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PROPOSAL

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	31 January 2025
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 23 final - ANNEX
Subject:	ANNEX to the Proposal for a Council Decision on the conclusion, on behalf of the Union, of the Digital Trade Agreement between the European Union and the Republic of Singapore

Delegations will find attached document COM(2025) 23 final - ANNEX.

Encl.: COM(2025) 23 final - ANNEX

EUROPEAN
COMMISSION

Brussels, 31.1.2025
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ANNEX

ANNEX

to the

Proposal for a Council Decision

on the conclusion, on behalf of the Union, of the Digital Trade Agreement between the European Union and the Republic of Singapore

ANNEX

AGREEMENT ON DIGITAL TRADE

BETWEEN

THE EUROPEAN UNION

AND

THE REPUBLIC OF SINGAPORE

PREAMBLE

The European Union, hereinafter referred to as "the Union",

and

the Republic of Singapore, hereinafter referred to as "Singapore",

hereinafter jointly referred to as the "Parties" or individually referred to as a "Party",

BUILDING on their deep and longstanding partnership, based on the common principles and values reflected in the Partnership and Cooperation Agreement between the European Union and its Member States, on the one part, and the Republic of Singapore, of the other part, done at Brussels, Belgium, on 19 October 2018 (hereinafter referred to as the "Partnership and Cooperation Agreement"), by giving effect to its provisions on trade;

DESIRING to deepen the free trade area established by the Free Trade Agreement between the European Union and the Republic of Singapore, done at Brussels, Belgium, on 19 October 2018 (hereinafter referred to as the "Free Trade Agreement");

RECOGNISING the European Union-Singapore Digital Partnership (hereinafter referred to as the "Digital Partnership"), signed on 1 February 2023, as an initiative to promote cooperation between the Union and Singapore, in a variety of areas of the digital economy and to create opportunities for joint initiatives and efforts in new and emerging areas of the digital economy;

RECOGNISING the European Union-Singapore Digital Trade Principles, signed on 1 February 2023, as a key deliverable of the Digital Partnership, reflecting the Parties' joint commitment to an open digital economy and providing a common framework to boost digital trade;

ACKNOWLEDGING the importance of the digital economy and digital trade and that ongoing economic success depends on the combined ability of the Parties to harness technological advances to improve existing businesses, create new products and markets, and enhance daily life;

RECOGNISING the economic opportunities and the wider access to goods and services for businesses and consumers brought about by the digital economy and digital trade;

RESOLVED to deepen their economic relations in new and emerging areas, within the context of their bilateral preferential trade relations;

DESIRING to strengthen their bilateral preferential trade relationship as part of and in a manner coherent with their overall relations, and recognising that this Agreement together with the Free Trade Agreement will form a new climate and a free trade area conducive to the development of digital trade between the Parties;

RECOGNISING the importance of working together to shape digital rules and standards, and to facilitate interoperability in a trusted and secured manner, and promoting open, transparent, non-discriminatory and predictable regulatory environments for facilitating digital trade;

RESOLVED to facilitate a trusted and secure digital environment that promotes consumer and business interests and fosters public trust;

REAFFIRMING their commitment to the principles of sustainable development in the Free Trade Agreement, and sharing a vision of digital trade as a key enabler of sustainable development, in its economic, social and environmental dimensions;

RECOGNISING that digital trade contributes to the green and digital transformation of our economies and therefore considering that digital trade rules should be future-proofed and responsive to innovation and emerging technologies;

RECOGNISING that digital trade supports entrepreneurship and empowers all people and businesses of all sizes in the global economy by enhancing interoperability, innovation, competition, and access to information and communications technologies, notably for women entrepreneurs and micro, small and medium-sized enterprises, while promoting digital inclusion of groups and individuals that may disproportionately face barriers to digital trade;

RECOGNISING their interdependence on matters relating to the digital economy and, as leading online economies, their shared interest in protecting critical infrastructure and ensuring a safe and reliable Internet that supports innovation and economic and social development;

RECOGNISING the importance of transparency in international trade and investment, which is to the benefit of all stakeholders;

SEEKING to establish a modern and dynamic framework for cooperation that corresponds to the fast-paced and evolving digital economy and digital trade;

REAFFIRMING their right to regulate within their territories to achieve legitimate policy objectives;

COMPLEMENTING the Parties' international and regional leadership roles in the pursuit of ambitious benchmarks, rules and standards for the digital economy and digital trade;

REAFFIRMING their commitment to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having regard to the principles articulated in the Universal Declaration of Human Rights adopted by the General Assembly of the United Nations on 10 December 1948;

BUILDING upon their respective rights and obligations under the Agreement Establishing the World Trade Organization (hereinafter referred to as the "WTO Agreement"), done at Marrakesh, Morocco, on 15 April 1994, and other multilateral and bilateral agreements and instruments of cooperation relating to digital trade and the digital economy to which both Parties are party,

HAVE AGREED AS FOLLOWS:

CHAPTER ONE

GENERAL PROVISIONS

ARTICLE 1

Objective

The objective of this Agreement is to facilitate digital trade in goods and services between the Parties in accordance with the provisions of this Agreement. This Agreement shall be applied within the framework of the Partnership and Cooperation Agreement and shall, together with the Free Trade Agreement, form the free-trade area consistent with Article XXIV (Territorial Application _ Frontier Traffic _ Customs Unions and Free-trade Areas) of the General Agreement on Tariffs and Trade 1994 (hereinafter referred to as "GATT 1994") and Article V (Economic Integration) of the General Agreement on Trade in Services (hereinafter referred to as "GATS").

ARTICLE 2

Scope

1. This Agreement applies to measures of a Party affecting trade enabled by electronic means.

2. This Agreement does not apply to:

(a) audio-visual services;

(b) broadcasting services[1];

(c) information held or processed by or on behalf of a Party, or measures related to such information[2], including measures related to its collection, storage or processing, except as provided for in Article 16 (Open Government Data).

3. This Agreement does not apply to services[3] supplied or activities performed in the exercise of governmental authority.

4. For greater certainty, a measure that affects the supply of a service delivered or performed electronically is subject to the obligations contained in relevant provisions of Chapter Eight of the Free Trade Agreement, including Annex 8-A and Annex 8-B of the Free Trade Agreement, as well as any exceptions that are applicable to those obligations.

ARTICLE 3

Right to Regulate

The Parties reaffirm their right to regulate within their territories to achieve legitimate policy objectives, such as the protection of public health, social services, public education, safety, environment or public morals, social or consumer protection, privacy and data protection, and the promotion and protection of cultural diversity.

ARTICLE 4

[1] Broadcasting services refers to services as defined in Article 8.25 (Definitions), subparagraph (a) of the Free Trade Agreement.

[2] For greater certainty, such measures include those relating to systems, infrastructure or facilities used for the collection, storage or processing of such information.

[3] For the purposes of this Agreement, "service supplied in the exercise of governmental authority" has the same meaning as in GATS, including, where applicable, the GATS Annex on Financial Services.

Definitions

For the purpose of this Agreement:

(a) "commercial electronic message" means an electronic message which is sent for commercial purposes to an electronic address of a person through any telecommunications service that is offered to the public generally, comprising at least electronic mail, text and multimedia messages (SMS and MMS) and, to the extent provided for under the laws or regulations of a Party, other types of electronic messages;

(b) "consumer" means any natural person engaging in digital trade for other than professional purposes;

(c) "covered person" means, for the purpose of Article 5 (Cross-Border Data Flows):
  (i) natural person of a Party;
  (ii) an enterprise of a Party; or
  (iii) a shipping company established outside the Union or Singapore, and controlled by natural persons of a Member State of the Union or Singapore, whose vessels are registered in accordance with the respective legislation of a Member State of the Union or Singapore, and fly the flag of, a Member State or Singapore.

(d) "electronic authentication" means the process or act of verifying the identity of a party to an electronic communication or transaction, or ensuring the integrity of an electronic communication;

(e) "electronic invoicing" means the automated electronic creation, processing and exchange of an invoice between a seller and a buyer using a structured data format;

(f) "electronic invoicing framework" means a system that facilitates electronic invoicing;

(g) "electronic payments" mean the payer's transfer of a monetary claim on a person that is acceptable to the payee and made through electronic means, but does not include payment services of central banks involving settlement between financial service suppliers;

(h) "electronic signature" means data in electronic form that is in, affixed to, or logically associated with an electronic data message and that may be used to identify the signatory in relation to the data message and indicate the signatory's approval of the information contained in the data message;

(i) "electronic version" of a document means a document in an electronic format prescribed by a Party;

(j) "end-user" means a person who purchases or subscribes to an Internet access service from an Internet access service supplier;

(k) "enterprise" means a juridical person, a branch or a representative office;

(l) "enterprise of a Party" means, for the purpose of Article 5 (Cross-Border Data Flows), an enterprise that is constituted or otherwise organised under the law of a Party and, in the case of a juridical person, is engaged in substantive business operations in the territory of that Party[4];

(m) "financial service" means financial service as defined in Article 8.49(2) (Scope and Definitions), subparagraph (a) of the Free Trade Agreement;

(n) "government data" means data owned or held by any level of government and by non-governmental bodies in the exercise of powers conferred on them by any level of government;

(o) "juridical person" means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

[4] The Union understands that the concept of "effective and continuous link" with the economy of a Member State of the Union enshrined in Article 54 of the Treaty on the Functioning of the European Union (hereinafter referred to as "TFEU") is equivalent to the concept of "substantive business operations".

(p) "measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form;

(q) "measures of a Party" means any measures adopted or maintained by:
  (i) central, regional or local governments or authorities; and
  (ii) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

(r) "natural person of a Party" means a national of Singapore, or of one of the Member States of the Union[5], according to their respective legislation;

(s) "online service" means a service provided by electronic means without the parties being simultaneously present;

(t) "personal data" means any information relating to an identified or identifiable natural person;

(u) "territory" means with respect to each Party the area where this Agreement applies in accordance with Article 43 (Territorial Application);

(v) "unsolicited commercial electronic message" means a commercial electronic message that is sent without the consent of the recipient or despite the explicit rejection of the recipient;

(w) "WTO" means the World Trade Organization.

CHAPTER TWO

DIGITAL TRADE DISCIPLINES

[5] The term "natural person" includes natural persons permanently residing in Latvia who are not citizens of Latvia or any other state but who are entitled, under the laws and regulations of Latvia, to receive a non-citizen's passport (Alien's Passport).

SECTION A

DATA FLOWS WITH TRUST

ARTICLE 5

Cross-Border Data Flows

1. The Parties are committed to ensuring the cross-border transfer of data by electronic means where this activity is for the conduct of the business of a covered person.

2. To that end, a Party shall not adopt or maintain measures which prohibit or restrict the cross-border transfer of data set out in paragraph 1 by:

(a) requiring the use of computing facilities or network elements in the Party's territory for processing of data, including by imposing the use of computing facilities or network elements that are certified or approved in the territory of the Party;

(b) requiring the localisation of data in the Party's territory for storage or processing;

(c) prohibiting storage or processing of data in the territory of the other Party;

(d) making the cross-border transfer of data contingent upon use of computing facilities or network elements in the Party's territory or upon localisation requirements in the Party's territory; or

(e) prohibiting the transfer of data into the territory of the Party.

3. The Parties shall keep the implementation of this provision under review and assess its functioning within three years of the entry into force of this Agreement. A Party may at any time propose to the other Party to review the list of restrictions listed in paragraph 2, including if the other Party has agreed not to adopt or maintain other types of measures in addition to those listed in paragraph 2 in a future bilateral or multilateral agreement. Such request shall be accorded sympathetic consideration.

4. Nothing in this Article shall prevent a Party from adopting or maintaining a measure inconsistent with paragraph 2 to achieve a legitimate public policy objective[6], 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.[7]

ARTICLE 6

Personal Data Protection

[6] For the purpose of this Article, "legitimate public policy objective" shall be interpreted in an objective manner and shall enable the pursuit of objectives such as to protect public security, public morals, or human, animal or plant life or health, to maintain public order, to protect other fundamental interests of society such as social cohesion, online safety, cybersecurity, safe and trustworthy artificial intelligence, or protecting against the dissemination of disinformation, or other comparable objectives of public interest, taking into account the evolving nature of digital technologies and related challenges.

[7] For greater certainty, this provision does not affect the interpretation of other exceptions in this Agreement and their application to this Article and the right of a Party to invoke any of them.

1. The Parties recognise that individuals have a right to privacy and the protection of personal data and that high and enforceable standards in this regard contribute to trust in the digital economy and to the development of trade.

2. Each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of individuals.

3. In the development of its legal framework for the protection of personal data, each Party should take into account principles and guidelines developed by relevant international bodies or organisations, such as the principles referred to in the Joint Declaration on privacy and the protection of personal data[8], and the Organisation for Economic Co-operation and Development (hereinafter referred to as "OECD") Guidelines Governing the Protection of Privacy and Trans-Border Flows of Personal Data.

4. Each Party shall ensure that its legal framework under paragraph 2 provides non-discriminatory protection of personal data for natural persons.

5. Each Party shall publish information on the personal data protection it provides to individuals, including guidance on how:

(a) individuals can pursue remedies; and,

(b) enterprises can comply with legal requirements.

6. Each Party shall encourage transparency by enterprises in their territory with regard to their policies and procedures related to the protection of personal data.

7. Recognising that the Parties may take different legal approaches to protecting personal data, they should explore ways to increase convergence between these different regimes, including to facilitate cross-border data flows. This may include the recognition of regulatory outcomes, whether accorded autonomously or by mutual arrangement, broader international frameworks, or joint guidance on the utilisation of common cross-border data transfer mechanisms.

[8] Issued at the Forum for cooperation in the Indo-Pacific held in Paris on 22 February 2022.

8. The Parties shall endeavour to exchange information on the mechanisms referred to in paragraph 7 that are applied in their jurisdictions.

9. The Parties shall encourage the development of tools for businesses to demonstrate compliance with personal data protection standards and best practices.

10. The Parties shall endeavour to exchange information on and share experiences on the use of data protection compliance tools referred to in paragraph 9, and shall endeavour to promote convergence between each other's respective tools.

11. Nothing in this Agreement shall prevent a Party from adopting or maintaining measures under its respective legal framework referred to in paragraph 2 that it deems appropriate, including through the adoption and application of rules for the cross-border transfer of personal data, provided that the law of the Party provides for instruments enabling transfers under conditions of general application for the protection of the data transferred.

12. Each Party shall inform the other Party about any measures it adopts or maintains according to paragraph 11.

SECTION B

SPECIFIC PROVISIONS

ARTICLE 7

Customs Duties

The Parties shall not impose customs duties on electronic transmissions.

ARTICLE 8

No Prior Authorisation

1. A Party shall not require prior authorisation solely on the ground that a service is provided online, or adopt or maintain any other requirement having an equivalent effect.[9]

2. Paragraph 1 does not apply to telecommunications services, broadcasting services, gambling services, legal representation services, or services of notaries or equivalent professions to the extent that they involve a direct and specific connection with the exercise of public authority.

ARTICLE 9

Electronic Contracts

Except in circumstances otherwise provided for under its laws or regulations, a Party shall not deny the legal effect, legal validity or enforceability of an electronic contract[10] solely on the basis that the contract has been made by electronic means.

ARTICLE 10

Electronic Authentication and Electronic Signatures

[9] For greater certainty, a Party is not precluded from requiring prior authorisation for an online service, or from adopting or maintaining any other requirement having an equivalent effect, based on other policy grounds.

[10] For greater certainty, an electronic contract includes a contract made by interaction with an automated message system.

1. Except in circumstances otherwise provided for under its laws or regulations, a Party shall not deny the legal effect, legal validity, or admissibility as evidence in legal proceedings of an electronic signature solely on the basis that the signature is in electronic form.

2. No Party shall adopt or maintain measures that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate electronic authentication method or electronic signature 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 method of electronic authentication or the electronic signature is certified by an authority accredited in accordance with its law, or meets certain performance standards which should be developed through open and transparent processes and should only relate to the specific characteristics of the category of transactions concerned.

4. To the extent provided for under its laws or regulations, a Party shall apply paragraphs 1 to 3 to electronic seals, electronic time stamps and electronic registered delivery services.

5. The Parties shall encourage the use of interoperable electronic authentication.

ARTICLE 11

Source Code

1. Neither Party shall require the transfer of, or access to, the source code of software owned by a natural or juridical person of the other Party as a condition for the import, export, distribution, sale or use of such software, or of products containing such software, in or from its territory.

2. For greater certainty:

(a) Article 28 (Prudential Carve-Out), Article 29 (General Exceptions) and Article 30 (Security Exceptions) may apply to measures of a Party adopted or maintained in the context of a certification procedure;

(b) paragraph 1 does not apply to the voluntary transfer of, or granting of access to, source code of software by a natural or juridical person of the other Party on a commercial basis, such as in the context of a public procurement transaction or other freely negotiated contracts, or under open source licenses such as in the context of open source software; and

(c) paragraph 1 does not affect the right of regulatory, law enforcement or judicial bodies of a Party to require the modification of source code of software to comply with its laws or regulations that are not inconsistent with the Agreement.

3. Nothing in this Article shall affect:

(a) the right of regulatory authorities, law enforcement, judicial or conformity assessment bodies[11] of a Party to require the transfer of, or access to, source code of software, either prior to or following import, export, distribution, sale or use of such software, for investigation, inspection or examination, enforcement action or judicial proceeding purposes, to secure compliance with its laws or regulations pursuing legitimate public policy objectives[12], subject to safeguards against unauthorised disclosure;

(b) the requirements by a court, administrative tribunal, competition authority, or other relevant body of a Party to remedy a violation of competition law, or requirements pursuant to a Party's laws or regulations that are not inconsistent with the Agreement to provide proportionate and targeted access to the source code of software that is necessary to address

[11] For the purpose of this Article, "conformity assessment body" refers to a relevant governmental body or authority of a Party, or non-governmental body in the exercise of powers delegated by a governmental body or authority of the Party, carrying out the procedures of assessment of conformity with applicable laws or regulations of that Party.

[12] These may include those listed in footnote 6 to Article 5.4 (Cross-Border Data Flows).

barriers to entry in digital markets to ensure these markets remain competitive, fair, open and transparent;

(c) the protection and enforcement of intellectual property rights; or

(d) the right of a Party to take measures in accordance with Article 9.3 (Security and General Exceptions) of the Chapter on Government Procurement of the Free Trade Agreement, which shall apply *mutatis mutandis* to this Article.

ARTICLE 12

Online Consumer Protection

1. For the purposes of this Article, "misleading, fraudulent and deceptive commercial activities" include:

(a) making material misrepresentations, including implied factual misrepresentations or false claims as to matters, such as the qualities, price, suitability for purpose, quantity or origin of goods or services;

(b) advertising goods or services for supply without intention or reasonable capability to supply;

(c) failing to deliver goods or provide services to a consumer after the consumer is charged unless justified on reasonable grounds; and

(d) charging a consumer for goods or services not requested.

2. Each Party shall adopt or maintain measures, including laws and regulations, to proscribe misleading, fraudulent and deceptive commercial activities that cause harm or potential harm to consumers engaged in electronic commerce.

3. To protect consumers engaged in electronic commerce, each Party shall adopt or maintain measures that aim to ensure:

(a) that consumers are granted access to redress to claim their rights, including a right to remedies in cases where goods or services are paid and not delivered or provided as agreed;

(b) that suppliers of goods or services deal fairly and honestly with consumers;

(c) that suppliers of goods or services provide clear, complete, accurate and transparent information on those goods or services, including any terms and conditions of purchase; and

(d) the safety of goods during normal or reasonably foreseeable use.

4. To protect consumers engaged in electronic commerce, the Parties shall endeavour to adopt or maintain measures to ensure that suppliers provide clear, complete, accurate and transparent information on their identity and contact details.[13]

5. The Parties recognise the importance of entrusting their consumer protection agencies or other relevant bodies with adequate enforcement powers.

6. The Parties recognise the importance of cooperation between their respective consumer protection agencies or other relevant bodies, including the exchange of information and experience, as well as cooperation in appropriate cases of mutual concern regarding the violation of consumer rights in relation to electronic commerce in order to enhance online consumer protection, where mutually decided.

7. Each Party shall make publicly available and easily accessible its consumer protection laws and regulations.

8. The Parties recognise the importance of affording to consumers engaged in electronic commerce consumer protection at a level not less than that afforded to consumers engaged in other forms of commerce.

[13] In the case of intermediary service suppliers, this also includes the identity and contact details of the actual supplier of the good or the service.

9. Each Party shall promote access to, and awareness of, consumer redress mechanisms, including for consumers transacting cross-border.

ARTICLE 13

Unsolicited Commercial Electronic Messages

1. The Parties recognise the importance of promoting confidence and trust in electronic commerce, including through transparent and effective measures that limit unsolicited commercial electronic messages. To this end, each Party shall adopt or maintain measures that:

(a) require suppliers of commercial electronic messages to facilitate the ability of recipients who are natural persons to prevent ongoing reception of those messages; and

(b) require the consent, as specified in the laws or regulations of each Party, of recipients who are natural persons to receive commercial electronic messages.

2. Notwithstanding subparagraph 1(b), each Party shall allow those natural or juridical persons who have collected, in accordance with its law, the contact details of a recipient that is a natural person in the context of the supply of goods or services, to send commercial electronic messages to that user for their own similar goods or services.

3. Each Party shall ensure that commercial electronic messages are clearly identifiable as such, clearly disclose on whose behalf they are sent, and contain the necessary information to enable recipients who are natural persons to request cessation of those messages at any time and, to the extent provided for in a Party's laws and regulations, free of charge.

4. Each Party shall provide access to redress against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraphs 1 to 3.

5. The Parties shall endeavour to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

ARTICLE 14

Cooperation on Digital Trade Issues

1. The Parties affirm the Digital Partnership as the key framework for digital cooperation, including on areas of mutual interest, such as artificial intelligence, digital identities and data innovation.

2. The Parties shall exchange information on regulatory matters in the context of digital trade within the Parties' respective laws and regulations, which shall address the following:

(a) the recognition and facilitation of interoperable electronic authentication, and the feasibility of having a mutual recognition agreement on electronic signatures in the future;

(b) the treatment of unsolicited commercial electronic messages;

(c) the protection of consumers and digital platform workers;

(d) copyright legal frameworks relevant to the online environment; and

(e) any other matters relevant for the development of digital trade.

3. The Parties shall, where appropriate, cooperate and participate actively in international fora to promote the development of digital trade.

4. For greater certainty, this provision is without prejudice to the application of Article 6 (Personal Data Protection).

ARTICLE 15

Access to and Use of the Internet for Digital Trade

1. The Parties recognise the benefits of ensuring that, subject to their respective applicable policies, laws and regulations, end- users in their territories have the ability to:

(a) access and use applications and services of their choice, subject to reasonable network management that does not block or slow down traffic for competitive advantage[14];

(b) use end-user devices of their choice, provided that such devices do not harm the security of other devices, the network or services provided over the network; and

(c) access information on the network management practices of their Internet access service supplier.

2. For greater certainty, nothing in this Article shall prevent the Parties from adopting measures with the aim of protecting public safety with regard to users online.

ARTICLE 16

Open Government Data

1. For the purposes of this article, "metadata" means structural or descriptive information about data, such as the content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection or context.

[14] For the purposes of subparagraph 1(a), the Parties recognise that an Internet access service supplier that offers its subscribers certain content on an exclusive basis would not be acting contrary to this principle.

2. The Parties recognise that facilitating public access to and use of government data fosters economic and social development, competitiveness, productivity and innovation. To this end, Parties are encouraged to expand the coverage of such data, such as through engagement and consultation with interested stakeholders.

3. To the extent that a Party chooses to make government data digitally available for public access and use, it shall endeavour to ensure that such data is:

(a) made available in a machine-readable and open format;

(b) made available in a spatially-enabled format where relevant;

(c) in a format that allows it to be easily searched, retrieved, used, reused and redistributed;

(d) made available via reliable, user-friendly and freely available application programming interfaces;

(e) made available for reuse in full compliance with a Party's personal data protection rules;

(f) updated, as applicable, in a timely manner;

(g) accompanied by metadata that is, to the extent possible, based on commonly used formats that allow the user to understand and utilise the data; and

(h) made generally available at no or reasonable cost to the user.

4. To the extent that a Party chooses to make government data digitally available for public access and use, it shall endeavour to avoid imposing conditions that are discriminatory or that unduly prevent or restrict the user of such data from:

(a) reproducing, redistributing, or republishing the data;

(b) regrouping the data; or

(c) using the data for commercial and non-commercial purposes, including in the process of production of a new product or service.

5. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to and use of government data that the Party has made public, including exchanging information and experiences on practices and policies, with a view to enhancing and generating business and research opportunities, beyond its use by the public sector especially for small and medium-sized enterprises (hereinafter referred to as "SMEs").

ARTICLE 17

Electronic Invoicing

1. The Parties recognise the importance of electronic invoicing to improve cost-effectiveness, efficiency, accuracy and reliability of digital trade, including procurement through electronic means. Each Party recognises the benefits of ensuring that the systems used for electronic invoicing within its territory are interoperable with the systems used for electronic invoicing in the other Party's territory, and the importance of electronic invoicing standards as a key element to that end.

2. Each Party shall ensure that the implementation of measures related to electronic invoicing in its territory is designed to support cross-border interoperability between the Parties' electronic invoicing frameworks. To this end, the Parties shall, as appropriate, base their measures related to electronic invoicing on international frameworks, standards, guidelines or recommendations.

3. The Parties recognise the economic importance of promoting the global adoption of interoperable electronic invoicing frameworks. To this end, the Parties shall endeavour to share best practices and collaborate on promoting the adoption of interoperable systems for electronic invoicing.

4. The Parties shall endeavour to collaborate on initiatives which promote, encourage, support or facilitate the adoption of electronic invoicing by businesses. To this end, the Parties shall endeavour to:

(a) promote the existence of underlying policy, infrastructure and processes that support electronic invoicing; and

(b) generate awareness of, and build capacity for, electronic invoicing.

ARTICLE 18

Paperless Trading

1. With a view to creating a paperless border environment for trade in goods, the Parties recognise the importance of eliminating paper forms and documents required for import, export or transit of goods. To that end, each Party is encouraged to eliminate paper forms and documents, as appropriate, and transition towards using forms and documents in data-based formats.

2. Each Party shall endeavour to make publicly available forms and documents required for import, export or transit of goods available to the public in electronic format. For the purposes of this paragraph, the term "electronic format" includes formats suitable for automated interpretation and electronic processing without human intervention, as well as digitised images and forms.

3. Each Party shall endeavour to accept completed electronic versions of forms and documents required for import, export or transit of goods as the legal equivalent of paper versions of those forms and documents.

4. The Parties shall endeavour to cooperate bilaterally and in international fora to promote acceptance of electronic versions of forms and documents required for import, export or transit of goods.

5. In developing initiatives which provide for the use of paperless trading, each Party shall endeavour to take into account the methods agreed by international organisations.

6. Each Party recognises the importance of facilitating the exchange of electronic records used in commercial trading activities between businesses within its respective territory and in accordance with its laws and regulations.

ARTICLE 19

Single Window

1. The Parties recognise that single window systems facilitate trade, including digital trade, and reaffirm their commitment in Article 6.13 (Single Window) of the Free Trade Agreement to endeavour to develop or maintain single window systems to facilitate a single, electronic submission of all information required by customs and other legislation for the exportation, importation and transit of goods.

2. The Parties shall develop cooperation, such as by exchanging, where relevant and appropriate, through a structured and recurrent electronic communication between the customs authorities of the Parties, customs-related information as appropriate and in accordance with the laws and regulations of each Party, for the purposes of improving risk management and the effectiveness of customs controls, targeting goods at risk in terms of revenue collection or safety and security, and facilitating legitimate trade. The Committee on Customs established by Article 16.2 (Specialised Committees) of the Free Trade Agreement may, where it considers necessary, discuss matters, propose recommendations and adopt decisions for the purposes of implementing this Article.

ARTICLE 20

Electronic Transactions Framework

1. Each Party shall endeavour to adopt or maintain a legal framework governing electronic transactions that is consistent with the principles of the UNCITRAL Model Law on Electronic Commerce 1996.

2. Each Party shall endeavour to:

(a) avoid undue regulatory burden on electronic transactions; and

(b) facilitate input by interested persons in the development of its legal framework for electronic transactions.

3. The Parties recognise the importance of facilitating the use of electronic transferable records. To this end, each Party shall endeavour to adopt or maintain a legal framework that takes into account the UNCITRAL Model Law on Electronic Transferable Records 2017.

ARTICLE 21

Electronic Payments[15]

1. Noting the rapid growth of electronic payments, in particular those supplied by new electronic payments service suppliers, the Parties recognise:

(a) the benefit of supporting the development of safe, efficient, trustworthy, secure, affordable and accessible cross-border electronic payments by fostering the adoption and use of internationally accepted standards, promoting interoperability of electronic payments systems, and encouraging useful innovation and competition in electronic payments services;

[15] For greater certainty, nothing in this Article requires a Party to grant electronic payments service suppliers of the other Party not established in its territory access to payment services of central banks that involve settlement between financial service suppliers.

(b) the importance of upholding safe, efficient, trustworthy, secure and accessible electronic payments systems through laws and regulations that, where appropriate, account for the risks of such systems; and

(c) the importance of enabling the introduction of safe, efficient, trustworthy, secure, affordable and accessible electronic payments products and services in a timely manner.

2. To this end, each Party shall endeavour to:

(a) take into account, for relevant electronic payments systems, internationally accepted payment standards to enable greater interoperability between electronic payments systems;

(b) encourage financial service suppliers and electronic payments service suppliers to use open platforms and architectures and to make available, in compliance with applicable data protection rules, application programming interfaces of their financial products, services and transactions, to facilitate greater interoperability, competition, security and innovation in electronic payments, which may include partnerships with third-party providers, subject to appropriate risk management; and

(c) facilitate innovation and competition on a level playing field and the introduction of new financial and electronic payments products and services in a timely manner, such as through adopting regulatory and industry sandboxes.

3. Each Party shall make their respective laws and regulations on electronic payments, including those pertaining to regulatory approval, licensing requirements, procedures and technical standards, publicly available in a timely manner.

ARTICLE 22

Cybersecurity

1. The Parties recognise that threats to cybersecurity undermine confidence in digital trade.

2. The Parties recognise the evolving nature of cyber threats. In order to identify and mitigate cyber threats and thereby facilitate digital trade, the Parties shall endeavour to:

(a) build the capabilities of their respective national entities responsible for cybersecurity incident response; and

(b) collaborate to identify and mitigate malicious intrusions or dissemination of malicious code that affect electronic networks of the Parties, to address cybersecurity incidents in a timely manner, and to share information for awareness and best practices.

3. Noting the evolving nature of cyber threats and their negative impact on digital trade, the Parties recognize the importance of risk-based approaches in addressing such threats while minimizing trade barriers. Accordingly, to identify and protect against cybersecurity risks, detect cybersecurity events, and respond to and recover from cybersecurity incidents, each Party shall endeavour to use, and encourage enterprises within its jurisdiction to use, risk-based approaches that rely on risk management best practices and on standards developed in a consensus-based, transparent and open manner.

ARTICLE 23

Standards, Technical Regulations and Conformity Assessment Procedures

1. For the purpose of this Article, the definitions of Annex 1 to the Agreement on Technical Barriers to Trade (hereinafter referred to as the "TBT Agreement") shall apply *mutatis mutandis*.

2. The Parties recognise the importance and contribution of standards, technical regulations and conformity assessment procedures in fostering a well-functioning digital economy, and reducing barriers to digital trade by increasing compatibility, interoperability and reliability.

3. The Parties shall encourage their respective bodies to participate and cooperate in areas of mutual interest at international fora to which both Parties are party, to promote the development and

use of international standards relating to digital trade. In emerging areas of mutual interest in the digital economy**,** the Parties shall also endeavour to do so for services relevant to digital trade.

4. The Parties recognise that mechanisms which facilitate the cross-border recognition of conformity assessment results can facilitate digital trade. The Parties shall endeavour to avail themselves of such mechanisms, which include international recognition agreements on the acceptance of conformity assessment results by regulators. In emerging areas of mutual interest in the digital economy, the Parties shall also endeavour to do so for services relevant to digital trade.

5. To this end, in areas of mutual interest that are related to digital trade, the Parties shall endeavour or encourage their respective bodies to:

(a) identify and cooperate on joint initiatives in the field of standards, technical regulations and conformity assessment procedures; and

(b) co-operate with the private sector to develop a greater understanding of standards, technical regulations and conformity assessment procedures between the Parties, the industry and other relevant stakeholders.

6. The Parties acknowledge the importance of information exchange and transparency with regard to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures for digital trade and affirm their commitments under Article 4.8 (Transparency) of the Free Trade Agreement. In emerging areas of mutual interest in the digital economy, the Parties acknowledge the importance of information exchange and transparency with regard to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures for services relevant to digital trade and shall endeavour to, upon request and where appropriate, encourage their respective bodies to provide information on standards, technical regulations and conformity assessment procedures relating to services relevant to digital trade.

ARTICLE 24

Small and Medium-Sized Enterprises

1. The Parties recognise the fundamental role of SMEs in the Parties' bilateral trade and investment relations and the opportunities digital trade may offer for such entities.

2. The Parties recognise the integral role of stakeholders, including businesses, in the Parties' implementation of this Article.

3. With a view to enhancing opportunities for SMEs to benefit from this Agreement, the Parties shall endeavour to exchange information and best practices in leveraging digital tools and technology to improve SMEs' participation in digital trade opportunities.

ARTICLE 25

Digital Inclusion

1. The Parties recognise the importance of digital inclusion to ensure that all people and businesses have what they need to participate in, contribute to and benefit from the digital economy. To this end, the Parties recognise the importance of expanding and facilitating opportunities by removing barriers to participation in digital trade.

2. To this end, the Parties shall cooperate on matters relating to digital inclusion, including the participation in digital trade of people who may face disproportionate barriers to their participation in digital trade. Such cooperation may include:

(a) sharing of experiences and best practices, including exchanges between experts, with respect to digital inclusion;

(b) identifying and addressing barriers to accessing digital trade opportunities;

(c) sharing methods and procedures for developing datasets and conducting analysis in relation to the participation in digital trade of people who may face disproportionate barriers to their participation in digital trade; and

(d) any other areas as jointly agreed by the Parties.

3. Cooperation activities relating to digital inclusion may be carried out through the coordination, as appropriate, of the Parties' respective agencies and stakeholders.

4. The Parties shall participate actively at the WTO and in other international fora to promote initiatives for advancing digital inclusion in digital trade.

ARTICLE 26

Information Sharing

1. Each Party shall establish or maintain a free and publicly accessible digital medium containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) any additional information that a Party considers useful for SMEs' understanding of the benefits of this Agreement.

2. Each Party shall regularly review the information made available under this Article to ensure that the information and links are up-to-date and accurate.

3. To the extent possible, each Party shall endeavour to make the information made available under this Article available in English.

ARTICLE 27

Stakeholder Engagement

1. The Parties shall seek opportunities to promote the benefits of digital trade under this Agreement among stakeholders such as businesses, non-government organisations, academic experts and other stakeholders.

2. The Parties recognise the importance of stakeholder engagement and of promoting relevant initiatives and platforms within and between the Parties, as appropriate, within the context of this Agreement.

3. Where appropriate, the Parties may engage interested stakeholders such as businesses, non-government organisations and academic experts for the purposes of implementation efforts and further modernisation of this Agreement.

CHAPTER THREE

EXCEPTIONS, DISPUTE SETTLEMENT, INSTITUTIONAL, AND FINAL PROVISIONS

SECTION A

EXCEPTIONS

ARTICLE 28

Prudential Carve-Out

1. Nothing in this Agreement shall prevent a Party from adopting or maintaining measures for prudential reasons[16], such as:

(a) the protection of investors, depositors, policy-holders or persons to whom a fiduciary duty is owed by a financial service supplier; or

(b) ensuring the integrity and stability of a Party's financial system.

2. Where such 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 the Agreement.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to the affairs and accounts of individual consumers or any confidential or proprietary information in the possession of public entities.

ARTICLE 29

General Exceptions

Articles 2.14 (General Exceptions) and 8.62 (General Exceptions) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

ARTICLE 30

Security Exceptions

[16] It is understood that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial service supplier.

Article 16.11 (Security Exceptions) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

ARTICLE 31

Temporary Safeguard Measures on Capital Movements and Payments

Article 16.10 (Temporary Safeguard Measures on Capital Movements and Payments) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

ARTICLE 32

Taxation

Article 16.6 (Taxation) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

SECTION B

DISPUTE SETTLEMENT

ARTICLE 33

Dispute Settlement

The provisions of Chapter Fourteen (Dispute Settlement) of the Free Trade Agreement shall apply *mutatis mutandis* to any dispute that arises between the Parties concerning the interpretation and application of this Agreement.

ARTICLE 34

Mediation Mechanism

The provisions of Chapter Fifteen (Mediation Mechanism) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement and are without prejudice to the Parties' rights and obligations under Article 33 (Dispute Settlement).

ARTICLE 35

Transparency

By way of complement to the existing provisions in Chapter Fourteen of the Free Trade Agreement, each Party shall promptly make public:

(a) a request for consultations made pursuant to Article 14.3(2) (Consultations) of the Free Trade Agreement;

(b) a panel request made pursuant to Article 14.4(2) (Initiation of Arbitration Procedure) of the Free Trade Agreement;

(c) the date of establishment of a panel determined in accordance with Article 14.5(7) (Establishment of the Arbitration Panel) of the Free Trade Agreement, the time-limit for *amicus curiae* submissions determined pursuant to Rule 42 of Annex 14-A (Rules of Procedure for Arbitration) of the Free Trade Agreement, and the working language for the

panel proceedings determined in accordance with Rule 46 of Annex 14-A (Rules of Procedure for Arbitration) of the Free Trade Agreement;

(d) its submissions and statements provided in the panel proceedings, unless the Parties agree otherwise; and

(e) a mutually agreed solution reached pursuant to Article 14.15 (Mutually Agreed Solution) of the Free Trade Agreement.

SECTION C

INSTITUTIONAL PROVISIONS

ARTICLE 36

Institutional Provisions

1. Article 16.1 (Trade Committee) and Article 16.2(1) (Specialised Committees), subparagraph (d) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

2. The Committee on Trade in Services, Investment and Government Procurement established pursuant to Article 16.2(1), subparagraph (d) of the Free Trade Agreement shall be responsible for the effective implementation of this Agreement, with the exception of Article 19 (Single Window).

3. Article 8.64 (Committee on Trade in Services, Investment and Government Procurement) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

4. Articles 16.2(2), 16.2(3), 16.2(4), 16.3 (Evolving WTO Law), 16.4 (Decision-Making) and 16.5 (Amendments) of the Free Trade Agreement shall apply *mutatis mutandis* to this Agreement.

SECTION D

FINAL PROVISIONS

ARTICLE 37

Disclosure of Information

1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, would otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of particular enterprises, whether public or private.

2. Where a Party submits information to the Trade Committee, to the Committee on Customs or to the Committee on Trade in Services, Investment and Government Procurement which is considered as confidential under its laws and regulations, the other Party shall treat that information as confidential, unless the submitting Party agrees otherwise.

ARTICLE 38

Entry into Force

1. This Agreement shall be approved by the Parties in accordance with their own procedures.

2. This Agreement shall enter into force on the first day of the second month following that in which the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of this Agreement. The Parties may agree on another date.

ARTICLE 39

Duration

1. This Agreement shall be valid indefinitely.

2. A Party may notify in writing the other Party of its intention to terminate this Agreement.

3. This Agreement shall be terminated six months after the notification under paragraph 2.

4. Within 30 days of the delivery of a notification under paragraph 2, either Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than that provided for under paragraph 3. Such consultations shall commence within 30 days of a Party's delivery of such request.

ARTICLE 40

Fulfilment of Obligations

The Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.

ARTICLE 41

Relations with Other Agreements

1. This Agreement shall be an integral part of the overall relations between the Union and its Member States, of the one part, and Singapore, of the other part, as governed by the Partnership and Cooperation Agreement and the Free Trade Agreement, and shall form part of a common institutional framework. It constitutes a specific agreement giving effect to the trade provisions of the Partnership and Cooperation Agreement and, together with the Free Trade Agreement, forms the free trade area consistent with Article XXIV (Territorial Application_Frontier Traffic_Customs Unions and Free-trade Areas) of GATT 1994 and Article V (Economic Integration) of GATS.

2. The following Articles of the Free Trade Agreement shall cease to have effect and shall be superseded by the following Articles of this Agreement as provided:

(a) Article 8.54 (Data Processing) of the Free Trade Agreement is superseded by Article 5 (Cross-Border Data Flows) of this Agreement;

(b) Article 8.57(3) (Objectives) of the Free Trade Agreement is superseded by Article 5 of this Agreement;

(c) Article 8.57(4) of the Free Trade Agreement is superseded by Article 6 (Personal Data Protection) of this Agreement;

(d) Article 8.58 (Customs Duties) of the Free Trade Agreement is superseded by Article 7 (Customs Duties) of this Agreement;

(e) Article 8.60 (Electronic Signatures) of the Free Trade Agreement is superseded by Article 10 (Electronic Authentication and Electronic Signatures) of this Agreement; and

(f) Article 8.61 (Regulatory Cooperation on Electronic Commerce) of the Free Trade Agreement is superseded by Article 14 (Cooperation on Digital Trade Issues) of this Agreement.

3. For greater certainty, the Parties agree that nothing in this Agreement requires them to act in a manner inconsistent with their obligations under the WTO Agreement.

ARTICLE 42

No Direct Effect

For greater certainty, nothing in this Agreement shall be construed as conferring rights or imposing obligations on any persons, other than those rights and obligations created between the Parties under public international law.

ARTICLE 43

Territorial Application

This Agreement shall apply:

(a) with respect to the Union, to the territories in which the Treaty on European Union and the TFEU apply, under the conditions laid down in those Treaties; and

(b) with respect to Singapore, to its territory.

References to "territory" in this Agreement shall be understood in this sense, except as otherwise expressly provided.

ARTICLE 44

Authentic Texts

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese,

Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic.