

*Article 14.4*

Digital Products

1. Each Party shall not apply customs duties or other duties, fees, or charges on or in connection with the importation or exportation of a digital product of the other Party by electronic transmission<sup>14-2</sup>.
2. Each Party shall determine the customs value of an imported carrier medium bearing a digital product in accordance with the Customs Valuation Agreement.
3. A Party shall not accord less favourable treatment to a digital product than it accords to other like digital products:
  - (a) on the basis that:
    - (i) the digital product receiving less favourable treatment is created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms in the territory of the other Party; or
    - (ii) the author, performer, producer, developer, or distributor of such digital product is a person of the other Party,
  - or
  - (b) so as otherwise to afford protection to the other like digital products that are created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms, in its territory.
4. Paragraph 3 does not apply to any non-conforming measure described in Articles 9.6 and 10.9.

**CHAPTER 15: COMPETITION**

*Article 15.1*

Purpose And Definitions

1. The purpose of this Chapter is to contribute to the fulfillment of the objectives of this Agreement through the promotion of fair competition and the curtailment of anti-competitive practices.
2. For the purposes of this Chapter, anti-competitive practices means business conduct or transactions that adversely affect competition, such as:
  - (a) anti-competitive horizontal arrangements between competitors;
  - (b) misuse of market power;
  - (c) anti-competitive vertical arrangements between businesses; and
  - (d) anti-competitive mergers and acquisitions.

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<sup>14-2</sup> Paragraph 1 does not preclude a Party from imposing internal taxes or other internal charges provided that these are imposed in a manner consistent with this Agreement.

*Article 15.2*

Promotion Of Competition

1. Each Party shall promote competition by addressing anti-competitive practices in its territory, adopting and enforcing such means or measures as it deems appropriate and effective to counter such practices.
2. Such means and measures may include the implementation of competition and regulatory arrangements.

*Article 15.3*

Application Of Competition Laws

1. The Parties shall ensure that all businesses registered or incorporated under their respective domestic laws are subject to such generic or relevant sectoral competition laws as may be in force in their respective territories.
2. Any measures taken by a Party to proscribe anti-competitive practices, and the enforcement actions taken pursuant to those measures, shall be consistent with the principles of transparency, timeliness, non-discrimination and procedural fairness.

*Article 15.4*

Competitive Neutrality

1. Each Party shall take reasonable measures to ensure that its government does not provide any competitive advantage to any government-owned businesses in their business activities simply because they are government-owned.
2. This Article applies to the business activities of government-owned businesses and not to their non-business and non-commercial activities.

*Article 15.5*

Consultations

1. At the request of a Party, the Parties shall enter into consultations regarding matters that may arise under this Chapter, including the elimination of particular anti-competitive practices that affect trade or investment between the Parties.
2. During the consultations under this Article, each Party shall endeavour to provide relevant information to the other Party in order to facilitate the discussion regarding the relevant aspects of the matter which is the subject of consultations.
3. Any information or documents exchanged between the Parties in relation to any mutual consultations under this Chapter shall be kept confidential.

*Article 15.6*

### Co-Operation

1. The Parties recognise the importance of co-operation and co-ordination between their competition authorities for effective competition law enforcement in both Parties.
2. Within six (6) months from the coming into effect of a generic competition law in Singapore, the Parties shall consult with a view to making a separate arrangement between their competition authorities regarding the scope and content of co-operation and co-ordination.

#### *Article 15.7*

### Transparency

The Parties shall publish or otherwise make publicly available their laws addressing fair competition, including information on any exemptions provided under such laws.

#### *Article 15.8*

### Dispute Resolution

1. Nothing in this Chapter permits a Party to re-open, re-examine or to challenge under any dispute settlement procedure under this Agreement, any finding, determination or decision made by a competition authority of the other Party in enforcing the applicable competition laws and regulations.
2. Neither Party shall have recourse to any dispute settlement procedures under this Agreement for any issue arising from or relating to this Chapter.
3. In the event of any inconsistency or conflict between any provision in this Chapter and any provision contained in any other Chapter of this Agreement, the latter shall prevail to the extent of such inconsistency or conflict.

## **CHAPTER 16: GOVERNMENT PROCUREMENT**

#### *Article 16.1*

### General

1. The Parties reaffirm their rights and obligations under the WTO Agreement on Government Procurement (“GPA”) and their interest in further expanding bilateral trading opportunities in each Party’s government procurement market.
2. The Parties recognise their shared interest in promoting international liberalisation of government procurement markets in the context of the rules-based international trading system. The Parties shall continue to co-operate in the review under paragraph 7 of Article XXIV of the GPA and on procurement matters in the APEC and other appropriate international fora.
3. Nothing in this Chapter shall be construed to derogate from either Party’s rights or obligations under the GPA.
4. The Parties confirm their desire and determination to apply the APEC Non-Binding Principles on Government Procurement, as appropriate, to all their government procurement that is outside the scope of the GPA and this Chapter.