiction to compel the production of Information. In these circumstances, the Party requiring such use or disclosure shall notify the other Party in advance and provide details of that use or disclosure. In the exceptional case where advance notice is not practicable, the Party using or disclosing the Information shall notify the other Party as soon as possible.
4. A Party may disclose Information exchanged under this Agreement with the express consent, in writing, of the Party providing the Information, subject to any caveats, restrictions or conditions imposed by the Party providing the Information, to:
 - (a) a domestic court or in a domestic judicial proceeding, for the purposes identified in Article 2, paragraph 2; or