

## **CHAPTER II TRADE IN SERVICES**

### *Article 2.1 Scope*

1. This Chapter applies to measures adopted or maintained by Parties affecting trade in services.
2. This Chapter shall not apply to:
  - (a) air transport services, measures affecting traffic rights, however granted, or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting:
    - (i) Aircraft Repair and Maintenance Services;
    - (ii) Selling and Marketing of Air Transport Services;
    - (iii) Computer Reservation System Services.
  - (b) government procurement;
  - (c) cabotage in maritime transport services;
  - (d) services supplied in the exercise of governmental authority in the territory of a Party;
  - (e) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance or other forms of State support; or
  - (f) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding citizenship, residence or employment on a permanent basis.
3. With regard to delivery of services through movement of natural persons mode, this Chapter shall be read in conjunction with the Chapter IV (Temporary Movement of Natural Persons).
4. New services shall be considered for possible incorporation into this Chapter on a mutually agreed basis or at the request of either

Party. The supply of services which is not technically or technologically feasible when this Agreement comes into force shall, when they become feasible, also be considered for possible incorporation on a mutually agreed basis or at the request of either Party<sup>1</sup>.

5. For greater certainty, Annex 2-1 (Telecommunications), Annex 2-2 (Transport and Logistics Services), Annex 2-3 (Financial Services), Annex 2-4 (Postal and Courier Services), Annex 2-5 (Health Services), Annex 2-6 (Tourism and Travel Services), Annex 2-7 (Computer and Related Services) are an integral part of this Chapter.

### *Article 2.2 Definitions*

For the purposes of this Chapter:

**“Aircraft Repair and Maintenance Services”** means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and does not include so-called “line maintenance”;

**“authorization”** means the permission to supply a service, resulting from a procedure an applicant must adhere to in order to demonstrate compliance with licensing requirements, qualification requirements or technical standards;

**“commercial presence”** means any type of business or professional establishment, including through

- (a) the constitution, acquisition or maintenance of a juridical person, or
- (b) the creation or maintenance of a branch or a representative office,

within the territory of a Party for the purpose of supplying a service;

**“Computer Reservation System Services”** means services

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<sup>1</sup> When incorporating a new service, both Parties shall enter into consultations, and such new service can only be incorporated if both Parties agree.

provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

**“measure”** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

**“measures by Parties”** means measures taken by:

- (a) central, regional or local governments and authorities; and
- (b) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

**“monopoly supplier of a service”** means any person, public or private, which in the relevant market of the territory of a Party is authorized or established formally or in effect by that Party as the sole supplier of that service;

**“natural person of a Party”** means a natural person who,

- (i) for the People's Republic of China, is a natural person who under the Chinese law is a national of the People's Republic of China; and
- (ii) for the Republic of Belarus, is a natural person who under the Belarusian law is a national of the Republic of Belarus;

**“qualification requirements”** means substantive requirements which a service supplier is required to fulfill in order to obtain certification or a licence;

**“sector of a service”** means,

- (a) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's Schedule of Specific Commitments in Annex I, or
- (b) otherwise, the whole of that service sector, including all of

its subsectors;

**“Selling and Marketing of Air Transport Services”** means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;

**“services”** includes any service in any sector except services supplied in the exercise of governmental authority;

**“service consumer”** means any person that receives or uses a service;

**“service of the other Party”** means a service which is supplied,

- (a) from or in the territory of that other Party, or in the case of maritime transport, by a vessel registered under the laws of that other Party, or by a person of that other Party which supplies the service through the operation of a vessel and/or its use in whole or in part; or
- (b) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

**“service supplier”** means any person that supplies a service<sup>2</sup>;

**“a service supplied in the exercise of governmental authority”** means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;

**“supply of a service”** includes the production, distribution,

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<sup>2</sup> Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such commercial presence be accorded the treatment provided for service suppliers in accordance with this Chapter. Such treatment shall be extended to the commercial presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory of a Party where the service is supplied.

marketing, sale and delivery of a service; and

**“trade in services”** means the supply of a service:

- (a) from the territory of one Party into the territory of the other Party;
- (b) in the territory of one Party to the service consumer of the other Party;
- (c) by a service supplier of one Party, through commercial presence in the territory of the other Party;
- (d) by a service supplier of one Party, through presence of natural persons of a Party in the territory of the other Party.

### *Article 2.3 Most-Favoured-Nation Treatment*

1. Without prejudice to measures taken in accordance with Article 2.7 (Recognition), and except as provided for in its List of Most-favoured-Nation Treatment Exemptions contained in its Schedule of Specific Commitments in Annex I, each Party shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of the other Party treatment no less favourable than the treatment it accords to like services and service suppliers of any non-Party<sup>3</sup>.
2. Treatment granted under other existing or future agreements concluded by a Party in accordance with Article V or Article V bis of the GATS shall not be subject to paragraph 1 of this Article.
3. If, after the entry into force of this Agreement, a Party concludes an agreement of the type referred to in paragraph 2 of this Article or any agreement on trade in services with a non-Party, the other Party may request consultations with the Party for the incorporation herein of treatment no less favorable than that provided under the aforesaid

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<sup>3</sup> For the purposes of this Article, the term “non-Party” shall not include the following WTO members within the meaning of the WTO Agreement: (1) Hong Kong, China; (2) Macao, China; and (3) Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei).

agreement. On such a request, the Parties shall promptly enter into consultations.

4. The provisions of this Chapter shall not be so construed as to prevent any Party from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones of services that are both locally produced and consumed.

#### *Article 2.4 Transparency*

1. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force, all relevant measures of general application which pertain to or affect the operation of this Chapter. International agreements pertaining to or affecting trade in services to which a Party is a signatory shall also be published.

2. Where publication as referred to in paragraph 1 of this Article is not practicable, such information shall be made otherwise publicly available.

3. If authorization for the supply of a service is required, each Party shall ensure that regulatory decisions, including the basis for such decisions, are promptly published or otherwise made available to all interested persons.

4. Each Party shall ensure that, where a licence is required, all measures relating to the licensing of suppliers of public networks or services are made publicly available, including:

- (a) the circumstances in which a licence is required;
- (b) all applicable licencing procedures;
- (c) the cost of, or fees for applying for, or obtaining, a licence;  
and
- (d) the period of validity of a licence.

5. Each Party shall, in accordance with its laws and regulations, ensure that, on request, an applicant receives reasons for the denial of, revocation of, refusal to renew, or the imposition or modification of conditions on, a licence. Each Party shall endeavour to provide, to the extent possible, such information in writing.

6. Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application or international agreements within the meaning of paragraph 1 of this Article. Each Party shall also establish one or more enquiry points to provide specific information to the other Party, upon request, on all such matters. Such enquiry points shall be established within two years from the date of entry into force of this Agreement. Enquiry points need not be depositories of laws and regulations.

#### *Article 2.5 Disclosure of Confidential Information*

Nothing in this Chapter shall require any Party to provide confidential information, the disclosure of which would 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 2.6 Domestic Regulation*

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

2. (a) Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, at the request of an affected service supplier, for the prompt review of, and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the

procedures in fact provide for an objective and impartial review.

(b) The provisions of subparagraph (a) of paragraph 2 of this Article shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

3. Where authorization is required for the supply of a service on which a specific commitment has been made, the competent authorities of a Party shall, within a reasonable period of time after the submission of an application considered complete under domestic laws and regulations, inform the applicant of the decision concerning the application. At the request of the applicant, the competent authorities of the Party shall provide, without undue delay, information concerning the status of the application.

4. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, the Parties shall develop any necessary disciplines. Such disciplines shall aim to ensure that such requirements are, inter alia:

- (a) based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) not more burdensome than necessary to ensure the quality of the service;
- (c) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

5. (a) In sectors in which a Party has undertaken specific commitments, pending the entry into force of disciplines developed in these sectors pursuant to paragraph 4 of this Article, the Party shall not apply licensing and qualification requirements and technical standards that nullify or impair such specific commitments in a manner which:



(i) does not comply with the criteria outlined in subparagraphs (a), (b) or (c) of paragraph 4 of this Article; and

(ii) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

(b) In determining whether a Party is in conformity with the obligation under subparagraph (a) of paragraph 5 of this Article, account shall be taken of international standards of relevant international organizations<sup>4</sup> applied by that Party.

6. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party.

7. If a Party requires authorization for the supply of a service, it shall ensure that its competent authorities:

(a) to the extent practicable, provide an indicative timeframe for processing of an application;

(b) to the extent practicable, ascertain without undue delay the completeness of an application for processing under the Party's domestic laws and regulations;

(c) if they consider an application complete for processing under the Party's domestic laws and regulations<sup>5</sup>, within a reasonable period of time after the submission of the application ensure that:

(i) the processing of the application is completed; and

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<sup>4</sup> The term "relevant international organizations" refers to international bodies whose membership is open to the relevant bodies of the Parties.

<sup>5</sup> Competent authorities may require that all information is submitted in a specified format to consider it "complete for processing".

- (ii) the applicant is informed of the decision concerning the application<sup>6</sup>, to the extent possible in writing<sup>7</sup>;
- (d) if they consider an application incomplete for processing under the Party's domestic laws and regulations, within a reasonable period of time, to the extent practicable:
  - (i) inform the applicant that the application is incomplete;
  - (ii) at the request of the applicant, identify the additional information required to complete the application, or otherwise provide guidance on why the application is considered incomplete; and
  - (iii) provide the applicant with the opportunity<sup>8</sup> to provide the additional information that is required to complete the application;

however, if none of the above is practicable, and the application is rejected due to incompleteness, ensure that they so inform the applicant within a reasonable period of time; and
- (e) if an application is rejected, to the extent possible, either upon their own initiative or upon request of the applicant, inform the applicant of the reasons for rejection and, if applicable, the procedures for resubmission of an application; an applicant should not be prevented from submitting another application<sup>9</sup> solely on the basis of a previously rejected application.

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<sup>6</sup> Competent authorities may meet this requirement by informing an applicant in advance in writing, including through a published measure, that lack of response after a specified period of time from the date of submission of an application indicates acceptance of the application or rejection of the application.

<sup>7</sup> "In writing" may include in electronic form.

<sup>8</sup> Such opportunity does not require a competent authority to provide extensions of deadlines.

<sup>9</sup> Competent authorities may require that the content of such an application has been revised.

8. The competent authorities of a Party shall ensure that authorization, once granted, enters into effect without undue delay, subject to applicable terms and conditions<sup>10</sup>.

9. Each Party shall ensure that the authorization fees<sup>11</sup> charged by its competent authorities are reasonable, transparent, based on authority set out in a measure, and do not in themselves restrict the supply of the relevant service.

### *Article 2.7 Recognition*

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of services suppliers, and subject to the requirements of paragraph 3 of this Article, a Party may recognize the education or experience obtained, requirements met, or licenses or certifications granted in a particular non-Party. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement with the non-Party concerned or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1 of this Article, whether existing or future, shall afford adequate opportunity for the other Party to negotiate its accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licenses, or certifications obtained or requirements met in that other Party's territory should be recognized.

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other Party and

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<sup>10</sup> Competent authorities are not responsible for delays due to reasons outside their competence.

<sup>11</sup> Authorization fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

non-Party in the application of its standards or criteria for the authorization, licensing or certification of services suppliers, or a disguised restriction on trade in services.

4. Wherever appropriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, Parties shall work in cooperation with relevant intergovernmental and non-governmental organizations towards the establishment and adoption of common international standards and criteria for recognition and common international standards for the practice of relevant services trades and professions.

#### *Article 2.8 Payments and Transfers*

1. Except in the circumstances envisaged in GATS Article XII, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund in accordance with the Articles of Agreement of the International Monetary Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under GATS Article XII, or at the request of the International Monetary Fund.

#### *Article 2.9 Monopolies and Exclusive Service Suppliers*

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's obligations under Article 2.3 (Most-Favoured-Nation Treatment) and specific commitments.

2. Where a Party's monopoly supplier competes, either directly or

through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. If a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraph 1 or 2 of this Article, that Party may request the other Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.

4. If, after the date of entry into force of this Agreement, a Party grants monopoly rights regarding the supply of a service covered by its specific commitments in its Schedule of Specific Commitments in Annex I, that Party shall notify the other Party no later than three months before the intended implementation of the grant of monopoly rights, and Article 2.16 (Modification of Schedules) shall apply.

5. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect, (a) authorizes or establishes a small number of service suppliers and (b) substantially prevents competition among those suppliers in its territory.

#### *Article 2.10 Business Practices*

1. Parties recognize that certain business practices of service suppliers, other than those falling under Article 2.9 (Monopolies and Exclusive Service Suppliers), may restrain competition and thereby restrict trade in services.

2. Each Party shall, at the request of the other Party, enter into consultations with a view to eliminating practices referred to in paragraph 1 of this Article. The Party addressed shall accord full and sympathetic consideration to such a request and shall cooperate through the supply of publicly available non-confidential

information of relevance to the matter in question. The Party addressed shall also provide other information available to the requesting Party, subject to its domestic law and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party.

#### *Article 2.11 Market Access*

1. With respect to market access through the modes of supply identified in Article 2.2 (Definitions), each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments in Annex I<sup>12</sup>.

2. In sectors where market-access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its Schedule of Specific Commitments in Annex I, are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;
- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of

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<sup>12</sup> If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to the definition of “trade in services” in subparagraph (a) of Article 2.2 (Definitions) and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital.

If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to the definition of “trade in services” in subparagraph (a) of Article 2.2 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

designated numerical units in the form of quotas or the requirement of an economic needs test;

- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

#### *Article 2.12 National Treatment*

1. In the sectors inscribed in its Schedule of Specific Commitments in Annex I, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.

2. A Party may meet the requirement of paragraph 1 of this Article by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.

### *Article 2.13 Additional Commitments*

Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 2.11 (Market Access) or 2.12 (National Treatment), including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of Specific Commitments in Annex I.

### *Article 2.14 Schedule of Specific Commitments*

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 2.11 (Market Access), 2.12 (National Treatment), and 2.13 (Additional Commitments) of this Chapter. With respect to sectors where such commitments are undertaken, each Schedule shall specify:

- (a) terms, limitations and conditions on market access;
- (b) conditions and qualifications on national treatment;
- (c) undertakings relating to additional commitments;
- (d) where appropriate the time-frame for implementation of such commitments; and
- (e) the date of entry into force of such commitments.

2. Measures inconsistent with both Articles 2.11 (Market Access) and 2.12 (National Treatment) shall be inscribed in the column relating to Article 2.11 (Market Access). In this case the inscription will be considered to provide a condition or qualification to Article 2.12 (National Treatment) as well.

3. Schedules of specific commitments shall be annexed to this Agreement and shall form an integral part thereof.

### *Article 2.15 Denial of Benefits*

Subject to prior notification and consultation, a Party may deny the benefits of this Chapter to a service supplier of the other Party:



- (a) to the supply of a service, if it establishes that the service is supplied from or in the territory of a non-Party;
- (b) if the service supplier is a juridical person:
  - (i) owned or controlled by persons of a non-Party or of the denying Party; and
  - (ii) has no substantive business operations in the territory of the other Party.
- (c) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:
  - (i) by a vessel registered under the laws of a non-Party, and
  - (ii) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party.

#### *Article 2.16 Modification of Schedules*

1. A Party (referred to in this Article as the “modifying Party”) may modify or withdraw any commitment in its Schedule of Specific Commitments in Annex I at any time after three years have elapsed from the date on which that commitment entered into force, provided that:

- (a) it notifies the other Party (referred to in this Article as the “affected Party”) of its intention to modify or withdraw a commitment no later than three months before the intended date of implementation of the modification or withdrawal; and
- (b) upon notification of a Party’s intent to make such modification, the Parties shall consult and attempt to reach agreement on the appropriate compensatory adjustment.

2. In achieving a compensatory adjustment, the Parties shall endeavour to maintain a general level of mutually advantageous

commitment that is not less favourable to trade than provided for in its Schedule of Specific Commitments in Annex I prior to such negotiations.

3. If agreement under subparagraph (b) of paragraph 1 of this Article is not reached between the modifying Party and the affected Party within three months, the affected Party may refer the matter to an arbitral tribunal in accordance with the procedures set out in Chapter IX (Dispute Settlement) or, where agreed between the Parties, to an alternative arbitration procedure.

4. The modifying Party may not modify or withdraw its commitment until it has made the compensatory adjustments in conformity with the findings of the arbitral tribunal in accordance with paragraph 3 of this Article.

5. If the modifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitral tribunal, the affected Party may modify or withdraw substantially equivalent benefits in conformity with the findings of the arbitral tribunal.

#### *Article 2.17 Security Exceptions*

Subparagraphs (a), (b) and (c) of paragraph 1 of GATS Article XIV bis shall apply *mutatis mutandis* to the provisions of this Chapter.

## **Annex 2-1 Telecommunications**

### *Article 1 Scope*

The following are definitions and principles on the regulatory framework for the basic telecommunications services.

### *Article 2 Definitions*

For the purposes of this Annex:

**“essential facilities”** means facilities of a public telecommunications transport network or public services that

- (a) exclusively or predominantly provided by a single or limited number of suppliers; and
- (b) cannot feasibly be economically or technically substituted in order to provide a service;

**“a major supplier”** is a supplier which has the ability to materially affect the terms of participation (having regard to price and supply) in the relevant market for basic telecommunications services as a result of:

- (c) control over essential facilities; or
- (d) use of its position in the market;

**“users”** means service consumers and service suppliers<sup>13</sup>.

## **Section I Competitive Safeguards**

### *Article 3 Prevention of anti-competitive practices in telecommunications*

Each Party shall adopt or maintain appropriate measures for the purpose of preventing suppliers who, alone or together, are a major supplier from engaging in or continuing anti-competitive practice.

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<sup>13</sup> Service suppliers – telecom operators and telecom service suppliers

#### *Article 4 Safeguards*

The anti-competitive practices referred to above shall include in particular:

- (a) engaging in anti-competitive cross-subsidization;
- (b) using information obtained from competitors with anti-competitive results; and
- (c) not making available to other services suppliers on a timely basis technical information on essential facilities and commercially relevant information which are necessary for them to provide services.

#### **Section II Interconnection**

This section applies to linking with suppliers providing public telecommunications transport networks or public services in order to allow the users of one supplier to communicate with users of another supplier and to access services provided by another supplier, where specific commitments are undertaken.

#### *Article 5 Interconnection to be Ensured*

According to its national legislation and technical requirements, each Party shall ensure that a major supplier in its territory provides interconnection for the facilities and equipment of suppliers of public telecommunications networks and services of the other Party at any technically feasible point in the network. Such interconnection is provided:

- (a) under non-discriminatory terms, conditions (including technical standards and specifications) and rates and of a quality no less favourable than that provided for its own like services or for like services of non-affiliated service supplier or for its subsidiaries or other affiliates;

- (b) in a timely fashion, on terms, conditions (including technical standards and specifications) and cost-oriented rates that are transparent, reasonable, having regard to economic feasibility, and sufficiently unbundled so that the supplier need not pay for network components or facilities that it does not require for the services to be provided; and
- (c) upon request, at points in addition to the network termination points offered to the majority of users, subject to charges that reflect the cost of construction of necessary additional facilities.

*Article 6 Public Availability of the Procedures for Interconnection Negotiations*

Each Party shall ensure that the procedures applicable for interconnection to a major supplier are made publicly available.

*Article 7 Transparency of Interconnection Arrangements*

Each Party shall ensure that a major supplier in its territory makes publicly available either its interconnection agreements or a reference interconnection offer.

*Article 8 Interconnection: Dispute Settlement*

Each Party shall ensure that a service supplier of the other Party requesting interconnection with a major supplier in its territory will have recourse, either:

- (a) at any time; or
- (b) after a reasonable period of time which has been made publicly known to an independent domestic body, which may be a regulatory body as referred to in section V (Independent regulators) below, to resolve disputes regarding appropriate terms, conditions and rates for interconnection within a reasonable period of time, to the extent that these have not been established previously.

### **Section III Universal Services**

Each Party has the right to define the kind of universal service obligation it wishes to maintain. Such obligations will not be regarded as anti-competitive per se, provided they are administered in a transparent, non-discriminatory and competitively neutral manner and are not more burdensome than necessary for the kind of universal service defined by the Party.

### **Section IV Public Availability of Licensing Criteria**

Where a license is required, the Party shall ensure that the following will be publicly available:

- (a) all the licensing criteria and the period of time normally required to reach a decision concerning an application for a license; and
- (b) the terms and conditions of individual licenses.

The reasons for the denial of a license will be made known to the applicant upon request.

### **Section V Independent Regulators**

Each Party shall ensure that its regulatory body is separate from, and not accountable to any supplier of basic telecommunications services. The decisions of and the procedures used by regulators shall be impartial with respect to all market participants.

### **Section VI Allocation and Use of Scarce Resources**

Each Party shall administer its procedures for the allocation and use of scarce resources in accordance with its national legislation.

## **Annex 2-2 Transport and Logistics Services**

### **Section I General Provisions**

#### *Article 1 Scope*

1. This Annex applies to measures affecting:
  - (a) trade in international road, water and rail transport and;
  - (b) trade in logistics services for road, water, rail and air transport.
2. Where applicable and subject to the disciplines of Article V of the GATT 1994 this Annex also covers transit traffic.
3. This Annex shall not apply to services falling within the scope of cabotage as defined in each Party's respective national legislation.

#### *Article 2 Definitions*

For the purposes of this Annex:

**“dry port”** means an inland facility connected to one or more modes of transport for the handling, storage and regulatory inspection of goods moving in international trade and the execution of applicable customs control and formalities;

**“international road transport”** means a laden or unladen journey undertaken by a vehicle, the point of departure and the point of arrival of which are in the territory of two different countries;

**“logistics services for road, water, rail and air transport”** means services classified under CPC 741, 742, 748 and 749 which are supplied in support of international road, water, rail and air transport services<sup>14</sup>;

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<sup>14</sup> For greater certainty, road, water and rail transport logistics services are services specified in a Party's Schedule of Specific Commitments in Annex I.

**“multi-modal transport”** means the carriage of goods by at least two different modes of transport, involving an international sea-leg, on the basis of a single transport document<sup>15</sup>;

**“multi-modal transport operator”** means the person on whose behalf the bill of lading/ or multi-modal transport document, or any other document evidencing a contract of multi-modal carriage of goods, is issued and who is responsible for the carriage of goods pursuant to the contract of carriage;

**“perishable goods”** means goods that rapidly decay due to their natural characteristics, in particular in the absence of appropriate storage conditions;

**“professional driver”** means an individual who acts as the steersman of a vehicle to provide road freight transport services who holds a valid driving license and if applicable a professional qualification license given by the competent authorities of the Parties;

**“swap body”** means the part of a vehicle which is intended to bear the load, has supports and, by means of a device which is part of the vehicle, may be detached from the vehicle and re-incorporated therein;

**“transit”** means entering the territory of a Party from one state, following the established route through the territory of that Party and leaving its territory to another state; and

**“vehicle”** means a commercial motor vehicle or a coupled combination of vehicles registered in a Party, used exclusively for the carriage of goods.

### *Article 3 Domestic Regulation*

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<sup>15</sup> For the purpose of this definition, single transport document shall refer to a document that permits customers to conclude a single contract with a shipping company from a point of loading in one country to a point of delivery in another country.



1. The Parties shall not adopt or maintain any administrative and technical requirements and procedures which could constitute a disguised restriction or have discriminatory effects on trade in services covered by this Annex.

2. In determining whether a Party is in conformity with paragraph 1 of this Article, account shall be taken of international standards applied by that Party. In cases where Parties apply measures that deviate from the above mentioned international standards, their standards shall be based on non-discriminatory, objective and transparent criteria.

#### *Article 4 Transparency*

1. Each Party shall make publicly available on internet, in a consolidated form, all relevant necessary information on conditions for the supply of services covered by this Annex.

2. The information referred to in paragraph 1 of this Article shall include, inter alia, laws and regulations pertaining to:

- (a) technical requirements such as weight and dimensions,
- (b) fees and charges,
- (c) border formalities,
- (d) traffic bans,
- (e) social regulations and environmental regulations,
- (f) penalties and fines.

3. Each Party shall promptly provide information on internet concerning any amendments, new regulations and international agreements affecting the supply of services covered by this Annex.

#### *Article 5 Perishable Goods*

Parties recognize the essential role of timely delivery of perishable goods to the market and with a view to preventing avoidable loss or

deterioration of perishable goods, each Party shall endeavor to ensure that their timely delivery is not impaired by any measure.

*Article 6 Access to and Use of Infrastructure and Services*

1. Each Party shall permit service suppliers of the other Party, under reasonable and non-discriminatory terms and conditions, the access to and use of the infrastructure and/or services necessary for the supply of these services including:

- (a) entry/exit of land border crossing points,
- (b) access to ports and dry ports,
- (c) use of infrastructure and services at roads, roadside facilities, ports, and dry ports, including cargo handling equipment, and
- (d) access to and use of logistics services for road, water, and rail, as specified in a Party's Schedule of Specific Commitments in Annex I.

2. Fees or charges imposed by a Party shall be set at a level commensurate with the cost of providing the infrastructure.

3. Each Party shall make its best efforts to ensure that infrastructure managed and operated by private entities on its territory are operated in a manner that is reasonable, timely, non-discriminatory and based on fair competition.

*Article 7 Supply of Multiple Logistics Services*

1. Subject to the terms, conditions and limitations set out in its Schedule of Specific Commitments in Annex I and its competition law, a Party shall not adopt or maintain measures that impede a supplier of logistics services to supply any other logistics services, road transport or water transport services, in its territory.

2. The Parties recognize the importance of avoiding to require separate licences for the supply of different logistics services. In case separate licences for the supply of different logistics services are

required, the Parties shall endeavour to ensure that the requirements of a particular licence are not in contradiction to the fulfilment of requirements of another licence.

#### *Article 8 Multimodal Transport Operations*

Parties shall not adopt or maintain any measure that would deny multimodal transport operators access to, and use of, road, rail, or inland waterways transport services and logistics services on reasonable and non-discriminatory terms and conditions for the purpose of carrying out multimodal transport operations, including the ability of the multimodal transport operator to arrange for the conveyance of its cargo on a timely basis, including priority over other cargo which has entered the port at a later date.

#### *Article 9 Cooperation on Transport and Logistics Services*

1. The Parties shall have a dialogue to supervise and review the implementation and operation of this Annex with a view to resolve any issues that may arise during its operation.
2. Such a dialogue could include an exchange of information or conducting joint studies and meetings on the Parties' domestic laws and regulations especially on fees and charges and best practices taking into account the evolution of transport and logistics services.
3. The Parties shall undertake appropriate forms of cooperation for decreasing the trade cost of services covered by this Annex.

### **Section II International Road Transport Services**

#### *Article 10 Passage Fees*

No Party shall impose any discriminatory passage fees.

#### *Article 11 Truck Waiting Areas*

Each Party shall ensure that truck waiting areas in its territory are organized on a non-discriminatory and a first come first served basis. Where applicable and economically feasible, each Party shall

endeavour to ensure that real-time information on the availability of parking areas is made easily accessible along main transport routes.

### *Article 12 Movement of Transport Equipments*

To the extent that cross-border movement and transit of equipment such as containers and swap bodies is required for the completion of international road transport services, such movement shall be permitted, without prejudice to customs duties and generally applicable administrative procedures. Such procedures shall be applied on a non-discriminatory basis and shall not be more burdensome than necessary.

### *Article 13 Specific Routes*

Requirements to follow specific routes shall be applied on a non-discriminatory basis.

### *Article 14 Mandatory Modes*

No Party may adopt or maintain any discriminatory measure that prevents service suppliers of the other Party to use their preferred mode of transport<sup>16</sup> and their preferred transporter whether private or public.

### *Article 15 Penalties and Fines*

1. Each Party shall ensure that penalties and fines charged by its competent authorities for an infringement are non-discriminatory.
2. Where possible, each Party shall ensure that the service suppliers are informed about the legal basis of the penalties and fines charged by its competent authorities, and the available appeal procedures.

### *Article 16 Financial Guarantees*

If the competent authority of a Party requires suppliers of services covered in this Annex to deposit a financial guarantee in order to

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<sup>16</sup> For further clarity, the preferred mode of transport includes continuation of the transport operation by road.

supply such services on its territory, it shall set such guarantee at a reasonable level having regard to the risk involved and shall release the guarantee in a reasonable time upon fulfillment of requirements by the service supplier.

#### *Article 17 Management and Operation of Infrastructure*

When a Party transfers the management and operation of a public infrastructure for services auxiliary to road freight transport, the competent authorities of each Party shall endeavor to rely on an open and transparent process that considers the overall public interest and to rely generally on market-based approaches. Each Party shall:

- (a) ensure that suppliers of the other Party are not prevented from participation in such processes;
- (b) conduct such process in a transparent and impartial manner;
- (c) avoid conflicts of interest.

#### *Article 18 Mutual Recognition of Documents*

For the purpose of international road transport, each Party shall recognize as valid the:

- (a) vehicle's certificates; and
- (b) driving licences of professional drivers;

duly issued by the competent authority of the other Party in accordance with the Convention on Road Traffic done at Vienna on 8 November 1968.

#### *Article 19 Procedures for Professional Drivers*

Professional drivers of a Party may stay in the territory of the other Party without a visa for a maximum period of 90 days in any 180-day period.

## Annex 2-3 Financial Services

### *Article 1 Scope and Definitions*

1. This Annex applies to measures by Parties affecting trade in financial services<sup>17</sup>.

2. For the purposes of this Annex:

**“financial services”** means any services of a financial nature offered by a financial service supplier of a Party. Financial services include the following activities:

(i) Insurance and insurance-related services:

- (a) direct insurance (including co-insurance): life; non-life;
- (b) reinsurance and retrocession;
- (c) insurance inter-mediation, such as brokerage and agency; and
- (d) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services; and

(ii) Banking and other financial services (excluding insurance):

- (a) acceptance of deposits and other repayable funds from the public;
- (b) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transactions;
- (c) financial leasing;
- (d) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

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<sup>17</sup> “Trade in financial services” shall be understood in accordance with the definition of trade in services contained in Article 2.2 (Definitions) of Chapter II (Trade in Services).

- (e) guarantees and commitments;
- (f) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:
  - i. money market instruments (including cheques, bills and certificates of deposits);
  - ii. foreign exchange;
  - iii. derivative products including, but not limited to, futures and options;
  - iv. exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
  - v. transferable securities; and
  - vi. other negotiable instruments and financial assets, including bullion;
- (g) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;
- (h) money broking;
- (i) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- (j) settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments;
- (k) provision and transfer of financial information, and financial data processing and related software; and

- (l) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (a) through (k), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

**“financial service supplier”** means any natural person or juridical person of a Party that seeks to provide or provides financial services and does not include a public entity;

**“new financial service”** means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of a Party but which is supplied in the territory of the other Party; and

**“public entity”** means:

- (i) a government, a central bank or a monetary authority of a Party or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or
- (ii) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions.

## *Article 2 Prudential Carve-Out<sup>18</sup>*

1. Notwithstanding any other provisions of this Agreement a Party shall not be prevented from adopting or maintaining measures for

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<sup>18</sup> Any measure which is applied to financial service suppliers established in a Party's territory that are not regulated and supervised by the financial supervisory authority of that Party would be deemed to be a prudential measure for the purposes of this Agreement. For greater certainty, any such measure shall be taken in line with this paragraph.



prudential reasons, which include, but are not limited to, the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial service supplier or to ensure the integrity and stability of the financial system.

2. Where measures referred to in paragraph 1 of this Article do not conform with the other provisions of this Agreement, they shall not be used as a means of avoiding that Party's commitments or obligations under such provisions.

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.

4. For greater certainty, a Party may require the registration of cross-border financial service suppliers of the other Party.

### *Article 3 Transparency*

1. The Parties recognize that transparent regulations and policies governing the activities of financial service suppliers are important in facilitating access of foreign financial service suppliers to, and their operations in, each other's markets. Each Party commits to promoting regulatory transparency in financial services.

2. To the extent practicable, each Party should allow reasonable time between publication of final regulations of general application and their effective date.

3. A Party's regulatory authority shall make an administrative decision on a complete application of a financial service supplier of the other Party relating to the supply of a financial service within 180 days, and shall notify the applicant of the decision without undue delay. An application shall not be considered complete until all relevant proceedings are conducted and all necessary information is received. Where it is not practicable for such a decision to be made within 180 days, the regulatory authority shall notify the

applicant without undue delay and shall endeavour to make the decision within a reasonable period of time thereafter.

#### *Article 4 Payment and Clearing Systems*

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

#### *Article 5 New Financial Services*

1. Each Party shall endeavour to permit a financial service supplier of the other Party established in its territory to supply any new financial service that it would permit its own financial service supplier to supply in accordance with its law in like situations, provided that the introduction of the new financial service does not require the adoption of a new law or amendment of an existing law.
2. Where an application is approved, the supply of the new financial services is subject to relevant licensing, institutional or juridical form, or other requirements of the approving Party.

#### *Article 6 Data Processing*

1. The Parties recognize that each Party may have its own regulatory requirements concerning the transfer of information and processing of information.
2. Each Party shall permit the transfer of information necessary for the ordinary business of a financial service supplier in its territory, to the extent and under the conditions provided for by the national legislation of the Party transferring such information, in electronic or other forms, to and from its territory for data processing.
3. Nothing in paragraph 2 of this Article prevents a regulatory authority of a Party, for regulatory or prudential reasons, from

requiring a financial service supplier in its territory to comply with its laws and regulations in relation to data management and storage and system maintenance, as well as to retain within its territory copies of records, provided that such requirements shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement.

4. Nothing in paragraph 2 of this Article restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts including in accordance with its laws and regulations, provided that such a right shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement.

5. Nothing in paragraph 2 of this Article shall be construed to require a Party to allow the cross-border supply or the consumption abroad of services in relation to which it has not made specific commitments.

#### *Article 7 Expedious Application Procedures*

1. If the competent authorities of a Party require additional information from the applicant in order to process its application, they shall notify the applicant without undue delay.

2. The competent authorities of each Party shall notify the applicant of the outcome of its application without delay after a decision has been taken. In case a decision is taken to deny an application, the reason for the denial shall, to the extent practicable, be made known to the applicant.

#### *Article 8 Dispute Settlement*

1. Disputes arising between the Parties on the interpretation or application of this Annex, as well as compliance with the obligations under it, shall be resolved through negotiations.

2. Arbitrators on an arbitral tribunal established in accordance with Chapter IX (Dispute Settlement) for disputes on prudential issues

and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

#### *Article 9 Recognition*

1. A Party may recognize prudential measures of a third Party in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement between that Party and the third Party, or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1 of this Article with a third party, whether at the time of entry into force of this Agreement or thereafter, shall afford adequate opportunity for the other Party to negotiate its accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the Parties to the agreement or arrangement. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that such circumstances exist.

## **Annex 2-4 Postal and Courier Services**

### *Article 1 Scope*

This Annex applies to postal and courier services classified in CPC 751.

### *Article 2 Regulatory Body*

Any authorities responsible for regulating postal and courier services shall be separate from, and not be accountable to any supplier of postal and courier services.

The decisions and procedures that the authority adopts shall be impartial with respect to all postal and courier service suppliers under its jurisdiction.

### *Article 3 Universal Service<sup>19</sup>*

Each Party has the right to define the kind of universal service obligation it wishes to adopt or maintain. Each Party that maintains a universal service obligation shall administer it in a transparent, non-discriminatory and competitively neutral manner.

No Party may require the supply of a postal service on a universal basis as a condition for an authorization or license to supply courier service.

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<sup>19</sup> “universal service” means the permanent provision of a postal service of specified quality at all points in the territory of a Party at affordable prices for all users.

## **Annex 2-5 Health Services**

### *Article 1 Scope*

This Annex applies to measures by Parties affecting mobility of consumers of healthcare services, health-related wellness services, health-related services to convalescent people and aesthetic medicine, excluding eligibility for benefits and rights or obligations under the domestic laws and regulations of a Party concerning its social security system for such services.

### *Article 2 Objectives*

Recognizing the particular nature of the services covered by this Annex and their social dimension and recognizing the right of patients to the protection of their personal data, this Annex aims to promote cooperation between the Parties on such services and to facilitate access of patients to safe and high-quality services.

### *Article 3 Movement of Outgoing Patients*

Subject to national laws and regulations, each Party shall facilitate its natural persons the entry and exit across the borders for healthcare and health-related purposes.

### *Article 4 Currency Restrictions*

1. Subject to Article 2.8 (Payments and Transfers) of Chapter II (Trade in Services), a Party shall not impose any restrictions on the amount of currency that its outgoing patients carry or spend for private expenditures during travels for healthcare or health-related purposes in the territory of the other Party.
2. Paragraph 1 of this Article shall not prevent a Party from adopting or maintaining quantitative limits or declaration requirements on the amount of cash currency (notes and coins) that a natural person is allowed to carry when going abroad.

### *Article 5 Provision of Information by Service Suppliers*

1. Each Party shall ensure that its suppliers of services covered by this Annex provide, according to its domestic laws and regulations, relevant information, through publications or on the Internet with a view to enable patients of the other Party to make an informed choice in selecting or accepting the service.
2. Each Party shall ensure that its service suppliers covered by this Annex provide patients with detailed invoices, as well as their licencing or registration, their liability insurance coverage or other means of protection with regard to professional liability.
3. Each Party shall ensure that its service suppliers covered by this Annex provide patients with a written or electronic medical record regarding healthcare or health-related treatment.
4. Parties shall provide its patients the information on terms of medical aid provision on the territory of the other Party, including their rights on the territory of the other Party, procedure for obtaining medical aid and paying for it in accordance with the national legislation.

### *Article 6 Complaints and Professional Liability of Service Suppliers*

Each Party shall ensure that transparent procedures and mechanisms are available under its domestic laws and regulations for patients who have suffered harm arising from healthcare and health-related services they received in its territory.

### *Article 7 Promotion Activities by Service Suppliers*

The Parties shall not adopt or maintain discriminatory measures on promotion, information, advertising and marketing by, or for, service suppliers of the other Party.

### *Article 8 Freedom to Cooperate*

Subject to their domestic laws and regulations, the Parties shall not restrict cooperation between their service suppliers and the service suppliers of the other Party.

### *Article 9 Protection of Personal Data*

1. The Parties recognize that personal health data is highly sensitive. Nothing in this Annex shall prevent a Party from adopting or maintaining measures for the protection of personal data.
2. Each Party shall provide in its domestic laws and regulations adequate level of protection of personal data of patients collected, received, stored or processed in its territory and in particular ensure that it is not transferred abroad without the explicit consent<sup>20</sup> of the patient, unless otherwise is envisaged in the national legislation.

### *Article 10 Participation in Programmes, Funds or Systems for the Treatment of Patients Abroad*

Without prejudice to Article 1 (Scope) of this Annex and the rights set out in Article 2.3 (Most-Favoured-Nation Treatment) of Chapter II (Trade in Services), in case a Party adopts a programme, a fund or a system for the treatment of its patients abroad:

- (a) it shall inform the other Party, and
- (b) the other Party may request consultations for participation in such programme, fund or system.

### *Article 11 Aftercare Treatment*

1. Each Party shall forward to the other Party, and make public, a list of recommended hospitals or treatment units within the territory of the other Party, in order to encourage the patients of the former Party to receive those treatment services in those hospitals or treatment units, if they wish to receive treatment abroad. Such list shall be for explanatory purposes only and shall not create any obligations for either Party.
2. The determination of the list referred to in Paragraph 1 of this Article may be based on, inter alia, the quality and safety,

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<sup>20</sup> The consent shall be given by the patient voluntarily and expressly on a fully informed basis.



professional liability, supervision and assessment of healthcare services and healthcare service providers, and the accessibility of hospitals for persons with disabilities.

3. Neither Party shall adopt or maintain measures aimed at preventing the aftercare of patients that have received treatment abroad.

### *Article 12 Definitions*

For the purposes of this Annex:

**“healthcare”** means human health services as defined in CPC 931 and provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices;

**“health professional”** means a doctor of medicine (both modern medicine and traditional Chinese medicine), a nurse responsible for general care, dental practitioner or a midwife as recognized by the national legislation of each Party;

**“healthcare provider”** means any natural or juridical person or any other entity legally providing healthcare on the territory of a Party;

**“medicinal product”** means any substance or combination of substances presented as having properties for treating or preventing disease in human beings; or any substance or combination of substances which may be used in or administered to human beings either with a view to restoring, correcting or modifying physiological functions by exerting a pharmacological, immunological or metabolic action, or to making a medical diagnosis;

**“medical device”** means any instrument, apparatus, appliance, software, material or other article, whether used alone or in

combination, together with any accessories, including the software intended by its manufacturer to be used specifically for diagnostic and/or therapeutic purposes and necessary for its proper application, intended by the manufacturer to be used for human beings for the purpose of:

- diagnosis, prevention, monitoring, treatment or alleviation of disease;

- diagnosis, monitoring, treatment, alleviation of or compensation for an injury or handicap;

- investigation, replacement or modification of the anatomy or of a physiological process;

- control of conception;

and which does not achieve its principal intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its function by such means;

**“medical records”** means all the documents containing data, assessments and information of any kind on a patient’s situation and clinical development throughout the care process;

**“patient”** means any natural person who seeks to receive or receives human health services; and

**“prescription”** means a prescription for a medicinal product or for a medical device issued by the health professional who is legally entitled to do so in the Party in which the prescription is issued.

### *Article 13 Transparency*

1. Each Party shall make publicly available information on:

- (a) applicable standards and guidelines on quality and safety, and supervision and assessment of suppliers of services covered by this Annex; and

- (b) rights of patients, available procedures and mechanisms to make complaints and seek remedies in its territory and other

legal and administrative dispute settlement procedures, including in the event of harm arising from treatment received.

2. Where it is not practicable to make such information publicly available, it shall be made available upon request to patients of the other Party.

#### *Article 14 Contact Points*

1. For the purpose of facilitating communication between the Parties on issues covered by this Annex, each Party shall designate a contact point.

2. The contact point of each Party referred to in paragraph 1 of this Article shall in particular:

- (a) recommend translation agencies for medical records, and publish the relevant information or specify the access to medical record translation services;
- (b) specify the list of recommended hospitals or treatment institutions and publish the relevant information;
- (c) facilitate the exchange of information between the Parties and cooperate with the contact point of the other Party;
- (d) provide the patients of the other Party the information concerning healthcare providers, standards and guidelines on quality and safety, supervision and assessment of healthcare providers, on which healthcare providers are subject to these standards and information on the accessibility of hospitals for persons with disabilities;
- (e) provide to its patients the details of the contact point of the other Party and ensure that the contact details are accessible through its website; and

- (f) provide all the information referred to in this Annex shall be easily accessible and shall be made available by electronic means and in English, as appropriate.

*Article 15 Relationship with other Agreements*

In the event of any inconsistency between the provisions of this Annex and of another Agreement, the provisions that are in favour of the patients shall prevail.

## **Annex 2-6 Tourism and Travel Services**

### *Article 1 Scope*

This Annex applies to measures by Parties affecting trade in tourism and travel services.

### *Article 2 Movement of Tourists*

Each Party shall facilitate its natural persons to travel freely out of its territory to the territory of the other Party for tourism purposes, in accordance with relative laws and regulations.

### *Article 3 Return in Case of Bankruptcy*

The Parties shall exchange information on existing mechanisms and practices with regard to helping the return to the country of origin of tourists in the event of bankruptcy or insolvency of an enterprise that organised their travel or transport, with a view to identifying any appropriate action to be undertaken.

### *Article 4 Currency Restrictions*

1. Subject to Articles 2.8 (Payments and Transfers) of Chapter II Trade in Services, no Party shall impose restrictions on the amount of currency that its natural persons carry or spend for private expenditures during travels for tourism purposes in the territory of the other Party.
2. Paragraph 1 of this Article shall not prevent a Party from adopting or maintaining quantitative limits or declaration requirements on the amount of cash currency (notes and coins) that travellers are allowed to carry with them during a border crossing.

### *Article 5 Confidentiality of Personal Data*

Each Party shall ensure that travellers from the other Party benefit from an adequate level of confidentiality of personal data, whether stored by electronic or other means.

### *Article 6 Travel Security Information and Warnings*

1. A Party issuing travel security information and warnings to its natural persons in respect of the security situation in the territory of the other Party shall, with a view to be as specific as possible according to best practices, endeavour to, inter alia:

(a) limit the scope of warnings, if applicable, to specific regions or locations;

(b) describe the type of risk; and

(c) recommend appropriate security measures to be taken.

2. A Party that has issued a travel security warning in respect of the other Party shall, upon request by that other Party, review the security situation in that other Party and update its warning accordingly. When the former Party considers that the circumstances that motivated the issuance of its warning do not longer exist, it shall withdraw the warning.

3. For the purposes of this Article, “travel security warning” means an announcement via internet sites or other mass media by an authority of a Party to its natural persons.

#### *Article 7 Letters of Credit*

Whenever a Party requires travel agencies or tour operators to provide letters of credit in connection with the supply of services, such requirement shall be on a national treatment basis.

#### *Article 8 Tourism Infrastructure and Sites*

1. Each Party shall endeavour to design and manage tourism infrastructure in such a way as to protect natural, cultural and archaeological heritage and preserve wildlife, endangered species and landscape, particularly in sensitive areas such as mountain areas, wetlands, forests, lakes and coastal areas.

2. Having due regard to paragraph 1 of this Article, each Party shall endeavour to ensure access to its places of interest for tourism. Each Party shall encourage opening privately-owned cultural properties

and monuments in its territory to public access, provided that requests for visiting these sites for tourism purposes are notified in advance so that required steps are taken for necessary permits for areas where restoration works are in progress, each Party shall inform relevant authorities in advance in order to make an assessment in terms of occupational health and safety.

#### *Article 9 Access to Services*

Each Party shall ensure that tourists from the other Party benefit from prompt access to existing local administrative services, emergency health services, and communication and legal services they may need during their touristic stay in its territory, as far as such services are available to the general public and subject to the terms and conditions applicable to incoming tourists.

#### *Article 10 Tourism Responsibility*

1. The Parties recognize the importance of, and shall facilitate, initiatives aiming at improving education and responsibility of tourists and tourism professionals regarding:

- (a) respect for local religion and customs;
- (b) protection of the environment and ecologically sensitive areas; and
- (c) preservation of natural, cultural and archaeological heritage;

including when that implies self-restraint and a lesser or less intensive use of relevant sites.

2. The Parties shall endeavour, through means available to them, to participate in, or contribute to, initiatives referred to in paragraph 1 of this Article.

3. Each Party shall adequately inform incoming and outgoing tourists about applicable laws and regulations regarding trafficking in protected species of animals and plants, antiques and other cultural property, drugs and prohibited substances.

4. Each Party shall adopt or maintain measures to prevent abuse of human beings and infringements of personal integrity, including when committed by its tourists abroad, and to raise awareness of outgoing and incoming tourists of the offensive nature of such behaviour. Each Party shall ensure that agencies and procedures are established or maintained which are available to victims and witnesses and which provide protection and assistance to identified victims of offences committed in its territory and assist them to defend their legitimate interests.

5. The Parties shall cooperate to contribute to the work in international organisations on the issues covered by this Article.

6. Each Party undertakes to encourage its suppliers of tourism and travel services to adopt codes of conduct, guidelines, self-regulation and related enforcement mechanisms to promote non-discriminatory practices regarding the issues addressed in this Article.

#### *Article 11 Research and Observation*

The Parties undertake to encourage:

- (a) exchange of researchers and information on tourism markets and management;
- (b) research and systematic observation relevant to tourism and its relationship with and impact on the environment, economy, society, culture, local population and creative economy; and
- (c) research on the effect of tourism activities on conservation in cultural heritage areas.

#### *Article 12 Training and Capacity Building*

Each Party shall consider favourably, account being taken of the possibilities and means available to them, requests by the other Party for training and capacity building in the tourism sector.



### *Article 13 Tourism Operators and Executives*

The Parties shall facilitate the exchange of experience of tourism operators and executives between them in conformity with each Party's domestic laws and regulations.

### *Article 14 Online Business Models and Sharing Economy*

1. The Parties shall exchange information on regulatory issues relevant to the practices of online business models and sharing economy in sectors of services covered by this Annex.
2. Such exchange should include information on the Parties' sectoral and horizontal domestic laws and regulations as well as on the implementation of such laws and regulations covering the issues referred to in paragraph 1 of this Article.

### *Article 15 Tourism Services Marketing*

The Parties recognize the importance and will contribute to the development of a common concept for the mutual attraction of tourists between the Parties, hold joint tourism forums in the People's Republic of China and the Republic of Belarus to increase the attractiveness of mutual tourism programs for travel companies and consumers of tourism services.

## **Annex 2-7 Computer and related services**

### *Article 1 Scope*

This Annex applies to measures affecting computer and related services, which is classified under CPC 84.

### *Article 2 Cooperation*

1. The Parties recognize the economic growth and opportunity provided by computer and related services, the importance of promoting its use and development, and the applicability of the WTO Agreement to measures affecting computer and related services.
2. The Parties agree to share information and experience on issues related to computer and related services, including, inter alia, laws and regulations, rules and standards, and best practices.
3. The Parties shall encourage cooperation in research and training activities to enhance the development of computer and related services.
4. The Parties shall encourage business exchanges, cooperative activities, and joint projects.
5. The Parties shall actively participate in regional and multilateral fora to promote the development of computer and related services in a cooperative manner.

### *Article 3 Protection of Personal Data*

1. Recognizing the importance of protecting personal data in computer and related services, each Party shall adopt or maintain measures which ensure the protection of personal data in computer and related services.
2. In the development of personal data protection standards, the Parties shall, to the extent possible, take into account international standards and the criteria of relevant international organizations.

#### *Article 4 Transparency*

Each Party shall:

- (a) maintain or establish appropriate mechanisms for responding to inquiries from interested persons of a Party regarding its laws and regulations relating to the subject matter of this Annex;
- (b) to the extent possible allow a reasonable period of time between publication of laws and regulations and their effective date.

#### *Article 5 Information Exchange*

The Parties agree to exchange information and best practices covered by this Annex, including business opportunities and areas of cooperation in the Joint Committee.