

ARTICLE XI**Investment in Financial Services**

1. 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.

2. Notwithstanding paragraphs 1, 2 and 4 of Article IX (Transfer of Funds) and without limiting the applicability of paragraph 3 of Article IX (Transfer of Funds), a Contracting Party may prevent or limit transfers by a financial institution to, or for the benefit of, an affiliate of or person related to such institution or provider, through the equitable, non-discriminatory and good faith application of measures relating to maintenance of the safety, soundness, integrity or financial responsibility of financial institutions.

3. (a) Where an investor submits a claim to arbitration under Article XIII (Settlement of Disputes between an Investor and the Host Contracting Party), and the disputing Contracting Party invokes paragraphs 1 or 2 above, the tribunal established pursuant to Article XIII (Settlement of Disputes between an Investor and the Host Contracting Party) shall, at the request of that Contracting Party, seek a report in writing from the Contracting Parties on the issue of whether and to what extent the said paragraphs are a valid defence to the claim of the investor. The tribunal may not proceed pending receipt of a report under this paragraph.