

- (i) **Natural person of another Member State** means a natural person who under the law of that Member State:
 - (i) is a national or citizen of that Member State; or
 - (ii) has the right of permanent residence in that Member State, where both that Member State and the Member State in which the person supplies services recognise permanent residents and accord substantially the same treatment to their respective permanent residents as they accord to their respective nationals in respect of measures affecting trade in services;
- (j) **Personal information** means any information, including data, about an identified or identifiable individual; and
- (k) **Trade administration documents** means forms issued or controlled by a Member State which must be completed by or for an importer or exporter in relation to the import or export of goods.

**ARTICLE 2
OBJECTIVES**

The objectives of this Agreement are to:

- (a) facilitate cross-border e-commerce transactions in the ASEAN region;
- (b) contribute to creating an environment of trust and confidence in the use of e-commerce in the ASEAN region; and
- (c) deepen cooperation among Member States to further develop and intensify the use of e-commerce

- (i) 另一成员国自然人指根据该成员国法律:

(i) 是该成员国国民或公民; 或 (ii) 在该成员国享有永久居留权, 且该成员国与自然人提供服务所在成员国均承认永久居民, 并在影响服务贸易的措施方面给予其各自永久居民与国民基本同等待遇;

- (j) 个人信息指关于已识别或可识别的个人的任何信息, 包括数据; 及

- (k) 贸易管理文件指由成员国签发或管控的表格, 须由进口商或出口商或其代理人为货物进出口目的填写。

第二条 目标

本协议的目标是:

- (a) 促进东盟地区的跨境电子商务交易; (b) 助力在东盟地区营造电子商务使用的信任和信心的环境; 以及(c) 深化成员国之间的合作, 以进一步发展和加强电子商务的使用

to drive inclusive growth and narrow development gaps in the ASEAN region.

**ARTICLE 3
SCOPE**

1. This Agreement shall apply to measures adopted or maintained by a Member State that affect e-commerce.
2. This Agreement shall not apply to government procurement.

**ARTICLE 4
RELATION TO OTHER AGREEMENTS**

1. Nothing in this Agreement shall derogate from the existing rights and obligations of a Member State under any other relevant ASEAN agreements¹ to which it is a party.
2. In the event of any inconsistency between this Agreement and any other relevant ASEAN agreement, that ASEAN agreement shall prevail to the extent of the inconsistency.

**ARTICLE 5
PRINCIPLES**

1. In the development and promotion of e-commerce, the role of each Member State shall be geared towards providing an enabling legal and regulatory environment, providing a conducive and competitive business environment, and protecting the public interest.
2. The legal and regulatory frameworks in each Member State to support e-commerce shall take into account internationally adopted model laws, conventions, principles or guidelines.

¹ The ATISA shall be deemed to be a relevant ASEAN agreement under this paragraph regardless of the date of entry into force of the ATISA.

以推动东盟地区的包容性增长并缩小发展差距。

第三条 范围

1. 本协议适用于成员国采取或维持的影响电子商务的措施。
2. 本协议不适用于政府采购。

第四条 与其他协议的关系

1. 本协议不得减损成员国作为缔约方的任何其他相关东盟协议¹ 项下的现有权利和义务。
2. 如本协议与任何其他相关东盟协议之间存在不一致，则以该东盟协议的规定为准，不一致的范围以该东盟协议的规定为限。

第五条 原则

1. 在发展和促进电子商务过程中，各成员国的作用应致力于提供有利的法律和监管环境，营造良好且具有竞争性的商业环境，并保护公共利益。
2. 各成员国支持电子商务的法律和监管框架应考量国际采用的示范法、公约、原则或指南。

¹ 无论东盟全面投资协定生效日期为何时，均应视为本款项下相关的东盟协定。