

CHAPTER 11

FINANCIAL SERVICES

Article 11.1: Definitions

For the purposes of this Chapter:

cross-border financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of the Party and that seeks to supply or supplies a financial service through the cross-border supply of such a service;

cross-border trade in financial services or cross-border supply of financial services means the supply of a financial service:

- (a) from the territory of a Party into the territory of another Party;
- (b) in the territory of a Party to a person of another Party; or
- (c) by a national of a Party in the territory of another Party,

but does not include the supply of a financial service in the territory of a Party by an investment in that territory;

financial institution means any financial intermediary or other enterprise that is authorised to do business and regulated or supervised as a financial institution under the law of the Party in whose territory it is located;

financial institution of another Party means a financial institution, including a branch, located in the territory of a Party that is controlled by persons of another Party;

financial service means any service of a financial nature. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance), as well as services incidental or auxiliary to a service of a financial nature. Financial services include the following activities:

Insurance and insurance-related services

- (a) direct insurance (including co-insurance):
 - (i) life;

第 11 章

金融服务

第 11.1 条 定义

就本章而言：

缔约方的跨境金融服务提供者指在一缔约方领土内从事金融服务提供业务且寻求或正在以跨境提供的方式提供金融服务的该缔约方的人；

跨境金融服务贸易或跨境提供金融服务指：

- (a) 自一缔约方领土向另一缔约方领土提供金融服务；
- (b) 在一缔约方领土内向另一缔约方的人提供金融服务；或
- (c) 一缔约方的国民在另一缔约方领土内提供金融服务，

但不包括通过在一缔约方领土内设立投资的方式在该领土内提供金融服务；

金融机构指根据其所在领土所属的缔约方的法律获准开展业务并按金融机构接受监管或监督的任何金融中介或其他企业；

另一缔约方的金融机构指位于一缔约方领土内且由另一缔约方的人控制的金融机构，包括分支机构；

金融服务指具有金融性质的任何服务。金融服务包括所有保险及保险相关服务，及所有银行及其他金融服务(保险除外)，以及具有金融性质的服务所附带或附属的服务。金融服务包括下列活动：

保险及其相关服务

- (a) 直接保险(包括共同保险):
 - (i) 寿险；

- (ii) non-life;
- (b) reinsurance and retrocession;
- (c) insurance intermediation, such as brokerage and agency; and
- (d) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services;

Banking and other financial services (excluding insurance)

- (e) acceptance of deposits and other repayable funds from the public;
- (f) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;
- (g) financial leasing;
- (h) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;
- (i) guarantees and commitments;
- (j) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:
 - (i) money market instruments (including cheques, bills, certificates of deposits);
 - (ii) foreign exchange;
 - (iii) derivative products, including futures and options;
 - (iv) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
 - (v) transferable securities; and
 - (vi) other negotiable instruments and financial assets, including bullion;
- (k) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

- (ii) 非寿险；
- (b) 再保险和转分保；
- (c) 保险中介，例如经纪和代理；以及
- (d) 保险附属服务，例如咨询、精算、风险评估和理赔服务；

银行和其他金融服务(保险除外)

- (e) 接受公众存款和其他应偿还资金；
- (f) 所有类型的贷款，包括消费信贷、抵押信贷、商业交易的代理和融资；
- (g) 金融租赁；
- (h) 所有支付和货币转移服务，包括信用卡、赊账卡、贷记卡、旅行支票和银行汇票；
- (i) 担保和承诺；
- (j) 交易市场、场外交易市场或其他市场自行交易或代客交易下列产品：
 - (i) 货币市场工具(包括支票、汇票、存单)；
 - (ii) 外汇；
 - (iii) 衍生品，包括但不限于期货和期权；
 - (iv) 汇率和利率工具，包括掉期和远期汇率和利率协议等产品；
 - (v) 可转让证券；以及
 - (vi) 其他可转让票据和金融资产，包括金银条块；
- (k) 参与各类证券的发行，包括承销和募集代理(公开或私下)，并提供与该发行相关的服务；

- (l) money broking;
- (m) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- (n) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
- (o) provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and
- (p) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (e) through (o), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of that Party;

investment means “investment” as defined in Article 9.1 (Definitions), except that, with respect to “loans” and “debt instruments” referred to in that Article:

- (a) a loan to or debt instrument issued by a financial institution is an investment only if it is treated as regulatory capital by the Party in whose territory the financial institution is located; and
- (b) a loan granted by or debt instrument owned by a financial institution, other than a loan to or debt instrument issued by a financial institution referred to in subparagraph (a), is not an investment;

for greater certainty, a loan granted by or debt instrument owned by a cross-border financial service supplier, other than a loan to or debt instrument issued by a financial institution, is an investment for the purposes of Chapter 9 (Investment), if such loan or debt instrument meets the criteria for investments set out in Article 9.1 (Definitions);

investor of a Party means a Party, or a person of a Party, that attempts to make¹, is making, or has made an investment in the territory of another Party;

¹ For greater certainty, the Parties understand that an investor “attempts to make” an investment when that investor has taken concrete action or actions to make an investment, such as channelling resources or capital in order to set up a business, or applying for permits or licenses.

- (l) 货币经纪；
- (m) 资产管理，例如现金或投资组合管理、各种形式的集合投资管理、养老基金管理、托管、存款和信托服务；
- (n) 金融资产的结算和清算服务，包括证券、衍生品和其他可转让票据；
- (o) 提供和转移其他金融服务提供者提供的金融信息、金融数据处理和相关软件；以及
- (p) 就(e)项至(o)项中所列的所有活动提供咨询、中介和其他附属金融服务，包括征信与分析、投资和投资组合的研究和咨询、收购咨询、公司重组和战略咨询；

缔约方的金融服务提供者指在一缔约方领土内从事金融服务提供的该缔约方的人；

投资指按第 9.1 条(定义)中所定义的“投资”，但是对于该条中所指的“贷款”和“债务工具”：

- (a) 对金融机构的贷款或金融机构发行的债务工具仅在该金融机构所在领土所属的缔约方将其视为监管资本时方可属于投资；及
- (b) 金融机构发放的贷款或拥有的债务工具不属于投资，但(a)项中所指的对金融机构的贷款或其发行的债务工具除外；

为进一步明确，跨境金融服务提供者发放的贷款或其拥有的债务工具，除对金融机构的贷款或其发行的债务工具外，如此种贷款或债务工具符合第 9.1 条(定义)中所列投资标准，则就第 9 章(投资)而言属于投资；

缔约方的投资者指试图¹、正在或已经在另一缔约方领土内进行投资的一缔约方或一缔约方的人；

¹ 为进一步明确，缔约方理解，如投资者已采取一项或多项进行投资的具体行动，例如为设立一商业而引入资源或资金，或申请许可或执照，则该投资者应被视为“试图”投资。

new financial service means a financial service not supplied in the Party's territory that is supplied within the territory of another Party, and includes any new form of delivery of a financial service or the sale of a financial product that is not sold in the Party's territory;

person of a Party means "person of a Party" as defined in Article 1.3 (General Definitions) and, for greater certainty, does not include a branch of an enterprise of a non-Party;

public entity means a central bank or monetary authority of a Party, or any financial institution that is owned or controlled by a Party; and

self-regulatory organisation means any non-governmental body, including any securities or futures exchange or market, clearing agency, or other organisation or association, that exercises regulatory or supervisory authority over financial service suppliers or financial institutions by statute or delegation from central or regional government.

Article 11.2: Scope

1. This Chapter shall apply to measures adopted or maintained by a Party relating to:

- (a) financial institutions of another Party;
- (b) investors of another Party, and investments of those investors, in financial institutions in the Party's territory; and
- (c) cross-border trade in financial services.

2. Chapter 9 (Investment) and Chapter 10 (Cross-Border Trade in Services) shall apply to measures described in paragraph 1 only to the extent that those Chapters or Articles of those Chapters are incorporated into this Chapter.

- (a) Article 9.6 (Minimum Standard of Treatment), Article 9.7 (Treatment in the Case of Armed Conflict or Civil Strife), Article 9.8 (Expropriation and Compensation), Article 9.9 (Transfers), Article 9.14 (Special Formalities and Information Requirements), Article 9.15 (Denial of Benefits), Article 9.16 (Investment and Environmental, Health and other Regulatory Objectives) and Article 10.10 (Denial of Benefits) are hereby incorporated into and made a part of this Chapter.

新金融服务指尚未在该缔约方领土内提供而已在另一缔约方领土内提供的金融服务，且包括一金融服务的任何新交付方式或销售该缔约方领土内尚未销售的一金融产品；

缔约方的人指按第 1.3 条(一般定义)中所定义的“缔约方的人”，且为进一步明确，不包括一非缔约方的一企业的分支机构；

公共实体指一缔约方的中央银行或货币管理机构，或一缔约方拥有或控制的任何金融机构；以及

自律组织指任何非政府机构，包括根据立法或经中央或地区政府授权，对金融服务提供者或金融机构行使监管权或监督权的任何证券或期货交易所或市场、清算机构或其他组织或协会。

第 11.2 条 范围

1. 本章应适用于一缔约方采取或维持的与下列内容相关的措施：

- (a) 另一缔约方的金融机构；
- (b) 另一缔约方的投资者，及这些投资者对该缔约方领土内金融机构的投资；以及
- (c) 跨境金融服务贸易。

2. 仅当第 9 章(投资)和第 10 章(跨境服务贸易)或以上两章的条款纳入本章时，以上两章方可适用于第 1 款中所述措施。

- (a) 第 9.6 条(最低标准待遇)、第 9.7 条(武装冲突或内乱情况下的待遇)、第 9.8 条(征收和补偿)、第 9.9 条(转移)、第 9.14 条(特殊手续和信息要求)、第 9.15 条(拒绝给予利益)、第 9.16 条(投资与环境、健康和其他监管目标)和第 10.10 条(拒绝给予利益)特此纳入本章并成为本章一部分。

- (b) Section B of Chapter 9 (Investment) is hereby incorporated into and made a part of this Chapter² solely for claims that a Party has breached Article 9.6 (Minimum Standard of Treatment)³, Article 9.7 (Treatment in the Case of Armed Conflict or Civil Strife), Article 9.8 (Expropriation and Compensation), Article 9.9 (Transfers), Article 9.14 (Special Formalities and Information Requirements) and Article 9.15 (Denial of Benefits) incorporated into this Chapter under subparagraph (a).⁴
- (c) Article 10.12 (Payments and Transfers) is incorporated into and made a part of this Chapter to the extent that cross-border trade in financial services is subject to obligations pursuant to Article 11.6 (Cross-Border Trade).

3. This Chapter shall not apply to measures adopted or maintained by a Party relating to:

- (a) activities or services forming part of a public retirement plan or statutory system of social security; or
- (b) activities or services conducted for the account or with the guarantee or using the financial resources of the Party, including its public entities,

except that this Chapter shall apply to the extent that a Party allows any of the activities or services referred to in subparagraph (a) or (b) to be conducted by its financial institutions in competition with a public entity or a financial institution.

4. This Chapter shall not apply to government procurement of financial services.

² For greater certainty, Section B of Chapter 9 (Investment) shall not apply to cross-border trade in financial services.

³ With respect to Brunei Darussalam, Chile, Mexico and Peru, Annex 11-E applies.

⁴ For greater certainty, if an investor of a Party submits a claim to arbitration under Section B of Chapter 9 (Investment): (1) as referenced in Article 9.23.7 (Conduct of the Arbitration), the investor has the burden of proving all elements of its claims, consistent with general principles of international law applicable to international investment arbitration; (2) pursuant to Article 9.23.4, a tribunal shall address and decide as a preliminary question any objection by the respondent that, as a matter of law, a claim submitted is not a claim for which an award in favour of the claimant may be made under Article 9.29 (Awards); and (3) pursuant to Article 9.23.6, the tribunal may, if warranted, award to the prevailing disputing party reasonable costs and attorney's fees incurred in submitting or opposing the objection and, in determining whether such an award is warranted, the tribunal shall consider whether either the claimant's claim or the respondent's objection was frivolous and shall provide the disputing parties a reasonable opportunity to comment.

- (b) 第 9 章(投资)B 节特此纳入本章并成为本章一部分²，但仅就一缔约方违反根据(a)项纳入本章的第 9.6 条(最低标准待遇)³、第 9.7 条(武装冲突或内乱情况下的待遇)、第 9.8 条(征收和补偿)、第 9.9 条(转移)、第 9.14 条(特殊手续和信息要求)和第 9.15 条(拒绝给予利益)的请求而言。⁴
- (c) 第 10.12 条(支付和转移)纳入本章并成为本章一部分，只要跨境金融服务贸易遵守第 11.6 条(跨境贸易)规定的义务。

3. 本章不得适用于一缔约方采取或维持的与下列内容相关的措施：

- (a) 构成公共退休计划或法定社会保障制度一部分的活动或服务；或
- (b) 代表该缔约方或由该缔约方担保或使用该缔约方的财政资源开展的活动或服务，包括其公共实体，

但是本章仅适用于一缔约方允许其金融机构从事(a)项或(b)项中所指任何活动或服务或与公共实体或金融机构竞争的情况。

4. 本章不得适用于金融服务的政府采购。

² 为进一步明确，第 9 章(投资)B 节不得适用于跨境金融服务贸易。

³ 对于文莱达鲁萨兰国、智利、墨西哥和秘鲁，附件 11-E 适用。

⁴ 为进一步明确，如一缔约方的投资者根据第 9 章(投资)B 节提交仲裁请求：(1)按第 9.23.7 条(仲裁的进行)中所指，在与适用于国际仲裁的国际法的一般法律原则相一致的情况下，该投资者应承担证明其请求的所有要素的责任；(2)根据第 9.23.4 条，仲裁庭应作为先决问题处理被申请人提出的如下异议并作出裁决：即作为一项法律事项，所提交的一请求并非一项可根据第 9.29 条(裁决)作出有利于申请人裁决的请求；以及(3)根据第 9.23.6 条，如确有必要，则仲裁庭可裁决胜诉方承担在提交异议或异议过程中产生的合理费用和律师费。在确定此种裁决是否必要时，仲裁庭应考虑申请人的请求或被申请人的异议是否属琐屑无聊，并应为争端双方提供合理评论机会。

5. This Chapter shall not apply to subsidies or grants with respect to the cross-border supply of financial services, including government-supported loans, guarantees and insurance.

Article 11.3: National Treatment⁵

1. Each Party shall accord to investors of another Party treatment no less favourable than that it accords to its own investors, in like circumstances, with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of financial institutions and investments in financial institutions in its territory.

2. Each Party shall accord to financial institutions of another Party, and to investments of investors of another Party in financial institutions, treatment no less favourable than that it accords to its own financial institutions, and to investments of its own investors in financial institutions, in like circumstances, with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of financial institutions and investments.

3. For greater certainty, the treatment to be accorded by a Party under paragraphs 1 and 2 means, with respect to a regional level of government, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that regional level of government to investors, financial institutions and investments of investors in financial institutions, of the Party of which it forms a part.

4. For the purposes of the national treatment obligations in Article 11.6.1 (Cross-Border Trade), a Party shall accord to cross-border financial service suppliers of another Party treatment no less favourable than that it accords to its own financial service suppliers, in like circumstances, with respect to the supply of the relevant service.

Article 11.4: Most-Favoured-Nation Treatment

1. Each Party shall accord to:

- (a) investors of another Party, treatment no less favourable than that it accords to investors of any other Party or of a non-Party, in like circumstances;

⁵ For greater certainty, whether treatment is accorded in “like circumstances” under Article 11.3 (National Treatment) or Article 11.4 (Most-Favoured-Nation Treatment) depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors, investments, financial institutions or financial service suppliers on the basis of legitimate public welfare objectives.

5. 本章不得适用于有关跨境提供金融服务的补贴或赠款，包括政府支持贷款、担保和保险。

第 11.3 条 国民待遇⁵

1. 每一缔约方在设立、获得、扩大、管理、经营、运营、出售或其他处置在其领土内的金融机构及对金融机构的投资方面，给予另一缔约方投资者的待遇不得低于其在相似情况下给予本国投资者的待遇。

2. 每一缔约方在设立、获得、扩大、管理、经营、运营、出售或其他处置金融机构和投资方面，给予另一缔约方的金融机构及另一缔约方投资者对金融机构的投资的待遇，不得低于其在相似情况下给予本国金融机构和本国投资者对金融机构的投资的待遇。

3. 为进一步明确，一缔约方根据第 1 款和第 2 款给予的待遇，对于一地区一级政府而言，指不低于该地区政府在相似情况下给予其作为一部分的该缔约方的投资者、金融机构和投资者对金融机构的投资的最优惠待遇。

4. 就第 11.6.1 条(跨境贸易)中的国民待遇义务而言，对于相关服务提供，一缔约方给予另一缔约方的跨境金融服务提供者的待遇不得低于其在相似情况下给予本国金融服务提供者的待遇。

第 11.4 条 最惠国待遇

1. 每一缔约方：

- (a) 给予另一缔约方投资者的待遇不得低于其在相似情况下给予任何其他缔约方或非缔约方投资者的待遇；

⁵ 为进一步明确，待遇是否根据第 11.3 条(国民待遇)或第 11.4 条(最惠国待遇)在“相同情况”下给予取决于整体情况，包括相关待遇是否根据合法公共福利目标对投资者、投资、金融机构或金融服务提供者加以区分。

- (b) financial institutions of another Party, treatment no less favourable than that it accords to financial institutions of any other Party or of a non-Party, in like circumstances;
- (c) investments of investors of another Party in financial institutions, treatment no less favourable than that it accords to investments of investors of any other Party or of a non-Party in financial institutions, in like circumstances; and
- (d) cross-border financial service suppliers of another Party, treatment no less favourable than that it accords to cross-border financial service suppliers of any other Party or of a non-Party, in like circumstances.

2. For greater certainty, the treatment referred to in paragraph 1 does not encompass international dispute resolution procedures or mechanisms such as those included in Article 11.2.2(b) (Scope).

Article 11.5: Market Access for Financial Institutions

No Party shall adopt or maintain with respect to financial institutions of another Party or investors of another Party seeking to establish those institutions, either on the basis of a regional subdivision or on the basis of its entire territory, measures that:

- (a) impose limitations on:
 - (i) the number of financial institutions whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirement of an economic needs test;
 - (ii) the total value of financial service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
 - (iii) the total number of financial service operations or the total quantity of financial services output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;⁶ or
 - (iv) the total number of natural persons that may be employed in a particular financial service sector or that a financial

⁶ Subparagraph (a)(iii) does not cover measures of a Party which limit inputs for the supply of financial services.

- (b) 给予另一缔约方的金融机构的待遇不得低于其在相似情况下给予任何其他缔约方或非缔约方的金融机构的待遇；
- (c) 给予另一缔约方投资者对金融机构的投资的待遇不得低于其在相似情况下给予任何其他缔约方或非缔约方投资者对金融机构的投资的待遇；以及
- (d) 给予另一缔约方的跨境金融服务提供者的待遇不得低于其在相似情况下给予任何其他缔约方或非缔约方的跨境金融服务提供者的待遇。

2. 为进一步明确，第 1 款中所指的待遇不包含国际争端解决程序或机制，例如第 11.2.2 条(b)项(范围)所包括的程序或机制。

第 11.5 条 金融机构的市场准入

任何缔约方不得对另一缔约方的金融机构或寻求设立这些机构的投资者在其一地区或在其全部领土内采取或维持下列措施：

- (a) 对下列各项施加限制：
 - (i) 无论以数量配额、垄断、专营服务提供者的形式，还是以经济需求测试要求的形式，限制金融机构的数量；
 - (ii) 以数量配额或经济需求测试要求的形式，限制金融服务交易或资产总值；
 - (iii) 以配额或经济需求测试要求的形式，限制金融服务业业务总数或以指定数量单位表示的金融服务产出总量；⁶或
 - (iv) 以数量配额或经济需求测试要求的形式，限

⁶ (a)项(iii)目不涵盖一缔约方限制用于提供金融服务投入物的措施。

institution may employ and who are necessary for, and directly related to, the supply of a specific financial service in the form of numerical quotas or the requirement of an economic needs test; or

- (b) restrict or require specific types of legal entity or joint venture through which a financial institution may supply a service.

Article 11.6: Cross-Border Trade

1. Each Party shall permit, under terms and conditions that accord national treatment, cross-border financial service suppliers of another Party to supply the financial services specified in Annex 11-A (Cross-Border Trade).

2. Each Party shall permit persons located in its territory, and its nationals wherever located, to purchase financial services from cross-border financial service suppliers of another Party located in the territory of a Party other than the permitting Party. This obligation does not require a Party to permit those suppliers to do business or solicit in its territory. A Party may define “doing business” and “solicitation” for the purposes of this obligation provided that those definitions are not inconsistent with paragraph 1.

3. Without prejudice to other means of prudential regulation of cross-border trade in financial services, a Party may require the registration or authorisation of cross-border financial service suppliers of another Party and of financial instruments.

Article 11.7: New Financial Services⁷

Each Party shall permit a financial institution of another Party to supply a new financial service that the Party would permit its own financial institutions, in like circumstances, to supply without adopting a law or modifying an existing law.⁸ Notwithstanding Article 11.5(b) (Market Access for Financial Institutions), a Party may determine the institutional and juridical form through which the new financial service may be supplied and may require authorisation for the supply of the service. If a Party requires a financial institution to obtain authorisation to supply a new financial service, the Party shall decide within a reasonable period

⁷ The Parties understand that nothing in this Article prevents a financial institution of a Party from applying to another Party to request that it authorise the supply of a financial service that is not supplied in the territory of any Party. That application shall be subject to the law of the Party to which the application is made and, for greater certainty, shall not be subject to this Article.

⁸ For greater certainty, a Party may issue a new regulation or other subordinate measure in permitting the supply of the new financial service.

制特定金融服务部门或金融机构可雇佣的、提供具体金融服务所必需且直接相关的自然人总数；或

- (b) 限制或要求金融机构通过特定类型法律实体或合营企业提供服务。

第 11.6 条 跨境贸易

1. 每一缔约方根据给予国民待遇的条款和条件，应允许另一缔约方的跨境金融服务提供者提供附件 11-A(跨境贸易)中所规定的金融服务。

2. 每一缔约方应允许位于其领土内的人及无论位于何处的其国民自位于给予允许的缔约方之外的一缔约方领土内的另一缔约方的跨境金融服务提供者购买金融服务。这一义务不要求一缔约方允许这些提供者在其领土内从事经营或招揽业务。一缔约方可为这一义务对“从事经营”和“招揽业务”进行定义，只要该定义与第 1 款规定不相抵触。

3. 在不影响跨境金融服务贸易其他审慎监管方法的前提下，一缔约方可要求另一缔约方的跨境金融服务提供者或金融工具进行注册或获得授权。

第 11.7 条 新金融服务⁷

每一缔约方应允许另一缔约方的金融机构提供该缔约方会允许其本国金融机构在相似情况下提供的一新金融服务，而无需采用新法律或修改现行法律。⁸尽管有第 11.5 条(b)项(金融机构的市场准入)，但是一缔约方可确定提供新金融服务可使用的组织和法律形式，并可要求提供该服务需获得授权。如一缔约方要求金

⁷ 缔约方理解，本条中任何内容不阻止一缔约方的金融机构向另一缔约方提出申请，请求批准提供未在任何缔约方领土内提供的一金融服务。该申请应遵守收到申请的缔约方的法律，且为进一步明确，该申请无需遵守本条。

⁸ 为进一步明确，一缔约方可颁布一新法规或其他附属措施以允许提供新金融服务。

of time whether to issue the authorisation and may refuse the authorisation only for prudential reasons.

Article 11.8: Treatment of Certain Information

Nothing in this Chapter shall require a Party to furnish or allow access to:

- (a) information related to the financial affairs and accounts of individual customers of financial institutions or cross-border financial service suppliers; or
- (b) any confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or prejudice legitimate commercial interests of particular enterprises.

Article 11.9: Senior Management and Boards of Directors

1. No Party shall require financial institutions of another Party to engage natural persons of any particular nationality as senior managerial or other essential personnel.

2. No Party shall require that more than a minority of the board of directors of a financial institution of another Party be composed of nationals of the Party, persons residing in the territory of the Party, or a combination thereof.

Article 11.10: Non-Conforming Measures

1. Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment), Article 11.5 (Market Access for Financial Institutions), Article 11.6 (Cross-Border Trade) and Article 11.9 (Senior Management and Boards of Directors) shall not apply to:

- (a) any existing non-conforming measure that is maintained by a Party at:
 - (i) the central level of government, as set out by that Party in Section A of its Schedule to Annex III;
 - (ii) a regional level of government, as set out by that Party in Section A of its Schedule to Annex III; or
 - (iii) a local level of government;

融机构获得授权方可提供一新金融服务，则该缔约方应在一合理期限内决定是否给予授权且仅可因审慎理由方可拒绝授权。

第 11.8 条 特定信息的处理

本章中任何内容不得要求一缔约方提供或允许获得：

- (a) 与金融机构或跨境金融服务提供者的个人客户的财务和账户相关的信息；或
- (b) 如披露则会妨碍执法或违背公共利益或损害特定企业合法商业利益的任何机密信息。

第 11.9 条 高级管理人员和董事会

1. 任何缔约方不得要求另一缔约方的金融机构任用任何特定国籍的自然人作为高级管理人员或其他重要人员。
2. 任何缔约方不得要求另一缔约方的金融机构董事会中超过少数成员由该缔约方国民、居住在该缔约方领土内的人或以上两类人的组合组成。

第 11.10 条 不符措施

1. 第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)、第 11.5 条(金融机构的市场准入)、第 11.6 条(跨境贸易)和第 11.9 条(高级管理人员和董事会)不得适用于：
 - (a) 一缔约方在下列政府层级维持的任何现行不符措施：
 - (i) 中央一级政府，如该缔约方在其附件 3 不符措施清单 A 节中所列；
 - (ii) 地区一级政府，如该缔约方在其附件 3 不符措施清单 A 节中所列；或
 - (iii) 地方一级政府；

- (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or
- (c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure as it existed:⁹
 - (i) immediately before the amendment, with Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment), Article 11.5 (Market Access for Financial Institutions) or Article 11.9 (Senior Management and Boards of Directors); or
 - (ii) on the date of entry into force of the Agreement for the Party applying the non-conforming measure, with Article 11.6 (Cross-Border Trade).

2. Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment), Article 11.5 (Market Access for Financial Institutions), Article 11.6 (Cross-Border Trade) and Article 11.9 (Senior Management and Boards of Directors) shall not apply to any measure that a Party adopts or maintains with respect to sectors, subsectors or activities, as set out by that Party in Section B of its Schedule to Annex III.

3. A non-conforming measure, set out in a Party's Schedule to Annex I or II as not subject to Article 9.4 (National Treatment), Article 9.5 (Most-Favoured-Nation Treatment), Article 9.11 (Senior Management and Boards of Directors), Article 10.3 (National Treatment) or Article 10.4 (Most-Favoured-Nation Treatment), shall be treated as a non-conforming measure not subject to Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment) or Article 11.9 (Senior Management and Boards of Directors), as the case may be, to the extent that the measure, sector, subsector or activity set out in the entry is covered by this Chapter.

- 4. (a) Article 11.3 (National Treatment) shall not apply to any measure that falls within an exception to, or derogation from, the obligations which are imposed by:
 - (i) Article 18.8 (National Treatment); or
 - (ii) Article 3 of the TRIPS Agreement, if the exception or derogation relates to matters not addressed by Chapter 18 (Intellectual Property).

⁹ With respect to Viet Nam, Annex 11-C (Non-Conforming Measures Ratchet Mechanism) applies.

- (b) (a)项中所指的任何不符措施的延续或迅速更新；或
- (c) 对(a)项中所指的任何不符措施的修正，只要该修正未致降低该措施与下列条款的相符程度：⁹
 - (i) 对于第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)、第 11.5 条(金融机构的市场准入)或第 11.9 条(高级管理人员和董事会)，与紧接修正前的情况相比；或
 - (ii) 对于第 11.6 条(跨境贸易)，与在本协定对采取不符措施的缔约方生效之日的情况相比。

2. 第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)、第 11.5 条(金融机构的市场准入)、第 11.6 条(跨境贸易)和第 11.9 条(高级管理人员和董事会)不得适用于一缔约方对于在其附件 3 不符措施清单 B 节中所列部门、子部门或活动采取或维持的任何措施。

3. 一缔约方附件 1 或附件 2 不符措施清单中所列无需遵守第 9.4 条(国民待遇)、第 9.5 条(最惠国待遇)、第 9.11 条(高级管理人员和董事会)、第 10.3 条(国民待遇)或第 10.4 条(最惠国待遇)的一不符措施应被视为无需遵守第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)或第 11.9 条(高级管理人员和董事会) (视具体情况而定)的不符措施，只要该条目中所列措施、部门、子部门或活动为本章所涵盖。

- 4. (a) 第 11.3 条(国民待遇)不得适用于属对下列条款所施加义务的例外或减损范围的任何措施：
 - (i) 第 18.8 条(国民待遇)；或
 - (ii) 《TRIPS 协定》第 3 条，如例外或减损与第 18 章(知识产权)未处理的事项相关。

⁹ 对于越南，适用附件 11-C(不符措施棘轮机制)。

- (b) Article 11.4 (Most-Favoured-Nation Treatment) shall not apply to any measure that falls within Article 5 of the TRIPS Agreement, or an exception to, or derogation from, the obligations which are imposed by:
 - (i) Article 18.8 (National Treatment); or
 - (ii) Article 4 of the TRIPS Agreement.

Article 11.11: Exceptions

1. Notwithstanding any other provisions of this Chapter and Agreement except for Chapter 2 (National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Textiles and Apparel), Chapter 5 (Customs Administration and Trade Facilitation), Chapter 6 (Trade Remedies), Chapter 7 (Sanitary and Phytosanitary Measures) and Chapter 8 (Technical Barriers to Trade), a Party shall not be prevented from adopting or maintaining measures for prudential reasons,^{10, 11} including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or cross-border financial service supplier, or to ensure the integrity and stability of the financial system. If these measures do not conform with the provisions of this Agreement to which this exception applies, they shall not be used as a means of avoiding the Party's commitments or obligations under those provisions.

2. Nothing in this Chapter, Chapter 9 (Investment), Chapter 10 (Cross-Border Trade in Services), Chapter 13 (Telecommunications) including specifically Article 13.24 (Relation to Other Chapters), or Chapter 14 (Electronic Commerce), shall apply to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies. This paragraph shall not affect a Party's obligations under Article 9.10 (Performance Requirements) with respect to measures covered by Chapter 9 (Investment), under Article 9.9 (Transfers) or Article 10.12 (Payments and Transfers).

¹⁰ The Parties understand that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial institutions or cross-border financial service suppliers as well as the safety, and financial and operational integrity of payment and clearing systems.

¹¹ For greater certainty, if a measure challenged under Section B of Chapter 9 (Investment) is determined to have been adopted or maintained by a Party for prudential reasons in accordance with procedures in Article 11.22 (Investment Disputes in Financial Services), a tribunal shall find that the measure is not inconsistent with the Party's obligations in the Agreement and accordingly shall not award any damages with respect to that measure.

- (b) 第 11.4 条(最惠国待遇)不得适用于属《TRIPS 协定》第 5 条范围内的任何措施, 或对下列条款所施加义务的例外或减损:
- (i) 第 18.8 条(国民待遇); 或
 - (ii) 《TRIPS 协定》第 4 条。

第 11.11 条 例外

1. 尽管有本章及本协定除第 2 章(货物的国民待遇和市场准入)、第 3 章(原产地规则和原产地程序)、第 4 章(纺织品和服装)、第 5 章(海关管理和贸易便利化)、第 6 章(贸易救济)、第 7 章(卫生与植物卫生措施)和第 8 章(技术性贸易壁垒)外的任何其他规定, 但是不得阻止一缔约方因审慎理由而采取或维持措施,^{10,11} 包括为保护投资者、存款人、投保人或保护金融机构或跨境金融服务提供者对其负有信托责任的人而采取的措施, 或为保证金融系统的完整和稳定而采取的措施。如这些措施不符合这一例外所适用的本协定条款, 则不得将其用作避免该缔约方在这些条款下承诺或义务的手段。

2. 本章、第 9 章(投资)、第 10 章(跨境服务贸易)、第 13 章(电信服务), 特别包括第 13.24 条(与其他章的关系), 或第 14 章(电子商务)中的任何规定不得适用于任何公共实体为推行货币和相关信贷政策或汇率政策而采取的普遍适用的非歧视措施。本款不得影响一缔约方在第 9.10 条(业绩要求)下有关第 9 章(投资)所涵盖措施的义务及第 9.9 条(转移)下或第 10.12 条(支付和转移)下的义务。

¹⁰ 缔约方理解, “审慎理由”一词包括维护单个金融机构或跨境金融服务提供者的安全、健全、完整或金融责任以及支付和清算系统的安全、金融完整性和运营完整性。

¹¹ 为进一步明确, 如一措施根据第 9 章(投资)B 节而受到质疑且经确定系一缔约方依照第 11.22 条(金融服务投资争端)因审慎理由而采取或维持, 则仲裁庭应裁决该措施与该缔约方在本协定中的义务不相抵触且因此不得裁定与该措施有关的任何损害赔偿。

3. Notwithstanding Article 9.9 (Transfers) and Article 10.12 (Payments and Transfers), as incorporated into this Chapter, a Party may prevent or limit transfers by a financial institution or cross-border financial service supplier to, or for the benefit of, an affiliate of or person related to such institution or supplier, 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 or cross-border financial service suppliers. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers.

4. For greater certainty, nothing in this Chapter shall be construed to prevent a Party from adopting or enforcing measures necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter, including those relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts, subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between Parties or between Parties and non-Parties where like conditions prevail, or a disguised restriction on investment in financial institutions or cross-border trade in financial services as covered by this Chapter.

Article 11.12: Recognition

1. A Party may recognise prudential measures of another Party or a non-Party in the application of measures covered by this Chapter.¹² That recognition may be:

- (a) accorded autonomously;
- (b) achieved through harmonisation or other means; or
- (c) based upon an agreement or arrangement with another Party or a non-Party.

2. A Party that accords recognition of prudential measures under paragraph 1 shall provide adequate opportunity to another Party to demonstrate that circumstances exist in which there are or would be equivalent regulation, oversight, implementation of regulation and, if appropriate, procedures concerning the sharing of information between the relevant Parties.

3. If a Party accords recognition of prudential measures under paragraph 1(c) and the circumstances set out in paragraph 2 exist, that Party shall provide

¹² For greater certainty, nothing in Article 11.4 (Most-Favoured-Nation Treatment) shall be construed to require a Party to accord recognition to prudential measures of any other Party.

3. 尽管有纳入本章的第 9.9 条(转移)和第 10.12 条(支付和转移), 但是一缔约方可通过公平、非歧视和善意实施与维护金融机构或跨境金融服务提供者的安全、健全、完整性或金融责任相关的措施, 阻止或限制一金融机构或跨境金融服务提供者向与该机构或提供者相关的附属机构或人进行转移, 或为此类附属机构或人的利益而进行转移。本款不损害允许一缔约方限制转移的本协定任何其他条款。

4. 为进一步明确, 本章中任何内容不得解释为阻止一缔约方采取或执行保障与本章不相抵触的法律或法规得到遵守所必要的措施, 包括与防止欺骗和欺诈行为或处理涉及金融服务合同违约影响相关的措施, 但需遵守如下条件: 即此类措施不得以在条件相似的缔约方之间或在缔约方与非缔约方之间构成任意或不合理歧视的方式实施, 或构成对本章所涵盖金融机构中的投资或跨境金融服务贸易的变相限制的方式实施。

第 11.12 条 承认

1. 一缔约方可在实施本章所涵盖措施时承认另一缔约方或非缔约方的审慎措施。¹²该承认可:

- (a) 自主给予;
- (b) 通过协调或其他方式实现; 或
- (c) 根据与另一缔约方或非缔约方的协议或安排。

2. 根据第 1 款对审慎措施给予承认的一缔约方应向另一缔约方提供充分机会以证明存在的情况是已有或将有等效法规、监督和法规执行, 且如适当, 相关缔约方之间共享信息的程序。

3. 如一缔约方根据第 1 款(c)项对审慎措施给予承认且存在第 2 款中所列情况, 则该缔约方应向另一缔约方提供谈判加入该协

¹² 为进一步明确, 第 11.4 条(最惠国待遇)中任何内容不得解释为要求一缔约方对任何其他缔约方的审慎措施给予承认。

adequate opportunity to another Party to negotiate accession to the agreement or arrangement, or to negotiate a comparable agreement or arrangement.

Article 11.13: Transparency and Administration of Certain Measures

1. The Parties recognise that transparent regulations and policies governing the activities of financial institutions and cross-border financial service suppliers are important in facilitating their ability to gain access to and operate in each other's markets. Each Party commits to promote regulatory transparency in financial services.

2. Each Party shall ensure that all measures of general application to which this Chapter applies are administered in a reasonable, objective and impartial manner.

3. Paragraphs 2, 3 and 4 of Article 26.2 (Publication), shall not apply to regulations of general application relating to the subject matter of this Chapter. Each Party shall, to the extent practicable:

- (a) publish in advance any such regulation that it proposes to adopt and the purpose of the regulation; and
- (b) provide interested persons and other Parties with a reasonable opportunity to comment on that proposed regulation.

4. At the time that it adopts a final regulation, a Party should, to the extent practicable, address in writing the substantive comments received from interested persons with respect to the proposed regulation.¹³

5. To the extent practicable, each Party should allow a reasonable period of time between publication of a final regulation of general application and the date when it enters into effect.

6. Each Party shall ensure that the rules of general application adopted or maintained by a self-regulatory organisation of the Party are promptly published or otherwise made available in a manner that enables interested persons to become acquainted with them.

7. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons regarding measures of general application covered by this Chapter.

¹³ For greater certainty, a Party may address those comments collectively on an official government website.

议或安排或谈判类似协议或安排的充分机会。

第 11.13 条 特定措施的透明度和管理

1. 缔约方认识到管辖金融机构和跨境金融服务提供者活动的透明法规和政策在促进其获得彼此市场的准入并在彼此市场中开展经营的能力非常重要。每一缔约方承诺提高金融服务领域的监管透明度。
2. 每一缔约方应保证本章所适用的所有普遍适用的措施以合理、客观和公平的方式进行管理。
3. 第 26.2.2 条、第 26.2.3 条和第 26.2.4 条(公布)不得适用于与本章规范事项相关的普遍适用的法规。每一缔约方应在可行的限度内：
 - (a) 提前公布其拟采用的任何法规及该法规的目的；及
 - (b) 给予利害关系人和其他缔约方对拟议法规进行评论的合理机会。
4. 一缔约方在采用最终法规时，应在可行的限度内，以书面形式回应其自利害关系人收到的对拟议法规作出的实质性评论。¹³
5. 在可行的限度内，每一缔约方应在普遍适用的最终法规的公布日期与生效日期之间留出一合理期限。
6. 每一缔约方应保证其自律组织所采用或维持的普遍适用的规则迅速公布，或以使利害关系人知晓的其他方式提供。
7. 每一缔约方应设立或建立适当机制，以答复利害关系人对本章所涵盖的普遍适用的措施的询问。

¹³ 为进一步明确，一缔约方可在一政府官方网站集中回应这些评论。

8. Each Party's regulatory authorities shall make publicly available the requirements, including any documentation required, for completing an application relating to the supply of financial services.

9. On request of an applicant, a Party's regulatory authority shall inform the applicant of the status of its application. If the authority requires additional information from the applicant, it shall notify the applicant without undue delay.

10. A Party's regulatory authority shall make an administrative decision on a complete application of an investor in a financial institution, a financial institution or a cross-border financial service supplier of another Party relating to the supply of a financial service, within 120 days and shall promptly notify the applicant of the decision. An application shall not be considered complete until all relevant hearings have been held and all necessary information has been received. If it is not practicable for a decision to be made within 120 days, the regulatory authority shall notify the applicant without undue delay and shall endeavour to make the decision within a reasonable period of time thereafter.

11. On request of an unsuccessful applicant, a regulatory authority that has denied an application shall, to the extent practicable, inform the applicant of the reasons for denial of the application.

Article 11.14: Self-Regulatory Organisations

If a Party requires a financial institution or a cross-border financial service supplier of another Party to be a member of, participate in, or have access to, a self-regulatory organisation in order to provide a financial service in or into its territory, it shall ensure that the self-regulatory organisation observes the obligations contained in Article 11.3 (National Treatment) and Article 11.4 (Most-Favoured-Nation Treatment).

Article 11.15: Payment and Clearing Systems

Under terms and conditions that accord national treatment, each Party shall grant financial institutions of another Party established in its territory access to payment and clearing systems operated by public entities, and to official funding and refinancing facilities available in the normal course of ordinary business. This Article is not intended to confer access to the Party's lender of last resort facilities.

Article 11.16: Expedited Availability of Insurance Services

The Parties recognise the importance of maintaining and developing regulatory procedures to expedite the offering of insurance services by licensed

8. 每一缔约方的监管机构应使填写与提供金融服务相关申请的要求可公开获得，包括所要求的任何文件。
9. 应一申请人请求，一缔约方的监管机构应告知该申请人其申请的状态。如该监管机构要求申请人提供额外信息，则应立即通知该申请人。
10. 一缔约方的监管机构应在 120 天内对另一缔约方的一金融机构的投资者、一金融机构或一跨境金融服务提供者提出的与提供金融服务相关的完整申请作出行政决定，并应将该决定迅速通知申请人。一申请不得视为完整申请直至所有相关听证会已举行且所有必要信息已收到。如在 120 天内作出决定不可行，则监管机构应立即通知申请人并应努力在此后一合理期限内作出决定。
11. 应未成功的申请人请求，已拒绝一申请的监管机构应在可行的限度内告知该申请人拒绝的理由。

第 11.14 条 自律组织

如一缔约方要求另一缔约方的金融机构或跨境金融服务提供者在其领土内提供或向其领土提供金融服务需成为一自律组织成员、或参加或接触一自律组织，则该缔约方应保证该自律组织遵守第 11.3 条(国民待遇)和第 11.4 条(最惠国待遇)中所含义务。

第 11.15 条 支付和清算系统

根据给予国民待遇的条款和条件，每一缔约方应允许在其领土内设立的另一缔约方的金融机构接入由公共实体运营的支付清算系统，并访问正常业务过程中可获得的官方融资和再融资安排。本条并非旨在授权其获得该缔约方最终贷款人安排。

第 11.16 条 快速提供保险服务

缔约方认识到设立和制定监管程序以加快持照保险服务提供者提供保险服务的重要性。这些程序可包括：允许推出产品，

suppliers. These procedures may include: allowing introduction of products unless those products are disapproved within a reasonable period of time; not requiring product approval or authorisation of insurance lines for insurance other than insurance sold to individuals or compulsory insurance; or not imposing limitations on the number or frequency of product introductions. If a Party maintains regulatory product approval procedures, that Party shall endeavour to maintain or improve those procedures.

Article 11.17: Performance of Back-Office Functions

1. The Parties recognise that the performance of the back-office functions of a financial institution in its territory by the head office or an affiliate of the financial institution, or by an unrelated service supplier, either inside or outside its territory, is important to the effective management and efficient operation of that financial institution. While a Party may require financial institutions to ensure compliance with any domestic requirements applicable to those functions, they recognise the importance of avoiding the imposition of arbitrary requirements on the performance of those functions.

2. For greater certainty, nothing in paragraph 1 prevents a Party from requiring a financial institution in its territory to retain certain functions.

Article 11.18: Specific Commitments

Annex 11-B (Specific Commitments) sets out certain specific commitments by each Party.

Article 11.19: Committee on Financial Services

1. The Parties hereby establish a Committee on Financial Services (Committee). The principal representative of each Party shall be an official of the Party's authority responsible for financial services set out in Annex 11-D (Authorities Responsible for Financial Services).

2. The Committee shall:

- (a) supervise the implementation of this Chapter and its further elaboration;
- (b) consider issues regarding financial services that are referred to it by a Party; and
- (c) participate in the dispute settlement procedures in accordance with Article 11.22 (Investment Disputes in Financial Services).

除非这些产品在一合理期限内被否决；不要求保险产品获得批准或授权，但向个人销售的保险或强制保险除外；或不限制推出产品的数量或频率。如一缔约方设立监管产品批准程序，则该缔约方应努力维持或完善这些程序。

第 11.17 条 后台办公功能的行使

1. 缔约方认识到，其领土内的一金融机构由该金融机构的总部或附属机构行使后台办公功能，或由在其领土内或领土之外的一非关联服务提供者行使后台办公功能，对于该金融机构的有效管理和高效运营十分重要。尽管一缔约方可要求金融机构保证遵守适用于这些功能的任何国内要求，但是缔约方认识到避免对行使这些功能施加任意要求的重要性。
2. 为进一步明确，第 1 款中任何内容不阻止一缔约方要求其领土内的一金融机构保留某些功能。

第 11.18 条 具体承诺

附件 11-B(具体承诺)列出每一缔约方的某些具体承诺。

第 11.19 条 金融服务委员会

1. 缔约方特此设立金融服务委员会(委员会)。每一缔约方的首席代表应为附件 11-D(负责金融服务的主管机关)中所列该缔约方负责金融服务的主管机关的一官员。
2. 委员会应：
 - (a) 监督本章及其进一步详述内容的执行；
 - (b) 审议一缔约方提交委员会的关于金融服务的问题；
以及
 - (c) 依照第 11.22 条(金融服务投资争端)，参与争端解决程序。

3. The Committee shall meet annually, or as it decides otherwise, to assess the functioning of this Agreement as it applies to financial services. The Committee shall inform the Commission of the results of any meeting.

Article 11.20: Consultations

1. A Party may request, in writing, consultations with another Party regarding any matter arising under this Agreement that affects financial services. The other Party shall give sympathetic consideration to the request to hold consultations. The consulting Parties shall report the results of their consultations to the Committee.

2. With regard to matters relating to existing non-conforming measures maintained by a Party at a regional level of government as referred to in Article 11.10.1(a)(ii) (Non-Conforming Measures):

- (a) A Party may request information on any non-conforming measure at the regional level of government of another Party. Each Party shall establish a contact point to respond to those requests and to facilitate the exchange of information regarding the operation of measures covered by those requests.
- (b) If a Party considers that a non-conforming measure applied by a regional level of government of another Party creates a material impediment to trade or investment by a financial institution, an investor, investments in a financial institution or a cross-border financial service supplier, the Party may request consultations with regard to that measure. These Parties shall enter into consultations with a view to exchanging information on the operation of the measure and to considering whether further steps are necessary and appropriate.

3. Consultations under this Article shall include officials of the authorities specified in Annex 11-D (Authorities Responsible for Financial Services).

4. For greater certainty, nothing in this Article shall be construed to require a Party to derogate from its law regarding sharing of information between financial regulators or the requirements of an agreement or arrangement between financial authorities of the Parties, or to require a regulatory authority to take any action that would interfere with specific regulatory, supervisory, administrative or enforcement matters.

3. 委员会应每年召开会议，或在其决定的其他时间召开会议，以评估本协定适用金融服务条款的实施情况。委员会应将任何会议的结果告知自贸协定委员会。

第 11.20 条 磋商

1. 一缔约方可以书面形式请求与另一缔约方就本协定项下产生的、影响金融服务的任何事项进行磋商。另一缔约方应对磋商请求给予积极考虑。进行磋商的缔约方应将磋商结果报告委员会。

2. 对于与一缔约方的一地区一级政府维持的第 11.10.1 条(a)项(ii)目(不符措施)中所指的现有不符措施相关的事项：

(a) 一缔约方可请求提供关于另一缔约方的一地区一级政府的任何不符措施的信息。每一缔约方应建立联络点以答复此类请求，并便利就此类请求所涵盖措施的运用情况交流信息。

(b) 如一缔约方认为另一缔约方的一地区一级政府实施的一不符措施对金融机构的贸易或投资、投资者、对金融机构的投资或跨境金融服务提供者构成实质阻碍，则该缔约方可请求就该措施进行磋商。这些缔约方应进行磋商，以期交流该措施实施情况的信息，并考虑进一步行动是否必要和是否适当。

3. 根据本条进行的磋商应包括附件 11-D(负责金融服务的主管机关)中所规定机构的官员。

4. 为进一步明确，本条中任何内容不得解释为要求缔约方减损其关于金融监管者之间共享信息的法律，或减损缔约方金融主管机关之间的协议或安排中的要求，或要求监管机构采取会干预具体管理、监管、行政或执行事项的任何行动。

Article 11.21: Dispute Settlement

1. Chapter 28 (Dispute Settlement) shall apply as modified by this Article to the settlement of disputes arising under this Chapter.
2. If a Party claims that a dispute arises under this Chapter, Article 28.9 (Composition of Panels) shall apply, except that:
 - (a) if the disputing Parties agree, each panellist shall meet the qualifications in paragraph 3; and
 - (b) in any other case:
 - (i) each disputing Party shall select panellists that meet the qualifications set out in either paragraph 3 or Article 28.10.1 (Qualifications of Panellists); and
 - (ii) if the responding Party invokes Article 11.11 (Exceptions), the chair of the panel shall meet the qualifications set out in paragraph 3, unless the disputing Parties otherwise agree.
3. In addition to the requirements set out in Article 28.10.1(b) to (d) (Qualifications of Panellists), panellists in disputes arising under this Chapter shall have expertise or experience in financial services law or practice, which may include the regulation of financial institutions.
4. A Party may request the establishment of a panel pursuant to Article 11.22.2(c) (Investment Disputes in Financial Services) to consider whether and to what extent Article 11.11 (Exceptions) is a valid defence to a claim without having to request consultations under Article 28.5 (Consultations). The panel shall endeavour to present its initial report pursuant to Article 28.17 (Initial Report) within 150 days after the last panellist is appointed.
5. If a Party seeks to suspend benefits in the financial services sector, a panel that reconvenes to make a determination on the proposed suspension of benefits, in accordance with Article 28.20.5 (Non-Implementation – Compensation and Suspension of Benefits), shall seek the views of financial services experts, as necessary.

Article 11.22: Investment Disputes in Financial Services

1. If an investor of a Party submits a claim to arbitration under Section B of Chapter 9 (Investment) challenging a measure relating to regulation or supervision of financial institutions, markets or instruments, the expertise or experience of any

第 11.21 条 争端解决

1. 第 28 章(争端解决)经本条修订后应适用于解决本章下产生的争端。
2. 如一缔约方声称本章下产生一争端，则第 28.9 条(专家组的组成)应适用，但是：
 - (a) 如争端各方同意，每一专家组成员应符合第 3 款中所规定的资格；及
 - (b) 在任何其他情况下：
 - (i) 每一争端方应选择符合第 3 款中或第 28.10.1 条(专家组成员的资格)中所列资格的专家组成员；及
 - (ii) 如应诉方援引第 11.11 条(例外)，则专家组主席应符合第 3 款中所列资格，除非争端各方另有议定。
3. 除满足第 28.10.1 条(b)项至(d)项(专家组成员的资格)的要求外，本章下产生的争端的专家组成员应具备金融服务法律或实务方面的专门知识或经验，其中可包括金融机构的监管。
4. 一缔约方可请求根据第 11.22.2 条(c)项(金融服务投资争端)设立专家组，以审议第 11.11 条(例外)是否及在何种程度上可对一请求构成有效抗辩而无需根据第 28.5 条(磋商)请求进行磋商。专家组应努力在最后一位专家组成员任命后 150 天内根据第 28.17 条(最初报告)提交最初报告。
5. 如一缔约方寻求中止一金融服务部门的利益，则重新召集的专家组依照第 28.20.5 条(不执行-补偿与中止利益)就拟议利益中止作出确定时，如必要，应寻求金融服务专家的意见。

第 11.22 条 金融服务投资争端

1. 如一缔约方的投资者根据第 9 章(投资)B 节提交仲裁请求，质疑与金融机构、市场或工具的监管或监督相关的措施，则

particular candidate with respect to financial services law or practice shall be taken into account in the appointment of arbitrators to the tribunal.

2. If an investor of a Party submits a claim to arbitration under Section B of Chapter 9 (Investment), and the respondent invokes Article 11.11 (Exceptions) as a defence, the following provisions of this Article shall apply.

- (a) The respondent shall, no later than the date the tribunal fixes for the respondent to submit its counter-memorial, or in the case of an amendment to the notice of arbitration, the date the tribunal fixes for the respondent to submit its response to the amendment, submit in writing to the authorities responsible for financial services of the Party of the claimant, as set out in Annex 11-D (Authorities Responsible for Financial Services), a request for a joint determination by the authorities of the respondent and the Party of the claimant on the issue of whether and to what extent Article 11.11 (Exceptions) is a valid defence to the claim. The respondent shall promptly provide the tribunal, if constituted, and the non-disputing Parties a copy of the request. The arbitration may proceed with respect to the claim only as provided in paragraph 4.¹⁴
- (b) The authorities of the respondent and the Party of the claimant shall attempt in good faith to make a determination as described in subparagraph (a). Any such determination shall be transmitted promptly to the disputing parties, the Committee and, if constituted, to the tribunal. The determination shall be binding on the tribunal and any decision or award issued by the tribunal must be consistent with that determination.
- (c) If the authorities referred to in subparagraphs (a) and (b) have not made a determination within 120 days of the date of receipt of the respondent's written request for a determination under subparagraph (a), the respondent or the Party of the claimant may request the establishment of a panel under Chapter 28 (Dispute Settlement) to consider whether and to what extent Article 11.11 (Exceptions) is a valid defence to the claim. The panel established under Article 28.7 (Establishment of a Panel) shall be constituted in accordance with Article 11.21 (Dispute Settlement). Further to

¹⁴ For the purposes of this Article, "joint determination" means a determination by the authorities responsible for financial services of the respondent and of the Party of the claimant, as set out in Annex 11-D (Authorities Responsible for Financial Services). If, within 14 days of the date of the receipt of a request for a joint determination, another Party provides a written notice to the respondent and the Party of the claimant indicating its substantial interest in the matter subject to the request, that other Party's authorities responsible for financial services may participate in discussions regarding the matter. The joint determination shall be made by the authorities responsible for financial services of the respondent and the Party of the claimant.

在任命仲裁员时应考虑任何特定候选人选在金融服务法律或实务方面的专门知识或经验。

2. 如一缔约方的一投资者根据第 9 章(投资)B 节提交仲裁请求,而被申请人援引第 11.11 条(例外)作为抗辩,则本条下列规定应适用:

- (a) 被申请人应不迟于仲裁庭确定其提交辩诉状之日,或在修正仲裁通知的情况下,不迟于仲裁庭确定被申请人对该修正提交答复之日,向按附件 11-D(负责金融服务的主管机关)中所列申请人所属缔约方负责金融服务的主管机关提交书面请求,请求被申请人和申请人所属缔约方的主管机关就第 11.11 条(例外)是否及在何种程度上可对该请求构成有效抗辩作出共同确定。如仲裁庭已组成,则被申请人应迅速向仲裁庭和非争端缔约方提供该请求的副本。有关该请求的仲裁仅按第 4 款中所规定的继续进行。¹⁴
- (b) 被申请人和申请人所属缔约方的主管机关应善意尝试按(a)项中所述作出确定。任何此种确定应迅速送达争端各方、委员会和仲裁庭(如已组成)。该确定应对仲裁庭具有约束力,仲裁庭作出的任何决定或裁决必须与该确定相一致。
- (c) 如(a)项和(b)项中所指的主管机关在收到被申请人根据(a)项提出的作出确定的书面请求之日后 120 天内未作出确定,则被申请人或申请人所属缔约方可根据第 28 章(争端解决)请求设立专家组,以审议第 11.11 条(例外)是否及在何种程度上可对该请求构成有效抗辩。根据第 28.7 条(专家组的设立)设立的专家组应依照第 11.21 条(争端解决)组成。在第 28.18

¹⁴ 就本条而言,“共同确定”指由被申请人和申请人所属缔约方的金融服务主管机关作出的一确定,主管机关按附件 11-D(负责金融服务的主管机关)中所列。如在收到共同确定请求之日后 14 天内,另一缔约方向被申请人和申请人所属缔约方提交书面通知,表明其对该请求事项具有实质利益,则该另一缔约方负责金融服务的主管机关可参加有关该事项的讨论。共同确定应由被申请人和申请人所属缔约方负责金融服务的主管机关作出。

Article 28.18 (Final Report), the panel shall transmit its final report to the disputing Parties and to the tribunal.

3. The final report of a panel referred to in paragraph 2(c) shall be binding on the tribunal, and any decision or award issued by the tribunal must be consistent with the final report.

4. If no request for the establishment of a panel pursuant to paragraph 2(c) has been made within 10 days of the expiration of the 120 day period referred to in paragraph 2(c), the tribunal established under Article 9.19 (Submission of a Claim to Arbitration) may proceed with respect to the claim.

(a) The tribunal shall draw no inference regarding the application of Article 11.11 (Exceptions) from the fact that the authorities have not made a determination as described in paragraphs 2(a), (b) and (c).

(b) The Party of the claimant may make oral and written submissions to the tribunal regarding the issue of whether and to what extent Article 11.11 (Exceptions) is a valid defence to the claim. Unless it makes such a submission, the Party of the claimant shall be presumed, for the purposes of the arbitration, to take a position on Article 11.11 that is not inconsistent with that of the respondent.

5. For the purposes of this Article, the definitions of the following terms set out in Article 9.1 (Definitions) are incorporated, *mutatis mutandis*: “claimant”, “disputing parties”, “disputing party”, “non-disputing Party” and “respondent”.

条(最终报告)基础上, 专家组应向争端各方和仲裁庭送达其最终报告。

3. 第 2 款(c)项中所指的专家组最终报告应对仲裁庭具有约束力, 且仲裁庭作出的任何决定或裁决必须与该最终报告相一致。

4. 如在第 2 款(c)项中所指 120 天期限期满后 10 天内, 未根据第 2 款(c)项提交设立专家组的请求, 则根据第 9.19 条(提交仲裁请求)设立的仲裁庭可继续进行以处理该请求。

(a) 仲裁庭不得从主管机关未作出如第(2)款(a)项、(b)项和(c)项中所述确定这一事实而对第 11.11 条(例外)的适用作出任何推断。

(b) 申请人所属缔约方可就第 11.11 条(例外)是否及在何种程度上可对该请求构成有效抗辩的问题向仲裁庭作出口头和书面陈述。除非申请人所属缔约方作出此种陈述, 否则就仲裁而言, 申请人所属缔约方应被推定其关于第 11.11 条的立场与被申请人的立场不相抵触。

5. 就本条而言, 第 9.1 条(定义)中所列对下列词语的定义经必要修订后纳入本条: “申请人”、“争端各方”、“争端一方”、“非争端缔约方”以及“被申请人”。

ANNEX 11-A

CROSS-BORDER TRADE

Australia*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession;
- (c) services auxiliary to insurance, such as consultancy, risk assessment, actuarial and claim settlement services; and
- (d) insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions), of insurance of risks related to services listed in subparagraphs (a) and (b) of this paragraph.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) provision and transfer of financial information, and financial data processing and related software relating to banking and other financial services, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and

附件 11-A

跨境贸易

澳大利亚

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；
- (c) 保险附属服务，例如咨询、风险评估、精算和理赔服务；以及
- (d) 与本款(a)项和(b)项中所列服务相关的风险保险的保险中介服务，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 提供和转移与银行和其他金融服务相关的金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；及

- (b) advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

- (b) 与银行和其他金融服务相关的咨询和其他附属服务，不包括中介服务，如第 11.1 条(定义)中“金融服务”的定义(p)项中所指。

Brunei Darussalam*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession; and
- (c) services auxiliary to insurance, such as consultancy, risk assessment, actuarial and claim settlement services.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply only with respect to:

- (a) provision and transfer of financial information; and
- (b) provision and transfer of financial data processing and related software relating to banking and other financial services, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions).

文莱达鲁萨兰国

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；以及
- (c) 保险附属服务，例如咨询、风险评估、精算和理赔服务。

银行及其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应仅适用于：
- (a) 金融信息的提供和转移；及
 - (b) 提供和转移与银行和其他金融服务相关的金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指。

Canada¹⁵*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime transport and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability deriving therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession;
- (c) services auxiliary to insurance, as described in subparagraph (d) of the definition of “financial service” in Article 11.1 (Definitions); and
- (d) insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions), of insurance of risks related to services listed in subparagraphs (a) and (b) of this paragraph.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Cross-Border Trade), with respect to:

- (a) provision and transfer of financial information, and financial data processing, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and
- (b) advisory and other auxiliary financial services, and credit reference and analysis, excluding intermediation, relating to banking and

¹⁵ For greater certainty, Canada requires that a cross-border financial services supplier maintain a local agent and records in Canada.

加拿大¹⁵

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；
- (c) 保险附属服务，如第 11.1 条(定义)中“金融服务”的定义(d)项中所述；以及
- (d) 与本款(a)项和(b)项所列服务相关的风险保险的保险中介服务，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 提供和转移金融信息及金融数据处理，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；及
- (b) 与银行和其他金融服务相关的咨询和其他附属金融服务以及征信与分析，不包括中介服务，如第 11.1

¹⁵ 为进一步明确，加拿大要求跨境金融服务提供者在加拿大保留当地代理和记录。

other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

条(定义)中“金融服务”的定义(p)项中所指。

Chile

Insurance and insurance-related services

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) international maritime shipping and international commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability deriving there from; and
 - (ii) goods in international transit;
- (b) brokerage of insurance of risks relating to subparagraphs (a)(i) and (a)(ii); and
- (c) reinsurance and retrocession; reinsurance brokerage; and consultancy, actuarial and risk assessment services.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply with respect to:

- (a) provision and transfer of financial information, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions);
- (b) financial data processing, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions), subject to prior authorisation from the relevant regulator, as required;¹⁶ and
- (c) advisory and other auxiliary financial services, excluding intermediation and credit reference and analysis, relating to banking and other financial services, as referred to in subparagraph

¹⁶ The Parties understand that if the financial information or financial data processing referred to in subparagraphs (a) and (b) involve personal data, the treatment of such personal data shall be in accordance with Chilean law regulating the protection of such data.

智利

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 国际海运、国际商业航空和航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 与(a)项(i)目和(a)项(ii)目相关的风险保险经纪；以及
- (c) 再保险和转分保；再保险经纪；以及咨询、精算和风险评估服务。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于：
- (a) 提供和转移金融信息，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；
 - (b) 金融数据处理，需按要求经相关监管机构事先授权，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；¹⁶以及
 - (c) 与银行和其他金融服务相关的咨询和其他附属金融服务，不包括中介服务和征信与分析，如第 11.1 条

¹⁶ 缔约方理解，如(a)项和(b)项中所指的金融信息或金融数据处理涉及个人数据，则此类个人数据的处理应符合智利监管此类数据保护的法律法规。

(p) of the definition of “financial service” in Article 11.1 (Definitions).

3. It is understood that a Party’s commitments on cross-border investment advisory services shall not, in and of themselves, be construed to require the Party to permit the public offering of securities (as defined under its relevant law) in the territory of the Party by cross-border suppliers of the other Party who supply or seek to supply such investment advisory services. A Party may subject the cross-border suppliers of investment advisory services to regulatory and registration requirements.

(定义)中“金融服务”的定义(p)项中所指。

3. 各方理解，一缔约方对跨境投资咨询服务的承诺本身不得解释为要求该缔约方允许由另一缔约方提供或寻求提供此种投资咨询服务的跨境提供者在该缔约方领土内公开发行证券(根据其相关法律所定义)。一缔约方可要求投资咨询服务的跨境提供者遵守监管和注册要求。

Japan

Insurance and insurance-related services

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance, retrocession, and services auxiliary to insurance as referred to in subparagraph (d) of the definition of “financial service” in Article 11.1 (Definitions); and
- (c) insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions), of insurance of risks related to services listed in subparagraphs (a) and (b) of this paragraph.¹⁷

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) securities-related transactions with financial institutions and other entities in Japan as prescribed by the relevant laws and regulations of Japan;
- (b) sales of a beneficiary certificate of an investment trust and an investment security, through securities firms in Japan;¹⁸

¹⁷ Insurance intermediation services may be supplied only for insurance contracts allowed to be supplied in Japan.

¹⁸ Solicitation must be conducted by securities firms in Japan.

日本

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险、转分保及保险附属服务，如第 11.1 条(定义)中“金融服务”的定义(d)项中所指；以及
- (c) 与本款(a)项和(b)项中所列服务相关的风险保险的保险中介服务，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。¹⁷

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 按日本相关法律法规规定的与日本金融机构和其他实体的证券相关交易；
- (b) 通过日本证券公司出售投资信托和投资证券的受益凭证；¹⁸

¹⁷ 保险中介服务仅能对允许在日本提供的保险合同提供。

¹⁸ 招揽服务必须由日本证券公司开展。

- (c) provision and transfer of financial information, and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and
- (d) advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

- (c) 提供和转移金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；以及
- (d) 与银行和其他金融服务相关的咨询和其他附属服务，不包括中介服务，如第 11.1 条(定义)中“金融服务”的定义(p)项中所指。

Malaysia*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit; and
- (b) reinsurance and retrocession; services auxiliary to insurance comprising consultancy services, actuarial, risk assessment, risk management and maritime loss adjusting; and brokerage services for risks relating to subparagraph (a) of this paragraph.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to the provision and transfer of financial information and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions).

3. The commitment made by Malaysia under paragraph 2 does not extend to the supply of electronic payment services for payment card transactions¹⁹.

¹⁹ For greater certainty, the electronic payment services for payment card transactions referred to in this commitment fall within subcategory 71593 of the *United Nations Central Product Classification, Version 2.0*, and include only the processing of financial transactions such as verification of financial balances, authorisation of transactions, notification of banks (or credit card issuers) of individual transactions and the provision of daily summaries and instructions regarding the net financial position of relevant institutions for authorised transactions.

马来西亚

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；及
- (b) 再保险和转分保；保险附属服务，包括咨询、精算、风险评估、风险管理和海上险损估价；以及与本款(a)项相的风险经纪服务。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义。对于提供和转移金融信息、金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指。

3. 马来西亚根据第 2 款作出的承诺不扩展至支付卡交易电子支付服务的提供¹⁹。

¹⁹ 为进一步明确，本承诺中所指的支付卡交易电子支付服务属于《联合国中央产品目录》(2.0 版)的 71593 子类，仅包括金融交易处理，例如金融收支核对、交易核准、银行(或信用卡发行者)通报个人交易以及为相关机构授权交易的净财务状况提供每日摘要和说明。

Mexico

Insurance and insurance-related services

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession;
- (c) consultancy, actuarial services and risk assessment in connection with subparagraphs (a) and (b); and
- (d) brokerage of insurance of risks relating to subparagraphs (a) and (b).

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply only with respect to:

- (a) provision and transfer of financial information, and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions), subject to prior authorisation from the relevant regulator, as required;²⁰ and
- (b) advisory and other auxiliary financial services,²¹ excluding intermediation, and credit reference and analysis, relating to

²⁰ The Parties understand that if the financial information or financial data processing referred to in subparagraphs (a) and (b) involve personal data, the treatment of such personal data shall be in accordance with Mexican law regulating the protection of such data.

²¹ The Parties understand that advisory and other auxiliary financial services do not include those services referred to in subparagraphs (e) through (o) of the definition of “financial service” in Article 11.1 (Definitions).

墨西哥

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；
- (c) 与(a)项和(b)项有关的咨询、精算服务和风险评估；以及
- (d) 与(a)项和(b)项相关的风险保险经纪。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应仅适用于：
- (a) 提供和转移金融信息及金融数据处理和相关软件，需按要求经相关监管机构事先授权，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；²⁰及
 - (b) 与银行和其他金融服务相关的咨询和其他附属金融服务，²¹不包括中介服务和征信与分析，如第 11.1

²⁰ 缔约方理解，如(a)项和(b)项中所指的金融信息或金融数据处理涉及个人数据，对此类个人数据的处理应符合墨西哥监管此类数据保护的法律法规。

²¹ 缔约方理解，咨询和其他附属服务不包括第 11.1 条(定义)中“金融服务”的定义(e)项至(o)项中所指的服务。

banking and other financial services as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

条(定义)中“金融服务”的定义(p)项中所指。

New Zealand*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession, as referred to in subparagraph (b) of the definition of “financial service” in Article 11.1 (Definitions);
- (c) services auxiliary to insurance, as referred to in subparagraph (d) of the definition of “financial service” in Article 11.1 (Definitions); and
- (d) insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions), of insurance risks relating to services listed in subparagraphs (a) and (b) of this paragraph.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) provision and transfer of financial information and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and
- (b) advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services, as referred to in

新西兰

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保，如第 11.1 条(定义)中“金融服务”的定义(b)项中所指；
- (c) 保险附属服务，如第 11.1 条(定义)中“金融服务”的定义(d)项中所指；以及
- (d) 与本款(a)项和(b)项中所列服务相关的风险保险的保险中介服务，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(跨境贸易)中“跨境提供金融服务”的定义(a)项中所定义：

- (a) 提供和转移金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指；及
- (b) 与银行和其他金融服务相关的咨询和其他附属服务，不包括中介服务，如第 11.1 条(定义)中“金融

subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

服务”的定义(p)项中所指。

Peru²²*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks related to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising there from; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession;
- (c) consultancy, actuarial, risk assessment and claim settlement services; and
- (d) insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions), of insurance of risks relating to services listed in subparagraphs (a) and (b) in this paragraph.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply only with respect to the provision and transfer of financial information, and financial data processing and related software as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions)²³, subject to prior authorisation from the relevant regulator, as required, and advisory and other auxiliary financial

²² Peru reserves the right to apply this Annex under conditions of reciprocity.

²³ The Parties understand that, if the financial information or financial data processing referred to in paragraph 2 of this Annex involves personal data, the treatment of such personal data shall be in accordance with Peru’s law regulating the protection of such data and Section B of Annex 11-B (Specific Commitments).

秘鲁²²

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；
- (c) 咨询、精算、风险评估和理赔服务；以及
- (d) 与本款(a)项和(b)项中所列服务相关的风险保险的保险中介，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应仅适用于提供和转移金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指²³，需按要求经相关监管机关事先授权，以及与

²² 秘鲁保留在互惠条件下适用本附件的权利。

²³ 缔约方理解，如本附件第 2 款中所指的金融信息或金融数据处理涉及个人数据，则对此类个人数据的处理应符合秘鲁监管此类数据保护的法律法规及附件 11-B(具体承诺)B 节。

services²⁴, excluding intermediation, relating to banking and other financial services as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).²⁵

²⁴ The Parties understand that advisory and other auxiliary financial services do not include those services referred to in subparagraphs (e) through (o) of the definition of “financial service” in Article 11.1 (Definitions).

²⁵ The Parties understand that a trading platform, whether electronic or physical, does not fall within the range of services specified in this paragraph.

银行和其他金融服务相关的咨询和其他附属金融服务²⁴，不包括中介服务，如第 11.1 条(定义)中“金融服务”的定义(p)项中所指。²⁵

²⁴ 缔约方理解，咨询和其他附属金融服务不包括第 11.1 条(定义)中“金融服务”的定义(e)项至(o)项中所指的服务。

²⁵ 缔约方理解，无论是电子或实体交易平台均不属于本款中所规定的服务范围。

Singapore

Insurance and insurance-related services

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of “MAT” risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising there from; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession;
- (c) services auxiliary to insurance comprising actuarial, loss adjustors, average adjustors and consultancy services;
- (d) reinsurance intermediation by brokerages; and
- (e) MAT intermediation by brokerages.

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) provision and transfer of financial information, as described in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and
- (b) financial data processing and related software, as described in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions), subject to prior authorisation from the relevant regulator,²⁶ as required.

²⁶ For greater certainty, if the financial information or financial data processing referred to in subparagraphs (a) and (b) pertain to outsourcing arrangements or involves personal data, the

新加坡

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所定义：

- (a) 与下列内容相关的“MAT”风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；
- (c) 保险附属服务，包括精算、险损估价师、一般估价师和咨询服务；
- (d) 经纪人再保险中介服务；以及
- (e) 经纪人 MAT 中介服务。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所定义：

- (a) 提供和转移金融信息，如第 11.1 条(定义)中“金融服务”的定义(o)项中所述；及
- (b) 金融数据处理和相关软件，需按要求经相关监管机关事先授权，如第 11.1 条(定义)中“金融服务”的定义(o)项中所述。²⁶

²⁶ 为进一步明确，如(a)项和(b)项中所指的金融信息或金融数据处理与外包安排有关或涉及个人数据，则外包安排和对个人数据的处理应分别符合新加坡货币主管机关的关于外包的

United States

Insurance and insurance-related services

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) maritime shipping and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit; and
- (b) reinsurance and retrocession; services auxiliary to insurance, as referred to in subparagraph (d) of the definition of “financial service” in Article 11.1 (Definitions); and insurance intermediation, such as brokerage and agency, as referred to in subparagraph (c) of the definition of “financial service” in Article 11.1 (Definitions).

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (c) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to insurance services.

Banking and other financial services (excluding insurance)

3. Article 11.6.1 shall apply only with respect to:

- (a) provision and transfer of financial information, and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions); and

outsourcing arrangements and treatment of personal data shall be in accordance with the Monetary Authority of Singapore’s regulatory requirements and guidelines on outsourcing and Singapore’s law regulating the protection of such data, respectively. These regulatory requirements and guidelines shall not derogate from the commitments undertaken by Singapore in paragraph 2 and Section B of Annex 11-B (Specific Commitments).

美国

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 海运、商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；保险附属服务，如第 11.1 条(定义)中“金融服务”的定义(d)项中所指；以及保险中介服务，例如经纪和代理，如第 11.1 条(定义)中“金融服务”的定义(c)项中所指。

2. 第 11.6.1 条(跨境贸易)应适用于保险服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(c)项中所定义。

银行和其他金融服务(保险除外)

3. 第 11.6.1 条(跨境贸易)应仅适用于：
- (a) 提供和转移金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所定义；及

监管要求和指南及新加坡关于监管此类数据保护的律。这些监管要求和指南不得减损新加坡在第 2 款和附件 11-B(具体承诺)B 节中所作承诺。

- (b) advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article 11.1 (Definitions).

- (b) 与银行和其他金融服务相关的咨询和其他附属服务，不包括中介服务，如第 11.1 条(定义)中“金融服务”的定义(p)项中所指。

Viet Nam*Insurance and insurance-related services*

1. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) insurance of risks relating to:
 - (i) international maritime shipping and international commercial aviation with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability arising therefrom; and
 - (ii) goods in international transit;
- (b) reinsurance and retrocession; and
- (c) brokerage services, and services auxiliary to insurance, as referred to in subparagraph (d) of the definition of “financial service” in Article 11.1 (Definitions).

Banking and other financial services (excluding insurance)

2. Article 11.6.1 (Cross-Border Trade) shall apply to the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 11.1 (Definitions), with respect to:

- (a) provision and transfer of financial information, and financial data processing and related software, as referred to in subparagraph (o) of the definition of “financial service” in Article 11.1 (Definitions), subject to prior authorisation from the relevant regulator, as required;²⁷ and
- (b) advisory and other auxiliary services, excluding intermediation, relating to banking and other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article

²⁷ The Parties understand that if the financial information or financial data processing referred to in subparagraph (a) involve personal data, the treatment of such personal data shall be in accordance with Vietnamese laws regulating the protection of such data.

越南

保险及其相关服务

1. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所定义：

- (a) 与下列内容相关的风险保险：
 - (i) 国际海运、国际商业航空、航天发射和搭载(包括卫星)，保险涵盖如下任何一项或各项：即运输的货物、运输货物的交通工具及由此产生的任何责任；及
 - (ii) 国际过境货物；
- (b) 再保险和转分保；以及
- (c) 经纪服务和保险附属服务，如第 11.1 条(定义)中“金融服务”的定义(d)项中所指。

银行和其他金融服务(保险除外)

2. 第 11.6.1 条(跨境贸易)应适用于下列服务的跨境提供金融服务或金融服务贸易，如第 11.1 条(定义)中“跨境金融服务提供”的定义(a)项中所指：

- (a) 提供和转移金融信息及金融数据处理和相关软件，如第 11.1 条(定义)中“金融服务”的定义(o)项中所指，需按要求经相关监管机关事先授权；²⁷及
- (b) 与银行和其他金融服务相关的咨询和其他附属服务，不包括中介服务，如第 11.1 条(定义)中“金融

²⁷ 缔约方理解，如(a)项中所指的金融信息或金融数据处理涉及个人数据，则对此类个人数据的处理应符合越南监管此类数据保护的法律法规。

11.1 (Definitions), to the extent that such services are permitted in the future by Viet Nam.

服务”的定义(p)项中所定义，只要越南在未来允许此类服务。

ANNEX 11-B

SPECIFIC COMMITMENTS

Section A: Portfolio Management

1. A Party shall allow a financial institution organised in the territory of another Party to provide the following services to a collective investment scheme located in its territory²⁸:

- (a) investment advice; and
- (b) portfolio management services, excluding:
 - (i) trustee services; and
 - (ii) custodial services and execution services that are not related to managing a collective investment scheme.

2. Paragraph 1 is subject to Article 11.6.3 (Cross-Border Trade).

3. For the purposes of paragraph 1, **collective investment scheme** means:

- (a) For Australia, a “managed investment scheme” as defined under section 9 of the *Corporations Act 2001* (Cth), other than a managed investment scheme operated in contravention of subsection 601ED (5) of the *Corporations Act 2001* (Cth), or an entity that:
 - (i) carries on a business of investment in securities, interests in land, or other investments; and
 - (ii) in the course of carrying on that business, invests funds subscribed, whether directly or indirectly, after an offer or invitation to the public (within the meaning of section 82 of the *Corporations Act 2001* (Cth)) made on terms that the funds subscribed would be invested.
- (b) For Brunei Darussalam:

²⁸ For greater certainty, a Party may require a collective investment scheme or a person of a Party involved in the operation of the scheme located in the Party’s territory to retain ultimate responsibility for the management of the collective investment scheme.

附件 11-B

具体承诺

A 节：投资组合管理

1. 一缔约方应允许在另一缔约方领土内设立的金融机构向位于其领土内的集合投资计划提供下列服务²⁸:
 - (a) 投资建议；及
 - (b) 投资组合管理服务，不包括：
 - (i) 信托服务；及
 - (ii) 与管理集合投资计划无关的托管服务和执行服务。
2. 第 1 款需遵守第 11.6.3 条(跨境贸易)。
3. 就第 1 款而言，**集合投资计划**:
 - (a) 对于澳大利亚，指根据《2001 年联邦公司法》第 9 节所定义的“管理投资计划”，不包括以违反《2001 年联邦公司法》601ED 分款(5)项的方式运营的管理投资计划，或属下列情况的一实体：
 - (i) 从事证券投资、土地权益或其他投资的经营；及
 - (ii) 在从事该经营活动的过程中，在向公众发出以认购资金将用于投资为条件的要约或要约邀请后(属《2001 年联邦公司法》第 82 节范围)，直接或间接投资认购的资金。
 - (b) 对于文莱达鲁萨兰国：

²⁸ 为进一步明确，一缔约方可要求一集合投资计划或位于该缔约方领土内的集合投资计划的运营所涉及的一缔约方的人对集合投资计划的管理承担最终责任。

- (i) A “collective investment scheme”, defined under Section 203, of the *Securities Market Order, 2013* as any investment arrangements with respect to assets of any description, including money, the purpose or effect of which is to enable persons taking part in the arrangements (whether by becoming owners of the property or any part of it or otherwise) to participate in or receive profits or income arising from the acquisition, holding, management or disposal of the property or sums paid out of such profits or income.
- (ii) The arrangements must be such that:
 - (A) the persons who are to participate (participants) do not have day-to-day control over the management of the property, whether or not they have the right to be consulted or to give directions;
 - (B) the arrangements must also have either or both of the following characteristics:
 - (1) the contributions of the participants and the profits or income out of which payments are to be made to them are pooled; and
 - (2) the property is managed as a whole, by or on behalf of the operator of the collective investment scheme; and
 - (C) the arrangements must satisfy the condition set out in subparagraph (iii).
- (iii) The condition referred to in subparagraph (ii)(B) is that the property belongs beneficially to, and is managed by or on behalf of, a company, the trustee of a trust or some other entity or arrangement having as its purpose the investment of its funds with the aim of spreading the investment risk and giving its members the benefit of the results of the management of those funds for or on behalf of that company, trust, entity or arrangement.
- (c) For Canada, an “investment fund” as defined under the relevant *Securities Act*.²⁹

²⁹ In Canada, a financial institution organised in the territory of another Party can only provide custodial services to a collective investment scheme located in Canada if the financial institution has shareholders equity equivalent to at least CAD \$100 million.

- (i) 《2013 年证券市场令》第 203 节将“集合投资计划”定义为，有关任何类型资产的投资安排，包括货币，其目的或效果是为使参与该安排的人(无论通过成为财产所有人还是部分财产所有人或其他)能够参加资产的获取、持有、管理或处置，或获得在此过程中产生的利润或收入或此类利润或收入产生的孳息；
 - (ii) 此类安排必须符合下列条件：
 - (A) 即将参与的人(参与者)不对财产管理进行日常控制，无论其是否具有磋商权或指示权；
 - (B) 此类安排还必须具有下列一项或两项特性：
 - (1) 参与者的出资及将从中向参与者付款的利润或收入集中在一起；及
 - (2) 该财产作为整体由集合投资计划运营人进行管理或代表运营人进行管理；以及
 - (C) 此类安排必须满足(iii)目中所列条件。
 - (iii) (ii)目(B)子目中所指的条件为，财产实益属于一公司、信托受托人或其他实体或安排，并由其或代表其进行管理，该公司、信托受托人、其他实体或安排的目的在于投资其基金，旨在分散投资风险并将为该公司、信托、实体或安排管理或代表其管理基金所产生的收益给予其成员。
- (c) 对于加拿大，指按相关《证券法》项下所定义的“投资基金”。²⁹

²⁹ 在加拿大，在另一缔约方领土内设立的一金融机构，如其拥有至少等于 1 亿加元的股东权益，则仅可为位于加拿大的一集合投资计划提供托管服务。

- (d) For Chile, a “General Management Fund” (*Administradora General de Fondos*) as defined in *Law 20.712* which is subject to supervision by the Superintendence of Securities and Insurance (*Superintendencia de Valores y Seguros*), excluding the provision of custodial services that are related to managing a collective investment scheme.
- (e) For Japan, a “financial instruments business operator” engaged in investment management business under the *Financial Instruments and Exchange Law* (Law No. 25 of 1948).
- (f) For Malaysia, any arrangement where:
 - (i) the investment is made for the purpose, or having the effect, of providing facilities for persons to participate in or receive profits or income arising from the acquisition, holding, management or disposal of securities, futures contracts or any other property (referred to as “scheme’s assets”) or sums paid out of such profits or income;
 - (ii) the persons who participate in the arrangements do not have day-to-day control over the management of the scheme’s assets; and
 - (iii) the scheme’s assets are managed by an entity that is responsible for the management of the scheme’s assets and is approved, authorised or licensed by a relevant regulator to conduct fund management activities,

and includes, among others, unit trust funds, real estate investment trusts, exchange-traded funds, restricted investment schemes and closed-end funds.
- (g) For Mexico, the “Managing Companies of Investment Funds” established under the Investment Funds Law (*Ley de Fondos de Inversión*). A financial institution organised in the territory of another Party will only be authorised to provide portfolio management services to a collective investment scheme located in Mexico if it provides the same services in the territory of the Party where it is established.

- (d) 对于智利，指《第 20.712 号法律》中所定义的“普通管理资金”，受证券和保险监管机构的监督，不包括提供与集合投资计划管理相关的托管服务。
- (e) 对于日本，指根据《金融工具和外汇法》(1948 年第 25 号法)从事投资管理业务的“金融工具业务经营者”。
- (f) 对于马来西亚，指属下列情况的任何安排：
 - (i) 投资的目的是为相关人提供工具，使其参与证券、期货合同或任何其他财产(称为“计划资产”)的获得、持有、管理或处置，或获得在此过程中产生的利润或收入，或获得此类利润或收入产生的孳息。
 - (ii) 参加此类安排的人对计划资产的管理无日常控制权；以及
 - (iii) 计划资产由负责管理计划资产的一实体管理，且经相关监管机构批准、授权或许可其开展资产管理活动，

且其中包括，单位信托基金、不动产投资信托、交易所交易基金、受限投资计划和封闭式基金。
- (g) 对于墨西哥，指根据《投资基金法》设立的“投资基金管理公司”。对于在另一缔约方领土内设立的金融机构，如其在设立地的缔约方领土内提供投资组合管理服务，则将仅被允许向位于墨西哥内的集合投资计划提供投资组合管理服务。

- (h) For New Zealand, a “registered scheme” as defined under the *Financial Markets Conduct Act 2013*.³⁰
- (i) For Peru:
 - (i) mutual funds for investments and securities, pursuant to Single Ordered Text approved by Supreme Decree N° 093-2002-EF (*Texto Único Ordenado de la Ley de Mercado de Valores aprobado mediante Decreto Supremo N° 093-2002-EF*); or
 - (ii) investment funds, pursuant to Legislative Decree N° 862 (*Decreto Legislativo N° 862, Ley de Fondos de Inversión y sus Sociedades Administradoras*).
- (j) For Singapore, a “collective investment scheme” as defined under the *Securities and Futures Act* (Cap. 289), and includes the manager of the scheme, provided that the financial institution in paragraph 1 is authorised or regulated as a fund manager in the territory of the Party it is organised in and is not a trust company.
- (k) For the United States, an investment company registered with the Securities and Exchange Commission under the *Investment Company Act of 1940*.³¹
- (l) For Viet Nam, a fund management company established and operated under the *Securities Law of Viet Nam*, and subject to regulation and supervision by the State Securities Commission of Viet Nam, in case the services in paragraph 1 are provided to manage an investment fund which invests in the assets located outside Viet Nam.

Section B: Transfer of Information

Each Party shall allow a financial institution of another Party to transfer information in electronic or other form, into and out of its territory, for data processing if such processing is required in the institution’s ordinary course of

³⁰ Custodial services are included in the scope of the specific commitment made by New Zealand under this Annex only with respect to investments for which the primary market is outside the territory of the Party.

³¹ Custodial services are included in the scope of the specific commitment made by the United States under this Annex only with respect to investments for which the primary market is outside the territory of the Party.

- (h) 对于新西兰，指根据《2013年金融市场行为法》所定义的“注册计划”。³⁰
- (i) 对于秘鲁，指：
 - (i) 投资和证券共同基金，根据最高法令第 093-2002-EF 号批准的单一法令文本；或
 - (ii) 投资基金，根据立法法令第 862 号。
- (j) 对于新加坡，指根据《证券和期货法》(第 289 章)定义的“集合投资计划”，且包括计划的管理者，条件是第 1 款中的金融机构在其设立的缔约方领土内作为资金管理者获得授权或监管而不是信托公司。
- (k) 对于美国，指根据《1940 年投资公司法》，在证券交易委员会注册的一投资公司。³¹
- (l) 对于越南，指根据《越南证券法》设立和运营的一基金管理公司，且如提供第 1 款中的服务用于管理投资于越南之外资产的一投资基金，则受越南国家证券委员会的监管和监督。

B 节：信息的传输

每一缔约方应允许另一缔约方的一金融机构为数据处理目的，通过电子或其他方式向其境内外传输信息，如此种处理是该机构日常经营过程所要求的。本节中任何内容不限制一缔约方为

³⁰ 新西兰在本附件下所作具体承诺中包括的托管服务仅限于其一级市场位于该缔约方领土之外的投资。

³¹ 美国在本附件下所作具体承诺中包括的代管服务仅限于其一级市场位于该缔约方领土之外的投资。

business. Nothing in this Section restricts the right of a Party to adopt or maintain measures to:

- (a) protect personal data, personal privacy and the confidentiality of individual records and accounts; or
- (b) require a financial institution to obtain prior authorisation from the relevant regulator to designate a particular enterprise as a recipient of such information, based on prudential considerations,³²

provided that this right is not used as a means of avoiding the Party's commitments or obligations under this Section.

Section C: Supply of Insurance by Postal Insurance Entities

1. This Section sets out additional disciplines that apply if a Party allows its postal insurance entity to underwrite and supply direct insurance services to the general public. The services covered by this paragraph do not include the supply of insurance related to the collection, transport and delivery of letters or packages by a Party's postal insurance entity.

2. No Party shall adopt or maintain a measure that creates conditions of competition that are more favourable to a postal insurance entity with respect to the supply of insurance services described in paragraph 1 as compared to a private supplier of like insurance services in its market, including by:

- (a) imposing more onerous conditions on a private supplier's licence to supply insurance services than the conditions the Party imposes on a postal insurance entity to supply like services; or
- (b) making a distribution channel for the sale of insurance services available to a postal insurance entity under terms and conditions more favourable than those it applies to private suppliers of like services.

3. With respect to the supply of insurance services described in paragraph 1 by a postal insurance entity, a Party shall apply the same regulations and enforcement activities that it applies to the supply of like insurance services by private suppliers.

4. In implementing its obligations under paragraph 3, a Party shall require a postal insurance entity that supplies insurance services described in paragraph 1 to publish an annual financial statement with respect to the supply of those services.

³² For greater certainty, this requirement is without prejudice to other means of prudential regulation.

下列目的采取或维持措施的权利：

- (a) 保护个人数据、个人隐私及个体记录和账户的机密性；或
- (b) 基于审慎考虑，要求一金融机构事先获得相关监管机构的授权，以指定一特定企业作为此类信息的接收方，³²

只要这一权利不被用作逃避该缔约方在本节下承诺或义务的手段。

C 节：邮政保险实体提供保险

1. 本节列出适用于一缔约方允许其邮政保险实体承保且向公众提供直接保险服务情况的额外纪律。本款所涵盖的服务不包括由一缔约方的邮政保险实体提供的与揽收、运输和投递信件或包裹相关的保险。

2. 任何缔约方不得采取或维持可对一邮政保险实体在第 1 款中所述保险服务的提供方面与其市场中一同类保险服务的私营提供者相比创造更为有利竞争条件的措施，包括：

- (a) 对提供保险服务的私营提供者施加的条件严于对提供同类服务的一邮政保险实体施加的条件；或
- (b) 一邮政保险实体可获得的保险服务销售渠道的条款和条件与适用于同类服务的私营提供者的条款和条件更有利。

3. 对于第 1 款中所述由一邮政保险实体提供的保险服务，一缔约方应对提供同类保险服务的私营提供者适用相同法规和执法行为。

4. 在履行其第 3 款下的义务时，一缔约方应要求提供第 1 款中所述保险服务的一邮政保险实体公布一份有关此类服务提供

³² 为进一步明确，这一要求不影响其他审慎监管方法。

The statement shall provide the level of detail and meet the auditing standards required under the generally accepted accounting and auditing principles, or equivalent rules, applied in the Party's territory with respect to publicly traded private enterprises that supply like services.

5. If a panel under Chapter 28 (Dispute Settlement) finds that a Party is maintaining a measure that is inconsistent with any of the commitments in paragraphs 2, 3 and 4, the Party shall notify the complaining Party and provide an opportunity for consultations prior to allowing the postal insurance entity to:

- (a) issue a new insurance product, or modify an existing product in a manner equivalent to the creation of a new product, in competition with like insurance products supplied by a private supplier in the Party's market; or
- (b) increase any limitation on the value of insurance, either in total or with regard to any type of insurance product, that the entity may sell to a single policyholder.

6. This Section shall not apply to a postal insurance entity in the territory of a Party:

- (a) that the Party neither owns nor controls, directly or indirectly, as long as the Party does not maintain any advantages that modify the conditions of competition in favour of the postal insurance entity in the supply of insurance services as compared to a private supplier of like insurance services in its market; or
- (b) if sales of direct life and non-life insurance underwritten by the postal insurance entity each account for no more than 10 per cent, respectively, of total annual premium income from direct life and non-life insurance in the Party's market as of January 1, 2013.

7. If a postal insurance entity in the territory of a Party exceeds the percentage threshold referred to in paragraph 6(b) after the date of signature of this Agreement by the Party, the Party shall ensure that the postal insurance entity is:

- (a) regulated and subject to enforcement by the same authorities that regulate and conduct enforcement activities with respect to the supply of insurance services by private suppliers; and
- (b) subject to the financial reporting requirements that apply to financial institutions supplying insurance services.

的年度财务报表。财务报表应达到该缔约方领土内适用于提供同类服务的上市私营企业的公认会计和审计原则或同等规则所要求的详细程度和审计标准。

5. 如第 28 章(争端解决)下的一专家组裁定一缔约方正在维持一项与第 2 款、第 3 款和第 4 款中任何承诺不一致的措施，则该缔约方应通知起诉缔约方，并在允许邮政保险实体从事下列活动前提供磋商机会：

- (a) 发布一新保险产品，或以与创造新产品的同等方式对一现有产品进行修改，从而与一私营提供者在该缔约方市场中提供的同类保险产品进行竞争；或
- (b) 增加该实体可向一单一投保人销售保险金额的任何限制，无论是总额还是对任何类型保险产品的金额。

6. 本节不得适用于在一缔约方领土内的下列邮政保险实体：

- (a) 该缔约方不直接或间接拥有或控制该邮政保险实体，条件是该缔约方不维持可以改变竞争条件的任何利益，而使竞争条件与在其市场中提供同类保险服务的私营提供者相比，更有利于邮政保险实体提供保险服务；或
- (b) 如截至 2013 年 1 月 1 日，由该邮政保险实体承保的直接人寿保险和非人寿保险的销售总额分别不超过该缔约方市场中直接人寿保险和非人寿保险年度保费收入总额的 10%。

7. 如在一缔约方签署本协定之日后，在该缔约方领土内的一邮政保险实体超过第 6 款(b)项中所指的百分比最低标准，则该缔约方应保证该邮政保险实体：

- (a) 由针对私营提供者提供保险服务进行监管和开展执法活动的相同机关负责监管和执法；及
- (b) 遵守适用于提供保险服务的金融机构的财务报表要求。

8. For the purposes of this Section, **postal insurance entity** means an entity that underwrites and sells insurance to the general public and that is owned or controlled, directly or indirectly, by a postal entity of the Party.

Section D: Electronic Payment Card Services

1. A Party shall allow the supply of electronic payment services for payment card transactions³³ into its territory from the territory of another Party by a person of that other Party. A Party may condition the cross-border supply of such electronic payment services on one or more of these requirements that a services supplier of another Party:

- (a) register with or be authorised³⁴ by relevant authorities;
- (b) be a supplier who supplies such services in the territory of the other Party; or
- (c) designate an agent office or maintain a representative or sales office in the Party's territory,

provided that such requirements are not used as a means to avoid a Party's obligation under this Section.

2. For the purposes of this Section, electronic payment services for payment card transactions does not include the transfer of funds to and from transactors' accounts. Furthermore, electronic payment services for payment card transactions include only those payment network services that use proprietary networks to process payment transactions. These services are provided on a business to business basis.

3. Nothing in this Section shall be construed to prevent a Party from adopting or maintaining measures for public policy purposes, provided that these measures are not used as a means to avoid the Party's obligation under this Section. For greater certainty, such measures may include:

³³ For greater certainty, the electronic payment services for payment card transactions referred to in this commitment fall within subparagraph (h) of the definition of "financial service" in Article 11.1 (Definitions), and within subcategory 71593 of the *United Nations Central Product Classification, Version 2.0*, and include only the processing of financial transactions such as verification of financial balances, authorisation of transactions, notification of banks (or credit card issuers) of individual transactions and the provision of daily summaries and instructions regarding the net financial position of relevant institutions for authorised transactions.

³⁴ Such registration, authorisation and continued operation, for new and existing suppliers can be conditioned, for example: (i) on supervisory cooperation with the home country supervisor; and (ii) the supplier in a timely manner providing a Party's relevant financial regulators with the ability to examine, including onsite, the systems, hardware, software and records specifically related to that supplier's cross-border supply of electronic payment services into the Party.

8. 就本节而言，**邮政保险实体**指向公众提供保险承保和销售保险的由缔约方一邮政实体直接或间接拥有或控制的一实体。

D 节：电子支付卡服务

1. 一缔约方应允许另一缔约方的人自该另一缔约方领土为该缔约方领土内的支付卡交易³³提供电子支付服务。一缔约方可将下列一项或多项要求作为跨境提供此种电子支付服务的条件而要求另一缔约方的一服务提供者：

- (a) 在相关机关注册或经相关机关授权³⁴；
- (b) 属在另一缔约方领土内提供此类服务的提供者；或
- (c) 在该缔约方领土内指定一代理办事处或设立一代表处或销售办公室，

只要此类要求不被用作逃避一缔约方在本节下义务的手段。

2. 就本节而言，支付卡交易的电子支付服务不包括交易人账户的资金往来。此外，支付卡交易的电子支付服务仅包括使用专用网络处理支付交易的支付网络服务。此类服务在企业对企业基础上提供。

3. 本节中任何内容不得解释为阻止一缔约方为公共政策目的而采取或维持措施，只要这些措施不被用作逃避该缔约方在本节下义务的手段。为进一步明确，此类措施可包括：

³³ 为进一步明确，本承诺中所指的支付卡交易的电子支付服务属第 11.1 条(定义)中“金融服务”的定义(h)项，且属于《联合国中央产品目录》(2.0 版)的 71593 子类，仅包括金融交易处理，例如金融收支核对、交易核准、银行(或信用卡发行者)通报个人交易以及为相关机构授权交易的净财务状况提供每日摘要和说明。

³⁴ 此种注册、授权和继续经营对于新提供者和既有提供者可以下列内容为条件，例如：(i) 与母国监管者进行监管合作；及(ii)提供者及时向一缔约方的相关金融监管机构提供检查、包括现场检查与该提供者向该缔约方跨境提供电子支付服务相关的系统、硬件、软件和记录的能力。

- (a) measures to protect personal data, personal privacy and the confidentiality of individual records, transactions and accounts, such as restricting the collection by, or transfer to, the cross-border services supplier of another Party, of information concerning cardholder names;
 - (b) the regulation of fees, such as interchange or switching fees; and
 - (c) the imposition of fees as may be determined by a Party's authority, such as those to cover the costs associated with supervision or regulation or to facilitate the development of the Party's payment system infrastructure.
4. For the purposes of this Section, **payment card** means:
- (a) For Australia, a credit card, charge card, debit card, cheque card, automated teller machine (ATM) card, prepaid card, and other physical or electronic products or services for performing a similar function as such cards, and the unique account number associated with that card, product or service.
 - (b) For Brunei Darussalam, in accordance with its laws and regulations, a payment instrument, whether in physical or electronic format, that enables a person to obtain money, goods or services, or to otherwise make payment, including credit card, charge card, debit card, cheque, automated teller machine (ATM) card, prepaid card or other instruments widely used for performing a similar function.
 - (c) For Canada, a "payment card" as defined under the *Payment Card Networks Act* as of January 1, 2015. For greater certainty, both the physical and electronic forms of credit and debit cards are included in the definition. For greater certainty, credit cards include pre-paid cards.
 - (d) For Chile, a credit card, a debit card and a prepaid card in physical form or electronic format, as defined under Chilean law.
 - (i) In respect of such payment cards, in lieu of the scope of the cross-border electronic payment services referred to in this commitment, only the following cross-border financial services may be supplied:
 - (A) receiving and sending messages among acquirers and issuers or their agents and representatives through electronic or informatic channels for:

- (a) 保护个人数据、个人隐私及保护个人记录、交易和账户机密性的措施，例如限制另一缔约方的跨境服务提供者收集或传输有关持卡人姓名的信息；
- (b) 对费用的监管，例如交换费或转换费；以及
- (c) 收取一缔约方主管机关可能确定的费用，例如支付与监督或监管有关的费用，或支付促进缔约方支付系统基础设施发展的费用。

4. 就本节而言，**支付卡**指：

- (a) 对于澳大利亚，指信用卡、赊账卡、借记卡、支票卡、自动取款机卡、预付卡及其他具有与此类卡类似功能的实体或电子产品或服务，以及与该卡、产品或服务相关的惟一账号。
- (b) 对于文莱达鲁萨兰国，指依照其法律法规，可使人获得钱、货物或服务或进行支付的一支付工具，无论以实体或电子形式，包括信用卡、赊账卡、借记卡、支票、自动取款机卡、预付卡或其他广泛用于行使类似功能的工具。
- (c) 对于加拿大，指按 2015 年 1 月 1 日《支付卡网络法》所定义的“支付卡”。为进一步明确，该定义包括实体和电子方式的信用卡和借记卡。为进一步明确，信用卡包括预付卡。
- (d) 对于智利，指按智利法律所定义的实体或电子形式的信用卡、借记卡和预付卡。
 - (i) 对于此类支付卡，作为对本承诺中所指的跨境电子支付服务范围的替代，仅可提供下列跨境金融服务：
 - (A) 通过电子或信息渠道在受让方和发行方或其代理或代表之间接收和发送信

authorisation requests, authorisation responses (approvals or declines), stand-in authorisations, adjustments, refunds, returns, retrievals, charge backs and related administrative messages;

- (B) calculation of fees and balances derived from transactions of acquirers and issuers by means of automated or computerised systems, and receiving and sending messages related to this process to acquirers and issuers, and their agents and representatives, provided that those calculations are subject to approval, recognition or confirmation by the acquiring and issuing parties involved;
- (C) the provision of periodic reconciliation, summaries and instructions regarding the net financial position of acquirers and issuers, and their agents and representatives for approved transactions; and
- (D) value-added services related to the main processing activities in subparagraphs (d)(i)(A), (d)(i)(B) and (d)(i)(C), such as fraud prevention and mitigation activities, and administration of loyalty programmes.

Such cross-border financial services may only be supplied by a service supplier of another Party into the territory of Chile pursuant to this commitment, provided that such services are supplied to entities that are regulated by Chile in connection with their participation in card payment networks and that are contractually responsible for such services.

- (ii) Nothing in this commitment restricts the right of Chile to adopt or maintain measures, in addition to all other measures set forth in this Section, that condition the cross-border supply of such electronic payment services into Chile by a service supplier of another Party on a contractual relationship between that supplier and an affiliate of the supplier established, authorised and regulated as a payments network participant under Chilean law in the territory of Chile, provided that such right is not used as a means of avoiding Chile's commitments or obligations under this Section.
- (e) For Japan:

息用于：授权请求、授权回应(批准或拒绝)、代理授权、调整、退款、返还、检索、拒付及相关管理信息；

- (B) 通过自动或计算机系统方式计算受让方和发行方之间交易的费用和结余，并向受让方和发行方及其代理和代表收发与该程序相关的信息，只要这些计算需经过相关受让方和发行方的核准、承认或确认；
- (C) 为核准交易提供受让方和发行方及其代理和代表的财务净值状态的定期对账、报告和说明；以及
- (D) 与(d)项(i)目(A)子目、(d)项(i)目(B)子目和(d)项(i)目(C)子目中主要处理活动相关的增值服务，例如欺诈预防和缓解措施，以及忠诚度项目管理。

此类跨境金融服务仅可由另一缔约方的服务提供者根据本承诺向智利领土内提供，只要此类服务所提供的对象实体由智利对其参与支付卡网络的情况进行监管且根据合同对此类服务负责。

- (ii) 本承诺中任何内容不得限制智利在本节中所列所有其他措施基础上，采取或维持如下措施的权利：即要求对另一缔约方的服务提供者向智利跨境提供此类电子支付服务以该提供者与该提供者的一关联方之间存在合同关系为条件，该关联方作为在智利境内根据智利法律设立、授权和监管的支付网络参与者，只要该权利不被用作逃避智利在本节下承诺或义务的手段。

- (e) 对于日本指：

- (i) a credit card and a prepaid card in physical or electronic form as defined under the laws and regulations of Japan; and
 - (ii) a debit card in physical or electronic form, provided that such a card is allowed within the framework of the laws and regulations of Japan.
- (f) For Malaysia, a credit card, a debit card and a prepaid card as defined under Malaysian law.
- (g) For Mexico, a credit card and a debit card in physical form or electronic format, as defined under Mexican law.
- (i) In respect of such payment cards, in lieu of the scope of the cross-border electronic payment services set forth in paragraph 1, only the following cross-border services may be supplied:
 - (A) receiving and sending messages for: authorisation requests, authorisation responses (approvals or declines), stand-in authorisations, adjustments, refunds, returns, retrievals, charge backs and related administrative messages;
 - (B) calculation of fees and balances derived from transactions of acquirers and issuers, and receiving and sending messages related to this process to acquirers and issuers, and their agents and representatives;
 - (C) the provision of periodic reconciliation, summaries and instructions regarding the net financial position of acquirers and issuers, and their agents and representatives for approved transactions; and
 - (D) value-added services related to the main processing activities in subparagraphs (g)(i)(A), (g)(i)(B) and (g)(i)(C), such as fraud prevention and mitigation activities, and administration of loyalty programmes.
 - (ii) Such cross-border services may only be supplied by a service provider of another Party into the territory of Mexico pursuant to this commitment, provided that the services are supplied to entities that are regulated by Mexico in connection with their participation in card

- (i) 按日本法律法规定义的实体或电子形式的信用卡和预付卡；及
 - (ii) 实体或电子形式的借记卡，只要此种卡在日本法律法规框架中允许使用。
- (f) 对于马来西亚，指按马来西亚法律定义的信用卡、借记卡和预付卡。
- (g) 对于墨西哥，指按墨西哥法律定义的实体或电子形式的信用卡和借记卡。
- (i) 关于此类支付卡，作为对第 1 款中所列跨境电子支付服务范围的替代，仅可提供下列跨境服务：
 - (A) 收发信息用于：授权请求、授权回复(批准或拒绝)、代理授权、调整、退款、返还、检索、拒付及相关管理信息；
 - (B) 计算受让方和发行方之间的交易费用和结余，并向受让方和发行者及其代理和代表收发与该程序相关的信息；
 - (C) 为核准交易提供受让方和发行方及其代理和代表的财务净值状况的定期对账、报告和说明；以及
 - (D) 与(g)项(i)目(A)子目、(g)项(i)目(B)子目和(g)项(i)目(C)子目中的主要处理活动相关的增值服务，例如欺诈预防和缓解措施，以及忠诚度项目管理。
 - (ii) 此类跨境金融服务仅可由另一缔约方的服务提供者根据本承诺向墨西哥领土内提供，只要此类服务所提供的对象实体由墨西哥对其

payment networks and that are responsible for such services.

- (iii) Nothing in this commitment restricts the right of Mexico to adopt or maintain measures, in addition to all other measures set forth in this Section, that condition the cross-border supply of such electronic payment services into Mexico by a service supplier of another Party on a contractual relationship between that supplier and an affiliate of the supplier established and authorised as a payments network participant under Mexican law in the territory of Mexico, provided that such right is not used as a means of avoiding Mexico's commitments or obligations under this Section.
- (h) For New Zealand, a credit or debit card in physical or electronic form.
- (i) For Peru:
 - (i) credit and debit cards as defined under Peruvian laws and regulations; and
 - (ii) prepaid cards, as defined under Peruvian laws and regulations, that are issued by financial institutions.
- (j) For Singapore:
 - (i) a credit card as defined in the *Banking Act* (Cap. 19), a charge card as defined in the *Banking Act* and a stored value facility as defined in the *Payment Systems (Oversight) Act* (Cap. 222A); and
 - (ii) a debit card and an automated teller machine (ATM) card.

For greater certainty, both the physical and electronic forms of the cards or facility as listed in subparagraphs (j)(i) and (j)(ii) above would be included as a payment card.
- (k) For the United States, a credit card, charge card, debit card, cheque card, automated teller machine (ATM) card, prepaid card, and other physical or electronic products or services for performing a similar function as such cards, and the unique account number associated with that card, product or service.
- (l) For Viet Nam, a credit card, debit card or prepaid card, in physical form or electronic format, as defined under the laws and

参与支付卡网络情况进行监管并对此类服务负责。

- (iii) 本承诺中任何内容不得限制墨西哥在本节中所列所有措施基础上，采取或维持如下措施的权利：即作为条件要求另一缔约方的服务提供者向墨西哥跨境提供此类电子支付服务与该提供者一关联方存在合同关系，且该关联方为在墨西哥境内根据墨西哥法律设立和授权的支付网络参与者，只要该权利不被用作逃避墨西哥在本节下承诺或义务的手段。
- (h) 对于新西兰，指实体或电子形式的信用卡或借记卡。
- (i) 对于秘鲁指：
 - (i) 按秘鲁法律法规定的信用卡和借记卡；及
 - (ii) 按秘鲁法律法规定的、由金融机构发行的预付卡。
- (j) 对于新加坡指：
 - (i) 按《银行法》(第 19 节)中定义的信用卡，按《银行法》中所定义的赊账卡以及按《支付系统(监管)法》(第 222A 章)中所定义的储值工具；及
 - (ii) 借记卡和自动取款机卡。

为进一步明确，如以上(j)项(i)目和(j)项(ii)目中所列的实体和电子形式的卡或工具包括支付卡。
- (k) 对于美国，指信用卡、赊账卡、借记卡、支票卡、自动取款机卡、预付卡及其他具有与此类卡类似功能的实体或电子产品或服务，以及与该卡片、产品或服务相关的惟一账号。
- (l) 对于越南，指实体或电子形式的信用卡、借记卡或预付卡，按越南法律法规对在越南境内外发行并使

regulations of Viet Nam for cards issued inside or outside the territory of Viet Nam using an international Issuer Identification Number or Bank Identification Number (international IIN or BIN).³⁵

- (i) Viet Nam shall allow the issuance of such cards using international IIN or BIN subject to conditions that are no more restrictive than the conditions applied to the issuance of such cards not using international IIN or BIN.
- (ii) For greater certainty, nothing in this commitment restricts the right of Viet Nam to adopt or maintain measures, in addition to the measures set out in this Section, that condition the cross-border supply of such electronic payment services into Viet Nam by a service supplier of another Party on the provision of information and data to the Government of Viet Nam, for public policy purposes, regarding transactions that the supplier processes, provided that such measures are not used as a means of avoiding Viet Nam's obligation under this Section.

Section E: Transparency Considerations

In developing a new regulation of general application to which this Chapter applies, a Party may consider, in a manner consistent with its laws and regulations, comments regarding how the proposed regulation may affect the operations of financial institutions, including financial institutions of the Party or other Parties. These comments may include:

- (a) submissions to a Party by another Party regarding its regulatory measures that are related to the objectives of the proposed regulation; or
- (b) submissions to a Party by interested persons, including other Parties or financial institutions of other Parties, with regard to the potential effects of the proposed regulation.

³⁵ For the purposes of this subparagraph, “international Issuer Identification Number or Bank Identification Number” and “international IIN or BIN” mean a number that is assigned to a service supplier of another Party pursuant to the relevant standards adopted by the International Organization for Standardization.

用国际发行者标识代码或银行识别号码(国际 IIN 或 BIN 码)的卡片所定义。³⁵

- (i) 越南应允许发行此类使用国际 IIN 或 BIN 码的卡片，且其适用条件不得比发行不使用国际 IIN 或 BIN 码的卡片的条件更严。
- (ii) 为进一步明确，本承诺中任何内容不得限制越南在本节中所列所有其他措施基础上，采取或维持如下措施的权利：即要求对另一缔约方的服务提供者向越南跨境提供此类电子支付服务以为公共政策目标而向越南政府提供有关该提供者所处理交易的信息和数据为条件，只要该权利不被用作逃避越南在本节下义务的手段。

E 节：透明度考虑

在制定一项适用于本章的普遍适用的新法规时，一缔约方可以与其法律和法规相符的方式，考虑有关拟议法规可能如何影响金融机构运营的评论，包括该缔约方或其他缔约方的金融机构。这些评论可能包括：

- (a) 另一缔约方就其与拟议法规目标相关的监管措施向该缔约方提交陈述；或
- (b) 利害关系人，包括其他缔约方或其他缔约方的金融机构，就拟议法规的潜在影响向一缔约方提交陈述。

³⁵就本项而言，“国际发行者标识代码或银行识别号码”和“国际 IIN 或 BIN 码”指根据国际标准组织采用的相关标准分配给另一缔约方的服务提供者的号码。

ANNEX 11-C

NON-CONFORMING MEASURES RATCHET MECHANISM

Notwithstanding Article 11.10.1(c) (Non-Conforming Measures), for Viet Nam for three years after the date of entry into force of this Agreement for it:

- (a) Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment), Article 11.5 (Market Access for Financial Institutions) and Article 11.9 (Senior Management and Boards of Directors) shall not apply to an amendment to any non-conforming measure referred to in Article 11.10.1(a) (Non-Conforming Measures) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the time of entry into force of this Agreement for Viet Nam, with Article 11.3 (National Treatment), Article 11.4 (Most-Favoured-Nation Treatment), Article 11.5 (Market Access for Financial Institutions) and Article 11.9 (Senior Management and Boards of Directors);
- (b) Viet Nam shall not withdraw a right or benefit from:
 - (i) a financial institution of another Party;
 - (ii) investors of another Party, and investments of such investors, in financial institutions in Viet Nam's territory; or
 - (iii) cross-border financial service suppliers of another Party,

in reliance on which the investor or covered investment has taken any concrete action,³⁶ through an amendment to any non-conforming measure referred to in Article 11.10.1(a) (Non-Conforming Measures) that decreases the conformity of the measure as it existed immediately before the amendment; and
- (c) Viet Nam shall provide to the other Parties the details of any amendment to any non-conforming measure referred to in Article 11.10.1(a) (Non-Conforming Measures) that would decrease the conformity of the measure, as it existed immediately before the amendment, at least 90 days before making the amendment.

³⁶ Concrete action includes the channelling of resources or capital in order to establish or expand a business and applying for permits and licences.

附件 11-C

不符措施棘轮机制

尽管有第 11.10.1 条(c)项(不符措施), 但对于越南, 在本协定对其生效之日起 3 年:

- (a) 第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)、第 11.5 条(金融机构的市场准入)和第 11.9 条(高级管理人员和董事会)不得适用于第 11.10.1 条(a)项(不符措施)中所指任何不符措施的修正, 只要与本协定对越南生效之日相比, 该修正未降低该措施与第 11.3 条(国民待遇)、第 11.4 条(最惠国待遇)、第 11.5 条(金融机构的市场准入)和第 11.9 条(高级管理人员和董事会)的相符程度;
- (b) 越南不得通过对第 11.10.1 条(a)项(不符措施)中所指的任何不符措施进行修正以降低该措施与紧接修正前的情况相比的相符程度而从下列项目中收回权利或获得利益:
 - (i) 另一缔约方的金融机构;
 - (ii) 在越南领土内金融机构中另一缔约方的投资者, 及此类投资者的投资; 或
 - (iii) 另一缔约方的跨境金融服务提供者, 投资者或涵盖投资已依赖上述权利或利益采取任何具体行动³⁶; 以及
- (c) 越南应至少在作出修正前 90 天向其他缔约方提供对第 11.10.1 条(a)项(不符措施)中所指的对任何不符措施所作任何修正的细节, 如与该措施在紧接修正前的情况相比, 该修正会降低该措施的相符程度。

³⁶具体行动包括为设立或扩大一商业而引入资源或资本及申请许可或执照。

ANNEX 11-D**AUTHORITIES RESPONSIBLE FOR FINANCIAL SERVICES**

The authorities for each Party responsible for financial services are:

- (a) for Australia, the Treasury and the Department of Foreign Affairs and Trade;
- (b) for Brunei Darussalam, the Monetary Authority of Brunei Darussalam (*Autoriti Monetari Brunei Darussalam*);
- (c) for Canada, the Department of Finance of Canada;
- (d) for Chile, the Ministry of Finance (*Ministerio de Hacienda*);
- (e) for Japan, the Ministry of Foreign Affairs and the Financial Services Agency, or their successors;
- (f) for Malaysia, Bank Negara Malaysia and the Securities Commission Malaysia;
- (g) for Mexico, the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*);
- (h) for New Zealand, the Ministry of Foreign Affairs and Trade, in coordination with financial services regulators;
- (i) for Peru, the Ministry of Economy and Finance (*Ministerio de Economía y Finanzas*), in coordination with financial regulators;
- (j) for Singapore, the Monetary Authority of Singapore;
- (k) for United States, the Department of the Treasury for purposes of Article 11.22 (Investment Disputes in Financial Services) and for all matters involving banking, securities, and financial services other than insurance, the Department of the Treasury, in cooperation with the Office of the U.S. Trade Representative, for insurance matters; and
- (l) for Viet Nam, the State Bank of Viet Nam and the Ministry of Finance.

附件 11-D

负责金融服务的主管机关

每一缔约方负责金融服务的主管机关为：

- (a) 对于澳大利亚，国库部和外交贸易部；
- (b) 对于文莱达鲁萨兰国，文莱达鲁萨兰国货币主管机关；
- (c) 对于加拿大，加拿大财政部；
- (d) 对于智利，财政部；
- (e) 对于日本，外务省和金融厅，或其后继单位；
- (f) 对于马来西亚，马来西亚国家银行和马来西亚证券委员会；
- (g) 对于墨西哥，财政和公共信贷部；
- (h) 对于新西兰，外交贸易部，并与金融服务监管机构相协调；
- (i) 对于秘鲁，经济和财政部，并与金融监管机构相协调；
- (j) 对于新加坡，新加坡金融管理局；
- (k) 对于美国，就第 11.22 条(金融服务投资争端)而言及涉及银行、证券和金融服务(保险除外)的所有事务，为财政部；对于保险事务，为财政部会同美国贸易代表办公室；以及
- (l) 对于越南，越南国家银行和财政部。

ANNEX 11-E

1. Brunei Darussalam, Chile, Mexico and Peru do not consent to the submission of a claim to arbitration under Section B of Chapter 9 (Investment) for a breach of Article 9.6 (Minimum Standard of Treatment), as incorporated into this Chapter, in relation to any act or fact that took place or any situation that ceased to exist before:

- (a) the fifth anniversary of the date of entry into force of this Agreement for Brunei Darussalam, Chile and Peru, respectively; and
- (b) the seventh anniversary of the date of entry into force of this Agreement for Mexico.

2. If an investor of a Party submits a claim to arbitration under Section B of Chapter 9 (Investment) that Brunei Darussalam, Chile, Mexico or Peru has breached Article 9.6 (Minimum Standard of Treatment), as incorporated into this Chapter, it may not recover for loss or damage that it incurred before:

- (a) the fifth anniversary of the date of entry into force of this Agreement for Brunei Darussalam, Chile and Peru, respectively; and
- (b) the seventh anniversary of the date of entry into force of this Agreement for Mexico.

附件 11-E

1. 对于在下列日期之前已发生的任何行为或事实，或在下列日期之前不复存在的任何情况，文莱达鲁萨兰国、智利、墨西哥和秘鲁不同意以违反已纳入本章的第 9.6 条(最低待遇标准)为由，根据第 9 章(投资)B 节提交仲裁请求：

(a) 本协定对文莱达鲁萨兰国、智利和秘鲁生效 5 周年纪念日；及

(b) 本协定对墨西哥生效 7 周年纪念日。

2. 如一缔约方的投资者以文莱达鲁萨兰国、智利、墨西哥或秘鲁违反已纳入本章的第 9.6 条(最低待遇标准)为由，根据第 9 章(投资)B 节提交仲裁请求，则其不可获得对在下列日期之前受到损失或损害的赔偿：

(a) 本协定对文莱达鲁萨兰国、智利和秘鲁生效 5 周年纪念日；及

(b) 本协定对墨西哥生效 7 周年纪念日。