

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN
CONCERNING DIGITAL TRADE**

The United States of America and Japan (“the Parties”) have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement:

- (a) “algorithm” means a defined sequence of steps, taken to solve a problem or obtain a result;
- (b) “computing facilities” means computer servers and storage devices for processing or storing information for commercial use;
- (c) “covered enterprise” means, with respect to a Party, an enterprise in its territory, owned or controlled, directly or indirectly, by an investor of the other Party, in existence as of the date of entry into force of this Agreement or established, acquired, or expanded thereafter;
- (d) “covered financial service supplier” means:
 - (i) a financial institution of the other Party; or
 - (ii) a financial service supplier of the other Party, other than a financial institution of the other Party, that is subject to regulation, supervision, and licensing, authorization, or registration by a financial regulatory authority of the Party;
- (e) “covered person” means:
 - (i) covered enterprise; or
 - (ii) person of the other Party;
- (f) “customs duty” includes any duty or charge of any kind imposed on or in connection with the importation of a good, and any surtax or surcharge imposed in connection with such importation, but does not include any:

- (i) charge equivalent to an internal tax imposed consistently with paragraph 2 of Article III of the GATT 1994;
 - (ii) fee or other charge in connection with the importation commensurate with the cost of services rendered; or
 - (iii) antidumping or countervailing duty;
- (g) “digital product” means a computer program, text, video, image, sound recording, or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically;¹
- (h) “electronic authentication” means the process or act of verifying the identity of a party to an electronic communication or transaction and ensuring the integrity of an electronic communication;
- (i) “electronic signature” means data in electronic form that is in, affixed to, or logically associated with an electronic document or message and that may be used to identify the signatory in relation to the electronic document or message and indicate the signatory’s approval of the information contained in the electronic document or message;²
- (j) “electronic transmission” or “transmitted electronically” means a transmission made using any electromagnetic means;
- (k) “enterprise” means any entity constituted or otherwise organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organization;
- (l) “enterprise of the other Party” means an enterprise which is constituted or otherwise organized under the law of the other Party and is engaged in substantive business operations in the territory of the other Party;
- (m) “existing” means in effect on the date of entry into force of this Agreement;

¹ A digital product does not include a digitized representation of a financial instrument, including money.

² For Japan, an electronic signature shall fulfill the requirement that such data can confirm that the information in the electronic document or message has not been altered.

- (n) “financial institution” means a financial intermediary or other enterprise that is authorized to do business and is regulated or supervised as a financial institution under the law of the Party in whose territory it is located;
- (o) “financial institution of the other Party” means a financial institution, including a branch, located in the territory of a Party that is controlled by a person of the other Party;
- (p) “financial market infrastructure” means a multi-participant system in which a covered financial service supplier participates with other financial service suppliers, including the operator of the system, used for the purposes of clearing, settling, or recording payments, securities, derivatives, or other financial transactions;
- (q) “financial service” means a 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

- (i) direct insurance (including co-insurance):
 - (A) life; and
 - (B) non-life;
- (ii) reinsurance and retrocession;
- (iii) insurance intermediation, such as brokerage and agency; and
- (iv) services auxiliary to insurance, such as consultancy, actuarial, risk assessment, and claim settlement services;

Banking and other financial services (excluding insurance)

- (v) acceptance of deposits and other repayable funds from the public;
- (vi) lending of all types, including consumer credit, mortgage credit, factoring, and financing of commercial transactions;
- (vii) financial leasing;

- (viii) all payment and money transmission services, including credit, charge and debit cards, travellers checks, and bankers drafts;
- (ix) guarantees and commitments;
- (x) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:
 - (A) money market instruments (including checks, bills, and certificates of deposits);
 - (B) foreign exchange;
 - (C) derivative products, including futures and options;
 - (D) exchange rate and interest rate instruments, including products such as swaps and forward rate agreements;
 - (E) transferable securities; and
 - (F) other negotiable instruments and financial assets, including bullion;
- (xi) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and supply of services related to these issues;
- (xii) money broking;
- (xiii) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository, and trust services;
- (xiv) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
- (xv) provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and
- (xvi) advisory, intermediation, and other auxiliary financial services on all the activities listed in subparagraphs (v) through (xv), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions, and on corporate restructuring and strategy;

- (r) “financial service computing facility” means a computer server or storage device for the processing or storage of information for the conduct of business within the scope of the license, authorization, or registration of a covered financial service supplier, but does not include a computer server or storage device of, or those used to access:
 - (i) financial market infrastructure;
 - (ii) exchanges or markets for securities or for derivatives such as futures, options, and swaps; or
 - (iii) non-governmental bodies that exercise regulatory or supervisory authority over covered financial service suppliers;
- (s) “financial service supplier of the other Party” means a person of a Party that supplies or seeks to supply a financial service within the territory of the other Party or to a person of the other Party;
- (t) “fraudulent and deceptive commercial activities” means those fraudulent and deceptive commercial practices that cause actual harm to consumers, or that pose an imminent threat of such harm if not prevented, for example:
 - (i) a practice of making misrepresentations of material fact, including implied factual misrepresentations, that cause significant detriment to the economic interests of misled consumers;
 - (ii) a practice of failing to deliver products or provide services to consumers after the consumers are charged; or
 - (iii) a practice of charging or debiting consumers’ financial, telephone, or other accounts without authorization;
- (u) “GATS” means the *General Agreement on Trade in Services*, set out in Annex 1B to the WTO Agreement;
- (v) “GATT 1994” means the *General Agreement on Tariffs and Trade 1994*, set out in Annex 1A to the WTO Agreement;
- (w) “government information” means non-proprietary information, including data, held by the central government;
- (x) “information content provider” means a person or entity that creates or develops, in whole or in part, information provided through the Internet or another interactive computer service;

- (y) “interactive computer service” means a system or service that provides or enables electronic access by multiple users to a computer server;
- (z) “investor of the other Party” means a natural person of the other Party or an enterprise of the other Party, that seeks to make, is making, or has made, an investment in the territory of the Party;
- (aa) “measure” means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
- (bb) “natural person of the other Party” means a natural person who under the law of the other Party is a national of the other Party;
- (cc) “person” means a natural person or an enterprise;
- (dd) “personal information” means any information, including data, about an identified or identifiable natural person;
- (ee) “person of the other Party” means a natural person of the other Party or an enterprise of the other Party;
- (ff) “person of a Party” means a natural person or enterprise of a Party;
- (gg) “service supplied in the exercise of governmental authority” means any service that is supplied neither on a commercial basis nor in competition with one or more service suppliers;
- (hh) “tax convention” means a convention for the avoidance of double taxation or other international taxation agreement or arrangement;
- (ii) “taxes” and “taxation measure(s)” include excise duties, but do not include:
 - (i) a “customs duty” as defined in subparagraph (f) of this Article; or
 - (ii) the measures listed in subparagraphs (f)(ii) and (iii) of this Article;
- (jj) “unsolicited commercial electronic message” means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or other telecommunications service; and
- (kk) “WTO Agreement” means the *Marrakesh Agreement Establishing the World Trade Organization*, done at Marrakesh on April 15, 1994.

Article 2
Scope

1. This Agreement shall apply to measures adopted or maintained by a Party that affect trade by electronic means.
2. This Agreement shall not apply:
 - (a) to government procurement;
 - (b) to a service supplied in the exercise of governmental authority; or
 - (c) except for Article 20, to information held or processed by or on behalf of a Party, or measures related to that information, including measures related to its collection.

Article 3
General Exceptions

1. For the purposes of all provisions other than Article 21, paragraphs (a) through (c) of Article XIV of the GATS are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. For the purposes of Article 21, Article XX of the GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, *mutatis mutandis*.

Article 4
Security Exceptions

Nothing in this Agreement shall be construed to:

- (a) require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) preclude a Party from applying measures that it considers necessary for the fulfilment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 5
Prudential Exception and Monetary and Exchange Rate Policy Exception

1. Notwithstanding any other provisions of this Agreement, a Party shall not be prevented from adopting or maintaining measures for prudential reasons,³ including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or 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, they shall not be used as a means of avoiding the Party's commitments or obligations under those provisions.
2. Nothing in this Agreement 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.

Article 6
Taxation

1. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that convention shall prevail to the extent of the inconsistency.
3. Subject to paragraph 2:
 - (a) Article 8 shall apply to all taxation measures, other than those on income, on capital gains, on the taxable capital of corporations, on the value of an investment or property⁴ (but not on the transfer of that investment or property), or taxes on estates, inheritances, gifts, and generation-skipping transfers; and

³ The Parties understand that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial institutions or financial service suppliers as well as the safety, and financial and operational integrity of payment and clearing systems.

⁴ This is without prejudice to the methodology used to determine the value of such investment or property under the laws and regulations of each Party.

- (b) Article 8 shall apply to taxation measures on income, on capital gains, on the taxable capital of corporations, or on the value of an investment or property⁵ (but not on the transfer of that investment or property), that relate to the purchase or consumption of particular digital products, except that nothing in this subparagraph shall prevent a Party from conditioning the receipt or continued receipt of an advantage relating to the purchase or consumption of particular digital products on requirements to provide the digital product in its territory,

but nothing in Article 8 shall apply to:

- (c) any most-favored-nation obligation with respect to an advantage accorded by a Party pursuant to a tax convention;
- (d) a non-conforming provision of any existing taxation measure;
- (e) the continuation or prompt renewal of a non-conforming provision of any existing taxation measure;
- (f) an amendment to a non-conforming provision of any existing taxation measure to the extent that the amendment does not decrease its conformity, at the time of the amendment, with that Article;
- (g) the adoption or enforcement of any new taxation measure aimed at ensuring the equitable or effective imposition or collection of taxes, including any taxation measure that differentiates between persons based on their place of residence for tax purposes, provided that the taxation measure does not arbitrarily discriminate between persons, goods, or services of the Parties;⁶
- (h) a provision that conditions the receipt or continued receipt of an advantage relating to the contributions to, or income of, a pension trust, pension plan, superannuation fund, or other arrangement to provide pension, superannuation, or similar benefits, on a requirement that the Party maintain continuous jurisdiction, regulation, or supervision over that trust, plan, fund, or other arrangement; or
- (i) an excise duty on insurance premiums to the extent that the excise duty would, if levied by the other Party, be covered by subparagraph (d), (e), or (f).

⁵ This is without prejudice to the methodology used to determine the value of such investment or property under the laws and regulations of each Party.

⁶ The Parties understand that this subparagraph must be interpreted by reference to the footnote to subparagraph (d) of Article XIV of the GATS as if the latter subparagraph was not restricted to services or direct taxes.

Article 7 Customs Duties

Neither Party shall impose customs duties on electronic transmissions, including content transmitted electronically, between a person of a Party and a person of the other Party.

Article 8 Non-Discriminatory Treatment of Digital Products

1. Neither Party shall accord less favorable treatment to a digital product created, produced, published, contracted for, commissioned, or first made available on commercial terms in the territory of the other Party, or to a digital product of which the author, performer, producer, developer, or owner is a person of the other Party, than it accords to other like digital products.⁷
2. This Article does not apply to subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance.
3. For greater certainty, nothing in this Article prevents a Party from adopting or maintaining measures that limit the level of foreign capital participation in an enterprise engaged in the supply of broadcasting⁸.
4. With respect to intellectual property rights, paragraph 1 shall not apply to the extent of any inconsistency with the rights and obligations in any bilateral agreement between the Parties with respect to intellectual property or, if no such bilateral agreement exists, with the rights and obligations in any international agreement with respect to intellectual property to which both Parties are party.

Article 9 Domestic Electronic Transactions Framework

1. Each Party shall maintain a legal framework governing electronic transactions consistent with the principles of the *UNCITRAL Model Law on Electronic Commerce 1996*.

⁷ For greater certainty, to the extent that a digital product of a third country is a “like digital product”, it will qualify as an “other like digital product” for the purposes of this paragraph.

⁸ For the purposes of this paragraph, for Japan, “broadcasting” means the transmission of telecommunications with the aim of direct reception by the public (paragraph 1 of Article 2 of the *Broadcast Law* (Law No. 132 of 1950)) and does not include on-demand services including such services supplied over the Internet.

2. Each Party shall endeavor to:
 - (a) avoid unnecessary regulatory burden on electronic transactions; and
 - (b) facilitate input by interested persons in the development of its legal framework governing electronic transactions.

Article 10 Electronic Authentication and Electronic Signatures

1. Except as provided for under its laws and regulations, a Party shall not deny the legal validity of a signature solely on the basis that the signature is in electronic form.
2. Neither Party shall adopt or maintain any measure for electronic authentication or electronic signatures that would:
 - (a) prohibit parties to an electronic transaction from mutually determining the appropriate electronic authentication methods or electronic signatures for that transaction; or
 - (b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to electronic authentication or electronic signatures.
3. Notwithstanding paragraph 2, a Party may require that, for a particular category of transactions, the electronic authentication methods or electronic signatures meet certain performance standards or are certified by an authority accredited in accordance with its laws and regulations.

Article 11 Cross-Border Transfer of Information by Electronic Means

1. Neither Party shall prohibit or restrict the cross-border transfer of information, including personal information, by electronic means, if this activity is for the conduct of the business of a covered person.
2. Nothing in this Article shall prevent a Party from adopting or maintaining a measure inconsistent with paragraph 1 that is necessary to achieve a legitimate public policy objective, provided that the measure:
 - (a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and

- (b) does not impose restrictions on transfers of information greater than are necessary to achieve the objective.⁹

Article 12
Location of Computing Facilities

1. Neither Party shall require a covered person to use or locate computing facilities in that Party's territory as a condition for conducting business in that territory.
2. This Article does not apply with respect to covered financial service suppliers, which are addressed by Article 13.

Article 13
Location of Financial Service Computing Facilities for Covered Financial Service Suppliers

1. The Parties recognize that immediate, direct, complete, and ongoing access by a Party's financial regulatory authorities to information of covered financial service suppliers, including information underlying the transactions and operations of such covered financial service suppliers, is critical to financial regulation and supervision, and recognize the need to eliminate any potential limitations on that access.
2. Neither Party shall require a covered financial service supplier to use or locate financial service computing facilities in that Party's territory as a condition for conducting business in that territory, so long as the Party's financial regulatory authorities, for regulatory and supervisory purposes, have immediate, direct, complete, and ongoing access to information processed or stored on financial service computing facilities that the covered financial service supplier uses or locates outside the territory of the Party.¹⁰

⁹ A measure does not meet the conditions of this paragraph if it accords different treatment to data transfers solely on the basis that they are cross-border in a manner that modifies the conditions of competition to the detriment of a covered person.

¹⁰ For greater certainty, a Party may adopt or maintain a measure that is not inconsistent with this Agreement, including any measure consistent with Article 5.

3. Each Party shall, to the extent practicable, provide a covered financial service supplier with a reasonable opportunity to remediate a lack of access to information as described in paragraph 2 before the Party requires the covered financial service supplier to use or locate financial service computing facilities in the territory of the Party.¹¹

Article 14 Online Consumer Protection

1. The Parties recognize the importance of adopting and maintaining transparent and effective measures to protect consumers from fraudulent and deceptive commercial activities when they engage in digital trade.

2. Each Party shall adopt or maintain consumer protection laws to proscribe fraudulent and deceptive commercial activities that cause harm or potential harm to consumers engaged in online commercial activities.

Article 15 Personal Information Protection

1. Each Party shall adopt or maintain a legal framework that provides for the protection of the personal information of the users of digital trade.¹²

2. Each Party shall publish information on the personal information protections it provides to users of digital trade, including how:

- (a) natural persons can pursue remedies; and
- (b) an enterprise can comply with any legal requirements.

3. Recognizing that the Parties may take different legal approaches to protecting personal information, each Party should encourage the development of mechanisms to promote interoperability between these different regimes.

¹¹ For greater certainty, so long as a Party's financial regulatory authorities do not have access to information as described in paragraph 2 of this Article, the Party may require a covered financial service supplier to use or locate financial service computing facilities in the territory of the Party.

¹² For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as comprehensive privacy, personal information, or personal data protection laws, sector-specific laws covering privacy, or laws that provide for the enforcement of voluntary undertakings by enterprises relating to privacy.

4. The Parties recognize the importance of ensuring compliance with measures to protect personal information and ensuring that any restrictions on cross-border flows of personal information are necessary and proportionate to the risks presented.

Article 16 Unsolicited Commercial Electronic Messages

1. Each Party shall adopt or maintain measures regarding unsolicited commercial electronic messages that:

- (a) require suppliers of unsolicited commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages; or
- (b) require the consent, as specified in its laws and regulations, of recipients to receive commercial electronic messages.

2. Each Party shall provide recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 1.

Article 17 Source Code

1. Neither Party shall require the transfer of, or access to, source code of software owned by a person of the other Party, or the transfer of, or access to, an algorithm expressed in that source code, as a condition for the import, distribution, sale, or use of that software, or of products containing that software, in its territory.

2. This Article does not preclude a regulatory body or judicial authority of a Party from requiring a person of the other Party to preserve and make available¹³ the source code of software, or an algorithm expressed in that source code, for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure.

¹³ This making available shall not be construed to negatively affect the software source code's status as a trade secret, if such status is claimed by the trade secret owner.

Article 18
Interactive Computer Services¹⁴

1. The Parties recognize the importance of the promotion of interactive computer services, including for small and medium-sized enterprises, as vital to the promotion of digital trade.
2. To that end, other than as provided in paragraph 4, neither Party shall adopt or maintain measures that treat a supplier or user of an interactive computer service as an information content provider in determining liability for harms related to information stored, processed, transmitted, distributed, or made available by the service, except to the extent the supplier or user has, in whole or in part, created or developed the information.¹⁵
3. Neither Party shall impose liability on a supplier or user of an interactive computer service on account of:
 - (a) any action voluntarily taken in good faith by the supplier or user to restrict access to or availability of material that is accessible or available through its supply or use of the interactive computer services and that the supplier or user considers to be harmful or objectionable; or
 - (b) any action taken to enable or make available the technical means that enable an information content provider or other persons to restrict access to material that it considers to be harmful or objectionable.
4. Nothing in this Article shall:
 - (a) apply to any measure of a Party pertaining to intellectual property, including measures addressing liability for intellectual property infringement; or
 - (b) be construed to enlarge or diminish a Party's ability to protect or enforce an intellectual property right; or
 - (c) be construed to prevent:

¹⁴ For greater certainty, Article 18 is subject to Article 3, which, among other things, provides that, for the purposes of this Agreement, the exception for measures necessary to protect public morals pursuant to paragraph (a) of Article XIV of the GATS is incorporated into and made part of this Agreement, *mutatis mutandis*. The Parties agree that measures necessary to protect against online sex trafficking, sexual exploitation of children, and prostitution, such as U.S. Public Law 115-164, the *Allow States and Victims to Fight Online Sex Trafficking Act of 2017*, which amends the *Communications Act of 1934*, are measures necessary to protect public morals.

¹⁵ For greater certainty, a Party may comply with this Article through its laws or regulations or through existing legal doctrines applied through judicial decisions.

- (i) a Party from enforcing any criminal law; or
- (ii) a supplier or user of an interactive computer service from complying with a specific, lawful order of a law enforcement authority.

Article 19 Cybersecurity

1. The Parties recognize that threats to cybersecurity undermine confidence in digital trade. Accordingly, the Parties shall endeavor to:

- (a) build the capabilities of their respective competent authorities responsible for computer security incident response; and
- (b) strengthen existing collaboration mechanisms for cooperating to identify and mitigate malicious intrusions or dissemination of malicious code that affect electronic networks, and use those mechanisms to swiftly address cybersecurity incidents, as well as for the sharing of information for awareness and best practices.

2. Given the evolving nature of cybersecurity threats, the Parties recognize that risk-based approaches may be more effective than prescriptive regulation in addressing those threats. Accordingly, each Party shall endeavor to employ, and encourage enterprises within its territory to use, risk-based approaches that rely on consensus-based standards and risk management best practices to identify and protect against cybersecurity risks and to detect, respond to, and recover from cybersecurity events.

Article 20 Open Government Data

1. The Parties recognize that facilitating public access to and use of government information fosters economic and social development, competitiveness, and innovation.

2. To the extent that a Party chooses to make government information available to the public, it shall endeavor to ensure that the government information is in a machine-readable and open format and can be searched, retrieved, used, reused, and redistributed.

3. The Parties shall endeavor to cooperate to identify ways in which each Party can expand access to and use of government information that the Party has made public, with a view to enhancing and generating business opportunities, especially for small and medium-sized enterprises.

Article 21
Information and Communication Technology Goods
that Use Cryptography

1. For the purposes of this Article:
 - (a) “cipher” or “cryptographic algorithm” means a mathematical procedure or formula for combining a key with plaintext to create a ciphertext;
 - (b) “cryptography” means the principles, means, or methods for the transformation of data in order to conceal or disguise its content, prevent its undetected modification, or prevent its unauthorized use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables, or associated key management;
 - (c) “encryption” means the conversion of data (plaintext) through the use of a cryptographic algorithm into a form that cannot be easily understood without subsequent reconversion (ciphertext) and the appropriate cryptographic key;
 - (d) “information and communication technology good (ICT good)” means a product whose intended function is information processing and communication by electronic means, including transmission and display, or electronic processing applied to determine or record physical phenomena, or to control physical processes; and
 - (e) “key” means a parameter used in conjunction with a cryptographic algorithm that determines its operation in such a way that an entity with knowledge of the key can reproduce or reverse the operation, but an entity without knowledge of the key cannot.

2. This Article applies to ICT goods that use cryptography.¹⁶ This Article does not apply to:
 - (a) a Party’s law enforcement authorities requiring service suppliers using encryption they control to provide unencrypted communications pursuant to that Party’s legal procedures;
 - (b) the regulation of financial instruments;
 - (c) a requirement that a Party adopts or maintains relating to access to networks, including user devices, that are owned or controlled by the government of that Party, including those of central banks;

¹⁶ For greater certainty, for the purposes of this Article, an ICT good does not include a financial instrument.

- (d) a measure taken by a Party pursuant to supervisory, investigatory, or examination authority relating to financial institutions or financial markets; or
- (e) the manufacture, sale, distribution, import, or use of the ICT good by or for the government of the Party.

3. With respect to an ICT good that uses cryptography and is designed for commercial applications, neither Party shall require a manufacturer or supplier of the ICT good, as a condition of the manufacture, sale, distribution, import, or use of the ICT good, to:

- (a) transfer or provide access to any proprietary information relating to cryptography, including by disclosing a particular technology or production process or other information, for example, a private key or other secret parameter, algorithm specification, or other design detail, to the Party or a person in the territory of the Party;
- (b) partner or otherwise cooperate with a person in the territory of the Party in the development, manufacture, sale, distribution, import, or use of the ICT good; or
- (c) use or integrate a particular cryptographic algorithm or cipher.

Article 22

Amendment, Entry into Force, and Termination

1. The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force 30 days after the date on which the Parties have notified each other in writing of the approval of the amendment in accordance with their respective applicable legal procedures, or on such other date as the Parties may decide.

2. This Agreement shall enter into force 30 days after the date on which the Parties have notified each other in writing of the completion of their respective applicable legal procedures, or on such other date as the Parties may decide.

3. Either Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect four months after the date on which a Party has provided that written notice to the other Party, or on such other date as the Parties may decide.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington, District of Columbia, this seventh day of October, 2019 in the English and Japanese languages, both texts being equally authentic.

For the United States of America:

For Japan: