DIGITAL PARTNERSHIP AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

Preamble

The Government of the Republic of Korea ("Korea") and the Government of the Republic of Singapore ("Singapore"), hereinafter referred to individually as a "Party" and collectively as "the Parties":

Recognising the Parties' common vision of enhancing free and open trade links through digital means to enable businesses and consumers to take advantage of digital opportunities;

Further recognising the fundamental role of small and medium-sized enterprises in maintaining dynamism and enhancing competitiveness in the digital economy;

Acknowledging the importance of facilitating the flow of data and strengthening consumer and business trust in the digital economy;

Recognising the need to foster an open, fair, and trusted enabling environment for the digital economy;

Acknowledging that the digital economy is evolving and therefore the rules governing the digital economy and the Parties' bilateral cooperation must also continue to evolve;

Committing to continued bilateral cooperation on the digital economy;

Affirming each Party's rights, obligations and undertakings in the World Trade Organization (WTO), and other multilateral, regional and bilateral agreements and arrangements concerning the digital economy,

Have agreed as follows:

ARTICLE 1
Objectives

The objectives of this Agreement are to:

(a) deepen bilateral relations and cooperation, and enhance the integration of the two economies of the Parties;

(b) support the growth of new areas of economic activity between the Parties, including digital cooperation;

(c) expand the scope of cooperation between the Parties on matters concerning the digital economy;

(d) establish new, relevant and transparent benchmarks that will support the growth and effective regulation of the digital economy;

(e) leverage emerging technologies to deepen the Parties' economic relationship;

(f) build on the Parties' constructive roles at multilateral and regional *fora* on digital trade; and

(g) facilitate greater business-to-business and research links between the Parties.

ARTICLE 2
General Definitions

For the purposes of this Agreement:

(a) "Agreement" means the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore; and

(b) "Korea-Singapore Free Trade Agreement" means the Free Trade Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore, done in Seoul on August 4, 2005.

ARTICLE 3
Amendment of the Korea-Singapore Free Trade Agreement

1. The Parties shall amend the Korea-Singapore Free Trade Agreement. In accordance with Article 22.4 (Amendments) of the Korea-Singapore Free Trade Agreement:

(a) the provisions of Chapter 14 (Electronic Commerce) of the Korea-Singapore Free Trade Agreement shall be replaced with the provisions set out in Annex A to this Agreement; and

(b) Chapter 12 (Financial Services) and Chapter 21 (Exceptions) of the Korea-Singapore Free Trade Agreement shall be amended as set out in Annex B to this Agreement.

2. The Parties shall enter into consultations to amend Chapter 9 (Cross-Border Trade in Services) and Chapter 10 (Investment) of the Korea-Singapore Free Trade Agreement, including their respective Annexes, within one year from the date of entry into force of this Agreement.

ARTICLE 4
Cooperation

Recognising the role of technical cooperation between the Parties in increasing and enhancing the opportunities provided by the digital economy, the Parties shall endeavour to cooperate on matters concerning the digital economy and shall also encourage their businesses, researchers and academics in their respective territories to

engage in this cooperation.

ARTICLE 5
Entry into Force

This Agreement shall enter into force thirty (30) days after the date of the later note of an exchange of written notifications, certifying the completion by each Party of the legal procedures necessary for the entry into force of this Agreement.

ARTICLE 6
Amendments

1. This Agreement may be amended by agreement in writing by the Parties and such amendments shall enter into force on such date or dates as may be agreed between the Parties.

2. For greater certainty, any subsequent amendments to the preamble, Chapter 12 (Financial Services) and Chapter 14 (Electronic Commerce) of the Korea-Singapore Free Trade Agreement shall be made in accordance with Article 22.4 (Amendments) of the Korea-Singapore Free Trade Agreement.

ARTICLE 7
Electronic Signature

This Agreement may be signed electronically by the Parties. For greater certainty, the Parties understand that the electronic signing of this Agreement shall carry the same weight and legal effect as affixing hand-signed wet-ink signatures on treaties under international law.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their governments, have signed this Agreement.

DONE, in duplicate, at Singapore on this 21st day of November, 2022, in the Korean and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA	FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
DUKGEUN AHN	TAN SEE LENG
Minister for Trade	Second Minister for Trade and Industry

ANNEX A

The provisions of Chapter 14 (Electronic Commerce) of the Korea-Singapore Free Trade Agreement shall be replaced with the provisions of Chapter 14 (Digital Economy) as follows:

CHAPTER 14
DIGITAL ECONOMY

Article 14.1: Definitions

For the purposes of this Chapter:

algorithm means a defined sequence of steps taken to solve a problem or obtain a result;

computing facilities means computer servers and storage devices for processing or storing information for commercial use but does not include computer servers or storage devices of or used to access financial market infrastructures;

covered enterprise means an enterprise of a Party that is owned or controlled, directly or indirectly, by a person of either Party;

covered person means a covered enterprise or a natural person of either Party;

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:

(a) charge equivalent to an internal tax imposed consistently with Article III:2 of GATT 1994;

(b) fee or other charge in connection with the importation commensurate

with the cost of services rendered; or

(c) anti-dumping or countervailing duty;

digital product means a computer programme, text, video, image, sound recording or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically;[14-1] [14-2]

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;

electronic invoicing means the automated creation, exchange and processing of a request for payment between a supplier and a buyer using a structured digital format;

electronic payments means a payer's transfer of a monetary claim acceptable to a payee made through electronic means;

electronic transmission or **transmitted electronically** means a transmission made using any electromagnetic means, including by photonic means;

electronic version of a document means a document in an electronic format prescribed by a Party;

existing means in effect on the date of entry into force of the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore;

financial market infrastructures means systems in which financial services suppliers participate with other financial services suppliers, including the operator of the system, used for the purposes of:

14-1 For greater certainty, "digital product" does not include a digitised representation of a financial instrument, including money.

14-2 The definition of "digital product" should not be understood to reflect a Party's view on whether trade in digital products through electronic transmission should be categorised as trade in services or trade in goods.

(a) clearing, settling or recording of payments, securities or derivatives; or

(b) other financial transactions;

financial service means financial service as defined in Article 12.15;

FinTech means the use of technology to improve and automate the delivery and use of financial services;

government information means non-proprietary information, including data, held by the central level of government;

personal information means any information, including data, about an identified or identifiable natural person;

sanitary or phytosanitary measure means sanitary or phytosanitary measure as defined in the *Agreement on the Application of Sanitary and Phytosanitary Measures*, set out in Annex 1A to the WTO Agreement;

trade administration documents means forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the import or export of goods; and

unsolicited commercial electronic messages mean electronic messages, which are sent to an electronic address of a person for commercial or marketing purposes without the consent of the recipient or despite the explicit rejection of the recipient.

Article 14.2: Scope

1. This Chapter shall apply to measures adopted or maintained by a Party that affect trade by electronic means or that, by electronic means, facilitate trade.

2. This Chapter shall not apply to:

(a) government procurement; or

(b) information held or processed on behalf of a Party or measures related to such information, including measures related to its collection.

3. Measures affecting the supply of a service delivered or performed electronically are subject to the obligations contained in the relevant provisions of Chapter 9 (Cross-Border Trade in Services), Chapter 10 (Investment) and Chapter 12 (Financial Services), including any exceptions or non-conforming measures set out in this Agreement that are applicable to those obligations.

4. Articles 14.6, 14.14, 14.15 and 14.16 shall not apply to:

(a) aspects of a Party's measures that do not conform with an obligation in Chapter 9 (Cross-Border Trade in Services), or Chapter 10 (Investment) to the extent that such measures are adopted or maintained in accordance with:

(i) Article 9.6 or Article 10.9; or

(ii) any exception that is applicable to that obligation; and

(b) aspects of a Party's measures to the extent that:

(i) they are not within the scope of the Party's specific commitments under Article 12.4;

(ii) any conditions and qualifications on national treatment or any terms, limitations and conditions on market access under Article 12.4 apply; or

(iii) any exceptions in Chapter 12 (Financial Services) apply.

Article 14.3: Disclosure of Information

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

confidential information, the disclosure of which would be contrary to its law, impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 14.4: Information Sharing

1. Each Party shall establish or maintain its own free, publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) information designed for SMEs and Startups that contains a description of the provisions in this Agreement.

2. Each Party shall include on its website, established or maintained in accordance with paragraph 1, links or information accessible through automated electronic transfer to:

(a) the equivalent websites of the other Party; and

(b) the websites of its own government agencies and other appropriate entities that provide information that the Party considers useful to any person interested in the implementation of this Agreement.

3. The information described in paragraph 2(b) may include information related to the following areas:

(a) customs regulations, procedures or enquiry points;

(b) regulations concerning data flows and data privacy;

(c) innovation and data regulatory sandboxes;

(d) regulations or procedures concerning intellectual property rights;

(e) technical regulations, standards, or conformity assessment procedures related to digital trade;

(f) sanitary or phytosanitary measures relating to importation or exportation;

(g) trade promotion programmes;

(h) government procurement opportunities; and

(i) financing programmes for SMEs and Startups.

4. Each Party shall regularly review the information and links on the website referred to in paragraphs 2 and 3 to ensure that the information and links are up-to-date and accurate.

Article 14.5: Customs Duties

1. 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.

2. For greater certainty, paragraph 1 shall not preclude a Party from imposing internal taxes, fees or other charges on content transmitted electronically, provided that such taxes, fees or charges are imposed in a manner consistent with this Agreement.

Article 14.6: Non-Discriminatory Treatment of Digital Products

1. Neither Party shall accord less favourable 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.

2. Paragraph 1 shall not apply to the extent of any inconsistency with the rights and obligations concerning intellectual property contained in another international agreement to which both Parties are party or with Chapter 17 (Intellectual Property).

3. The Parties understand that this Article does not apply to subsidies or grants provided by a Party including government-supported loans, guarantees and insurance.

4. This Article shall not apply to broadcasting.

Article 14.7: 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) or the United Nations Convention on the Use of Electronic Communications in International Contracts, done at New York, November 23, 2005.

2. Each Party shall endeavour to:

(a) avoid any unnecessary regulatory burden on electronic transactions;

(b) adopt the UNCITRAL Model Law on Electronic Transferable Records (2017); and

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

Article 14.8: Electronic Authentication and Electronic Signatures

1. Except in circumstances otherwise provided for under its law, 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 measures for electronic authentication that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods 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 authentication.

3. Notwithstanding paragraph 2, a Party may require that, for a particular category of transactions, the method of authentication meets certain performance standards or is certified by an authority accredited in accordance with its law.

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

Article 14.9: Logistics

1. The Parties recognise the importance of efficient cross border logistics which help lower the cost and improve the speed and reliability of supply chains.

2. The Parties shall endeavour to share best practices and general information regarding the logistics sector, including but not limited to the following:

(a) last mile deliveries, including on-demand and dynamic routing solutions;

(b) the use of electric, remote controlled and autonomous vehicles;

(c) facilitating the availability of cross-border options for the delivery of goods, such as federated lockers; and

(d) new delivery and business models for logistics.

Article 14.10: Electronic Invoicing

1. The Parties recognise the importance of electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions. Each Party also 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.

2. Each Party shall endeavour to ensure that the implementation of measures related to electronic invoicing in its territory supports cross-border interoperability between the Parties' electronic invoicing frameworks. To this end, each Party shall base its measures relating to electronic invoicing on international frameworks.

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

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

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

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

Article 14.11: Electronic Payments

1. To facilitate the rapid growth of electronic payments, in particular those provided by non-bank, non-financial institution and FinTech enterprises, the Parties recognise the importance of developing an efficient, safe and secure environment for cross-border

electronic payments, including by:

(a) fostering the adoption and use of internationally accepted standards for electronic payments;

(b) promoting interoperability and the interlinking of electronic payment infrastructures; and

(c) encouraging innovation and competition in electronic payments services.

2. To this end, each Party shall:

(a) make regulations on electronic payments, including in relation to regulatory approval, licensing requirements, procedures and technical standards, publicly available;

(b) endeavour to finalise decisions on regulatory or licensing approvals in a timely manner;

(c) not arbitrarily or unjustifiably discriminate between financial institutions and non-financial institutions in relation to access to services and infrastructure necessary for the operation of electronic payment systems;

(d) adopt, for relevant electronic payment systems, international standards for electronic payment messaging, for electronic data exchange between financial institutions and services suppliers to enable greater interoperability between electronic payment systems;

(e) facilitate the use of open platforms and architectures such as tools and protocols provided for through Application Programming Interfaces ("APIs") and encourage payment service providers to safely and securely make APIs for their products and services available to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(f) facilitate innovation and competition and the introduction of new financial and electronic payment products and services in a timely manner, such as through adopting regulatory and industry sandboxes.

3. In view of paragraph 1, the Parties recognise the importance of upholding safety, efficiency, trust and security in electronic payment systems through regulations, and that the adoption and enforcement of regulations and policies should be proportionate to the risks undertaken by the payment service providers.

Article 14.12: Paperless Trading

1. Each Party shall make publicly available, including through a process prescribed by that Party, electronic versions of all existing publicly available trade administration documents.

2. Whenever practicable, each Party shall provide electronic versions of trade administration documents referred to in paragraph 1 in English.

3. Each Party shall accept completed electronic versions of trade administration documents[14-3] as the legal equivalent[14-4] of paper documents.

4. Noting the obligations in the *WTO Trade Facilitation Agreement*, each Party shall establish or maintain a single window that enables persons to submit trade administration documents and data requirements for importation, exportation, or transit of goods through a single entry point to the participating authorities or agencies.

5. Each Party shall establish or maintain a seamless, trusted and secure interface with the other Party's single window to facilitate the exchange of data relating to trade administration documents, which may include:

(a) certificates of origin;

14-3 For greater certainty, "electronic version of trade administration documents" means trade administration documents provided in a machine-readable format.

14-4 This includes but is not limited to electronic Certificates of Origin for the purposes of claiming preferential tariff treatment provided for goods traded under the preferential trade agreements between the Parties.

(b) certificates of non-manipulation; and

(c) any other documents, as jointly determined by the Parties.[14-5]

6. The Parties shall endeavour to develop data exchange systems to support the exchange of data relating to the trade administration documents referred to in paragraph 5 between the competent authorities of each Party.

7. Each Party shall:

(a) hold all exchanged data referred to in paragraphs 5 and 6 strictly in confidence and grant at least the same level of such protection and confidentiality as that provided under the domestic law and legal system of the disclosing Party;

(b) provide exchanged data referred to in paragraphs 5 and 6 only to the customs authorities responsible and use the data solely for the purpose jointly determined by the Parties; and

(c) not disclose the exchanged data referred to in paragraphs 5 and 6 without the specific written permission of the disclosing Party.

8. Each Party recognises the importance of the exchange of electronic records used in commercial trading activities between enterprises within its territory. To this end, the Parties shall, where appropriate, facilitate the use and exchange of electronic records used in commercial cross-border trading activities of enterprises between their respective territories, including supporting the development of data exchange systems.

9. The Parties recognise that the data exchange systems referred to in paragraphs 6 and 8 should, as far as possible, be compatible and interoperable with each other. To this end, the Parties shall endeavour to work towards the development and adoption of internationally-recognised standards in the development and governance of the data

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14-5 The Parties shall provide public access to the list of trade administration documents referred to in this paragraph and make this information available online.

exchange systems.

10. The Parties shall cooperate and collaborate on initiatives which promote, encourage, support and/or facilitate the use and adoption of the data exchange systems referred to in this Article, including, but not limited to, through:

(a) sharing of information and experiences, including the exchange of best practices, in the area of development and governance of the data exchange systems; and

(b) collaboration on pilot projects in the development and governance of data exchange systems.

11. The Parties shall cooperate bilaterally and in international *fora* to promote acceptance of electronic versions of trade administration documents and electronic records used in commercial trading activities between enterprises.

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

Article 14.13: Express Shipments

1. The Parties recognise that electronic commerce plays an important role in increasing trade. To facilitate air express shipments, each Party shall ensure its customs procedures are applied in a manner that is predictable, consistent and transparent.

2. Each Party shall adopt or maintain expedited customs procedures for air express shipments while maintaining appropriate customs control and selection. These procedures shall:

(a) provide for information necessary to release an express shipment to be submitted and processed before the shipment arrives;

(b) allow a single submission of information covering all goods contained in an express shipment, such as a manifest, through, if possible, electronic means;[14-6]

(c) to the extent possible, provide for the release of certain goods with a minimum of documentation;

(d) under normal circumstances, provide for express shipments to be released within four hours of submission of the necessary customs documents, provided the shipment has arrived; and

(e) apply to express shipments of any weight or value, recognising that a Party may require formal entry procedures as a condition for release, including a declaration and supporting documentation and payment of customs duties, based on the good's weight or value.

3. If a Party does not provide the treatment in paragraphs 2(a) through (e) to all shipments, that Party shall provide a separate and expedited customs procedure that provides such treatment for air express shipments.

4. To the extent possible, each Party shall:

(a) set a *de minimis* value in its law below which it will not collect customs duties or taxes on shipments;

(b) not collect customs duties or taxes on shipments below its set value; and

(c) review, as appropriate, its set value, taking into account relevant factors such as rates of inflation, effect on trade facilitation, impact on risk management, administrative cost of collecting duties compared to the amount of duties, cost of cross-border trade transactions, impact on SMEs or other factors related to the collection of customs duties.

5. Paragraph 4 shall not apply to shipments of restricted or controlled goods, such as

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14-6 For greater certainty, additional documents may be required as a condition for release.

goods subject to import licensing or similar requirements.

Article 14.14: Cross-Border Transfer of Information by Electronic Means[14-17]

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means, provided that the requirements are not arbitrary or a disguised restriction on trade and are proportionate.

2. Neither Party shall prohibit or restrict the cross-border transfer of information by electronic means, including personal information, if this activity is for the conduct of business of a covered person.

3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 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 required to achieve the objective.

Article 14.15: Location of Computing Facilities

1. The Parties recognise that each Party may have its own regulatory requirements regarding the use of computing facilities, including requirements that seek to ensure the security and confidentiality of communications.

2. 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.

14-7 For greater certainty, this Article applies to a covered person that is a financial institution or financial service supplier of a Party (as defined in Chapter 12 (Financial Services)). The Parties understand that it is unnecessary to relate the sub-sectors in Annex 12A with this Article.

3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 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 the use or location of computing facilities greater than are required to achieve the objective.

4. This Article shall not apply with respect to a "financial institution" or a "financial service supplier of a Party", as defined in Article 12.15.

Article 14.16: Location of Computing Facilities for Financial Services

1. For the purposes of this Article, for a Party ("the relevant Party"):

covered financial person means:

(a) "financial institution", as defined in Article 12.15, including a branch, located in the territory of the relevant Party that is controlled by persons of either Party; or

(b) "financial service supplier of a Party", as defined in Article 12.15, that is subject to regulation, supervision, licensing, authorisation, or registration by a financial regulatory authority of the relevant Party.

2. The Parties recognise that immediate, direct, complete, and ongoing access by a Party's financial regulatory authorities to information of covered financial persons, including information underlying the transactions and operations of such covered financial persons, is critical to financial regulation and supervision, and recognise the need to ensure such access.

3. The Parties recognise that the ability of covered financial persons to aggregate,

store, process and transmit data across borders is critical to the development of the Parties' financial sectors. The Parties further recognise that the ability of covered financial persons to use data and technology comprehensively across borders to supply financial services offers a range of benefits, including enhanced risk management capabilities, increased efficiency and operational effectiveness, insights that support innovation, improved consumer welfare, and others.

4. To this end, the Parties shall endeavour to:

(a) share experiences and views relating to the development, adoption, and implementation of policies and rules that can allow the Party's financial regulatory authorities, for regulatory or supervisory purposes, to have immediate, direct, complete and ongoing access to information processed or stored on computing facilities that covered financial persons use or locate outside of the Party's territory, without the need for covered financial persons to use or locate computing facilities in the Party's territory as a condition for conducting business in that territory;

(b) identify, develop, and promote joint initiatives to facilitate covered financial persons to use or locate computing facilities outside of a Party's territory, as they may wish, for the conduct of business, as long as the Party's financial regulatory authorities, for regulatory or supervisory purposes, have immediate, direct, complete and ongoing access to information processed or stored on computing facilities that covered financial persons use or locate outside of the Party's territory.

Article 14.17: Personal Information Protection

1. The Parties recognise the economic and social benefits of protecting the personal information of persons who conduct or engage in electronic transactions and the contribution that such protection makes to enhancing consumer confidence in the digital economy and development of trade.

2. To this end, each Party shall adopt or maintain a legal framework that provides

for the protection of the personal information of persons who conduct or engage in electronic transactions. In the development of its legal framework for the protection of personal information, each Party shall take into account the principles and guidelines of relevant international bodies.[14-8]

3. The principles referred to in paragraph 2, based on the OECD Guidelines Governing the Protection of Privacy and Trans-border Flows of Personal Data, shall include: limitation on collection; data quality; purpose specification; use limitation; security safeguards; transparency; individual participation; and accountability.

4. Each Party shall adopt non-discriminatory practices in protecting persons who conduct or engage in electronic transactions from violations of personal information protection occurring within its territory.

5. Each Party shall publish information on the personal information protection it provides to persons who conduct or engage in electronic transactions, including how:

(a) a natural person can pursue remedies; and

(b) a business can comply with the legal requirements pertaining to personal information protection.

6. Recognising that the Parties may take different legal approaches to protecting personal information, each Party shall encourage the development of mechanisms to promote compatibility and interoperability between these different approaches. These mechanisms include:

(a) broader international and regional frameworks, such as the APEC Cross Border Privacy Rules;

(b) mutual recognition of comparable protection afforded by their respective legal frameworks, national trustmarks or certification frameworks; or

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14-8 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 data protection or privacy, or laws that provide for the enforcement of voluntary undertakings by enterprises relating to data protection or privacy.

(c) other avenues of transfer of personal information between the Parties.

7. The Parties shall endeavour to exchange information on how the mechanisms in paragraph 6 are applied in their respective jurisdictions and explore ways to extend these or other suitable arrangements to promote compatibility and interoperability between them.

8. The Parties recognise that the APEC Cross Border Privacy Rules System and/or APEC Privacy Recognition for Processors System are valid mechanisms to facilitate cross-border information transfers while protecting personal information.[14-9]

9. The Parties shall endeavour to jointly promote the adoption of common cross-border information transfer mechanisms, such as the APEC Cross Border Privacy Rules System.

Article 14.18: Information and Communication Technology Products that Use Cryptography

1. For the purposes of this Article:

cryptographic algorithm or **cipher** means a mathematical procedure or formula for combining a key with plaintext to create a ciphertext;

cryptography means the principles, means or methods for the transformation of data in order to hide its information content, prevent its undetected modification or prevent its unauthorised use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables, or associated key management;

encryption means the conversion of data ("plaintext") into a form that cannot be easily understood without subsequent re-conversion ("ciphertext") through the use of a cryptographic algorithm; and

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14-9 The Parties acknowledge that the APEC Cross Border Privacy Rules System does not displace or change a Party's laws and regulations concerning the protection of personal information.

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, while an entity without knowledge of the key cannot.

2. This Article shall apply to information and communication technology products that use cryptography.[14-10]

3. With respect to a product that uses cryptography and is designed for commercial applications, neither Party shall impose or maintain a technical regulation or conformity assessment procedure that requires a manufacturer or supplier of the product, as a condition of the manufacture, sale, distribution, import or use of the product, to:

(a) transfer or provide access to a particular technology, production process or other information, for example, a private key or other secret parameter, algorithm specification or other design detail, that is proprietary to the manufacturer or supplier and relates to the cryptography in the product, to the Party or a person in the Party's territory;

(b) partner with a person in its territory; or

(c) use or integrate a particular cryptographic algorithm or cipher, other than where the manufacture, sale, distribution, import or use of the product is by or for the government of the Party.

4. Paragraph 3 shall not apply to:

(a) requirements that a Party adopts or maintains relating to access to networks that are owned or controlled by the government of that Party, including those of central banks; or

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14-10 For greater certainty, for the purposes of this Article, a "product" is a good and does not include a financial instrument.

(b) measures taken by a Party pursuant to supervisory, investigatory or examination authority relating to financial institutions or markets.

5. For greater certainty, this Article shall not be construed to prevent a Party's law enforcement and regulatory authorities from requiring service suppliers using encryption they control to provide, in accordance with that Party's legal procedures, unencrypted communications.

Article 14.19: 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 to an algorithm expressed in that source code, as a condition for the import, distribution, sale or use of such software, or of products containing such software, in its territory.

2. This Article does not preclude a government agency, law enforcement agency, regulatory body or judicial authority ("Relevant Body") of a Party from requiring a person of the other Party to preserve or make available the source code of software, or an algorithm expressed in that source code, to the Relevant Body for an investigation, inspection, examination, enforcement action, or judicial or administrative proceeding,[14-11] subject to safeguards against unauthorised disclosure under the laws and regulations of the Party.

Article 14.20: Unsolicited Commercial Electronic Messages

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

(a) require a supplier of unsolicited commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;

14-11 Such disclosure 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.

(b) require the consent, as specified in the laws and regulations of that Party, of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

2. Each Party shall provide recourse against a supplier of unsolicited commercial electronic messages that does not comply with a measure adopted or maintained in accordance with paragraph 1.

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

Article 14.21: Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective measures to protect consumers from fraudulent and deceptive commercial activities, unfair contract terms and unconscionable conduct when they engage in electronic commerce.

2. For the purposes of this Article, fraudulent and deceptive commercial activities refer to those commercial practices that are fraudulent or deceptive and cause actual harm to consumers, or that pose a potential threat of such harm if not prevented. For example:

(a) making a misrepresentation of material fact, including an implied factual misrepresentation, that may cause significant detriment to the economic interests of a misled consumer;

(b) failing to deliver products or provide services to a consumer after the consumer is charged; or

(c) charging or debiting a consumer's financial, digital or other accounts without authorisation.

3. 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.

4. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border electronic commerce in order to enhance consumer welfare.

5. To this end, the Parties shall promote, as appropriate and subject to the laws and regulations of each Party, cooperation on matters of mutual interest related to fraudulent and deceptive commercial activities that cause actual harm to consumers, or that pose an imminent threat of such harm if not prevented, including in the enforcement of their consumer protection laws, with respect to online commercial activities.

6. The Parties recognise the benefits of mechanisms, including alternative dispute resolution, to facilitate the resolution of claims over electronic commerce transactions.

Article 14.22: Cybersecurity Cooperation

1. The Parties have a shared vision to promote secure digital trade to achieve global prosperity and recognise that cybersecurity underpins the digital economy.

2. The Parties further recognise the importance of:

(a) building the capabilities of their national entities responsible for computer security incident response;

(b) using existing collaboration mechanisms to co-operate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties; and

(c) workforce development in the area of cybersecurity, including through possible

initiatives relating to the training and development of youths, improving diversity and mutual recognition of qualifications.

Article 14.23: Online Safety and Security

1. The Parties recognise that a safe and secure online environment supports the digital economy.

2. The Parties recognise the importance of taking a multi-stakeholder approach to addressing online safety and security issues.

3. The Parties shall endeavour to cooperate to advance collaborative solutions to global issues affecting online safety and security.

Article 14.24: Principles on Access to and Use of the Internet for Electronic Commerce

Subject to their respective applicable policies, laws and regulations, the Parties recognise the benefits of consumers in their territories having the ability to:

(a) access and use services and applications of a consumer's choice available on the Internet, subject to reasonable network management;[14-12]

(b) connect the end-user devices of a consumer's choice to the Internet, provided that such devices do not harm the network; and

(c) access information on the network management practices of a consumer's Internet access service supplier.

Article 14.25: Data Innovation

14-12 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.

1. The Parties recognise that digitalisation and the use of data in the digital economy promote economic growth. To support the cross-border transfer of information by electronic means and promote data-driven innovation in the digital economy, the Parties further recognise the need to create an environment that enables and supports, and is conducive to, experimentation and innovation, including through the use of regulatory sandboxes where applicable.

2. The Parties shall endeavour to support data innovation through:

(a) collaborating on data-sharing projects, including projects involving researchers, academics and industry, using regulatory sandboxes as required to demonstrate the benefits of the cross-border transfer of information by electronic means;

(b) cooperating on the development of policies and standards for data portability; and

(c) sharing research and industry practices related to data innovation.

Article 14.26: Open Government Data

1. The Parties recognise that facilitating public access to and use of government information contributes to stimulating economic and social benefit, competitiveness, productivity improvements and innovation.

2. To the extent that a Party chooses to make government information available to the public, it shall endeavour to ensure:

(a) that the information is appropriately anonymised, contains descriptive metadata and is in a machine readable and open format that allows it to be searched, retrieved, used, reused and redistributed; and

(b) to the extent practicable, that the information is made available in a spatially enabled format with reliable, easy to use and freely available APIs and is

regularly updated.

3. The Parties shall endeavour 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 and research opportunities.

Article 14.27: Competition in the Digital Economy

1. Recognising that the Parties can benefit by sharing their experiences in enforcing competition law and in developing and implementing competition policies to address the additional challenges that arise from the digital economy, the Parties shall endeavour to:

(a) exchange information and share best practices on the competition policies and effective competition law enforcement activities to promote and protect a competitive environment in digital markets;

(b) ensure that the Parties' digital markets are open, contestable and efficient; and

(c) strengthen cooperation between the Parties by providing advice or training, including through the exchange of officials, in order to identify and mitigate anticompetitive practices in digital markets.

2. The Parties shall cooperate, as appropriate, on issues of competition law enforcement in digital markets, including through consultation and exchange of information.

Article 14.28: Artificial Intelligence

1. The Parties recognise that the use and adoption of Artificial Intelligence ("AI") technologies are becoming increasingly important within a digital economy offering significant social and economic benefits to natural persons and enterprises.

2. The Parties also recognise the importance of developing ethical governance frameworks for the trusted, safe and responsible use of AI technologies that will help realise the benefits of AI. In view of the cross-border nature of the digital economy, the Parties further acknowledge the benefits of ensuring that such frameworks are internationally aligned as far as possible.

3. To this end, the Parties shall endeavour to:

(a) collaborate on and promote the development and adoption of frameworks that support the trusted, safe, and responsible use of AI technologies ("AI Governance Frameworks"), through relevant regional, multilateral, and international *fora*;

(b) take into consideration internationally-recognised principles or guidelines when developing such AI Governance Frameworks; and

(c) cooperate through promoting dialogue and sharing experiences on regulations, policies and initiatives relating to the use and adoption of AI technologies.

Article 14.29: FinTech Cooperation

The Parties shall promote cooperation between the FinTech industries of the Parties. The Parties recognise that effective cooperation regarding FinTech will require involvement of businesses. To this end, the Parties shall:

(a) promote development of FinTech solutions for business or financial sectors; and

(b) encourage collaboration of entrepreneurship or startup talent in FinTech between the Parties, consistent with the laws and regulations of the respective Parties.

Article 14.30: Digital Identities

1. Recognising that the cooperation of the Parties on digital identities, individual or corporate, will increase regional and global connectivity, and recognising that each Party may have different implementations of, and legal approaches to, digital identities, each Party shall endeavour to promote the interoperability between their respective regimes for digital identities. This may include:

(a) the establishment or maintenance of appropriate frameworks to foster technical interoperability or common standards between each Party's implementation of digital identities;

(b) the recognition of each Party's digital identities and their legal effects, whether accorded autonomously or by mutual agreement;

(c) the establishment or maintenance of broader international frameworks; and

(d) the exchange of knowledge and expertise on best practices relating to digital identity policies and regulations, technical implementation and security standards, and user adoption.

2. For greater certainty, nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 1 to achieve a legitimate public policy objective.

Article 14.31: Standards, Technical Regulations and Conformity Assessment Procedures for Digital Economy

1. 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 trade by increasing compatibility, interoperability, and reliability.

2. The Parties shall endeavour to participate and cooperate in areas of mutual interest at regional, multilateral or international *fora* that both Parties are party to, to promote

development of standards relating to the digital economy and adoption thereof, in accordance with the principles and procedures as below:

(a) Information and procedure regarding standards development shall be easily accessible, notified and communicated through established mechanisms to the members of standardising bodies;

(b) Standards development process should allow open and non-discriminatory participation to the extent practicable;

(c) The standards development process should ensure that adopted standards are impartial and coherent, and promote their application and dissemination; and

(d) The standardising bodies should continue their efforts and cooperate to maintain standards to be effective and relevant to the objectives and circumstances.

3. The Parties recognise that mechanisms which facilitate the cross-border recognition of conformity assessment results can support the digital economy. Such mechanisms include:

(a) voluntary arrangements between relevant conformity assessment bodies; and

(b) the use of regional or international recognition agreements or arrangements that both Parties are party to.

4. To this end, the Parties shall endeavour to:

(a) exchange information, share experiences and views, including cooperation on technical assistance / capacity building and dialogues relating to the development and application of standards, technical regulations and conformity assessment procedures that are related to the digital economy, on mutually determined terms and conditions;

(b) participate actively in regional, multilateral and international *fora* that both

Parties are party to, to develop standards that are related to the digital economy and to promote adoption thereof in the areas of mutual interest;

(c) identify, develop, and promote joint initiatives in the field of standards that are related to the digital economy;

(d) upon request of the other Party, give positive consideration to proposals for cooperation on matters of mutual interest on standards, technical regulations and conformity assessment procedures relating to the digital economy; and

(e) foster cooperation between governmental and non-governmental bodies of the Parties, on matters of mutual interest, including cross border research or test-bedding projects, to develop a greater understanding, between the Parties and industry, of standards, technical regulations and conformity assessment procedures.

5. 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 on the digital economy. Each Party shall endeavour to:

(a) upon request, provide information on standards, technical regulations and conformity assessment procedures relating to its digital economy, in print or electronically, within a reasonable period of time agreed by the Parties and, if possible, within 60 days; and

(b) upon request, provide, if already available, the full text or summary in English.

Article 14.32: SMEs and Startups

1. The Parties recognise the fundamental role of SMEs and Startups in maintaining dynamism and enhancing competitiveness in the digital economy.

2. With a view towards enhancing trade and investment opportunities for SMEs in the digital economy, the Parties shall endeavor to:

(a) exchange information and best practices in leveraging digital tools and technologies to improve the capabilities and market reach of SMEs and Startups;

(b) encourage participation by SMEs and Startups in online platforms and other mechanisms that could help SMEs and Startups link with international suppliers, buyers and other potential business partners; and

(c) foster close cooperation in digital areas that could help SMEs and Startups adapt and thrive in the digital economy.

Article 14.33: Cooperation

The Parties shall endeavour to:

(a) exchange information and share experiences on regulations, policies, and enforcement and compliance mechanisms regarding the digital economy, including in relation to:

(i) personal information protection;

(ii) online consumer protection, including means for consumer redress and building consumer confidence;

(iii) unsolicited commercial electronic messages;

(iv) security in electronic communications;

(v) electronic authentication; and

(vi) digital government and MyData;

(b) exchange information and share views on consumer access to products and services offered online between the Parties;

(c) participate actively in regional, multilateral, and international *fora* to promote the development of the digital economy; and

(d) encourage development by industry of methods of self-regulation that foster the digital economy, including codes of conduct, model contracts, guidelines and enforcement mechanisms.

Article 14.34: Stakeholder Engagement

1. The Parties shall seek opportunities to convene a Digital Economy Dialogue (the "Dialogue") at times agreeable to the Parties, to promote the benefits of the digital economy. The Parties shall promote relevant collaboration efforts and initiatives between the Parties through the Dialogue.

2. Where appropriate, and as may be agreed by the Parties, the Dialogue may include participation from other interested stakeholders, such as researchers, academics, industry and other stakeholders. The Parties may collaborate with such stakeholders in convening the Dialogue.

3. To encourage inclusive participation by the Parties' stakeholders and increase the impact of outreach, the Parties may consider organising the Dialogue in connection with, or as a part of, existing bilateral initiatives.

4. The Parties may consider relevant technical or scientific input, or other information arising from the Dialogue, for the purposes of implementation efforts and further modernisation of this Chapter.

ANNEX B

1. Paragraph 2 of Article 12.6 (Exceptions) of the Korea-Singapore Free Trade Agreement shall be replaced by the following:

"2. Nothing in this Chapter or Chapters 10 (Investment), 11 (Telecommunications), or 14 (Digital Economy) applies to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies. This paragraph shall not affect a Party's obligations under Article 9.15, 10.7 or 10.11."

2. Article 21.2 (General Exceptions) of the Korea-Singapore Free Trade Agreement shall be replaced by the following:

"1. Article XX of GATT is incorporated into and made part of this Agreement, for the purposes of:

(a) Chapters 3 (National Treatment and Market Access for Goods), 4 (Rules of Origin), 5 (Customs Procedures), 6 (Trade Remedies), and 14 (Digital Economy), except to the extent that a provision of those Chapters applies to services or investment; and

(b) Chapter 16 (Government Procurement), except to the extent that any of its provisions applies to services.

2. Subparagraphs (a), (b) and (c) of Article XIV of GATS are incorporated into and made part of this Agreement, for the purposes of:

(a) Chapters 3 (National Treatment and Market Access for Goods), 4 (Rules of Origin), 5 (Customs Procedures), 6 (Trade Remedies), and 14 (Digital Economy), to the extent that a provision of those Chapters applies to services;

(b) Chapter 9 (Cross Border Trade in Services);

(c) Chapter 10 (Investment);

(d) Chapters 11 (Telecommunication) and 12 (Financial Services); and

(e) Chapter 16 (Government Procurement), to the extent that a provision applies to services."

21 November 2022

Tan See Leng
Second Minister for Trade and Industry
Republic of Singapore

Dear Minister Tan:

I have the honour to confirm the following understanding reached between the representatives of the Government of the Republic of Korea and the Government of the Republic of Singapore during the course of negotiations regarding Article 14.6 (Non-Discriminatory Treatment of Digital Products) of Chapter 14 (Digital Economy) of the Korea-Singapore Free Trade Agreement attached as Annex A to the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore signed this day:

> "The Parties understand that nothing in Article 14.6.1 shall be construed to prevent the adoption or maintenance by a Party of measures affecting digital products involving content that could significantly do harm to the fundamental interests of the society, deemed necessary to protect public morals or to maintain public order, provided that such measures are not applied in a manner which would constitute a disguised restriction on trade.
>
> In interpreting the obligations of Article 14.6, the Parties understand that the non-discriminatory treatment of digital products shall be limited to National Treatment and not cover Most-Favoured-Nation Treatment."

I have the honour to propose that this letter and your letter in reply confirming that your Government shares this understanding shall constitute an integral part of the Korea-Singapore Free Trade Agreement.

Dukgeun Ahn
Minister for Trade
Republic of Korea

21 November 2022

Dukgeun Ahn
Minister for Trade
Republic of Korea

Dear Minister Ahn:

I have the honour to confirm receipt of your letter dated 21 November 2022 which reads as follows:

> *"I have the honour to confirm the following understanding reached between the representatives of the Government of the Republic of Korea and the Government of the Republic of Singapore during the course of negotiations regarding Article 14.6 (Non-Discriminatory Treatment of Digital Products) of Chapter 14 (Digital Economy) of the Korea-Singapore Free Trade Agreement attached as Annex A to the Digital Partnership Agreement between the Government of the Republic of Korea and the Government of the Republic of Singapore signed this day:*
>
> > *"The Parties understand that nothing in Article 14.6.1 shall be construed to prevent the adoption or maintenance by a Party of measures affecting digital products involving content that could significantly do harm to the fundamental interests of the society, deemed necessary to protect public morals or to maintain public order, provided that such measures are not applied in a manner which would constitute a disguised restriction on trade.*
> >
> > *In interpreting the obligations of Article 14.6, the Parties understand that the non-discriminatory treatment of digital products shall be limited to National Treatment and not cover Most-Favoured-Nation Treatment."*
>
> *I have the honour to propose that this letter and your letter in reply confirming that your Government shares this understanding shall constitute an integral part of the Korea-Singapore Free Trade Agreement."*

I have the further honour to confirm that the aforesaid understanding is shared by my Government and that this exchange of letters shall constitute an integral part of the Korea-Singapore Free Trade Agreement.

Tan See Leng
Second Minister for Trade and Industry
Republic of Singapore