CANADA - INDONESIA COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT

PREAMBLE

CANADA AND THE REPUBLIC OF INDONESIA, collectively referred to as “the Parties”, resolving to:

STRENGTHEN the bonds of friendship and cooperation between them and their peoples;

BUILD on their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on 15 April 1994, and other multilateral and bilateral instruments of cooperation;

FACILITATE trade in goods and services between the Parties by enhancing transparency, and promoting good regulatory practices;

RECOGNISE that the provisions of this Agreement preserve the right of the Parties to regulate within their territories to achieve legitimate public policy objectives;

PROTECT human, animal, orplant life orhealth in the territories of the Parties and advance science-based decision making while facilitating trade between them;

PROMOTE transparency, good governance and the rule of law, and prevent and combat bribery and corruption in trade and investment;

ENHANCE conditions of fair competition in the territory of the Parties;

ENCOURAGE enterprises operating within their territory or subject to their jurisdiction to respect internationally recognised responsible business conduct principles and standards;

PROMOTE, PROTECT and ENFORCE labour rights, the improvement of working conditions, and the strengthening of cooperation on labour issues;

PROMOTE high levels of environmental protection, including through effective enforcement of environmental laws and environmental cooperation;

ADVANCE the objective of sustainable development in its economic, social and environmental dimensions through enhanced bilateral relations;

SUPPORT the growth and development of small and medium-sized enterprises by enhancing their ability to fully participate in and benefit from the opportunities created by this Agreement;

RECOGNISE that small and medium-sized enterprises, including micro enterprises and entrepreneurs contribute significantly to economic prosperity, employment, community development, youth engagement and innovation, as well as making progress in achieving the UN Sustainable Development Goals;

REAFFIRM their commitments as parties to the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions, done at Paris on 20 October 2005, and recognise that states must maintain the ability to preserve, develop, and implement their cultural policies;

ESTABLISH a predictable legal and commercial framework that supports increased trade and investment through their Comprehensive Economic Partnership;

HAVE AGREED as follows:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Section A. Initial Provisions

Article 1.1. Establishment of a Free Trade Area

The Parties, consistent with Article XXIV of GATT 1994 and Article V of GATS, hereby establish the Canada-Indonesia Comprehensive Economic Partnership as a free trade area.

Article 1.2. Relation to other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which the Parties are party.

2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement referred to in paragraph 1, the Parties shall, on request, consult with each other to reach a mutually satisfactory outcome. This paragraph is without prejudice to a Party's rights and obligations under Chapter 24 (Dispute Settlement).

Article 1.3. Extent of Obligations

Except as otherwise provided in this Agreement, each Party is fully responsible for the observance of all provisions of this Agreement and shall take reasonable measures as may be available to it to ensure observance of the provisions of this Agreement by governments other than at the central level and authorities within its territory.

Article 1.4. Delegated Authority

Each Party shall ensure that any person that has been delegated regulatory, administrative, or other governmental authority by a Party act in accordance with the Party's obligations as set out under this Agreement in the exercise of that authority.

Section B. General Definitions

Article 1.5. General Definitions

For the purposes of this Agreement, unless otherwise specified:

AD Agreement means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;

central government means:

(a) for Canada, the Government of Canada;

(b) for Indonesia, the Government of the Republic of Indonesia;

covered investment means, with respect to a Party, an investment:

(a) in its territory;

(b) made in accordance with the applicable domestic law of the Party at the time the investment is made; (1)

(1) An investment is not a covered investment if it has been established through illegal conduct including fraudulent misrepresentation, concealment, or corruption. For greater certainty, illegal conduct does not include minor or technical breaches of domestic law.

(c) directly or indirectly owned or controlled by an investor of the other Party; and

(d) existing on the date of entry into force of this Agreement, or made or acquired thereafter;

customs administration means the governmental authority that is responsible under the law of a Party for the administration of customs laws and regulations or any successor of such customs administration;

Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex 1A of the WTO Agreement;

days means calendar days, including weekends and holidays;

enterprise means any entity constituted or organised under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organisation;

existing means in effect on the date of entry into force of this Agreement;

GATS means the General Agreement on Trade in Services Annex 1B of the WTO Agreement;

GATT 1994 means the General Agreement on Tariffs and Trade 1994 in Annex 1A of the WTO Agreement;

goods means any merchandise, product, article, or material;

Harmonized System (HS) means the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation, Section Notes, Chapter Notes, and Subheading Notes as set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System, done at Brussels on 14 June 1983, as may be amended, and as adopted and implemented by the Parties in their respective laws;

heading means the first four digits in the tariff classification number under the Harmonized System; measure means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

national means a natural person who is:

(a) for Canada, a Canadian citizen or permanent resident under Canadian law;

(b) for Indonesia, an Indonesian national as defined in Law No. 12/2006, as amended, or any successor legislation;

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

person means a natural person or an enterprise;

person of a Party means a national of a Party or an enterprise of a Party;

preferential tariff treatment means the customs duty rate applicable to an originating good under this Agreement; regional government means:

(a) for Canada, a province or territory of Canada;

(b) for Indonesia, a province of Indonesia, as defined under Indonesian law;

Safeguards Agreement means the Agreement on Safeguards in Annex 1A to the WTO Agreement;

sanitary or phytosanitary measure means a measure referred to in paragraph 1 of Annex A to the SPS Agreement;

SCM Agreement means the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement;

SPS Agreement means the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the WTO Agreement;

state enterprise means an enterprise that is owned, or controlled through ownership interests, by a Party;

subheading means the first six digits in the tariff classification number under the Harmonized System;

territory means:

(a) with respect to Canada,

(i) the land territory, air space, internal waters, and territorial sea of Canada,

(ii) the exclusive economic zone of Canada, and

(iii) the continental shelf of Canada, as determined by its domestic law and consistent with international law;

(b) with respect to Indonesia, the land territories, internal waters, archipelagic waters, territorial sea, including the seabed and subsoil thereof, and airspace over such territories and waters, as well as the contiguous zone, the continental shelf and

exclusive economic zone, over which Indonesia has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law, including the United Nations Convention on the Law of the Sea, done at Montego Bay on 10 December 1982;

TRIPS Agreement means the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1C to the WTO Agreement;

WTO means the World Trade Organization; and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on 15 April 1994.

Chapter 2. NATIONAL TREATMENT AND MARKET ACCESS FOR GOODS

Article 2.1. Definitions

For the purposes of this Chapter:

Agreement on Agriculture means the Agreement on Agriculture, contained in Annex 1A to the WTO Agreement; agricultural good means a product listed in Annex 1 to the Agreement on Agriculture;

consular transactions means requirements that goods of a Party intended for export to the territory of the other Party must first be submitted to the supervision of the consul of the importing Party in the territory of the exporting Party for the purpose of obtaining consular invoices or consular visas for commercial invoices, certificates of origin, manifests, shippers' export declarations, or any other customs documentation required on or in connection with importation;

customs duty means a duty or a charge of any kind imposed on or in connection with the importation of a good, including a form of surtax or surcharge imposed on or in connection with that importation, but does not include:

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

(b) an anti-dumping or countervailing duty;

(c) a fee or other charge imposed in connection with the importation commensurate with the cost of services rendered; and

(d) a payment or a security offered or collected related to an imported good arising out of any tendering system in respect of the administration of quantitative import restrictions or tariff rate quotas;

duty-free means free of customs duty;

export licensing procedure means a requirement that a Party adopts or maintains under which an exporter must, as a condition for exporting a good from the Party's territory, submit an application or other documentation to an administrative body or bodies, but does not include customs documentation required in the normal course of trade or any requirement that must be fulfilled prior to introduction of the good into commerce within the Party's territory;

export subsidy means an export subsidy as defined in Article 1(e) of the Agreement on Agriculture;

goods of a Party means domestic products as these are understood in the GATT 1994 or such goods as the Parties may agree, and includes originating goods of a Party;

import licensing means an administrative procedure requiring the submission of an application or other documentation (other than that generally required for customs clearance purposes) to the relevant administrative body as a prior condition for importation into the territory of the importing Party;

Import Licensing Agreement means the Agreement on Import Licensing Procedures, contained in Annex 1A to the WTO Agreement;

low level presence (LLP) occurrence means the inadvertent low level presence in a shipment of plants or plant products, except for a plant or plant product that is a medicine or medical product, of rDNA plant material that is authorized for use in at least one country, but not in the importing country, and if authorized for food use, a food safety assessment has been done based on the Codex Guideline for the Conduct of a Food Safety Assessment of Foods Derived from Recombinant-DNA Plants (CAG/GL 45-2003).

modern biotechnology means the application of:

(a) in vitro nucleic acid techniques, including recombinant DNA and direct injection of nucleic acid into cells or organelles; or

(b) fusion of cells beyond the taxonomic family,

that overcome natural physiological reproductive or recombination barriers and that are not techniques used in traditional breeding and selection;

product of modern biotechnology means an agricultural good, or a fish or fish product covered by Chapter 3 of the Harmonized System (HS) intended for food and feed, developed using modern biotechnology, but does not include a medicine or a medical product.

Article 2.2. Scope

Except as otherwise provided in this Agreement, this Chapter applies to trade in goods between the Parties.

Article 2.3. National Treatment

1. Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994, including its interpretative notes, and to this end, Article III of the GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, mutatis mutandis.

2. For greater certainty, the treatment to be accorded by a Party under paragraph 1 means, with respect to a regional level of government, treatment no less favourable than the most favourable treatment that the regional level of government accords to any like, directly competitive or substitutable goods, as the case may be, of the Party of which it forms a part.

3. This Article does not apply to a measure, including a measure's continuation, prompt renewal or amendment, in respect of excise duties on absolute alcohol, as listed under tariff item 2207.10.90 in each Party's Schedule of Concessions annexed to the GATT 1994 and the internal sale and distribution of wine and distilled spirits.

Article 2.4. Elimination of Customs Duties on Imports

1. Except as otherwise provided in this Agreement, a Party shall not increase any existing customs duty, or adopt any new customs duty, on an originating good.

2. Except as otherwise provided in this Agreement, each Party shall eliminate its customs duties on originating goods in accordance with its Schedule to Annex 2-A (Tariff Commitments).

3. On the request of a Party, the Parties shall consult to consider accelerating or broadening the scope of the elimination of customs duties set out in their Schedules to Annex 2-A (Tariff Commitments). An agreement between the Parties to accelerate or broaden the scope of the elimination of a customs duty on an originating good shall supersede any customs duty rate or staging category determined pursuant to each Party's Schedule to Annex 2-A(Tariff Commitments) for that good in accordance with and upon completion of each Party's applicable legal procedures.

4. A Party may at any time unilaterally accelerate or broaden the scope of the elimination of customs duties set out in its Schedule to Annex 2-A (Tariff Commitments) on originating goods of the other Party. A Party shall inform the other Party as early as practicable before the new rate of customs duties takes effect.

5. For greater certainty, a Party shall not prohibit an importer from claiming for an originating good the rate of customs duty applied under the WTO Agreement.

6. For greater certainty, a Party may:

(a) modify its tariffs on goods for which no tariff preference is claimed under this Agreement;

(b) increase a customs duty to the level established in its Schedule to Annex 2-A(Tariff Commitments) after a unilateral reduction; or

(c) maintain or increase a customs duty as authorized by this Agreement, the Dispute Settlement Body of the WTO, or an agreement under the WTO Agreement.

Article 2.5. Classification of Goods and Transposition of Tariff Commitments

1. The classification of goods in trade between the Parties shall be in conformity with the Harmonized System (HS) and its amendments.

2. At the request of a Party, the Parties shall share information on those tariffitems if any revisions are necessary, to ensure that each Party's obligations under this Agreement are not altered by its implementation of future amendments to the Harmonized System (HS) into its national nomenclature.

3. At the request of a Party, the Committee on Trade in Goods may review the future amendments to the Harmonized System (HS) to ensure that each Party's obligations under this Agreement are not altered, including by establishing, as needed, guidelines for the transposition of Parties' Schedules to Annex 2-A (Tariff Commitments) and consult to resolve any differences that may arise between the Parties on matters related to the Harmonized System (HS).

Article 2.6. Agricultural Special Safeguards

Originating agricultural goods traded under preferential tariff treatment shall not be subject to any duties that the importing Party applies pursuant to a special safeguard it takes pursuant to the Agreement on Agriculture. (1)

(1) For greater certainty,an agricultural good for which most-favoured-nation tariff treatment applies may be subject to additional duties applied by a Party pursuant to a special safeguard taken under the Agreement on Agriculture.

Article 2.7. Import and Export Restrictions

1. Except as otherwise provided in this Agreement, a Party shall not adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party, except in accordance with Article XI of the GATT 1994, including its interpretative notes, and to this end, Article XI of the GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, mutatis mutandis.

2. The Parties understand that GATT 1994 rights and obligations incorporated by paragraph 1 prohibit, in any circumstances in which any other form of restriction is prohibited, a Party from adopting or maintaining: (a) export or import pricerequirements, except as permitted in enforcement of countervailing and antidumping duty orders or undertakings; or (b) voluntary export restraints inconsistent with Article VI of the GATT 1994, as implemented under Article 18 of the SCM Agreement and Article 8.1 of the AD Agreement.

3. Except as otherwise provided in this Agreement, a Party shall not adopt or maintain any measure prohibited by Article 4.2 of the Agreement on Agriculture with respect to goods of the other Party. To this end, Article 4.2 of the Agreement on Agriculture is incorporated into and made part of this Agreement. (2)

(2) For greater certainty,the Parties shared the understanding that Article 24.4.2 (Dispute Settlement –Choice of Forum) includes any matter that has been subject to a dispute settlement proceeding under the WTO DSU.

4. If a Party adopts or maintains a prohibition or restriction on the importation from or exportation to a non-Party of a good, nothing in this Agreement shall be construed to prevent that Party from:

(a) limiting or prohibiting the importation of the good of that non-Party from the territory of the other Party; or

(b) requiring, as a condition for exporting the good of that Party to the territory of the other Party, that the good not be re-exported to the non-Party, directly or indirectly, without being consumed in the territory of the other Party.

5. For the purposes of this Article, consumed means:

(a) actually consumed; or

(b) further processed or manufactured so as to result in a substantial change in the value, form or use of the good, or in the production of another good.

6. If a Party adopts or maintains a prohibition or restriction on the importation of a good from a non-Party, the Parties, on the request of a Party, shall consult with a view to avoiding undue interference with or distortion of pricing, marketing or distribution arrangements in the other Party.

7. This Article does not apply to a measure, including that measure's continuation, prompt renewal or amendment, in

respect of the following:

(a) excise duties on absolute alcohol, as listed under tariff item 2207.10.90 in a Partys' Schedule of Concessions annexed to the GATT 1994;

(b) the importation of goods of the prohibited provisions of tariff items 9897.00.00, 9898.00.00, and 9899.00.00 referred to in the Schedule of the Customs Tariff;

(c) the use of ships in the coasting trade of each Party's own territory;

(d) the export of logs of all species; and

(e) the export of unprocessed fish pursuant to applicable provincial legislation.

Article 2.8. Agricultural Export Subsidies

1. The Parties affirm their rights and obligations under the Nairobi WTO Ministerial Decision of 19 December 2015 on Export Competition. (3)

(3) WTO DocumentWT/MIN(15)/45.

2. The Parties share the objective of the multilateral elimination of export subsidies for agricultural goods and shall work together to prevent their reintroduction in any form.

3. A Party shall not adopt or maintain a measure on an agricultural good that is not consistent with the Nairobi WTO Ministerial Decision of 19 December 2015 on Export Competition.

Article 2.9. Transparency In Import Licensing Procedures

1. Each Party shall ensure that its import licensing procedures are implemented in a transparent and predictable manner, and applied in accordance with the Import Licensing Agreement.

2. Promptly after this Agreement enters into force, each Party shall notify the other Party of its existing import licensing procedures, if any. The notification shall include the information specified in Article 5.2 of the Import Licensing Agreement and any information required under paragraph 6.

3. A Party shall be deemed to be in compliance with the obligations in paragraph 2 with respect to an existing import licensing procedure if:

(a) it has notified that procedure to the WTO Committee on Import Licensing provided for in Article 4 of the Import Licensing Agreement together with the information specified in Article 5.2 of that agreement;

(b) it has provided with respect to that procedure the information requested in the annual questionnaire on import licensing procedures under Article 7.3 of the Import Licensing Agreement in its most recent annual submission to the WTO Committee on Import Licensing due before the date of entry into force of this Agreement for that Party; and

(c) it has included in either the notification described in subparagraph (a) or the annual submission described in subparagraph (b) any information required to be notified to the other Party under paragraph 6.

4. Each Party shall comply with Article 1.4(a) of the Import Licensing Agreement with respect to any new or modified import licensing procedure. Each Party shall also publish on an official government website any information that it is required to publish under Article 1.4(a) of the Import Licensing Agreement.

5. Each Party shall notify the other Party of any new import licensing procedures it adopts and any modifications it makes to its existing import licensing procedures, if possible, no later than 60 days before the new procedure or modification takes effect. A Party shall not provide the notification later than 60 days after the date of its publication. The notification shall include any information required under paragraph 6. A Party shall be deemed to be in compliance with this obligation, if it notifies a new import licensing procedure or a modification to an existing import licensing procedure to the WTO Committee on Import Licensing in accordance with Article 5.1, 5.2, or 5.3 of the Import Licensing Agreement, and includes in its notification any information required to be notified to the other Party under paragraph 6.

6. (a) A notice under paragraph 2, 3,or 5 shall state if, under any import licensing procedure that is a subject of the notice:

(i) the terms of an import licence for any product limit the permissible end users of the product; or

(ii) the Party imposes any of the following conditions on eligibility for obtaining a licence to import any product:

(A) membership in an industry association;

(B) approval by an industry association of the request for an import licence;

(C) a history of importing the product or similar products;

(D) minimum importer or end user production capacity;

(E) minimum importer or end user registered capital; or

(F) a contractual or other relationship between the importer and a distributor in the Party's territory.

(b) A notice under subparagraph (a), that states that there is a limitation on permissible end users or a licence-eligibility condition shall:

(i) list all products for which the end-user limitation or licence-eligibility condition applies; and

(ii) describe the end-user limitation or licence-eligibility condition.

7. Each Party shall respond within 60 days to a reasonable enquiry from the other Party concerning its licensing rules and its procedures for the submission of an application for an import licence, including the eligibility of persons, firms, and institutions to make an application, the administrative body or bodies to be approached and the list of products subject to the licensing requirement.

8. If a Party denies an import licence application with respect to a good of the other Party, it shall, on request of the applicant and within a reasonable period after receiving the request, provide the applicant with a written explanation of the reason for the denial.

9. A Party shall not apply an import licensing procedure to a good of the other Party unless it has, with respect to that procedure, met the requirements of paragraph 2 or 4, as applicable.

Article 2.10. Transparency In Export Licensing Procedures

1. Within 30 days after the date of entry into force of this Agreement, each Party shall notify the other Party in writing of the publications in which its export licensing procedures, if any, are set out, including addresses of relevant government websites on which the procedures are published. Thereafter, each Party shall publish any new export licensing procedure, or any modification of an export licensing procedure it adopts, as soon as practicable but no later than 60 days after the new procedure or modification takes effect.

2. Each Party shall ensure that, the publications it notifies under paragraph 1 include:

(a) the texts of its export licensing procedures, including any modifications it makes to those procedures;

(b) the goods subject to each licensing procedure;

(c) for each procedure, a description of:

(i) the process for applying for a licence; and

(ii) any criteria an applicant must meet to be eligible to seek a licence;

(d) a contact point or points from which interested persons can obtain further information on the conditions for obtaining an export licence;

(e) the administrative body or bodies to which an application or other relevant documentation should be submitted;

(f) a description of or a citation to a publication reproducing in full any measure or measures that the export licensing procedure implements;

(g) the period during which each export licensing procedure will be in effect, unless the procedure will remain in effect until withdrawn or revised in a new publication;

(h) if the Party intends to use a licensing procedure to administer an export quota, the overall quantity and, if practicable,

the value of the quota, and the opening and closing dates of the quota; and (i) any exemptions or exceptions available to the public that replace the requirement to obtain an export licence, how to request or use these exemptions or exceptions, and if applicable the criteria for them.

3. In accordance with its relevant laws and regulations, a Party shall provide the other Party, on the other Party's request and to the extent practicable, the following information regarding a particular export licensing procedure that it adopts or maintains, except if doing so would reveal business proprietary or other confidential information of a particular person:

(a) the aggregate number of licences the Party has granted over a recent period specified in the other Party's request; and

(b) measures, if any, that the Party has taken in conjunction with the licensing procedure to restrict domestic production or consumption or to stabilize production, supply, or prices for the relevant good.

4. This Article does not require a Party to grant an export licence.

Article 2.11. Customs User Fees

1. A Party shall not adopt or maintain a customs user fee or require consular transactions in connection with the importation or exportation of a good from the territory of the other Party.

2. Paragraph 1 does not prevent a Party from imposing a customs duty or a charge set out in paragraphs (a), (b), or (d) of the definition of "customs duty".

Article 2.12. Exchange of Preference Utilization Data

1. For the purpose of monitoring the functioning of this Agreement and calculating preference utilization rates, the Parties shall annually exchange updated import statistics for a period starting one year after the date of entry into force of this Agreement until five years after the tariff elimination is completed. This period may be extended by decision of the Parties through the Committee on Trade in Goods.

2. The import statistics referred to in paragraph 1 shall include data pertaining to the most recent calendar year available, at the tariff line level for Chapters 1 through 97 of the HS, on imports of goods from the other Party that are subject to MFN-applied tariffs and tariff preferences under this Agreement, including information on value, and if applicable, volume and tariff-rate quotas' fill rate.

Article 2.13. Trade In Products of Modern Biotechnology

1. The Parties recognise the importance of agricultural innovation and facilitating trade in products of modern biotechnology including transparency, cooperation, and the voluntary exchange of information related to the trade in products of modern biotechnology including policies, legislation, guidelines and good practices.

2. Nothing in this Article shall be construed to require a Party to authorize a product of modern biotechnology to be on the market.

3. Each Party shall, when available and subject to its laws, regulation or policy, make available to the public and, to the extent possible, online:

(a) information and documentation requirements for an authorization, if required, of a product of modern biotechnology;

(b) summary of risk or safety assessment,if any, that has led to the authorization, if required, of a product of modern biotechnology; and

(c) list of the products of modern biotechnology that have been authorized in its territory.

4. To reduce the likelihood of disruptions to trade in products of modern biotechnology:

(a) each Party shall continue to encourage applicants to submit timely and concurrent applications to the other Party for authorization, if required, of products of modern biotechnology; and

(b) a Party requiring any authorization for a product of modern biotechnology shall:

(i) accept and review applications for the authorization, if required, of products of modern biotechnology on an ongoing basis year-round;

(ii) if an authorization is subject to expiration, take steps to help ensure that the review of the product is completed and decision is made in a timely manner, and if possible, prior to expiration; and

(iii) communicate with the other Party regarding any new and existing authorizations of products of modern biotechnology, so as to improve information exchange.

5. Each Party shall endeavor to adopt or maintain policies and approaches designed to facilitate the management of an LLP occurrence.

6. The Parties shall pursue collaborative and trade-facilitative approaches to the management of an LLP occurrence.

7. In order to address an LLP occurrence, and with a view to preventing a future LLP occurrence, on request of an importing Party, an exporting Party shall, when available and subject to its laws, regulations and policies:

(a) provide summary of the risk or safety assessment or assessments, if any, that the exporting Party conducted in connection with an authorization of a specific plant product of modern biotechnology;

(b) provide, if known to the exporting Party, contact information for any entity within its territory that received authorization for the plant product of modern biotechnology and which the Party believes that it is likely to possess:

(i) validated methods that exist for the detection of the plant product of modern biotechnology found at a low level in a shipment;

(ii) reference samples necessary for the detection of the LLP occurrence; and

(iii) relevant information (4) that can be used by the importing Party to conduct a risk or safety assessment if appropriate, in accordance with the relevant international standards and guidelines; and

(4) For example, relevant information includes the information contained in Annex 3 of the Codex Guideline for the Conduct of Food Safety Assessment of Foods Derived from Recombinant-DNA Plants (CAC/GL 45-2003).

(c) encourage an entity referred to in subparagraph (b) to share the information referred to in sub-subparagraphs (b)(i), (b)(ii) and (b)(iii) with the importing Party.

8. In the event of an LLP occurrence, the importing Party shall, subject to its laws, regulation or policy:

(a) inform the importer or the importer's agent of the LLP occurrence and of any additional information that the importer will be required to submit, to allow the importing Party to make a decision on the disposition of the shipment in which the LLP occurrence has been found;

(b) on request, and if available, provide to the exporting Party summary of risk or safety assessment that the importing Party has conducted in connection with the LLP occurrence;

(c) ensure that the measures applied to address that LLP occurrence are appropriate to achieve compliance with its laws, regulations or policy; and

(d) take into account, as appropriate, any relevant risk or safety assessment provided, and authorization granted, by the other Party or non-Party when deciding how to manage the LLP occurrence.

Article 2.14. Cooperation

1. The Parties recognise that cooperation under this Chapter may advance the inclusive, effective and efficient implementation and utilization of this Chapter through various activities between the Parties.

2. The Parties shall explore opportunities for cooperation relating to:

(a) products covered under Article 2.15, including policies related to LLP occurrences;

(b) innovative plants and plant varieties and the products derived therefrom; (5) and

(5) Innovative plants and plant varieties means plants and plant varieties produced by means other than conventional plant breeding methods.

(c) other matters, as agreed between the Parties.

3. For the purpose of subparagraphs 2(a) and 2(b), that cooperation may include:

(a) information sharing on domestic regulations, policies, and technical matters;

(b) collaborative dialogue on trade, emerging technologies, and regulatory streamlining; and

(c) efforts to advance transparent, science and risk-based regulatory approaches and trade policies with regional partners, non-Parties, and in international organizations.

4. The cooperation shall take into account, among other things, the different levels of development, existing bilateral cooperation and collaboration, availability of appropriate resources, and the national capacity of each Party.

Article 2.15. Committee on Trade In Goods

1. The Parties hereby establish a Committee on Trade in Goods ("Committee"), comprising representatives of each Party.

2. The Committee shall meet at the request of a Party or the Joint Committee, established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee), to consider any matter arising under this Chapter.

3. The Committee shall meet at a venue and time as the Parties decide or by electronic means. Hosting responsibilities shall alternate between the Parties.

4. The Committee's functions shall include:

(a) monitoring the implementation and administration of this Chapter;

(b) consulting on ways to improve market access between the Parties further to a request under Article 2.4.3;

(c) consulting on, and endeavour to resolving, any other issues relating to this Chapter, including, as appropriate, in coordination or jointly with other committees, subcommittees, working groups, or other bodies established under this Agreement;

(d) promptly seeking to address barriers to trade in goods between the Parties, including on agricultural goods other than those within the competence of other committees, subcommittees, working groups or any other bodies established under this Agreement and, if appropriate, referring the matter to the Joint Committee for its consideration;

(e) coordinating the exchange of information on trade in goods between the Parties;

(f) referring any relevant issues to other committees, subcommittees, working groups or any other bodies established under this Agreement and notifying the Joint Committee, as appropriate; and

(g) undertaking additional work that the Joint Committee may assign or another committee may refer to it.

5. Notwithstanding paragraph 2, for matters involving issues or trade barriers affecting perishable goods, the Committee shall meet within 30 days of a request by a Party or the Joint Committee and shall be composed of relevant representatives of each Party.

Chapter 3. RULES OF ORIGIN AND ORIGIN PROCEDURES

Section A. Definitions

Article 3.1. Definitions

For the purposes of this Chapter:

aquaculture means the farming of aquatic organisms, including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from seed stock such as eggs, fingerlings, fry, larvae, post-larvae or seedlings by the intervention in the rearing, or growing processes, to enhance production, such as regular stocking, feeding or protection from predators;

competent authority means:

(a) for Canada, the Canada Border Services Agency, or its successor; and

(b) for Indonesia, the Directorate of Export and Import Facilitation, Directorate General of Foreign Trade, Ministry of Trade, or its successor;

declaration of origin means a document containing a set of minimum data elements in accordance with Annex 3-A: Minimum Data Elements of the Declaration of Origin;

determination of origin means a determination as to whether a good qualifies as an originating good in accordance with this Chapter;

fungible goods or materials means goods or materials that are interchangeable for commercial purposes and whose properties are essentially identical;

generally accepted accounting principles means the principles recognized by consensus or with substantial authoritative support in the territory of a Party, with respect to the recording of revenues, expenses, costs, assets, and liabilities; the disclosure of information; and the preparation of financial statements. These principles may encompass broad guidelines for general application as well as detailed standards, practices, and procedures;

indirect material means a material used in the production, testing, or inspection of another good but not physically incorporated into that good, or a material used in the maintenance of buildings or the operation of equipment associated with the production of a good, including:

(a) fuel, energy, catalysts, and solvents;

(b) equipment, devices,and supplies used for testing or inspection of the goods;

(c) gloves, glasses, footwear, clothing, safety equipment, and supplies;

(d) tools, dies, and moulds;

(e) spare parts and materials used in the maintenanceof equipment and buildings;

(f) lubricants, greases, compounding materials, and other materials used in production, or used to operate equipment or in the maintenance of buildings, and

(g) any other material that is not incorporated into thegood but the use of which in the production of the good can reasonably be demonstrated to be a part of that production;

material means a good that is used in the production of another good, and includes a part or ingredient;

non-originating good or non-originating material means a good or material that does not qualify as originating in accordance with this Chapter;

originating good or originating material means a good or material that qualifies as originating in accordance with this Chapter;

packaging materials and containers means materials and containers in which a good is packaged for retail sale;

packing materials and containers for transportation and shipment means materials and containers that are used to protect a good during its transportation;

production means methods for obtaining goods, including growing, raising, harvesting, cultivating, picking, fishing, hunting, capturing, aquaculture, gathering, extracting, manufacturing, processing, or assembling a good;

value of the good means the price paid or payable to the producer of the good at the place where the last production was carried out, must include the value of all materials, and may include the cost of domestic transport from the place of production to the port of export as well as all costs incurred at the port of export. If there is no price paid or payable or if it does not include the value of all materials, the value of the good:

(a) must include the value of all materials and the cost of production employed in producing the good, calculated in accordance with generally accepted accounting principles; and

(b) may include amounts for general expenses and profit to the producer that can be reasonably allocated to the good.

Any internal taxes which are, or may be, repaid when the good obtained is exported are excluded; and

value of non-originating materials means the customs value of the material at the time of its importation into aParty as determined in accordance with the Customs Valuation Agreement. The value of non-originating material must include any costs incurred in transporting the material to the place of importation, such as transportation, loading, unloading, handling, or insurance. If the customs value is not known or cannot be ascertained, the value of non-originating materials is the first

ascertainable price paid for the materials in a Party.

Section B. Rules of Origin

Article 3.2. Originating Goods

Except as otherwise provided in this Chapter, each Party shall provide that a good is originating if it is:

(a) wholly obtained or produced in the territory of a Party as provided in Article 3.3 (Wholly Obtained or Produced Goods);

(b) produced inthe territory of a Party exclusively from originating materials of one or both of the Parties; or

(c) produced in the territory of a Party using non-originating materials provided that the good satisfies the requirements set out in Annex 3-B (Product-Specific Rules of Origin); and the good satisfies all other applicable requirements of this Chapter.

Article 3.3. Wholly Obtained or Produced Goods

Each Party shall provide that for the purposes of Article 3.2 (Originating Goods), the following goods are considered wholly obtained or produced in the territory of a Party:

(a) a plant, plant good,or a fungi good grown, cultivated, harvested, picked, or gathered there;

(b) a live animal born and raised there;

(c) a good obtained from a live animal there;

(d) a good obtained by hunting, trapping, fishing,aquaculture,gathering, or capturing there;

(e) a mineral orother naturally occurring substance not included in subparagraphs (a) through (d), extracted or taken from there;

(f) a good, other than afish, crustacean, mollusc,and other marine life,taken by a Party or a person of a Party from the waters, seabed, ocean floor, or subsoil outside the territories of the Parties, including from the exclusive economic zones of any Party or non-Party, provided that that Party or the person of that Party has the right to exploit that seabed, ocean floor, or subsoil in accordance with international law, including the United Nations Convention on the Law of the Sea;

(g) a good of sea-fishingorother marine life,taken from the waters outside the territories of the Parties by vessels that are registered, listed, or recorded and entitled to fly the flag of that Party and that that Party has the right to exploit those waters in accordance with international law;

(h) a good produced on board a factory ship, exclusively from a good referred to in subparagraph (g), provided that the factory ship is registered, listed, or recorded in a Party and entitled to fly the flag of that Party;

(i) a good that is:

(i) waste orscrap derived from production or consumption there, provided that such goods are fit only for the recovery of raw materials, or for recycling purposes; or

(ii) a used good collected there, provided that it is fit only for the recovery of raw materials, or for recycling purposes; or

(j) a good obtained or produced exclusively from goods referred to in subparagraphs (a) through (i), or from their derivatives.

Article 3.4. Accumulation

1. Each Party shall provide that agood is originating if the good is produced in the territory of one or both of the Parties by one or more producers, provided that the good satisfies the requirements of Article 3.2 (Originating Goods).

2. Each Party shall provide that an originating good or material of a Party is considered as originating in the territory of the other Party when it is used as a material in the production of a good in the territory of the other Party.

3. Each Party shall provide that an exporter may take into account production carried out on a non-originating material in the territory of the other Party for the purposes of determining the originating status of a good. This paragraph shall only apply if:

(a) Indonesia enters into a free trade agreement which contains a provision with equivalent effect to paragraph 3, upon entry into force of that free trade agreement and in accordance with and upon completion of each Party's applicable legal procedures; or

(b) the Parties decide to apply paragraph 3 following the review provided for in Article 26.4 (Final Provisions – Review).

4. Subject to paragraph 5, if, as permitted by the WTO Agreement, each Party has a free trade agreement with the same non-Party, a material from that non-Party may be taken into consideration by the exporter when determining if a good is originating under this Agreement.

5. Each Party shall apply paragraph 4only if equivalent provisions are in force between each Party and the non-Party and upon agreement by the Parties on the applicable conditions.

Article 3.5. Materials Used In Production

Each Party shall provide that if a non-originating material undergoes further production that satisfies the requirements of this Chapter, the material is treated as originating when determining the originating status of the subsequently produced good, regardless of whether that material was produced by the producer of the good.

Article 3.6. Net Cost

1. For the purposes of this Article:

automotive material means a good of heading 87.06, 87.07 or 87.08; motor vehicle means a good of heading 87.03 through 87.05 or 87.09;

net cost means total cost minus sales promotion, marketing and after-sales service costs, royalty, shipping and packing costs, and non-allowable interest cost that are included in the total cost;

non-allowable interest cost means interest costs incurred by a producer that exceed 700 basis points above the applicable national government interest rate identified for comparable maturities;

royalty means payments of any kind, including payments under technical assistance or similar agreements, made as consideration for the use or right to use any copyright, literary, artistic, or scientific work, patent, trademark, design, model, plan, secret formula, or process, excluding those payments under technical assistance or similar agreements that can be related to specific services such as:

(a) personnel training, without regard to where it is performed; and

(b) if performed in the territory of one or both of the Parties, engineering, tooling, die-setting, software design, and similar computer services, or other services;

sales promotion, marketing, and after-sales service costs means the following costs related to sales promotion, marketing, and after-sales service:

(a) sales and marketing promotion; media advertising; advertising and market research; promotional and demonstration materials; exhibits; sales conferences, trade shows and conventions; banners; marketing displays; free samples; sales, marketing and after-sales service literature (brochures for the good, catalogues, technical literature, price lists, service manuals and sales aid information); establishment and protection of logos and trademarks; sponsorships; wholesale and retail restocking charges; or entertainment;

(b) sales and marketing incentives; consumer, retailer or wholesaler rebates; or merchandise incentives;

(c) salaries and wages; sales commissions; bonuses; benefits (for example, medical, insurance, and pension); travelling and living expenses; or membership and professional fees for sales promotion, marketing, and after-sales service personnel;

(d) recruiting and training of sales promotion, marketing, and after-sales service personnel, and after-sales training of customers' employees, if those costs are identified separately for sales promotion, marketing, and after-sales service of goods on the financial statements or cost accounts of the producer;

(e) goods liability insurance;

(f) office supplies for sales promotion, marketing, and after-sales service of goods, if those costs are identified separately for sales promotion, marketing, and after-sales service of goods on the financial statements or cost accounts of the producer;

(g) telephone, mail, and other communications, if those costs are identified separately for sales promotion, marketing, and after-sales service of goods on the financial statements or cost accounts of the producer;

(h) rent and depreciation of sales promotion, marketing, and after-sales service offices and distribution centres;

(i) property insurance premiums, taxes, cost of utilities, and repair and maintenance of sales promotion, marketing, and after-sales service offices and distribution centres, ifsuch costs are identified separately for sales promotion, marketing, and after-sales service of goods on the financial statements or cost accounts of the producer; and

(j) payments by the producer to other persons for warranty repairs; shipping and packing costs means the costs incurred in packing a good for shipment and shipping the good from the point of direct shipment to the buyer, excluding costs of preparing and packaging the good for retail sale; and total cost means all product costs, period costs, and other costs incurred in relation to the production of a good in Canada when:

(a) product costs means those costs that are associated with the production of a good and include the value of materials, direct labour costs, and direct overhead;

(b) period costs means those costs other than product costs that are expensed in the period in which they are incurred, including selling expenses and general and administrative expenses; and

(c) other costs means all costs recorded on the books of the producer that are not product costs or period costs. Total cost does not include profits that are earned by the producer, regardless of whether they are retained by the producer or paid out to other persons as dividends, or taxes paid on those profits, including capital gains taxes.

2. Each Party shall provide that, for the purpose of calculating the net cost of a good as set out in Annex 3-B (Product-Specific Rules of Origin), the producer of the good may: (a) calculate the total cost incurred with respect to all goods produced by that producer, subtract any sales promotion, marketing and after-sales service costs, royalty, shipping and packing costs, and non-allowable interest cost that is included in the total cost of all those goods, and then reasonably allocate the resulting net cost of those goods to the good; (b) calculate the total cost incurred with respect to all goods produced by that producer, reasonably allocate the total cost to the good, and then subtract any sales promotion, marketing and after-sales service costs, royalty, shipping and packing costs and non-allowable interest cost that is included in the portion of the total cost allocated to the good; or (c) reasonably allocate each cost that forms part of the total cost incurred by that producer with respect to the good so that the aggregate of these costs does not include any sales promotion, marketing and after-sales service costs, royalty, shipping and packing costs, or non-allowable interest cost.

3. Each Party shall provide that, for the purpose of calculating the net cost of a good as set out in Annex 3-B (Product-Specific Rules of Origin), the producer may average its calculation over its fiscal year using any one of the following categories, on the basis of either all motor vehicles produced by that producer in the category or only those motor vehicles in the category that are produced by that producer and exported to the territory of the other Party:

(a) the same model line of motor vehicles in the same class of vehicles produced in the same plant in the territory of a Party;

(b) the same model line of motor vehicles produced in the same plant in the territory of a Party;

(c) the same model line of motor vehicles produced in the territory of a Party;

(d) the same class of motor vehicles produced in the same plant in the territory of a Party; or

(e) any other category as the Parties may decide.

4. Each Party shall provide that, for the purpose of calculating the net cost of a good as set out in Annex 3-B (Product-Specific Rules of Origin), the calculation for automotive materials produced in the same plant may be averaged:

(a) over the fiscal year of the motor vehicle producer to whom the good is sold;

(b) over any quarter or month; or

(c) over the fiscal year of the producer of the automotive material, provided that the good was produced during the fiscal year, quarter or month forming the basis for the calculation, in which:

(i) the average in subparagraph (a) is calculated separately for those goods sold to one or more motor vehicle producers; or

(ii) the average in subparagraph (a) or (b) is calculated separately for those goods that are exported to the territory of another Party.

Article 3.7. De Minimis

1. Each Party shall provide that agood that does not satisfy the applicable change in tariff classification requirement in accordance with Annex 3-B (Product-Specific Rules of Origin) will nonetheless be considered an originating good if:

(a) for a good, other than that provided for in Chapters 50 through 63 of the Harmonized System (HS), the value of all non-originating materials used in the production of the good that did not undergo the required change in tariff classification does not exceed 10 per cent of the value of the good; or

(b) for a good provided for in Chapters 50 through 63of the Harmonized System (HS), the total weight of all non-originating materials used in the production of the good that did not undergo the required change in tariff classification does not exceed 10 per cent of the total weight of that good; and the good satisfies all other applicable requirements of this Chapter.

2. The value of non-originating materials referred to in paragraph 1 shall be included in the value of non-originating materials for any applicable product-specific rule of origin based on a value requirement as set out in Annex 3-B (Product-Specific Rules of Origin).

Article 3.8. Fungible Goods and Materials

1. Each Party shall provide that a fungible good or material is treated as originating based on the: (a) physical segregation of each fungible good or material; or (b) use of any inventory management method recognized in the generally accepted accounting principles of the Party in which production is performed if the fungible good or material is commingled.

2. Once an inventory management method is selected under paragraph 1, that method must be used for those fungible goods or materials throughout the fiscal year of the person that made the selection.

Article 3.9. Indirect Materials

Each Party shall provide that an indirect material is an originating material without regard to where it is produced and its value shall be the cost registered in accordance with the generally accepted accounting principles in the records of the producer of the good.

Article 3.10. Accessories, Spare Parts, Tools, and Instructional or other Information Materials

Each Party shall provide that accessories, spare parts, tools, or instructional or other information materials delivered with a good that form part of its standard accessories, spare parts, or tools are to be disregarded in determining whether all the non-originating materials used in the production of the good undergo the applicable requirements set out in Annex 3-B (Product-Specific Rules of Origin) provided that:

(a) the accessories, spare parts, tools,and instructional or other information materials are classified with, delivered with, and not invoiced separately from the good; and

(b) the quantities and value of the accessories, spare parts, tools, and instructional or other information materials are customary for that good.

Article 3.11. Packaging Materials and Containers for Retail Sale

Each Party shall provide that packaging materials and containers in which a good is packaged for retail sale, which are classified with the good, are disregarded in determining the originating status of the good.

Article 3.12. Packing Materials and Containers for Transportation and Shipment

Each Party shall provide that packing materials and containers for the transportation and shipment of a good are not taken into account in determining the originating status of agood.

Article 3.13. Sets of Goods

Except as provided in Annex 3-B (Product-Specific Rules of Origin), each Party shall provide that a set of goods, as referred to in General Rule 3 of the Harmonized System (HS), are considered originating provided that:

(a) all of the component goods are originating; or

(b) if the set contains non-originating component goods, the value of the non.originating goods does not exceed 25 per cent of the value of the set of goods.

Article 3.14. Transit and Transhipment

1. Each Party shall provide that an originating good retains its originating status if the good has been transported from the territory of the exporting Party to the territory of importing Party without passing through the territory of a non-Party.

2. Each Party shall provide that if an originating good is transported through the territory of one or more non-Parties, the good retains its originating status provided that the good:

(a) has not undergone any further operation in the territory of a non-Party, except for logistics activities including unloading, reloading, storing, or any other operation necessary to preserve it in good condition or to transport it to the importing Party; and

(b) remains under thecontrol of the customs authority in the territory of a non-Party.

Section C. Origin Procedures Article

Article 3.15. Claims for Preferential Tariff Treatment

1. Each Party shall provide that an importer may, upon importation of a good, make a claim for preferential tariff treatment, based on a declaration of origin completed by the exporter or producer, for the purpose of certifying that a good being exported from the territory of a Party into the territory of the other Party qualifies as an originating good.

2. A Party may allow, in accordance with its laws and regulations, a claim for preferential tariff treatment to be based on a declaration of origin completed by the importer that the good qualifies as an originating good. If on the date of entry into force of this Agreement a Party does not allow a claim for preferential treatment to be based on a declaration of origin completed by the importer, that Party shall within 5 years complete a review of the procedures necessary to consider such a claim.

3. For the purposes of paragraph 2, an importing Party may: (1)

(1) Paragraph 3 applies to a Party from the date of implementation of the declaration of origin by the importer under paragraph 2.

(a) require that an importer who completes a declaration of origin provide documents or other information to support the declaration;

(b) establish in its law conditions that an importer shall meet to complete a declaration of origin.

4. Each Party shall provide that a declaration of origin:

(a) need not follow a prescribed format;

(b) contains a set of minimum data requirements as set out in Annex 3-A (Minimum Data Elements of the Declaration of Origin); and

(c) may be provided on an invoice or any other document, including a company letterhead.

5. Each Party shall provide that a declaration of origin may apply to a single shipment of one or more goods into the territory of a Party provided that the declaration certifies that each good qualifies as originating.

6. A Party shall not reject a claim for preferential tariff treatment for the sole reason that the invoice was issued in a non-Party. However, a declaration of origin shall not be provided on an invoice or any other document issued in a non-Party.

7. Each Party shall provide that a declaration of origin is valid for one year after the date that it was issued or for alonger period specified by the laws and regulations of the importing Party.

8. Each Party shall allow a declaration of origin to be completed and submitted electronically and shall accept the declaration of origin with an electronic or digital signature.

9. Each Party shall allow an importer to submit a declaration of origin in English. If the declaration of origin is not in English, the importing Party may require the importer to submit a translation:

(a) for Canada, in English or French; or

(b) for Indonesia, in English, and the importing Party may require the submission of the non-translated declaration of origin.

10. For the purposes of paragraph 8, oncea Party receives a declaration of origin electronically, it shall not require a paper document of the same declaration prior to the release of the goods in the Party's territory except in limited circumstances set out in its laws, regulations, or procedures.

Article 3.16. Basis of a Declaration of Origin

1. Each Party shall provide that if a producer declares the origin of a good, the declaration of origin is completed on the basis of the producer having information that the good is originating.

2. Each Party shall provide that if the exporter is not the producer of the good, a declaration of origin may be completed by the exporter of the good on the basis of:

(a) the exporter having information, including documentation, that demonstrates that the good is originating; or

(b) reasonable reliance on the producer's written representation, such as information contained in a declaration of origin, that the good is originating.

3. Each Party shall provide that a declaration of origin may be completed by the importer of the good on the basis of: (2)

(a) the importer having documentation that the good is originating; or

(b) reasonable reliance on supporting documentation provided by the exporter or producer that the good is originating.

4. For greatercertainty, nothing in paragraph 1 or 2 shall be construed to allow a Party to require an exporter or producer to complete a declaration of origin or provide a declaration of origin to another person.

5. The information, including documents and written representations, referred to in paragraphs 1 to 3 are subject to the requirements of Article 3.21 (Record Keeping Requirements). 2 Paragraph 3 applies to aParty from the date ofimplementationof thedeclaration of origin by theimporter under Article 3.15.2 (Claims for Preferential Tariff Treatment).

Article 3.17. Minor Discrepancies and Errors

Each Party shall provide that its customs administration shall not reject a declaration of origin due to minor discrepancies or errors in it, such as slight discrepancies between the statements made in the declaration of origin and those made in the import documentation submitted to the customs administration, or typing or formatting errors, provided that these do not create doubt as to the validity of the declaration of origin or the correctness of the import documentation.

Article 3.18. Waiver of Declaration of Origin

1. A Party shall notrequirea declaration of origin if:

(a) the customs value of the importation does not exceed US $200 or the equivalent amount in the importing Party's currency or any higher amount as the importing Party may establish; or

(b) it is a good for which the importing Party has waived the requirement or does not require the importer to present a declaration of origin, provided that the importation does not form part of a series of importations carried out or planned for the purpose of evading compliance with the importing Party's laws, regulations, or procedures governing claims for preferential tariff treatment under this Agreement.

2. The Parties shall enter into discussionsto review this Article within fiveyears after the date of entry into force of this Agreement.

Article 3.19. Obligations Relating to Importation

1. Except as otherwise provided in this Chapter, each Party shall provide that, for the purpose of claiming preferential tariff treatment in accordance with its laws and regulations, the importer shall:

(a) make a statement forming part of the import document that the good qualifies as an originating good;

(b) have a valid declaration of origin in its possession at the time the statement referred to in subparagraph (a) is made; and

(c) provide a copy of the declaration of origin to the importing Party if required by that Party.

2. Each Party shall provide that, if the importer has reason to believe that the declaration of origin is based on incorrect information that could affect the accuracy or validity of the declaration of origin, the importer shall in accordance with that Party's laws and regulations correct the importation document and pay any customs duty and, if applicable, penalties owed.

3. An importing Party shall not subject an importer to a penalty for making an invalid claim for preferential tariff treatment if the importer, on becoming aware that their claim is not valid and prior to discovery of the error by that Party, voluntarily corrects the claim in accordance with that Party's laws and regulations, and pays any applicable customs duty under the circumstances provided for in the Party's law.

4. A Party may require an importer to demonstrate that a good for which the importer claims preferential tariff treatment was shipped in accordance with Article 3.14 (Transit and Transhipment) by providing:

(a) transportation documents, including the multimodal or combined transportation documents, such as bills of lading or waybills, indicating the shipping route and all points of shipment and transhipment prior to the importation of the good; and

(b) if the good is shipped through or transhipped outside the territories of the Parties, relevant documents, such as in the case of storage, storage documents or a copy of the customs control documents, demonstrating that the good remained under customs control while outside the territories of the Parties.

Article 3.20. Obligations Relating to Exportation

1. Each Party shall provide that an exporter or producer in its territory that completes a declaration of origin shall submit a copy of that declaration of origin to its competent authority on its request.

2. Each Party may provide that a false declaration of origin or other false information provided by an exporter or a producer in its territory to support a claim that a good exported to the territory of the other Party is originating has the same legal consequences, with appropriate modifications, as those that would apply to an importer in its territory that makes a false statement or representation in connection with an importation.

3. Each Party shall provide that an exporter or producer who has completed a declaration of origin must immediately notify, in writing, every person and the competent authority of the exporting Party to whom the exporter or producer provided the declaration of origin if the exporter or producer becomes aware, or has reason to believe, that the declaration of origin contains or is based on incorrect information affecting the originating status of a good covered by the declaration of origin.

4. A Party shall not impose penalties on an exporter or producer in its territory that voluntarily provides written notification pursuant to paragraph 3 with respect to a declaration of origin.

5. Each Party shall allow adeclaration of origin to be maintained in any medium and to be submitted electronically from the exporter or producer in the territory of a Party to an importer in the territory of a Party.

Article 3.21. Record Keeping Requirements

1. Each Party shall provide that an importer claiming preferential tariff treatment for a good imported into the territory of that Party shall maintain, for four years from the date of importation of the good, or a longer period as specified in that Party's laws and regulations: (a) the documentation related to the importation, including the declaration of origin that served as the basis for the claim; and (b) all records necessary to demonstrate that the good is originating and qualified for preferential tariff treatment, if the claim was based on a declaration of origin completed by the importer. (3)

(3) Paragraph 1(b) applies to a Party from the date of implementation of the declaration of origin by the importer under Article 3.15.2 (Claims for Preferential Tariff Treatment).

2. Each Party shall provide that a producer or exporter in its territory that provides a declaration of origin shall maintain, for

four years from the date the declaration of origin was issued or a longer period as specified in that Party's laws and regulations, all records necessary to demonstrate that a good for which the exporter or producer provided a declaration of origin is originating, including records associated with: (a) the purchase of, cost of, value of, shipping of, and payment for, the good or material; (b) the purchase of, cost of, value of, shipping of, and payment for all materials, including indirect materials, used in the production of the good or material; and (c) the production of the good in the form in which the good is exported or the production of the material in the form in which the material was sold.

3. Each Party shall provide that an importer, exporter, or producer in its territory may choose to maintain the records specified in paragraphs 1 and 2 in any medium that allows for prompt retrieval and printing, including electronic, optical, magnetic, or written form in accordance with that Party's law.

Article 3.22. Verification of Origin

For the purpose of determining whether a good imported into its territory is originating, the customs administration of the importing Party may conduct a verification of a claim for preferential tariff treatment by one or more of the following:

(a) a written request for information to the importer, in accordance with Article 3.23 (Request for Verification of Origin) and Article 3.25 (Supplementary Provisions for Verifications of Origin);

(b) a written request for information to the exporter or producer, in accordance with Article 3.23 (Request for Verification of Origin) and Article 3.25 (Supplementary Provisions for Verifications of Origin);

(c) a verification visit to the premises of the exporter or producer in the territory of the other Party, in accordance with Article 3.24 (Verification Visit) and Article 3.25 (Supplementary Provisions for Verifications of Origin); or

(d) any other procedure to which the Parties may decide.

Article 3.23. Request for Verification of Origin

1. For the purpose of determining whether a good imported into its territory is originating, the customs administration of the importing Party may, pursuant to subparagraphs (a) and (b) of Article 3.22 (Verification of Origin), conduct a verification of a claim for preferential tariff treatment by sending a written request for information to the importer, exporter, or producer.

2. A written request for information under paragraph 1 shall:

(a) include the identity of the customs administration issuing the request;

(b) state the reason for the request, including the specific issue the requesting Party seeks to resolve with the verification; and

(c) include sufficient information to identify the good that is being verified, which may include the declaration of origin.

3. For greater certainty, if the claim for preferential tariff treatment is based on the importer's declaration of origin, the importing Party is not required to request information from the exporter or producer to support a claim for preferential tariff treatment.

4. If the claim for preferential tariff treatment is based on a declaration of origin completed by the exporter or producer:

(a) the importing Party may send a request for information to the importer under paragraph 1. If in response to such request, the importer does not provide information to the importing Party or the information provided is not sufficient to support a claim for preferential tariff treatment, the importing Party shall request information from the exporter or producer pursuant to subparagraphs (b) or(c) of Article 3.22 (Verification of Origin) before it may deny the claim for preferential tariff treatment; or

(b) the importing Party may send a request for information directly to the exporter or producer under paragraph 1.

5. The customs administration of the importing Party shall provide the importer with at least 30 days or a shorter period in accordance with its laws and regulations, and the exporter or producer at least 45 days, from the date of receipt of the written request for information sent under Paragraph 1 to respond to the request.

6. If the customs administration of the importing Party initiates a verification to the exporter or producer in accordance with paragraph 1, it shall promptly inform the importer and competent authority of the exporting Party, only for the purpose of their awareness, of the initiation of such verification.

7. If the importing Party conducts a verification, it shall accept information directly from the importer, exporter, or producer.

8. During verification, the importing Party shall allow the release of the good, subject to payment of duties or provision of security as provided for in its laws and regulations. If as a result of the verification the importing Party determines that the good is an originating good, it shall grant preferential tariff treatment to the good and refund any excess duties paid or release any security provided unless the security also covers other obligations, subject to its laws and regulations.

9. The customs administration of the importing Party shall provide the importer with a written determination of origin that includes the findings of facts and the legal basis for the determination.

10. Prior to issuing a written determination after a verification under subparagraphs (a) or (b) of Article 3.22 (Verification of Origin), if the importing Party intends to deny preferential tariff treatment, it may decide to provide the importer and any exporter or producer who is subject to the verification or provided information directly to the importing Party, a period of at least 30 days before the determination is made, for the submission of additional information relating to the origin of the good.

11. For greater certainty, a request for information pursuant to paragraph 1 shall not preclude the use of a verification visit pursuant to Article 3.22(c) (Verification of Origin).

Article 3.24. Verification Visit

1. An importing Party may, through its customs administration, conduct a verification visit to the premises of the exporter or producer of the good pursuant to Article 3.22(c) (Verification of Origin), and the applicable procedures, through a request for a verification visit as described in this Article.

2. Prior to conducting a verification visit, the customs administration of the importing Party shall request the written consent of the exporter or producer at least 60 days in advance of the proposed verification visit.

3. For the purpose of paragraph 2, the written request for consent of the exporter or producer to the verification visit shall indicate:

(a) the elements provided in Article 3.23.2 (Request for Verification of Origin);

(b) the legal authority for the visit;

(c) the proposed date and location for the visit;

(d) the specific purpose of the visit; and

(e) the names and titles of the officials conducting the visit.

4. If the importing Party initiates a verification visit under paragraph 1, it shall, at the time of making the request for consent to the visit under paragraph 2, provide a copy of the request to the competent authority of the other Party.

5. Each Party shall provide that the exporter or producer shall respond within 30 days of the date of its receipt of the written request under paragraph 2 to provide its written consent or refusal for a verification visit.

6. For greater certainty, the customs administration of the importing Party shall not visit the premises of any exporter or producer in the territory of the exporting Party without written prior consent from the exporter or producer.

7. Each Party shall provide that the competent authority of the exporting Party may, within 15 days of the date of receipt of the copy of the request under paragraph 4, postpone the proposed verification visit for a period not exceeding 45 days from the proposed date of the visit, or for a longer period that the Parties may decide.

8. Each Party shall provide that, the exporter or producer may, on a single occasion and within 15 days of the date of receipt of the request under paragraph 2, postpone the proposed verification visit for a period not exceeding 45 days from the proposed date of the visit.

9. A Party shall not deny preferential tariff treatment to a good based only on the postponement of a verification visit under paragraph 7 or paragraph 8.

10. Prior to issuing a written determination after a verification pursuant to Article 3.22(c) (Verification of Origin), if the importing Party intends to deny preferential tariff treatment, it shall provide the importer and any exporter or producer who is subject to the verification or provided information directly to the importing Party, a period of at least 30 days for the submission of additional information relating to the origin of the good.

Article 3.25. Supplementary Provisions for Verifications of Origin

1. For the purposes of Article 3.23 (Request for Verification of Origin) and Article 3.24 (Verification Visit):

(a) it is sufficient for a Party to rely on the contact information of an exporter, producer, or importer located in the territory of a Party provided in a declaration of origin; and

(b) all communication to the importer, exporter, producer, customs administration, or competent authority of the exporting Party shall be sent by any means that can produce any confirmation of receipt. The specified time periods will begin from the date of receipt.

2. If the customs administration of the importing Party conducts a verification under Article 3.22 (Verification of Origin), it shall:

(a) ensure that the written request for information, or documentation to be reviewed, is limited to information and documentation to determine whether the good is originating; and

(b) describe the information or documentation requested in sufficient detail to allow the importer, exporter, or producer to identify the information and documentation necessary to respond.

3. For the purposes of Article 3.22 (Verification of Origin), the importing Party shall inform the importer, and any exporter or producer who is subject to the verification or provided information directly to the importing Party, of the results.

4. If verifications by a Party indicate a pattern of conduct by an importer, exporter, or producer of false or unsupported representations relevant to a claim that a good imported into its territory qualifies as an originating good, the Party may withhold preferential tariff treatment to identical goods imported, exported, or produced by that person until that person demonstrates that the identical goods qualify as originating. For the purposes of this paragraph, “identical goods” means goods that are the same in all respects relevant to the particular rule of origin that qualifies the goods as originating.

5. If a pattern of conduct is established, the verification process does not need to be conducted on future imports of identical goods. However, the importer must be notified each time the goods are denied preferential tariff treatment. The exporter or producer must also be notified that the goods have been denied preferential tariff treatment if they have provided the importer with a declaration of origin after a pattern of conduct has been established.

6. In conducting a verification of origin of a good imported into its territory pursuant to Article 3.22 (Verification of Origin), a Party may conduct a verification of the origin of a material that is used in the production of that good in accordance with Article 3.22 (Verification of Origin), and the procedures in paragraphs 1, 2, and 5 of Article 3.23 (Request for Verification of Origin), paragraphs 1 through 5, 6, 7, and 8 of Article 3.24 (Verification Visit), paragraphs 1(b) and 2 of this Article, and Article 3.26 (Participation of Observers in Origin Verification).

7. If a Party conducts a verification of a material under paragraph 6, the Party may consider the material to be non-originating in determining whether the good is an originating good if the producer or supplier of that material does not allow the Party access to information required to make a determination of whether the material is an originating material by the following or other means:

(a) denial of access to its records;

(b) failure to respond to a request for information; or

(c) failure to provide its written consent within 30 days of the date ofreceipt of a request for a verification visit under Article 3.24.2 (Verification Visit).

8. If the customs administration of the importing Party considers the information obtained under Article 3.22 (Verification of Origin) is not sufficient to make a determination, it may request the assistance of the exporting Party. On request, the exporting Party may, as it deems appropriate and in accordance with its laws and regulations, assist with the verification by providing information it has that is relevant to the verification of origin. The importing Party shall not deny a claim for preferential tariff treatment solely on the grounds that the exporting Party did not provide the requested assistance.

9. The Party conducting a verification shall, as expeditiously as possible and no later than 120 days after it has received all the information necessary to make the determination, provide the written determination under Article 3.23.9 (Request for Verification of Origin). In exceptional cases, the Party may extend this period for up to 90 days after notifying the importer, and any exporter or producer who is subject to the verification or provided information during the verification. For the purposes of this paragraph, information necessary means any information collected pursuant to a verification request to an

exporter or producer, information that may be required regarding the materials used in the production of a good or any assistance requested under paragraph 8.

Article 3.26. Participation of Observers In Origin Verification

Each Party shall allow an exporter or a producer whose good is the subject of a verification visit by the other Party pursuant to Article 3.22(c) (Verification of Origin) to designate three observers (4) to be present during the visit, provided that:

(4) The exporter or producer may designate, as one of the three observers, a single government official to be present during a verification visit.

(a) the observers do not participate in a manner other than as observers;

(b) the failure of the exporter or producer to designateobservers does not result in the postponement of the visit; and

(c) the exporter or producer of a good identifies, to the customs administration conducting the verification visit, any observers designated to be present during the visit.

Article 3.27. Determinations on Claims for Preferential Tariff Treatment

1. Except as otherwise provided in paragraph 2, each Party shall grant a claim for preferential tariff treatment made in accordance with this Chapter for a good that arrives in its territory on or after the date of entry into force of this Agreement. In addition, if permitted by the importing Party, the importing Party shall grant a claim for preferential tariff treatment made in accordance with this Chapter for a good which is imported into its territory or released from customs control on or after the date of entry into force of this Agreement.

2. The importing Party may deny a claim for preferential tariff treatment if:

(a) it determines that the good does not qualify as originating under this Chapter;

(b) it has not received sufficient information to determine that the good qualifies as originating pursuant to a verification under Article 3.22 (Verification of Origin);

(c) it has not received a response to a written request for information or questionnaire from the importer, producer, or exporter in accordance with subparagraph (a) or (b) of Article 3.22 (Verification of Origin);

(d) the exporter or producer does not provide its written consent to a verification visit pursuant to Article 3.22(c) (Verification of Origin); or

(e) the importer, exporter, or producer fails to comply with the requirements of this Chapter.

Article 3.28. Refunds and Claims for Preferential Tariff Treatment after Importation

1. Each Party may, in accordance with its laws and regulations, provide that an importer may apply for preferential tariff treatment and a refund of any excess duties paid for a good if the importer did not make a claim for preferential tariff treatment at the time of importation, provided that the good would have qualified for preferential tariff treatment when it was imported into the territory of the Party.

2. As a condition for preferential tariff treatment under paragraph 1, the importing Party may require that the importer:

(a) make a claim for preferential tariff treatment;

(b) provide a statement that the good was originating at the time of importation;

(c) provide a copy of the declaration of origin; and

(d) provide such other documentation relating to the importation of the good as the importing Party may require, no later than one year after the date of importation or a longer period if specified in the importing Party's laws and regulations.

Article 3.29. Penalties

Each Party shall maintain criminal, civil, or administrative penalties for violations of its laws and regulations related to this Chapter.

Article 3.30. Advance Rulings Relating to Origin

1. Each Party shall, through its customs administration, provide for the expeditious issuance of written advance rulings, prior to the importation of a good into its territory, to an importer in its territory or an exporter or producer of the exporting Party, or any other person with a justifiable cause, or a representative thereof, concerning whether a good qualifies as an originating good under this Chapter.

2. A Party may require that the person requesting an advance ruling pursuant to paragraph 1 have legal representation or be registered in its territory.

3. Each Party shall adopt or maintain procedures forthe issuance of advance rulings, including a detailed description of the information reasonably required to process an application for a ruling.

4. Each Party shall make the following information available on one or morefree, publicly accessible websites, and shall ensure that the information is updated as necessary:

(a) the advance rulings procedures as set out in paragraph 3;

(b) newly issued advance rulings pursuant to this Article and Article 4.8 (Customs Procedure and TradeFacilitation – Advance Rulings), in accordance with its laws, regulations, and procedures, which may be subject to the consent of the person to whom the advance ruling was issued.

5. Each Party shall endeavour to allow a person to request an advance ruling through electronic means, such as via email or through an internet-based system.

6. Each Party shall provide that its customs administration:

(a) may, at any time during the course of an evaluation of an application for an advance ruling, request supplemental information from the person requesting the ruling;

(b) issue the ruling within 120 days from the date on which it has obtained all necessary information from the person requesting the advance ruling; and

(c) provide, to the person requesting the advance ruling, a full explanation of the reasons for the ruling.

7. When an application for an advance ruling involves an issue that is the subject of:

(a) a verification of origin;

(b) a review by, or appeal to, a customs administration; or (c) a judicial or quasi-judicial review in the customs administration's territory, the customs administration, in accordance with its laws, may decline or postpone the issuance of the ruling.

8. Subject to paragraph 10, each Party shall apply an advance ruling to importations into its territory of the product for which the ruling was requested on the date of its issuance or at a later date if specified in the ruling.

9. Each Party shall issue consistent advance rulings when all relevant facts and circumstances are identical.

10. A Party may issue a modification or revocation ofan advance ruling if:

(a) the ruling is based on an error of fact;

(b) there is a change in the material facts or circumstances on which the ruling is based;

(c) it is to conform with an amendment of this Chapter or Chapter 2 (National Treatment and Market Access for Goods); or (d) it is to conform with a judicial or quasi-judicial decision or a change in its law.

11. A modification or revocation of an advance ruling issued in accordance with paragraph 10 is effective on the date on which the modification or revocation is issued, or on a later date if specified in the ruling, and shall not be applied to importations of a product that have occurred prior to that date, unless the person to whom the advance ruling was issued has not acted in accordance with its terms and conditions.

12. Each Party shall provide that an advance ruling remains in effect and is honoured unless it has been modified or revoked pursuant to paragraph 10.

13. A Party shall not impose a fee or chargefor the issuance or processing of advance rulings.

14. Each Party shall promote the use of the other Party's advance rulings by encouraging its traders to request advance rulings from the other Party.

Article 3.31. Review and Appeal

For greater certainty, the importing Party shall grant the rights of review and appeal in matters relating to the determination of origin under this Chapter in accordance with Article 4.18 (Customs Procedure and Trade Facilitation – Review and Appeal).

Article 3.32. Confidentiality

For greater certainty, Article 4.19 (Customs Procedure and Trade Facilitation – Protection of Trader Information) applies to information that relates to a trader that is collected or shared under this Chapter.

Article 3.33. Administrative Regulations on Origin Procedures

1. The Parties shall establish and implement through their respective laws, regulations, or administrative policies, administrative regulations regarding the interpretation, application, and administration of this Chapter, including the Minimum Data Elements of the Declaration of Origin contained in Annex 3-A.

2. Each Party shall implement any modification of or addition to the administrative regulations, referred to in paragraph 1, within such period as the Parties may decide. 3. Each Party shall apply the administrative regulations, referred to in paragraph 1, in addition to the obligations in the Chapter.

Article 3.34. Cooperation

1. The Parties shall cooperate, to the extent practicable and subject to available resources, to jointly organize training programs on trade and customs issues related to this Chapter, such as simulated audit environment exercises, for the government officials who participate directly in trade and customs procedures.

2. With respect to goods considered originating in accordance with Article 3.4 (Accumulation), the Parties may cooperate with a non-Party in developing origin procedures based on the principles of this Chapter.

Section D. Other Matters

Article 3.35. Committee on Rules of Origin, Origin Procedures, and Trade Facilitation

1. The Parties hereby establish a Committee on Rules of Origin, Origin Procedures, and Trade Facilitation (Committee), composed of government representatives of each Party, to consider any matters arising under this Chapter and Chapter 4 (Customs Procedures and Trade Facilitation).

2. The Committee shall consult regularly to ensure that this Chapter and Chapter 4 (Customs Procedures and Trade Facilitation) is administered effectively, uniformly, and consistently with the spirit and objectives of this Agreement, and shall cooperate in the administration of this Chapter and Chapter 4 (Customs Procedures and Trade Facilitation).

3. The Committee shall consult to discuss possible amendments or modifications to this Chapter and its Annexes, taking into account developments in technology, production processes, or other related matters.

4. Prior to the entry into force of an amended version of the Harmonized System (HS), the Committee shall consult to prepare updates to this Chapter that are necessary to reflect changes to the Harmonized System (HS).

Chapter 4. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 4.1. Objectives and Principles

1. Each Party affirms its rights and obligations under the Agreement on Trade Facilitation, set out in Annex 1A to the WTO Agreement.

2. Each Party shall administer its customs procedures relating to the importation, exportation, and transit of goods, with the objective of:

(a) promoting predictability, consistency, and transparency in the application of its customs laws and regulations throughout its territory;

(b) facilitating the importation, exportation, and transit of goods that meet its laws, regulations, and procedural requirements; and

(c) ensuring compliance with its law.

3. The Parties shall seek to promote cooperation between their customs administrations.

4. For greater certainty, nothing in this Chapter shall prevent a Party from administering or introducing a measure that ensures or enhances trader compliance with its laws, regulations, or procedural requirements relating to the importation, exportation, or transit of goods, in a manner that is consistent with its international obligations and the obligations in this Chapter. This includes a measure that seeks to ensure the safety and security of the Party and its citizens through the proper declaration of goods and the payment of applicable duties, taxes, fees, and charges by traders.

Article 4.2: Scope

This Chapter applies to customs matters with respect to goods traded between the Parties in accordance with the respective laws and regulations of each Party.

Article 4.3. Publication and Availability of Information

Each Party shall make the following information available on one or more free, publicly accessible websites, and shall ensure that the information is updated as necessary:

(a) information the Party is required to publish under the Agreement on Trade Facilitation, set out in Annex 1A to the WTO Agreement, and Article X (Publication and Administration of Trade Regulations) of the General Agreement on Tariffs and Trade 1947, set out in Annex 1A to the WTO Agreement, in a manner that enables persons to become acquainted with them;

(b) the Party's customs procedures relating to the importation, exportation, and transit of goods, in a manner that is clear and comprehensive;

(c) a description of the procedures and practical steps an interested person needs to follow for the importation into, exportation from, and transit of goods through the Party's territory;

(d) contact information for any enquiry point maintained by the Party pursuant to Article 4.4 (Enquiry Points);

(e) a comprehensive list of the Party's governmental authorities responsible formeasures imposed in relation to the importation into, exportation from, and transit of goods through its territory, including their contact information;

(f) information on the Party's security regime and its requirements, if administered, including the method used to establish a security amount, as set out in Article 4.10.4 (Release of Goods);

(g) information on the Party's single window system,as set out in Article 4.12 (Single Window System);

(h) information on the Party's penalty regime for breaches of customs laws and regulations, as set out in Article 4.17 (Penalties);

(i) information on how a person may request a review or appeal, pursuant to Article 4.18 (Review and Appeal); and

(j) information on how a person may submit a complaint, in accordance with Article 4.20.2 (Standards of Conduct).

Article 4.4. Enquiry Points

1. Each Party shall maintain one or more enquiry points to address enquiries from interested persons regarding its customs procedures pertaining to the importation, exportation, and transit of goods.

2. A Party shall not require the payment of a fee or charge for answering an enquiry under paragraph 1. For greater certainty, a Party may require payment of a fee or charge with respect to other enquiries requiring document search, duplication, and review in connection with requests for public access to government records made in accordance with its laws and regulations.

3. Each Party shall ensure that a response to an enquiry under paragraph 1 is provided within a reasonable period of time, which may vary depending on the nature or complexity of the request.

Article 4.5. Trader Consultation

1. If a Party proposes to adopt a regulation of general application governing trade and customs matters relating to goods, that Party shall, to the extent possible and in accordance with its law:

(a) publish the proposed regulation on a free, publicly accessible website; or

(b) make information on the proposed regulation available free of charge and through any electronic means, as early as possible, before its adoption.

2. Each Party shall, to the extent possible and in accordance with its law, provide interested persons the opportunity to comment on a proposed regulation referred to in paragraph 1.

3. Each Party shall allow for communication between its customs administration and traders within its territory regarding its procedures related to the importation, exportation, and transit of goods, including emerging issues. These communications may take place regularly or on an ad hoc basis.

Article 4.6: Tariff Classification of Goods

For the purposes of determining the tariff classification of goods traded between the Parties, each Party shall apply the Harmonized System (HS).

Article 4.7. Customs Valuation of Goods

1. For the purposes of determining the customs value of goods traded between the Parties, each Party shall apply the provisions contained in Part I and Annex I of the Agreement on the Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 (Customs Valuation Agreement), set out in Annex 1A of the WTO Agreement.

2. In applying paragraph 1, each Party shall examine the customs value of an imported good on its own merit, giving due consideration to the circumstances surrounding the individual importation. To this end, a Party shall not reject the application of the "transaction value" method under Article 1 of the Customs Valuation Agreement, solely based on the fact that the price declared for an imported good is lower than the prevailing market prices for identical imported goods, or lower than the prevailing market prices for similar imported goods, as applicable.

3. To the greatest extent possible, if an import declaration has been presented and the customs administration of the importing Party has reason to doubt the truth or accuracy of the particulars of the declaration, or of documents produced in support of the declared customs value, the Party's customs administration shall apply the provisions contained in Decision 6.1 of the WTO Committee on Customs Valuation.

4. For greater certainty, for the purposes of this Article, a Party's communication in writing as referred to in the Customs Valuation Agreement or in Decision 6.1 of the WTO Committee on Customs Valuation may be done through electronic means.

Article 4.8. Advance Rulings

1. Each Party shall issue an advance ruling on:

(a) the tariff classification of a good, in accordance with the Harmonized System (HS);

(b) the appropriate method or criteria to be used for determining the customs value of a good, under a particular set of facts, in accordance with the Customs Valuation Agreement;

(c) the origin of a good; and

(d) any other matter that the Parties may decide.

2. For the purposes of paragraph 1, each Party shall issue advance rulings in accordance with Article 3.30 (Rules of Origin and Origin Procedures – Advance Rulings Relating to Origin).

Article 4.9. Pre-Arrival Processing

1. Each Party shall adopt or maintain procedures allowing for the submission of information, including documentation or data, required for the importation of goods, in order to begin processing prior to the arrival of goods with a view to

expediting the release of goods upon arrival.

2. Each Party shall, as appropriate, provide for the advance submission of information, including documentation or data, referred to in paragraph 1 in electronic format for pre-arrival processing of this information.

Article 4.10. Release of Goods

1. In order to facilitate trade between the Parties, each Party shall adopt or maintain simplified customs procedures for the efficient release of goods.

2. Pursuant to paragraph 1, each Party shall adopt or maintain procedures that:

(a) provide for the immediate release of goods upon receipt of thecustoms declaration and fulfillment of all applicable requirements and procedures;

(b) provide for the electronic submission and processing of information, including documentation or data, prior to the arrival of the goods in order to expedite the release of goods from customs control upon arrival;

(c) allow goods to be released at the point of arrival without requiring temporary transfer to warehouses or other facilities; and

(d) require that the importer be informed when a Party does not release the goods in accordance with subparagraph (a), including, to the extent permitted by itslaws and regulations, the reasons why the goods are not released.

3. Each Party shall adopt or maintain procedures that provide for therelease of goods prior to a final determination and payment of any duties, taxes, fees, and charges imposed on or in connection with the importation of the goods, when these elements are not determined prior to or promptly upon arrival, provided that the goods are otherwise eligible for release and any security required by the importing Party has been provided.

4. If a Party requires security as a condition for release, that Party shall:

(a) allow for a security instrument to cover multiple importations;

(b) limit the security to an amount that is calculated to ensure compliance with payment of duties, taxes, fees, and charges, and that must not represent an indirect protection of domestic traders or goods; and

(c) ensure that the security is discharged as soon as possible after its customs administration is satisfied that the obligations arising from the importation of the goods have been fulfilled or, for instruments covering multiple importations, until it is no longer required by the customs administration.

5. Each Party shall allow goods intended for importation to be moved under customs control from the point of entry into the Party to another customs office in its territory, provided the applicable requirements are met.

6. Nothing in this Article requires a Party to release a good if its requirements for release have not been met.

Article 4.11. Express Shipments

1. Each Party shall adopt or maintain expedited customs procedures for express shipments for at least those goods entered through an air cargo facility while maintaining appropriate customs control and selection by:

(a) providing for pre-arrival processing of information, including documentation or data, required to release express shipments;

(b) permitting, to the extent possible, the single submission of information, including documentation or data, covering all goods contained in an express shipment through electronic means. For greater certainty, additional information, including documentation or data, may be required as a condition for release;

(c) minimizing the information, including documentation or data, required for the release of express shipments;

(d) providing for these shipments, under normal circumstances, to be released immediately after arrival, provided that all necessary information, including documentation or data, has been submitted and all requirements have been met; and

(e) endeavouring to apply the treatment in subparagraphs (a) through (d) to shipments of any weight or value, recognizing that a Party is permitted to:

(i) require additional entry procedures that may vary based on the weight or value of the good. Additional entry procedures include declarations and supporting documentation for the assessment and payment of duties and taxes; and

(ii) limit the treatment in subparagraphs (a) through (d) based on the type of good, provided that the treatment is not limited to low value goods such as documents.

2. Nothing in paragraph 1 shall affect the right of a Party to examine, detain, seize, confiscate, or refuse the entry of goods, or to carry out post-clearance audits, including in connection with the use of risk management systems. Further, nothing in paragraph 1 shall prevent a Party from requiring completion of additional entry procedures and any necessary information, including documentation or data, for the release of restricted or controlled goods.

Article 4.12. Single Window System

1. Each Party shall maintain a single window system enabling a trader to electronically submit, through a single entry point, information, including documentation or data, required by the Party for the importation of a good into its territory.

2. Each Party shall, through the single window system and in a timely manner, inform a trader that is using its single window system of the status of the release of goods.

3. If a Party receives information, including documentation or data, for a good or shipment of goods through its single window system, the Party shall not request the same information for that good or shipment of goods, except in urgent circumstances or pursuant to other limited exceptions set out in its laws, regulations, or procedures. Each Party shall minimize the extent to which paper documents are required if electronic copies are provided.

Article 4.13. Risk Management

1. Each Party shall adopt or maintain a risk management regime that enables its customs administration to focus enhanced customs controls on high-risk shipments and facilitates the release and movement of low-risk shipments.

2. Each Party shall administer risk management at the border, as well as in the pre.border and post-border environments.

3. Each Party shall base risk assessment on appropriate selectivity criteria. 4. Each Party shall use electronic systems for risk management and targeting.

5. Each Party shall design and apply risk management in a manner that avoids arbitrary or unjustifiable discrimination, or disguised restrictions on international trade.

6. In order to facilitate trade, each Party shall periodically review and update its risk management regime, as appropriate.

Article 4.14. Customs Brokers

With a view to allowing traders to fulfill obligations on their own behalf with respect to the importation, exportation, and transit of goods, a Party shall not require the mandatory use of customs brokers.

Article 4.15. Consistency

1. With a view to promoting transparency and predictability for traders, each Party shall adopt or maintain administrative measures that support consistency in the implementation and application of its customs laws and regulations throughout its territory. These administrative measures may include, among others, training for customs officials and the issuance of internal guidance or policy documents.

2. For greater certainty, the administrative measures adopted or maintained pursuant to paragraph 1 shall not prevent a Party's customs administration from exercising discretion, as provided for in its law, in the implementation and application of its customs laws and regulations.

3. If an inconsistency is discovered in the implementation or application of its customs laws or regulations, the Party shall promptly seek to resolve the inconsistency, if practicable.

Article 4.16. Post-Clearance Audit

1. With a view to expediting the release of goods, each Party shall adopt or maintain a post-clearance audit regime to ensure compliance with its customs and other related laws and regulations.

2. Each Party shall conduct post-clearance audits in a risk-based manner.

3. Each Party shall conduct post-clearance audits in a transparent manner that informs the audited person with respect to the Party's laws, regulations, and procedures, and promotes future compliance. Once an audit is completed, the Party shall without delay notify the person whose records are audited of the results, the basis for the results, and the audited person's rights and obligations.

4. The Parties acknowledge that information obtained in a post-clearance audit may be used in further administrative, quasi-judicial, or judicial proceedings.

5. Each Party shall, wherever practicable, use the results of post-clearance audits in applying risk management.

6. Each Party shall provide in its laws or regulations a fixed and finite period with respect to record-keeping obligations.

Article 4.17. Penalties

1. Each Party shall adopt or maintain a penalty regime addressing breaches of its customs laws or regulations in relation to the importation, exportation, or transit of goods.

2. Each Party shall ensure that its penalties for breaches of customs laws or regulations are administered by its customs administration in a transparent and uniform manner throughout its territory.

3. Each Party shall ensure that a penalty imposed by its customs administration for a breach of its customs laws or regulations is imposed only on the person legally responsible for the breach.

4. Each Party shall ensure that a penalty imposed by its customs administration for a breach of its customs laws or regulations is based on the facts and circumstances of the case, including any previous breaches by the person receiving the penalty, and is commensurate with the nature and severity of the breach.

5. Each Party shall adopt or maintain measures to:

(a) avoid conflicts of interest in the assessment and collection of penalties, duties, and taxes by its customs administration; and

(b) ensure the objective assessment and collection of penalties, duties,and taxes by its customs administration.

6. Each Party shall ensure that when its customs administration imposes a penalty for a breach of its customs laws or regulations, it provides an explanation in writing to the person on whom the penalty is imposed, specifying:

(a) the nature of the breach, including the specific laws orregulations concerned;

(b) the basis for determining the penalty amount if not set forth specifically in the laws, regulations, or procedures; and

(c) the rights and obligations of the person on whom the penalty is imposed.

7. Each Party shall provide in its laws, regulations,or procedures, or otherwise give effect to, a fixed and finite period within which its customs administration may initiate an administrative proceeding to impose a penalty relating to a breach of its customs laws or regulations. For greater certainty, this paragraph does not apply to quasi-judicial or judicial proceedings.

Article 4.18. Review and Appeal

1. Each Party shall provide that any person to whom its customs administration issues an administrative determination has the right to:

(a) an administrative review or appeal of the determination, by an administrative authority higher than or independent of the official or office that issued the determination; and

(b) a quasi-judicial or judicial review or appeal of the determination made at the final level of an administrative review.

2. Each Party shall ensure that its procedures for review and appeal are carried out in a non-discriminatory and timely manner, without undue delay.

3. A Party shall not treat a person that has filed a request for review or appeal less favourably than a person who has not filed such a request, based solely on the filing of that request.

4. A Party shall not impose a fee or charge for an administrative review or appeal of an administrative determination. Nothing in this Article shall prevent a Party from requiring full payment of assessed duties, taxes, penalties, or interest prior to a request for review or appeal.

5. Each Party shall adopt or maintain procedures that allow for a request for administrative review or appeal to be submitted through electronic means.

6. Each Party shall ensure that an authority conducting a review or appeal under paragraph 1 notifies the person in writing of its determination or decision in the review or appeal, and the reasons for the determination or decision.

Article 4.19. Protection of Trader Information

1. Each Party shall adopt or maintain measures governing the collection, protection, use, disclosure, retention, correction, and disposal of information that relates to a trader and that is collected by its customs administration for the purposes of administering or enforcing its customs laws and regulations.

2. Each Party shall maintain, through its customs administration, the confidentiality of all information collected for the purposes of administering or enforcing its customs laws and regulations and shall protect that information from use or disclosure that could prejudice the competitive position of the trader to whom the information relates.

3. Notwithstanding paragraph 2, a Party may use or disclose confidential information but only for the purposes of administering or enforcing its customs laws and regulations or as otherwise provided under the Party's law, including in an administrative, quasi-judicial, or judicial proceeding.

4. If confidential information is used or disclosed other than in accordancewith this Article, the Party shall address the incident and strive to prevent a reoccurrence.

Article 4.20. Standards of Conduct

1. Each Party shall adopt or maintain measures to deter its customs officials from engaging in improper behaviour or action in the performance or exercise of their official duties, including any behaviour or action that may result in, or reasonably create the appearance of, the use of their position as a public official for personal or private gain.

2. Each Party shall provide a mechanism for persons to submit a complaint regarding perceived improper or unlawful behaviour of a customs official in its territory. Each Party shall take appropriate and timely action in response to a complaint in accordance with its laws, regulations, or procedures.

Article 4.21. Cooperation and Committee

1. Each Party shall designate at least one contact point for the purposes of facilitating the administration of this Chapter and provide the details of the contact point to the other Party, upon entry into force of this Agreement.

2. Each Party may at any time request consultations with the other Party on any matter arising from the interpretation or administration of this Chapter, including sharing information on best practices and experiences.

3. Consultations under paragraph 2 may be conducted through the relevant contact point identified under paragraph 1 or the Committee on Rules of Origin, Origin Procedures, and Trade Facilitation (Committee) established under Article 3.35 (Rules of Origin and Origin Procedures – Committee on Rules of Origin, Origin Procedures, and Trade Facilitation). Consultations shall be concluded within 60 days of the request. The period of time for concluding consultations may be extended by the Parties.

4. When a matter raised in a consultation under paragraph 2 cannot be resolved by the Committee, the Committee may refer the matter to the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee) for guidance and resolution.

5. Nothing in this Article shall prevent a Party's customs administration from rendering a decision, or taking any other action within its lawful authority that it considers necessary, pending a resolution of a matter under this Chapter.

Chapter 5. SANITARY AND PHYTOSANITARY MEASURES

Article 5.1: Definitions 1. The definitions in Annex A of the SPS Agreement, as amended, are incorporated into and madepart

of this Chapter. 2. For the purposes of this Chapter: (a) competent authority means a government body of each Party responsible for measures ormatters referred to in this Chapter; and (b) WTO SPS Committee means the WTO Committee on Sanitary and Phytosanitary Measures established under Article 12 of the SPS Agreement. 3. The definitions adopted by the: (a) Codex Alimentarius Commission (Codex); (b) World Organisation for Animal Health (WOAH); and (c) International Plant Protection Convention, done at Rome on 6 December 1951 (IPPC), as amended, are incorporated into and made part of this Chapter. 4. To the extent there is an inconsistency between the definitions referred to in paragraphs 1 and 2, and those referred to in paragraph 3, the definitions in paragraph 1 prevail to the extent of the inconsistency. Article 5.2: Objectives The objectives of this Chapter are to: (a) protect human, animal,or plant life or health in the territories of the Parties while facilitating trade; (b) reinforce and build on the SPS Agreement and enhance its practical implementation; (c) strengthen communication, consultation, and cooperation between the Parties, and particularly between the Parties' competent authorities; (d) ensure that a Party's sanitary or phytosanitary measures do not create unjustified barriers to trade and do not constitute disguised restrictions on international trade; (e) enhance transparency and understanding on the development and application of each Party's sanitary and phytosanitary measures; (f) encourage the development and adoption of science-based international standards, guidelines, and recommendations, and promote their implementation by the Parties; and (g) advance and further promote science-based decision making. Article 5.3: Scope This Chapter appliesto all sanitary and phytosanitary measures of a Party that may, directly or indirectly, affect trade between the Parties. Article 5.4: General Provisions The following provisions of the SPS Agreement, as amended, are incorporated into and madepart of this Chapter: (a) Article 1; (b) Article 2; (c) Article 3; (d) Article 4; (e) Article 5; (f) Article 6; (g) Article 7 and Annex B; (h) Article 8 and Annex C; and (i) Article 13. Article 5.5: Equivalence 1. TheParties acknowledge that recognition of the equivalence of sanitary and phytosanitary measures is an important means to facilitate trade. 2. Further to Article 4 of the SPS Agreement, the Parties shall apply recognition of equivalence to a specific sanitary or phytosanitary measure, or to the extent feasible and appropriate, to a group of measures or on a systems-wide basis. In determining the equivalence of a specific sanitary or phytosanitary measure, group of measures, or on a systems-wide basis, each Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 3. In determining the equivalence of a sanitary or phytosanitary measure, the importing Party shall take into account available knowledge, information, and relevant experience, including knowledge acquired through experience with the exporting Party's relevant competent authority. 4. On request of the exporting Party, the importing Party shall explain the objective and rationale of its sanitary or phytosanitary measure and identify the risk the sanitary or phytosanitary measure is intended to address. 5. When the importing Party receives a request for an equivalence determination and determines that the information provided by the exporting Party is sufficient, it shall initiate the equivalence assessment within a reasonable period of time. 6. On request of the exporting Party, the importing Party shall inform the exporting Party of the status of the equivalence assessment. 7. When the importing Party initiates an equivalence assessment, it shall explain, on request of the exporting Party, and without undue delay, its equivalence process, and, if the determination results in recognition of equivalence, its plan for enabling trade. 8. The importing Party shall recognise the equivalence of a sanitary or phytosanitary measure, group of measures, or system, even if the measure, group of measures, or system differs from its own, if the exporting Party objectively demonstrates to the importing Party that the exporting Party's measure achieves the importing Party's appropriate level of sanitary or phytosanitary protection taking into account outcomes that the exporting Party's measures, group of measures, or system achieves. 9. If the importing Party accepts the exporting Party's sanitary or phytosanitary measures, group of measures, or system as equivalent, the importing Party shall communicate this acceptance to the exporting Party in writing and shall apply this recognition to trade from the exporting Party as soon as practical. 10. If an equivalence assessment does not result in acceptance of equivalence, the importing Party shall communicate that determination and its rationale to the exporting Party without undue delay. 11. If a Party plans to adopt, modify, or repeal a measure that is the subject of a sanitary or phytosanitary equivalence recognition, the following applies: (a) that Party shall notify the other Party of its plan. The notification should take place at an appropriately early stage when any comments submitted by the other Party can be taken into account, including by revising its plan. Upon request of a Party, the Parties shall discuss whether the adoption, modification, or repeal of the measure may affect the equivalence recognition; (b) that Party shall, upon request of the other Party, provide information and rationale concerning its planned adoption, modification, or repeal. The other Party shall review any information provided to it and submit any comments to the Party that plans to adopt, modify, or repeal the measure without unjustifiable delay; and (c) the importing Party shall not revoke its recognition of equivalence on the basis that an adoption, modification, or repeal of the measure is pending. 12. If a Party adopts, modifies,or repeals a measure that is the subject of a sanitary or phytosanitary recognition of equivalence, the importing Party shall maintain its recognition of equivalence if the exporting Party objectively demonstrates that the exporting Party's measures concerning the good continue to achieve the appropriate level of sanitary or phytosanitary protection of the importing Party. Upon request of a Party, the Parties shall promptly discuss the determination made by the importing Party. Article 5.6: Science and Risk Analysis 1. Recognising the Parties' rights and obligations under the relevant provisions of the SPS Agreement, this Chapter does not prevent a Party from: (a) establishing its appropriate level of sanitary or phytosanitary protection; and (b) establishing or maintaining an approval procedure, including an import requirement, that requires a risk assessment to be conducted before that Party grants a good access to its market. 2. In conducting its risk assessment and risk management, each Party shall: (a) ensure that each risk assessment

it conducts is appropriate to the circumstances of the risk to human, animal, or plant life or health, and takes into account the available relevant scientific evidence; and (b) take into account the relevant decisions and guidance of theWTO SPS Committee and international standards, guidelines, and recommendations. 3. Each Party shall conduct its risk assessment and risk management with respect to a sanitary or phytosanitary regulation within the scope of Annex B of the SPS Agreement in a manner that is documented and provides the other Party an opportunity to comment. 4. Each Party shall consider, as a risk management option, taking no additional sanitary or phytosanitary measure if that would achieve the Party's appropriate level of sanitary or phytosanitary protection. 5. If the importing Party requires a risk assessment to evaluate a request from the exporting Party to authorise the importation of a good of the exporting Party, the importing Party shall provide, on request of the exporting Party, an explanation of the information required for the risk assessment. On receipt of the requisite information from the exporting Party, the importing Party shall endeavour to facilitate the evaluation of the request for authorisation by scheduling work on this request in accordance with the available resources and applicable procedures, policies, laws, and regulations of the importing Party. 6. On request of the exporting Party, the importing Party shall inform the exporting Party of the status of any risk assessment, risk management, or other evaluation the importing Party requires to facilitate trade and of any delay that may occur during the process. 7. If the importing Party, as a result of arisk assessment, adopts a sanitary or phytosanitary measure that may facilitate trade between the Parties, the importing Party shall implement the measure within a reasonable period of time. 8. Without prejudice to Article 5.9 (Emergency Measures), a Party shall not stop the importation of a good of the other Party for the reason that the importing Party is undertaking a review of its sanitary or phytosanitary measure, if the importing Party permitted the importation of that good of the other Party when the review was initiated. Theimporting Party shall not be considered as having stopped imports for the reason that it is undertaking a review if that Party stops the importation of a good on the basis that the review identified that the information necessary to permit the importation of a good is lacking. For greater certainty, nothing in this paragraph prevents a Party from taking action to address an urgent problem of human, animal, or plant life or health that arises or threatens to arise. 9. In conducting its risk assessment or risk management to facilitate trade between the Parties, a Party may request information from the other Party. A Party that receives a request for information shall endeavour to provide available information to the Party that requested the information within a reasonable period of time and, if possible, by electronic means. 10. In conducting its risk management, a Party may establish an arrangement with the other Party to facilitate the trade of a good that is the subject of a Party's sanitary or phytosanitary measure. With respect to any such arrangement, the Parties shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, or recommendations. Article 5.7: Adaptation to Regional Conditions, Including Pest- or Disease-Free Areas and Areas of Low Pest or Disease Prevalence 1. Further to Article 6.2 of the SPS Agreement, each Party shall recognise the concepts of zoning and compartmentalisation. 2. The Parties may cooperate on the recognition of regional conditions,including pest-or disease-free areas, areas of low pest or disease prevalence, pest-free places of production, or pest-free production sites, and zoning or compartmentalisation, with the objective of acquiring confidence in the procedures followed by each Party for that recognition. 3. In making a determination regarding adaptation to regional conditions, each Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 4. When the importing Party receives a request foradetermination of regional conditions from the exporting Party and determines that the information provided by the exporting Party is sufficient, theimporting Party shall initiate the assessment within a reasonable period of time. 5. When the importing Party commences an assessment of a request for a determination of regional conditions under paragraph 4, that Party shall, on request of the exporting Party, explain its process for making the determination of regional conditions without unjustifiable delay. 6. On request of the exporting Party, theimporting Party shall inform theexporting Party of the status of the assessment of the exporting Party's request for a determination of regional conditions. 7. The importing Party shall finalise the evaluation and all necessary stages involved for the determination of regional conditions of the exporting Party without undue delay once the importing Party's competent authority determines that it has received sufficient information from the exporting Party. 8. If the evaluation of the evidence provided by theexporting Party does not result in a determination to recognise the regional conditions, the importing Party shall provide to the exporting Party the rationale for its determination, in writing, within a reasonable period of time. 9. When an importing Party adopts a sanitary or phytosanitary measure that recognises specific regional conditions of the exporting Party, the importing Party shall communicate that decision and the measure to the exporting Party, in writing, and implement the measure within a reasonable period of time. 10. The importing and exporting Parties involved in a particular determination of regional conditions may also decide in advance the risk management measures that shall apply to trade between them in the event of a change in status. 11. If there is an incident that results in a change of status, the exporting Party shall inform the importing Party. If the importing Party modifies or revokes the determination recognising regional conditions as a result of the change in status, on request of the exporting Party, the Parties shall cooperate to assess whether the determination can be reinstated. Article 5.8: Transparency 1. The Parties recognise the value of sharing information about their sanitary and phytosanitary measures on an ongoing basis and of providing the other Party with the opportunity to comment on their proposed sanitary and phytosanitary measures. 2. Inundertaking the obligations of this Article, each Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 3. A Party shall notify a proposed sanitary or phytosanitary measure that may have an effect on the

trade of the other Party, including any that conforms to international standards, guidelines, or recommendations, by using the WTO SPS notification submission system as a means of notifying the other Party. 4. Unless urgent problems of human, animal,or plant life or health protection arise or threaten to arise requiring the adoption of an emergency measure, or the measure is of a trade-facilitating nature, a Party shall normally allow at least 60 days for the other Party to provide written comments on the proposed sanitary or phytosanitary measure, other than proposed legislation, after it makes the notification under paragraph 3. The Party shall consider any reasonable request from the other Party to extend the comment period. On request of the other Party, the Party shall respond to the written comments of the other Party in an appropriate manner. 5. The Party shall make available on a free, publicly available official website or official journal, the proposed sanitary or phytosanitary measure notified under paragraph 3, the legal basis for the measure, and shall, if consistent with its practice, publish the written comments or a summary of the written comments that Party has received from the public on the measure. 6. If a Party proposes a sanitary or phytosanitary measure which does not conform to a relevant international standard, guideline, or recommendation, that Party shall provide to the other Party, on request, the relevant documentation that the Party considered in developing the proposed measure, including documented and objective scientific evidence that is rationally related to the measure, such as risk assessments, relevant studies, and expert opinions. 7. A Party that proposes to adopt a sanitary or phytosanitary measure shall discuss with the other Party, on request and if appropriate and feasible, any scientific or trade concerns that the other Party may raise regarding the proposed measure and the availability of alternative, less trade-restrictive approaches for achieving the Party's appropriate level of sanitary or phytosanitary protection. 8. Upon request, a Party shall, within 30 days of the request, provide the other Party with the documents or a summary of the documents describing the requirements of proposed sanitary or phytosanitary measures notified to the WTO. If possible, each Party shall endeavour to make the information available in English. 9. Following the notification of sanitary or phytosanitary measures to the WTO, upon request, a Party shall provide the otherParty with the documents or a summary of the documents describing the requirements of the adopted sanitary or phytosanitary measures, within a reasonable period of time as decided by the Parties. If possible, each Party shall endeavour to make the information available in English. 10. Each Party shall publish, preferably by electronic means, notices of final sanitary or phytosanitary measures in an official website or official journal. 11. Each Party shall notify the other Party of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text or the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. In accordance with a Party's relevant rules and procedures, and to the extent permitted by the confidentiality and privacy requirements of the Party's applicable laws and regulations, a Party shall make available to the other Party, on request, significant written comments and relevant documentation considered to support the measure that were received during the comment period. 12. If a final sanitary or phytosanitary measure is substantively altered from the proposed measure, a Party shall also include in the notice of the final sanitary or phytosanitary measure that it publishes, an explanation of: (a) the objective and rationale of the measure and how the measure advances that objective and rationale; and (b) any substantive revisions that it made to the proposed measure. 13. The exporting Party shall notify the importing Party through the contact points referred to in Article 5.15 (Competent Authorities and Contact Points) in a timely and appropriate manner: (a) if it has knowledge of a significant sanitary or phytosanitary risk related to the export of a good from its territory; (b) of urgent situations where a change in animal or plant health status in the territory of the exporting Party may affect current trade; (c) of significant changes in the status of a regionalised pest or disease; (d) of new scientific findings of importance which affect the regulatory response with respect to food safety, pests, or diseases; and (e) of significant changes in food safety, pest,or disease management, control, or eradication policies or practices that may affect current trade. 14. If feasible and appropriate, a Party shall normally provide an interval of not less than six months between the date it publishes a final sanitary or phytosanitary measure and the date on which the measure takes effect, unless the measure is intended to address an urgent problem of human, animal, or plant life or health protection or the measure facilitates trade. 15. Paragraphs 1 to 14apply to sanitary or phytosanitary measures that constitute sanitary or phytosanitary regulations for the purposes of Annex B of the SPS Agreement. 16. A Party shall provide to the other Party, on request, all sanitary or phytosanitary measures related to the importation of a good into that Party's territory. Article 5.9: Emergency Measures 1. If the importing Party adopts an emergency measure to address an urgent problem of human, animal, or plant life or health that arises or threatens to arise and applies it to the exports of the exporting Party, the importing Party shall promptly notify the exporting Party in writing of that measure through the contact points referred to in Article 5.15 (Competent Authorities and Contact Points). The importing Party shall take into consideration any information provided by the exporting Party in response to the notification. 2. If the importing Party adopts an emergency measure under paragraph 1, itshall assess the scientific basis of that measure within six months and make available, on request, the results of the assessment to the exporting Party. If the emergency measure is maintained after the assessment because the reason for its adoption remains, the importing Party shall review the application of the measure periodically. Article 5.10: Import Checks 1. In applying import checks, each Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 2. Each Party shall ensure that its import checks are based on the risks associated with importations and are carried out without unjustifiable delay. 3. Each Party has the right to conduct import checks to assess compliance with its sanitary and phytosanitary measures. 4. A Party shall make available, on request of the other Party, information on its import procedures and its basis for determining the

type and frequency of import checks, including the factors it considers to determine the risks associated with importations. 5. A Party may amend the frequency of its import checks as a result of an assessment of previous import checks or as a result of actions or discussions provided for in this Chapter. 6. Theimporting Party shall provide,on request of the other Party, information regarding the analytical methods, quality controls, sampling procedures, and facilities that the importing Party uses to test a good. The importing Party shall ensure that any testing is conducted using appropriate and validated methods under a quality assurance program in accordance with international laboratory standards. 7. The importing Party shall maintain physical or electronic documentation regarding the identification, collection, sampling, transportation, and storage of the test sample, and the analytical methods used on the test sample. 8. Each Party shall conduct import checks in a manner that preserves the integrity of the goods, except for the individual specimens or samples obtained pursuant to the requirements referred to in subparagraph 1(e) of Annex C of the SPS Agreement. 9. Theimporting Party shall ensure that its final decision on the action taken in response to a finding of non-compliance with the importing Party's sanitary or phytosanitary measure is limited to what is reasonable and necessary in response to the non-compliance. 10. If the importing Party prohibits or restricts the importation of a good of the exporting Party on the basis of non-compliance of that good found during an import check, the importing Party shall provide a notification about the non-compliance to the competent authority of the exporting Party, the importer, or its agent. 11. When the importing Party provides a notification pursuant to paragraph 10, the Party shall: (a) include in its notification: (i) the reason for the prohibition or restriction; (ii) the legal basis or authorisation for the action; and (iii) information on the status of the affected goods and, if appropriate, on theirdisposition; (b) transmit the notification as soon as possible and no later than seven days after the date of the decision to prohibit or restrict, unless the goods are seized by a customs administration; and (c) if the notification has not already been provided through another channel, transmit the notification by electronic means, if practicable. 12. Theimporting Party that prohibits or restricts the importation of goodsof the other Party due to a non-compliance shall provide an opportunity for a review of the decision and consider any relevant information submitted to assist in the review. The request for the review and the information should be submitted to the importing Party within a reasonable period of time. 13. If the importing Party determines that there is a significant, sustained,or recurring pattern of non-compliance with a sanitary or phytosanitary measure, the importing Party shall notify the exporting Party of the non-compliance. On request, the Parties shall discuss the non-compliance and the appropriate remedial actions that can be taken to avoid future non-compliance. 14. On request, the importing Party shall provide to the exporting Party available information on goods from the exporting Party that were found not to comply with a sanitary or phytosanitary measure of the importing Party. 15. Nothing in this Chapter prevents theimporting Party from disposing of goods which are found to have any infectious pathogen, pest, or pests that, if urgent action is not taken, can spread and cause damage to human, animal, or plant life or health in the Party's territory. Article 5.11: Audits 1. The importing Party shall have the right, subject to this Article, to audit the exporting Party's competent authorities and associated or designated inspection systems. 2. An audit shall be systems-based and conducted to assess the effectiveness of the regulatory controls of the competent authorities of the exporting Party to provide the required assurances and meet the sanitary and phytosanitary measures of the importing Party. The audit may include an assessment of the competent authorities' control programmes, and, if appropriate, on-site inspections of facilities. 3. In undertaking an audit, each Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 4. The Parties shall establish the conditions for carrying out an audit, which may include on-site, remote, or virtual options for any part of the audit. 5. Prior to the commencement of an audit, the Parties shall discuss the rationale, objectives, and scope of the audit, and the criteria or requirements against which the audited Party will be assessed. At that time, the Parties shall also decide the itinerary and procedure for conducting the audit. 6. Unless the Parties decide otherwise, the auditing Party shall hold an exit meeting at the end of the audit that includes an opportunity for the competent authority of the audited Party to raise questions or seek clarification on the preliminary findings and observations provided at the meeting. 7. The auditing Party shall provide the audited Party the draft written audit report, including its initial findings. The auditing Party shall provide the audited Party the opportunity to comment on the accuracy of the draft audit report and shall take any such comments into account before making its conclusions. The auditing Party shall provide a report setting out its conclusions in writing to the audited Party within a reasonable period of time. 8. In undertaking an audit in cases in which the importing Party has recognised equivalence on a systems-wide basis, the importing Party shall: (a) conduct the audit to verify that the audited Party's system achieves an equivalent outcome to the appropriate level of sanitary or phytosanitary protection of the importing Party; and (b) audit against the exporting Party's implementation of the equivalent oversight and control system. 9. A decision or action taken by the auditing Party as a result of the audit shall be supported by objective evidence and available data that can be verified, taking into account the auditing Party's knowledge of, relevant experience with, and confidence in, the audited Party's regulatory controls. The auditing Party shall, on request of the audited Party, provide that evidence and data to the audited Party for verification. 10. The costs incurred by the auditing Party shall be borne by the auditing Party unless the Parties decide otherwise. 11. Each Party shall ensure that procedures are in place to prevent the disclosure of confidential information that is acquired during the audit process. Article 5.12: Certification 1. The Parties recognise that assurances with respect to sanitary or phytosanitary requirements may be provided through certificates or other means. 2. Each Party shall ensure that at least one of the following conditions is satisfied before imposing a sanitary or phytosanitary certification requirement: (a) the certification requirement is based on the relevant international standards; or (b) the certification

requirement is appropriate to the circumstances of risks to human, animal, or plant life or health.1 3. In applying certification requirements, theimporting Party shall take into account the relevant decisions and guidance of the WTO SPS Committee and international standards, guidelines, and recommendations. 1 For greater certainty,a certification requirement that does not constitute a sanitary orphytosanitarymeasure, such as a requirement concerning thequality ofa productor informationrelatingto consumer preferences, is not a certification requirement that is appropriate tothecircumstances of a riskto human, animal, orplant lifeor health. 4. Theimporting Party shall limit attestations and information it requires on the certificates to essential information that is necessary to provide assurances to the importing Party that its appropriate level of sanitary or phytosanitary protection has been met. 5. Theimporting Party shall provide to the exporting Party, on request, the rationale for any attestations or information that the importing Party requires to be included on a certificate. 6. The Parties may decide to work cooperatively to develop model certificates to accompany specific goods traded between the Parties. 7. The Parties shall promote the implementation of electronic certification and other technologies to facilitate trade. Article 5.13: Technical Consultations forIssue Resolution 1. A Party (requesting Party) may initiate technical consultations for issue resolution with the other Party (responding Party) to discuss any matter arising under this Chapter that may adversely affect its trade by delivering a written request to the Contact Point of the responding Party. The request shall identify the reason for the request, including a description of the requesting Party's concerns about the matter. 2. The Parties shall meet within 30 days of the responding Party's receipt of the request, with the aim of resolving the matter cooperatively within 180 days of the receipt of therequest if possible. This meeting, and any subsequent meetings, may be held virtually or in-person as decided by the Parties. 3. The Parties shall ensure the appropriate involvement of relevant trade officials and competent authorities in meetings held pursuant to this Article. 4. A Party shall not have recourse to dispute settlement under Chapter 24(Dispute Settlement) for a matter arising under this Chapter without first seeking to resolve the matter through technical consultations for issue resolution in accordance with this Article. 5. Recognising that Parties may decide to engage in consultations pursuant to this Article for any length of time, the requesting Party may cease technical consultations under this Article and have recourse to dispute settlement under Chapter 24 (Dispute Settlement) following the meeting referred to in paragraph 2 or if the meeting is not held. Article 5.14: Committee on Sanitary and Phytosanitary Measures 1. For the purposes of theeffective implementation and operation of this Chapter, the Parties hereby establish a Committee on Sanitary and Phytosanitary Measures (SPS Committee), composed of government representatives of each Party responsible for sanitary and phytosanitary matters. 2. Thefunctions of theSPS Committee are to: (a) enhance each Party's implementation of this Chapter; (b) consider sanitary and phytosanitary matters of mutual interest; and (c) enhance communication and cooperation on sanitary and phytosanitary matters. 3. The SPS Committee shall establish its terms of reference at its first meeting and may revise those terms of reference as needed. 4. The SPS Committee shall endeavour to identify, prioritise, manage, and resolve any issue that may arise concerning a sanitary or phytosanitary measure that may have a significant effect on trade between the Parties with a view to facilitating a mutually acceptable solution including for the purposes of issue avoidance and resolution. 5. TheSPS Committee may: (a) enhance mutual understanding of each Party's sanitary and phytosanitary measures and the regulatory processes that relate to those measures; (b) based on matters of mutual interest, establish and, as appropriate, determine the scope and mandate of technical working groups in areas such as animal health, plant health, fish and seafood, and food safety, taking into account existing mechanisms, to undertake work related to the implementation of this Chapter; and (c) facilitate the identification and discussion, at an appropriately early stage, of proposed sanitary or phytosanitary measures or revisions to existing sanitary or phytosanitary measures that may have a significant effect on trade between the Parties, including for the purposes of issue avoidance and resolution. 6. Further to subparagraph 5(b), any technical working group shall be composed of government representatives of each Party responsible for the matter, and shall establish terms of reference at the first meeting and may revise those terms of reference as needed. 7. The SPS Committee shall provide a forum to explore opportunities for further cooperation, collaboration, and information exchange between the Parties on sanitary and phytosanitary measures of mutual interest, consistent with this Chapter and subject to the availability of appropriate resources. These opportunities may include trade facilitation initiatives, capacity building, and technical assistance on sanitary and phytosanitary measures. 8. Further to paragraph 7,the Parties: (a) may jointly identify work on sanitary and phytosanitary measures with the goal of eliminating unnecessary obstacles to trade between the Parties; (b) shall endeavour to enhance regulatory cooperation for goods subject to a sanitary or phytosanitary measure; (c) shall endeavour to avoid unnecessary duplication of work covered by bilateral, regional, or multilateral work programmes; or (d) shall prioritise any activities related to the implementation of this Chapter. 9. TheSPS Committee shall meet within one year of the date of entry into force of this Agreement and once per year thereafter unless the Parties decide otherwise. 10. The SPS Committee shall report annually to the Joint Committee on the implementation of this Chapter. Article 5.15: Competent Authorities and Contact Points 1. Each Party shall provide to the other Party a list of its competent authorities and a written description of the sanitary and phytosanitary responsibilities of its competent authorities. 2. Each Party shall designate and notify a contact point for matters arising under this Chapter. 3. Each Party shall promptly inform the other Party of any change to its competent authorities or contact point.

Chapter 6. TECHNICAL BARRIERS TO TRADE

Article 6.1: Definitions 1. Annex 1 to the TBT Agreement, including the chapeau and explanatory notes, are incorporated into and made part of this Chapter, mutatis mutandis. 2. For the purposes of this Chapter: international standard means a standard that is consistent with the TBT Committee Decision on International Standards; mutual recognition agreement means an intergovernmental agreement that specifies the conditions by which a Party will recognise or accept the conformity assessment results that are produced by the other Party's conformity assessment bodies that demonstrate fulfillment of appropriate standards or technical regulations; mutual recognition arrangement ormultilateral recognition arrangement means an international or regional arrangement among accreditation bodies in the territory of either Party, in which the accreditation bodies, on the basis of peer evaluation, accept the results of accredited conformity assessment bodies; national standard means a voluntary standard that is developed or adopted by a national standards body;1 TBT Agreement means the Agreement on Technical Barriers to Trade, contained in Annex 1A to the WTO Agreement; and TBT Committee Decision on International Standards means Annex 2 to Part 1 (Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement) in the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev.15), as may be revised. Article 6.2: Objective The objective of this Chapter is to facilitate trade in goods, including by eliminating unnecessary technical barriers to trade, and enhancing transparency and bilateral cooperation. Article 6.3: Scope 1. ThisChapter applies to the preparation, adoption and application of standards, technical regulations, and conformity assessment procedures, including any amendments, of central level of government bodies, which may affect trade in goods between the Parties. 1 For greater certainty,national standard refers to, for Canada, aNational Standard ofCanada, and forIndonesia, a Standar Nasional Indonesia. 2. Notwithstanding paragraph 1, this Chapter does not apply to: (a) purchasing specifications prepared by governmental bodies for production or consumption requirements of governmental bodies; or (b) sanitary or phytosanitary measures covered by Chapter 5(Sanitary and Phytosanitary Measures). Article 6.4: Affirmation and Incorporation of the TBT Agreement 1. Articles 2, 3, 4, 5, 6, 7, 8, and 9 and Annex 3 of the TBT Agreement, as amended, are incorporated into and made part of this Agreement. 2. The Parties affirm theirexisting right and obligationswith respect to each other under Article 1, Articles 10 to 15, and Annex 2 of the TBT Agreement. Article 6.5: International Standards, Guides, and Recommendations 1. The Parties recognize the important role that international standards, guides, and recommendations can play in the harmonisation of technical regulations, conformity assessment procedures and national standards, and in reducing unnecessary barriers to trade. 2. To determine whether there is an international standard, guide, or recommendation within the meaning of Articles 2 and 5 and Annex 3 of the TBT Agreement, each Party shall take into account the principles set out in the TBT Committee Decision on International Standards. Article 6.6: National Standards 1. With respect to the preparation, adoption, and application of national standards, each Party shall ensure that its central government standardising body accepts and complies with Annex 3 of the TBT Agreement. 2. If modifications to the contents or structure of the relevant international standards are necessary in developing a Party's national standard, that Party shall, on request of the other Party, encourage its central government standardising body to provide information on any differences in the content and structure of the national standard and the reason for those differences. Any fees charged for this service by the central government standardising body shall, apart from the real cost of delivery, be the same for foreign and domestic persons. 3. The Parties shall encourage cooperation between their central government standardising bodies, in areas such as: (a) exchanging information relating to national standards and national standard setting procedures; and (b) international standardising activities in areas of mutual interest. Article 6.7: Technical Regulations 1. Each Party shall consider conducting an appropriate assessment concerning any technical regulations it proposes to adopt. That assessment may include, among other things, a regulatory impact analysis of the potential impacts of the technical regulation. 2. Each Partyshall use relevant international standards or the relevant parts of them, to the extent provided in Article 2.4 of the TBT Agreement. If a Party has not used or has significantly deviated from a relevant international standard as a basis for a technical regulation, that Party shall, on request from the other Party, explain why it has not used the international standard or has significantly deviated from the international standard. 3. Further to paragraph 2, when developing a technical regulation or conformity assessment procedure, each Party shall consider available alternatives that would be effective and appropriate to fulfil the Party's legitimate objectives pursued by a technical regulation or conformity assessment procedure. 4. Further to Article 2.7 of the TBT Agreement, ifaParty does not accept a technical regulation of the other Party as equivalent to its own, it shall, on request of the other Party, explain the reasons for its decision within a reasonable period of time. 5. In implementing Article 2.8of the TBT Agreement, if a Party does not specify its technical regulations based on product requirements in terms of performance rather than design or descriptive characteristics, the Party shall, on request of the other Party, provide the reasons for its decision. 6. For the purposes of applying Articles 2.12 and 5.9 of theTBTAgreement, the term "reasonable interval" shall be understood to mean normally a period of not less than six months, except when this would be ineffective in fulfilling the legitimate objectives pursued by the technical regulation or conformity assessment procedure.2 7. Each Party shall uniformly and consistently apply its technical regulations that are prepared and adopted by its central government bodies to its whole territory. For greater certainty, nothing in this paragraph shall be construed to prevent local government bodies from preparing, adopting, and applying technical regulations in a manner consistent with the provisions of the TBT Agreement. Article 6.8: Conformity Assessment Procedures 1. The Parties shall encourage their respective accreditation and conformity assessment bodies to participate in cooperation arrangements that promote the mutual acceptance of

conformity assessment results. 2. Each Party shall, subject to its laws and regulations, accept the results of conformity assessment procedures conducted by conformity assessment bodies located in the territory of the other Party under conditions no less favourable than those conditions applied to the acceptance of the results of conformity assessment procedures conducted by conformity assessment bodies in its own territory. 2 For greater certainty,a Party may decide to set an interval of less than sixmonths between thepublication of a measure and its entry into force in certain circumstances, including those inwhich themeasureis trade facilitative oris addressing an urgentproblemofsafety, health, environmental protection or national security. 3. Each Party shall, subject to its laws and regulations, accord to conformity assessment bodies located in the territory of the other Party treatment under conditions no less favourable than those it applies to conformity assessment bodies located in its own territory. 4. Each Party is encouraged torecognisethe competence of an accreditation body established in the territory of the other Party that is a signatory to a mutual recognition arrangement or multilateral recognition arrangement to accredit conformity assessment bodies. 5. Each Party shall ensure that its central government bodies, when evaluating a conformity assessment body located in the territory of the other Party for the purposes of designation or accreditation as appropriate, act as expeditiously as possible under conditions no less favourable than those it applies when evaluating a conformity assessment body located in its own territory. 6. Each Party shall allow a reasonable interval between the publication of designation or accreditation requirements established by its central government bodies and their entry into force, in order to allow time for applicants of the other Party to adapt to the requirements. 7. If a Party requires conformity assessment as a positive assurance that a product conforms with a technical regulation or standard, it shall, subject to its laws and regulations, accept the results of conformity assessment, notwithstanding the conformity assessment body using a particular testing facility, provided that the testing facility is accredited and approved in the Party's territory, when required. 8. Nothing in this Article shall prevent a Party from requesting that conformity assessment procedures in relation to specific products be performed by specified government authorities of the Party. In those cases, the Party conducting the conformity assessment procedures shall: (a) limit the fees it imposes for conformity assessment procedures on products from the other Party to the approximate cost of services rendered; and (b) make the fees forconformity assessment procedures publicly available. 9. The Parties recognise that the choice of conformity assessment procedures in relation to a specific product covered by a technical regulation or standard may include an evaluation of the risks involved, the need to adopt procedures to address those risks, relevant scientific and technical information, incidence of non-compliant products, and possible alternative approaches for establishing that the technical regulation or standard has been met. 10. The Parties recognise that a broad range of mechanisms exist to facilitate the acceptance of the results of conformity assessment procedures conducted in the other Party. Thosemechanisms may include: (a) promotion of mutual recognition of conformity assessment procedures conducted by accredited conformity assessment bodies located in the territory of the other Party, including through mutual or multilateral recognition; (b) cooperativearrangements between accreditation bodies or between conformity assessment bodies; (c) the designation of conformity assessment bodies in the other Party; (d) unilateral recognition by a Party of results of conformity assessment procedures conducted in the other Party; and (e) a supplier's declaration of conformity, as appropriate. Article 6.9: Transparency 1. The Parties recognize the importance of the provisions relating to transparency in the TBT Agreement. For the purposes of determining whether a proposed technical regulation or conformity assessment procedure may have a significant effect on trade and should be notified in accordance with the TBT Agreement and this Chapter, a Party shall take into account the relevant guidance in the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev.15), as may be revised. 2. The Parties acknowledge the importance of transparency in decision-making, including giving a meaningful opportunity to provide comments on proposed technical regulations and conformity assessment procedures. Further to Article 2.9 and Article 5.6 of the TBT Agreement, when a Party notifies its proposed technical regulations and conformity assessment procedures that may have a significant effect on trade, it shall: (a) include in the notification a statement describing the objective of the proposed technical regulation or conformity assessment procedure and the rationale for the approach the Party is proposing; (b) transmit the notification electronically to the other Party through the enquiry point the Party has established under Article 10 of the TBT Agreement at the same time as it notifies the WTO Secretariat; (c) allow for comments after the notification referred to in (b) and consider them, as appropriate, in the development of the proposed technical regulation or conformity assessment procedure; and (d) if practicable, accept a written request from the other Party to discuss written comments that the other Party has submitted and ensure that appropriate officials participate in the discussions, such as from the competent authority that has proposed the technical regulation or conformity assessment procedure.3 3. Notwithstanding paragraph 2, if urgent problems of safety, health, environmental protection, or national security arise or threaten to arise for a Party, that Party shall notify the technical regulation or conformity assessment procedure that is in accordance with the technical content of relevant international standards, guides, or recommendations, using the procedures established in Article 2.10 or Article 5.7 of the TBT Agreement. 3 For greater certainty,circumstances in which discussions willnot be deemed practicable includeifthe Party requesting discussions has failed to submit its comments in a timelymanner, orif discussionswould need to takeplace after the deadline to submitwritten comments has passed. 4. Each Party shall allow a period of at least 60 days following its notification to the WTO Secretariat of proposed technical regulations and conformity assessment procedures for the other Party to provide written comments, except where urgent problems of safety, health, environmental protection, or national security arise or threaten to arise. If practicable, a Party shall consider a reasonable request to extend the

comment period. 5. If a Party has adopted a technical regulation or conformity assessment procedure that may have a significant effect on trade, the Party shall publish, within areasonable period of time and preferably by electronic means, information that would help the other Party understand the technical regulation or conformity assessment procedure. The information may include an explanation of how the technical regulation or conformity assessment procedure achieves the Party's objectives and the date by which compliance with the technical regulation or conformity assessment procedure is required. 6. Each Party may consider methods to provide additional transparency in the development of technical regulations, standards, and conformity assessment procedures. 7. Each Party shall publish online and make freely accessible all proposed and final technical regulations and mandatory conformity assessment procedures, except with respect to any standards that: (a) are developed by government or non-governmental organisations; and (b) have been incorporated by reference into a technical regulation or conformity assessment procedure. 8. If a Party detains, at a point of entry, a product that is imported from the territory of the other Party on the basis that the product may not conform with a technical regulation, it shall notify, as soon as possible, the importer of the reasons for the detention of the good. Article 6.10: Cooperation 1. The Parties shall, to the extent possible, strengthen their cooperation in the field of standards, technical regulations, and conformity assessment procedures. 2. The Parties recognise that cooperation can support greater regulatory alignment and eliminate unnecessary technical barriers to trade between the Parties. 3. Each Party shall, on request of the other Party, give positive consideration within available resource levels to proposals for cooperation on matters of mutual interest on standards, technical regulations, and conformity assessment procedures. 4. That cooperation, which shall be decided by the Parties, may include: (a) the provision of advice, technical assistance, or capacity building relating to the development and application of standards, technical regulations, and conformity assessment procedures; (b) exchanging information on regulatory approaches and practices through their respective contact points; and (c) enhancing cooperation: (i) in areas of mutual interest in the work of relevant regional and international bodies relating to the development and application of standards and conformity assessment procedures, such as enhancing participation in the frameworks for mutual recognition developed by relevant regional and international bodies; (ii) in the development and amendment of standards, technical regulations, and conformity assessment procedures; (iii) as appropriate, to ensure that technical regulations and conformity assessment procedures are based on international standards or the relevant parts of them and do not create unnecessary obstacles to trade between the Parties; (iv) increasing the mutual understanding of the Parties'respective systems and mechanisms for standards, technical regulations, and conformity assessment procedures; and (v) facilitating trade by promoting the use of good regulatory practices. 5. The Parties recognisethat there are variety of forums for cooperation under this Agreement, and that the Parties may utilise the mechanisms established under Chapter 19 (Economic and Technical Cooperation)to promote cooperation and capacity building. Article 6.11: Information Exchange andTechnical Discussions 1. The Parties recognise that technical discussions and information exchange can serve an important function in reaching mutually satisfactory solutions to trade concerns between them, by promoting cooperation and consultation, including with respect to relevant technical information. Accordingly, if a Party considers the need to resolve an issue that arises under this Chapter, it may make a written request to the other Party to engage in technical discussions. The Party receiving the request shall respond in writing within a reasonable period of time. 2. The Parties shall enter into technical discussions within 60 days of a Party's receipt of a request made under paragraph 1, unless otherwise decided by the Parties, with a view to reaching a mutually satisfactory resolution of the matter that is the subject of the request. 3. If the Party requesting technical discussions identifies the matter as urgent, the Parties shall endeavour to discuss the matter as soon as possible. 4. The Party making a request under paragraph 1 shall transmit the request to the contact point of the other Party. Technical discussions may be conducted via any means determined by the Parties. 5. A Party shall explain, on the request of the other Party, the reasons for its decision not to: (a) accredit, approve, license, or otherwise recognisea conformity assessment body; (b) recognise the results from a conformity assessment body that is accredited by a signatory to a mutual recognition agreement or a mutual or multilateral recognition arrangement; (c) accept the results of a conformity assessment procedure conducted in the territory of the other Party; or (d) continue negotiations for a mutual recognition agreement or a mutual recognition arrangement. 6. Unless the Parties decide otherwise, any discussions or information exchanged under this Article, other than request made under paragraph 1, shall be kept confidential and bewithout any prejudice to the Parties' rights and obligations under this Agreement and the WTO Agreement. Article 6.12: Committee on Technical Barriers to Trade 1. The Parties hereby establish a Committee on Technical Barriers to Trade (the Committee), consisting of government representatives, including the respective contact points, of each Party. 2. The Committee shall meet annually unless otherwise decided by the Parties. Meetings of the Committee may be conducted in person or by any other means as decided by the Parties. 3. The Committee's functions may include: (a) monitoring and identifying ways to strengthen the implementation and operation of this Chapter; (b) encouraging cooperation between the Parties in matters that pertain to this Chapter, including the development, review, or modification of standards, technical regulations, and conformity assessment procedures and coordinating cooperation pursuant to Article 6.10 (Cooperation); (c) facilitating any technical discussions including matters that arise under Article 6.11 (Information Exchange and Technical Discussions); (d) deciding on priority areas of mutual interest for future work under this Chapter; (e) reviewing this Chapter and identifying any potential amendments to or interpretations of this Chapter for referral to the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee), including in light of any developments under the TBT Agreement, and reporting to the Joint

Committee; and (f) carrying out other functions as may be delegated by the Joint Committee. 4. The Committee may discuss,if decided by the Parties,other matters related to technical barriers to trade including technical regulations, standards, and conformity assessment procedures by local government bodies. 5. On request from a Party that the Committee discuss a matter related to a technical regulation, standard, or conformity assessment procedure of a local government body, the other Party shall accept the request, and within its capacity, may take steps that could lead to the resolution of the matter. Article 6.13: Contact Points Each Party shall, within 30 days of the date of entry into force of this Agreement, designate a contact point responsible for matters arising under this Chapter and for coordinating the implementation of this Chapter, and notify the other Party of the contact details of the relevant official or officials in that contact point, including the telephone number, facsimile number, email address, and any other relevant details. Each Party shall promptly notify the other Party of any change to the contact point or the details of the relevant official. Each Party's contact point shall: (a) facilitate the exchange of information between the Parties on standards, technical regulations, and conformity assessment procedures in response to all reasonable requests for that information from a Party; (b) communicate with the other Party's contact point, including facilitating discussions, requests, and the timely exchange of information on matters arising under this Chapter; (c) communicate with and coordinate the involvement of relevant government agencies, including regulatory authorities, in its territory on relevant matters pertaining to this Chapter; and (d) carry out any additional responsibilities specified by the Committee.

Chapter 7. TRADE REMEDIES

Section A: Anti-Dumping and Countervailing Measures Article 7.1: General Provisions 1. (a) Each Party retains its rights and obligations under Article VI of GATT 1994, the AD Agreement and the SCM Agreement, including with respect to the resolution of any disputes in respect thereof. (b) This Agreement does not impose rights or obligations on a Party with respect to anti-dumping or countervailing measures. A Party shall not have recourse to dispute settlement under this Agreement for a matter arising under this Section. 2. Chapter 3(Rules of Origin and Origin Procedures) under this Agreement shall not apply to the application of anti-dumping and countervailing measures of a Party to originating goods of the other Party. Article 7.2: Investigation Procedures 1. The Parties recognise the right of the Parties to apply trade remedy measures consistent with Article VI of GATT 1994, the AD Agreement and the SCM Agreement, and further recognise that the practices1 stipulated in the following paragraphs of this Article promotethe goals of transparency and due process in trade remedy proceedings. 2. Upon receipt by a Party's investigating authority of a properly documented anti.dumping or countervailing duty application in respect of imports from the other Party, and before initiating an investigation, that Party provides written notification to the other Party of its receipt of the application and affords the other Party a meeting or other similar opportunity regarding the application, consistent with that Party's domestic law. 3. In any proceeding in which a Party's investigating authorities determine to conduct an in-person verification of information that is provided by a respondent2 and that is pertinent to the calculation of anti-dumping duty margins or the amount of a countervailable subsidy, the investigating authorities promptly notify each respondent of their intent, and: (a) provide to each respondent at least 10 working days advance notice of the dates on which the authorities intend to conduct an in-person verification of the information; 1 The practices included inthis Article donotconstitute a comprehensive list of practices relating to antidumping and countervailing duty proceedings. No inference shallbe drawnfromthe inclusionor exclusion of aparticular aspect of such proceedings in this list. 2 For the purposes of this paragraph, "respondent" means a producer, manufacturer, exporter, importer, and,where appropriate, a government orgovernment entity, that is requiredbya Party's investigatingauthoritiesto respond to an antidumping or countervailing duty questionnaire. (b) at least 5 working days prior to an in-person verification, provide to the respondent a document that sets out the topics the respondent should be prepared to address during the verification and that describes the types of supporting documentation to be made available for review; and (c) after an in-person verification is completed, and subject to the protection of confidential information3, issue a written report that describes the methods and procedures followed in carrying out the verification and the extent to which the information provided by the respondent was supported by the documents reviewed during the verification. The report is made available to interested parties in sufficient time for the parties to defend their interests. 4. If, in an anti-dumping or countervailing duty action that involves imports from the other Party a Party's investigating authorities determine that a timely response to a request for information does not comply with the request, the investigating authorities inform the interested party that submitted the response of the nature of the deficiency and, to the extent practicable in light of time limits established to complete the anti.dumping or countervailing duty action, provide that interested party with an opportunity to remedy or explain the deficiency. If that interested party submits further information in response to that deficiency and the investigating authorities find that the response is not satisfactory, or that the response is not submitted within the applicable time limits, and if the investigating authorities disregard all or part of the original and subsequent responses, the investigating authorities explain in the determination or other written document the reasons for disregarding the information. 5. Before a final determination is made, a Party's investigating authorities inform all interested parties of the essential facts that form the basis of the decision whether to apply definitive measures. Subject to the protection of confidential information, the investigating authorities may use any reasonable means to disclose the essential facts, which includes a report summarizing the data in the record that contains sufficient detail to permit interested parties a reasonable

understanding of the substance of the information on the record, a draft or preliminary determination, or some combination of those reports or determinations, to provide interested parties an opportunity to respond to the disclosure of essential facts. 6. The disclosure of theessential facts pursuant to paragraph 5is made in accordance with Articles 2, 3, 6.5 and 12 of the AD Agreement and Articles 4.6, 12.4, 14, 15, and 22 of the SCM Agreement. Article 7.3: Initiation of Review A review under Article 11.3 of theAD Agreement or Article 21.3 of the SCM Agreement shall be initiated at an appropriate time during the final year of the period of application of the anti-dumping and countervailing duties, as defined in each Party's domestic laws and regulations. 3 For the purposes of this Article,"confidential information" includes information which is providedon a confidential basis and which is by its natureconfidential,for example, becauseits disclosurewouldbe of significant competitive advantage to a competitor or becauseits disclosure wouldhave a significantly adverseeffect upon aperson supplying the information orupon apersonfrom whom that person acquired the information. Section B: Bilateral Emergency Actions Article 7.4: Definitions For the purposes of this Section: competent investigating authority means: (a) in the case of Canada, the Canadian International Trade Tribunal, or its successor notified to the other Party through diplomatic channels; and (b) in the case of Indonesia, the Indonesian Safeguards Committee, or its successor notified to the other Party through diplomatic channels; domestic industry means, with respect to an imported good, the producers as a whole of the like or directly competitive good operating in the territory of a Party or those whose collective production of the like or directly competitive good constitutes a major proportion of the total domestic production of such good; emergency action means an emergency action described in Article 7.5; serious injury means a significant overall impairment of a domestic industry; substantial cause means a cause that is important and not less important than any other cause; threat of serious injury means serious injury that is clearly imminent based on facts and not based on allegation, conjecture or remote possibility; and transition period means the 10-year period beginning on the entry into force of this Agreement, except where the tariff elimination for the good against which the action is taken occurs over a longer period of time, in which case the transition period is the period of thestaged tariff elimination for that good. Article 7.5: Imposition of a Bilateral Emergency Action 1. A Party may adopt an emergency action described in paragraph 2, if as a result of the reduction or elimination of a duty pursuant to this Agreement, an originating good is being imported into the Party's territory in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to constitutea substantial cause of serious injury, or threat thereof, to a domestic industry producing a like or directly competitive good. 2. If the conditions set out in paragraph 1 and Articles 7.6 and 7.7 are met, a Party may to the extent necessary to prevent or remedy serious injury, or threat thereof, and to facilitate adjustment: (a) suspend the further reduction of a rate of duty provided for under this Agreement on the good; or (b) increase the rate of duty on the good to a level not exceeding the lesser of: (i) the most-favoured-nation (MFN) rate of duty in effect at the time the emergency action is taken, and (ii) the base rate of duty as provided in its schedule to Annex 2-A (Tariff Commitments). Article 7.6: Notification and Discussions 1. A Party shall, in writing, promptly notify and invite for discussions the other Party in connection with: (a) initiating an emergency action proceeding; (b) making a finding of serious injury, or threat thereof, under theconditions set out in Article 7.5(1); and (c) applying an emergency action. 2. A Party shall without delay, provide to the other Party a copy of the public version of any notice or any report by a competent investigating authority issued in connection with matters notified pursuant to paragraph 1. 3. If a Party accepts an invitation for discussions made pursuant to paragraph 1, the Parties shall enter into discussions to review the notification under paragraph 1 or the public version of a document issued by a competent investigating authority in connection with the emergency action proceeding. 4. An emergency action shall be initiated no later than 1 year after the date the proceeding is instituted. Article 7.7: Standards for Emergency Actions 1. A Party shall maintain an emergency action only for such period of time as may be necessary to prevent or remedy serious injury and to facilitate adjustment. 2. That period shall not exceed two years, except that the period may be extended by up to one year if the competent authority of the Party that applies the measure determines, in conformity with the procedures set out in Article 7.8 (Administration of Emergency Action Proceedings), that the emergency action continues to be necessary to prevent or remedy serious injury and to facilitate adjustment. 3. A Party shall not adopt or maintain an emergency action beyond the expiration of the transition period. 4. In order to facilitate adjustment in a situation where the expected duration of an emergency action is over one year, the Party that applies the measure shall progressively liberalise it at regular intervals during the period of application. 5. On the termination of an emergency action, the Party that applied the measure shall apply the rate of customs duty set out in theParty's Schedule to Annex 2-A (Tariff Commitments) as if that Party had never applied the emergency action. 6. A Party shall not apply an emergency action more than once on the same good. Article 7.8: Administration of Emergency Action Proceedings 1. Each Party shall ensure the consistent, impartial, and reasonable administration of its laws, regulations, decisions, and rulings governing emergency action proceedings. 2. Each Party shall entrust determinations of serious injury, or threat thereof, in an emergency action proceeding to a competent investigating authority. Each Party shall: (a) ensure that those determinations are subject to review by judicial or administrative tribunals, to the extent provided by domestic law; (b) ensure that negative injury determinations are not modified, except through a review referred to in subparagraph (a); and (c) provide its competent investigating authority with the necessary resources to enable it to fulfill its duties. 3. Each Party shall adopt or maintain equitable, timely, transparent, and effective procedures for emergency action proceedings in accordance with the requirements set out in paragraph 4. 4. A Party shall apply an emergency action only following an investigation by the Party's competent investigating authority in accordance with Articles 3 and 4.2 of the Safeguards Agreement. To this end, Articles 3 and 4.2 of the Safeguards Agreement

are incorporated into and made part of this Agreement. Article 7.9: Compensation 1. A Party applying an emergency action shall, after consultations with the other Party against whose good the emergency action is applied, provide mutually agreed trade liberalising compensation in the form of concessions that have substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the emergency action. The Party shall provide an opportunity for those consultations no later than 30 days after the application of the emergency action. 2. If the consultations under paragraph 1 do not result in an agreement on trade liberalising compensation within 30 days, the Party against whose good the emergency action is applied may suspend the application of substantially equivalent concessions to the trade of the Party applying the emergency action. 3. A Party against whose good the emergency action is applied shall notify the Party applying the emergency action in writing at least 30 days before it suspends concessions in accordance with paragraph 2. 4. The obligation to provide compensation under paragraph 1 and the right to suspend concessions under paragraph 2 terminates on the termination of the emergency action. Section C: Global Safeguard Measures Article 7.10: General Provisions 1. (a) Each Party retains its rights and obligations under Article XIX of GATT 1994 and the Safeguards Agreement, including with respect to the resolution of any disputes in respect thereof. (b) This Agreement does not impose rights or obligations on a Party with respect to global safeguard measures. A Party shall not have recourse to dispute settlement under this Agreement for a matter arising under this Section. 2. Nothing in this Chapter shall prevent a Party from applying safeguard measures to an originating good of the other Party in accordance with Article XIX of the GATT 1994 and the Safeguards Agreement. 3. A Party shall not apply, with respect to the same good, at the same time: (a) a bilateral safeguard measure as provided in Article 7.5; and (b) a measure under Article XIX of GATT 1994 and the Safeguards Agreement. Article 7.11: Data Presentation and Information Without prejudice to the protection of confidential information, a Party's competent investigating authority shall provide a presentation of the information on the record in sufficient detail to permit a reasonable understanding of its substance, in accordance with Article 3.2 of the Safeguards Agreement. Section D: Other Provisions Article 7.12: Cooperation On Trade Remedies Matters 1. The Parties hereby establish a Committee on Trade Remedies, composed of representatives at an appropriate level from relevant agencies of each Party who have responsibility for trade remedies matters, including anti-dumping, subsidies and countervailing measures, and safeguard issues. 2. The functions of the Committee, which operates on the basis of consensus in respect of all matters, are to: (a) enhance each Party's knowledge and understanding of the other Party's domestic trade remedy laws, policies, and practices; (b) oversee implementation of this Chapter; (c) improve cooperation between the Parties' agencies having responsibility for trade remedies matters; (d) provide a forum for the Parties to exchange information on issues relating to trade remedies matters; (e) establish and oversee the development of educational programs related to the administration of trade remedies law for officials of both Parties; and (f) provide a forum for the Parties to discuss other relevant topics of mutual interest, including: (i) international issues relating to trade remedies, including those relating to international trade negotiations; and (ii) practices by the Parties' investigating authorities in antidumping and countervailing duty investigations, such as the application of "facts available" and verification procedures. 3. Unless the Parties agreeotherwise, the Committee shall meet at least oncea year.

Chapter 8. TRADE IN SERVICES

Article 8.1: Definitions For the purposes of this Chapter: commercial presence means any type of business or professional establishment, including through: (a) the establishment, acquisition, or maintenance of an enterprise; or (b) the creation or maintenance of a branch or representative office of an enterprise, within the territory of a Party for the purpose of supplying a service; computer reservation system services means services 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; enterprise means an enterprise as defined in Article 1.5 (Initial Provisions and General Definitions – General Definitions), or a branch of an enterprise; enterprise of a Party means an enterprise constituted or organised under the domestic law of a Party, or a branch of an enterprise located in the territory of a Party and carrying out business activities there;1 measures adopted or maintained by a Party means measures adopted or maintained by: (a) central, regional, or other governments, or authorities; or (b) non-governmental bodies in the exercise of powers delegated by central, regional, or other governments, or authorities; professional service means a service, the provision of which requires specialized post-secondary education, or equivalent training or experience, and for which the right to practice is granted or restricted by a Party, but does not include a service provided by a tradesperson, or a vessel or aircraft crew member; 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 or the applicable conditions; service supplied in the exercise of governmental authority means, for a Party, any service that is supplied neither on a commercial basis nor in competition with one or more service suppliers; service supplier of a Party means a person of a Party that seeks to supply or supplies a service; 1 For greater certainty, the definition of "enterprise of a Party" is relevant to the interpretation of "service supplier of a Party" and Article 8.11(Denial ofBenefits). speciality air services means a specialized commercial operation using an aircraft whose primary purpose is not the transportation of goods or passengers, such as aerial fire-fighting, flight training, sightseeing, spraying, surveying, mapping, photography, parachute jumping, glider towing, and helicopter-lift for logging and

construction, and other airborne agricultural, industrial, and inspection services; and trade in services or supply of a service means the supply of a service: (a) from the territory of a Party into the territory of the other Party; (b) in the territory of a Party to a person of the other Party; (c) by a service supplier of a Party, through commercial presence in the territory of the other Party; or (d) by a national of a Party in the territory of the other Party. Article 8.2: Scope 1. This Chapter applies to a measureadopted or maintained by a Party relating to trade in services by a service supplier of the other Party, including a measure relating to: (a) the production, distribution, marketing, sale,or delivery of a service;2 (b) the purchase or use of, or payment for, a service;3 (c) the access to and use of, in connection with the supply of a service, services which are required by a Party to be offered to the public generally; or (d) the presence in the Party's territory of a service supplier of the other Party for the supply of a service. 2. This Chapter does not apply to: (a) government procurement; (b) a service supplied in the exercise of governmental authority; (c) a subsidyor grant provided by a Party ora state enterprise, including government-supported loans, guarantees, or insurance; and (d) a measure adopted or maintained by a Party to the extent that it iscovered by Chapter 10 (Financial Services). 2 For greater certainty,subparagraph (a) includes theproduction,distribution, marketing, sale, or delivery ofa service by electronic means. 3 For greater certainty,subparagraph (b) includes the purchase or useof, orpaymentfor, aservicebyelectronic means. 3. This Chapter does not apply to air services, including domestic and international air transportation services, whether scheduled or non-scheduled, or to related services in support of air services, other than the following: (a) aircraft repair or maintenance services during which an aircraft is withdrawn from service, excluding so-called line maintenance; (b) the selling and marketing of air transport services; (c) computer reservation system (CRS) services; and (d) specialty air services. 4. In the event of any inconsistency between this Agreement and a bilateral, plurilateral, or multilateral air services agreement to which both Parties are party, the air services agreement prevails in determining the rights and obligations of the Parties. 5. If the Parties have the same obligations under this Agreement and a bilateral, plurilateral, or multilateral air services agreement, a Party may invoke the dispute settlement procedures of this Agreement only after any dispute settlement procedures in the other agreement have been exhausted. 6. If the Annex on Air Transport Services of GATS is amended, the Parties shall jointly review any new definitions with a view to aligning the definitions in this Agreement with those definitions, as appropriate. 7. This Chapter does not impose anyobligation on aParty with respect to a national of the other Party who seeks access to its employment market or who is employed on a permanent basis in its territory, and does not confer any right on that national with respect to that access or employment. Article 8.3: National Treatment 1. Each Party shall accord to a service or service supplier of the other Party treatment no less favourable than that it accords, in like circumstances, to its own services and service suppliers. 2. The treatment to beaccorded by a Party under paragraph 1 means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to services or service suppliers of the Party of which it forms a part. 3. Whether treatment referred to in paragraph 1 is accorded "in like circumstances" depends on the totality of the circumstances. Such circumstances include whether the relevant treatment distinguishes between services or service suppliers on the basis of legitimate policy objectives, and, if relevant, competition in the economic or business sector concerned and the applicable legal and regulatory framework. 4. Paragraph 1 prohibitsdiscrimination based on nationality. A difference in treatment accorded to a service supplier or a service and a Party's own service suppliers or services of its own service suppliers does not, in and of itself, establish discrimination based on nationality. Article 8.4: Most-Favoured-Nation Treatment 1. Each Party shall accord to a service or service supplier of the other Party treatment no less favourable than that it accords, in like circumstances, to services and service suppliers of a non-Party. 2. The treatment to beaccorded by a Party under paragraph 1 means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to services or service suppliers of the Party of which it forms a part. 3. Whether treatment referred to in paragraph 1 is accorded "in like circumstances" depends on the totality of the circumstances. Such circumstances include whether the relevant treatment distinguishes between services or service suppliers on the basis of legitimate policy objectives, and, ifrelevant, competition in the economic or business sector concerned and the applicable legal and regulatory framework. 4. Paragraph 1 prohibitsdiscrimination based on nationality. A difference in treatment accorded to a service supplier or a service and a Party's own service suppliers or services of its own service suppliers does not, in and of itself, establish discrimination based on nationality. Article 8.5: Market Access4 A Party shall not adopt or maintain, either on the basis of a regional subdivision or on the basis of its entire territory, a measure that: (a) imposes a limitation on: (i) the number of service suppliers, whether in theform of a numerical quota, monopoly, exclusive service suppliers, or the requirement of an economic needs test; (ii) the total value of servicetransactions or assets in the form of a numerical quota or the requirement of an economic needs test; (iii) the total number of service operations or the total quantity of service output expressed in terms of a designated numerical unit in the form of a quota or the requirement of an economic needs test;5 or (iv) the total number of natural persons that may beemployed 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 a numerical quota or the requirement of an economic needs test; or 4 For the purposes of aParty's reservations pursuantto Article 8.7 (Reservations), a limitationon the participation of foreigncapital by way of a maximumpercentage limit on foreignshareholding orthe total valueofindividual or aggregate foreign investment isreserved against Article8.3 (National Treatment) and Article 13.6 (Investment – National Treatment). 5 Sub-subparagraph (a)(iii) does not cover a measureof a Party which limits inputs for thesupply of a service. (b) restricts or requires a specific type of legal entity or joint venture through which a service supplier may supply a service. Article 8.6: Formal Requirements Article 8.3 (National Treatment)

does not prevent a Party from adopting or maintaining a measure that prescribes formal requirements in connection with the supply of a service, provided that theserequirements are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination. These measures include requirements: (a) to obtain a licence, registration, certification, or authorisation in order to supply a service or as a membership requirement of a particular profession, such as requiring membership in a professional organisation or participation in collective compensation funds for members of professional organisations; (b) for a service supplier to have a local agent for service or maintain a local address; (c) to speak a national language or hold a driver's licence; or (d) that a service supplier: (i) post a bond or other form of financial security; (ii) establish or contribute to a trust account; (iii) maintain a particular type and amount of insurance; (iv) provide other similar guarantees; or (v) provide access to records. Article 8.7: Reservations 1. Article 8.3 (National Treatment), Article 8.4 (Most-Favoured-Nation Treatment), and Article 8.5 (Market Access) do not apply to: (a) any existing non-conforming measure, maintained in the territory of a Party at: (i) the central level of government, as set out by that Party in its Schedule to Annex I-A (Reservations for Existing Measures – ratchet); (ii) a regional level of government, as set out by that Party in its Schedule to Annex I-A (Reservations for Existing Measures – ratchet); or (iii) agovernment other than the central or regional levels; (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or (c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Article 8.3 (National Treatment), Article 8.4 (Most-Favoured-Nation Treatment), and Article 8.5 (Market Access). 2. Article 8.3 (National Treatment), Article 8.4 (Most-Favoured-Nation Treatment), and Article 8.5 (Market Access) do not apply to: (a) any existing non-conforming measure, maintained in the territory of a Party at: (i) the central level of government, as set out by that Party in its Schedule to Annex I-B (Reservations for Existing Measures – standstill); or (ii) aregional level of government, as set out by that Party in its Schedule to Annex I-B (Reservations for Existing Measures – standstill); (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or (c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure as it existed at the date of entry into force of this Agreement with Article 8.3 (National Treatment), Article 8.4 (Most-Favoured-Nation Treatment), and Article 8.5 (Market Access). 3. Article 8.3 (National Treatment), Article 8.4 (Most-Favoured-Nation Treatment), and Article 8.5 (Market Access) do not apply to a measure that a Party adopts or maintains with respect to sectors, subsectors, or activities, as set out in its Schedule to Annex II(Reservations for Future Measures). 4. Notwithstanding subparagraph 2(c), a Party shall not withdraw aright or benefit from aservice supplier of the other Party, in reliance on which the service supplier has been granted an investment permit, through an amendment to a limitation on foreign equity participation that decreases the conformity of the measure as it existed immediately before the amendment. Article 8.8: Transparency 1. The Parties recognize that transparent measures governing trade in services are important in facilitating the ability of a service supplier of a Party to gain access to, and operate in, the other Party's market. For this purpose, each Party shall promote regulatory transparency in trade in services. 2. Each Party shall,to the extent possible,maintain or establish appropriate mechanisms for responding to inquiries from interested persons regarding its laws and regulations that relate to the subject matter of this Chapter. 3. If a Party does not,in accordancewith Article 22.2 (Transparency, Anti-corruption, and Responsible Business Conduct – Publication), publish in advance and providean opportunity tocomment on its laws and regulations that relate to the subject matter of this Chapter, it shall, at therequest of the other Party, endeavour to provide in writing the reasons for not doing so. Article 8.9: Development and Administration of Measures 1. TheParties recognize the right of each Party to regulate and to introduce new regulations on the supply of services within itsterritory to achieve legitimate policy objectives. 2. Each Party shall ensure that ameasure of general application affecting trade in services is administered in a reasonable, objective, and impartial manner. 3. Additional commitments on the development and administration of measures are set out in Annex 8-A (Development and Administration of Measures). Article 8.10: Recognition 1. For the purposes of the fulfilment, in whole or in part, of a Party's standards or criteria for the authorisation, licensing, or certification of a service supplier, and subject to the requirements of paragraph 4, a Party may recognise the education or experience obtained, requirements met, or licences or certifications granted in a particular country. This recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement with the country concerned, or may be accorded autonomously. 2. If a Party recognises, autonomously,or by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted in the territory of a non-Party, Article 8.4 (Most-Favoured-Nation Treatment) is not to be construed to require the Party to accord recognition to the education or experience obtained, requirements met, or licences or certifications granted in the territory of the other Party. 3. Each Party shall endeavour to publish, by electronic means, relevant information, including appropriate descriptions, concerning an agreement or arrangement of the type referred to in paragraph 1 that the Party or relevant bodies or authorities in its territory have concluded. 4. A Party that is party to an agreement or arrangement of the type referred to in paragraph 1, whether existing or future, shall afford adequate opportunity for the other Party, if the other Party is interested, to negotiate accession to that agreement or arrangement or to negotiate a comparable one with that other Party. If a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licences, or certifications obtained, or requirements met in that other Party's territory should be recognised. 5. A Party shall not accord recognition in a manner that would constitute a means of discrimination in the application of its standards or criteria for the authorisation,

certification, or licensing of a service supplier, or a disguised restriction on trade in services. 6. Each Party shall endeavour to ensure that recognition does not require citizenship or any form of residency, or education, experience, or training in the territory of the host jurisdiction. 7. As set out in Annex 8-B (Professional Services), the Parties shall endeavour to facilitate trade in professional services including through the establishment of a Professional Services Working Group. Article 8.11: Denial of Benefits 1. A Party may deny the benefits of this Chapter to a service supplier of the other Party if the service supplier is an enterprise owned or controlled by a person of a non-Party, and the denying Party adopts or maintains a measure with respect to the non-Party or a person of the non-Party that prohibits transactions with that enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to that enterprise. 2. A Party may deny the benefits of this Chapter to a service supplier of the other Party if the service supplier is an enterprise owned or controlled by a person of a non-Party, or by a person of the denying Party, that has no substantial business activities in the territory of the other Party. Article 8.12: Payments and Transfers 1. Each Party shall permit all transfers and payments that relate to the supply of a service to be made freely and without delay into and out of its territory. 2. Each Party shall permit transfers and payments that relate to the supply of a service to be made in a freely convertible currency at the market rate of exchange that prevails at the time of transfer. 3. Notwithstanding paragraphs 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory, and good faith application of its laws that relate to: (a) bankruptcy, insolvency, or the protection of the rights of creditors; (b) issuing, trading, or dealing in securities and derivatives; (c) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities; (d) criminal or penal offenses; or (e) ensuring compliance with orders or judgments in judicial or administrative proceedings. 4. For greatercertainty, this Article does not preclude the equitable, non-discriminatory, and good faith application of a Party's laws relating to its social security, public retirement, or compulsory savings programs. Article 8.13: Review The Parties shall, three years after the date of entry into force of this Agreement but no later than five years, and every three years thereafter, unless otherwise agreed, hold consultations to review their respective non-conforming measures referred to in paragraphs 1 and 2 of Article 8.7 (Reservations). The Parties shall, without prejudice to the result, hold these consultations with a view to increasing the conformity of these non-conforming measures with this Agreement. Article 8.14: Committee on Trade in Services 1. The Parties hereby establish a Committee on Trade in Services consisting of representatives of the Parties. 2. Thefunctions of the Committee on Trade in Services'are to: (a) review the implementation of this Chapter; (b) consider any other matters related to this Chapter identified by either Party; (c) consider matters related to Chapter 11 (Telecommunications), as well as activities of the Professional Services Working Group; (d) advance issues and reports at the request of theWorking Group on the Temporary Movement of Natural Persons, established under Article 9.6.1 (Temporary Movement of Natural Persons – Working Group on the Temporary Movement of Natural Persons), to the Joint Committee, established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee); (e) discussand coordinate with the Committee on Investment, established under Article 13.20.1 (Investment – Committee on Investment), on matters related to this Chapter and Chapter 13 (Investment), and non-conforming measures pursuant to Article 8.7 (Reservations); and (f) report to the Joint Committee as required. ANNEX 8-A DEVELOPMENT AND ADMINISTRATION OF MEASURES 1. This Annex sets out additional commitments related to the authorisation to supply a service. Commitments in this Annex do not apply to the aspects of a measure set out in an entry to a Party's Schedule to Annex I-A(Reservations for Existing Measures – ratchet) or Annex I-B (Reservations for Existing Measures – standstill), or to a measure that a Party adopts or maintains with respect to sectors, sub-sectors, or activities as set out by that Party in its Schedule to Annex II (Reservations for Future Measures). Definitions 2. For the purposes of this Annex: authorisation means the granting of permission by a competent authority to a person to supply a service, resulting from a procedure to which an applicant must adhere in order to demonstrate compliance with a licensing requirement, a qualification requirement, or a technical standard; competent authority means any government of a Party, or non-governmental body in the exercise of powers delegated by any government or authorities of a Party, that grants an authorisation; Review of administrative decisions 3. Each Party shall maintain or institute judicial, arbitral,or administrative tribunals or procedures which provide for, at the request of an affected service supplier of the other Party, a prompt review of, and if justified, appropriate remedies for, administrative decisions relating to the supply of a service. If these procedures are not independent of the agency entrusted with the administrative decision concerned, each Party shall ensure that the procedures are applied in a way that provide for an objective and impartial review. 4. Paragraph 3 shall not be construed to require a Party to institute tribunals or procedures ifthis would be inconsistent with its constitutional structure or the nature of its legal system. Development of measures 5. If a Party adopts or maintains a measure with respect to the authorisation to supply a service, that Party shall ensure that: (a) the measure isbased on criteria that are: (i) objective and transparent, such as competenceand ability to supply a service, including to do so in a manner consistent with the Party's regulatory requirements; and (ii) made publicly accessible, and if applicable, established in advance; (b) the authorisation process does not, in itself, unjustifiably restrict the supply of the service; and (c) themeasure doesnot discriminate between men and women.6 6. In determining whether a Party is in conformity with its obligations under sub-subparagraph 5(a)(i), account may be taken of international standards of relevant international organisations7 applied by that Party. 7. Ifa Party adopts or proposes regulations relating to the authorisation to supply a service, it shall endeavour to undertake a regulatory impact assessment, as referenced in Chapter 21 (Good Regulatory Practices and Regulatory Cooperation). Administration of measures 8. Each Party shall ensure that licensing or qualification procedures used by the competent authority and

decisions of the competent authority in the authorisation process are impartial with respect to all applicants. The competent authority should reach its decisions in an independent manner and, in particular, should not be accountable to any person supplying a service for which the authorisation is required. 9. To the extent practicable, each Party shall avoid requiring an applicant to approach more than one competent authority for each application for authorisation. For greater certainty, a Party may require multiple applications for authorisation where a service is within the jurisdiction of multiple competent authorities. 10. If authorisation is required for the supply of a service, a competent authority of a Party shall: (a) to the extent practicable, permit an applicant to submit an application at any time;8 (b) allow a reasonable period for the submission of an application,if specific time periods for applications exist; (c) upon submission from the applicant, initiate the processing of the application without undue delay; (d) to the extent practicable, establish an indicative timeframe to ensure that the processing of an authorisation, including reaching a final decision, is completed within a reasonable period of time from the date of submission of a complete application; (e) if an application is considered incomplete under a Party's laws and regulations, within a reasonable period of time, and to the extent practicable: (i) inform the applicant that the application is incomplete; and (ii) at the applicant's request, provide guidance on why the application is considered incomplete and enable the applicant to provide the additional information required to complete the application; 6 Differential treatment that is reasonable, objective, and aims to achievealegitimate policy objective, or the adoption of temporary special measures aimed at accelerating equality, shallnotbe considered discriminatory for thepurposes of subparagraph 5(c). 7 "Relevant international organisations"refers tointernationalbodies whose membership is open to the relevant bodies of each Party. 8 A competent authorityis not required to start considering applications outside of its official working hours and workingdays. (f) if itis not practicable to carry out what is set out insub.subparagraphs (e)(i) and (ii), and the application is rejected due to incompleteness, within a reasonable period of time, and to the extent practicable: (i) ensure that the applicant is informed in writing, including by electronic means; and (ii) atthe applicant's request, may also inform the applicant of the reasons the application was rejected and of the timeframe for an appeal or review ofthe decision. The applicant should be permitted, within a reasonable period of time, to resubmit an application; (g) within a reasonable period of time after the date of submission of an application considered complete under its laws and regulations, inform the applicant of the decision concerning the application; (h) at the request of the applicant, provide without undue delay, information concerning the status of the application; (i) if appropriate, accept copies of documents that are authenticated in accordance with the Party's laws and regulations in place of original documents;9 and (j) ensure that an authorisation, once granted, enters into effect without undue delay, subject to the applicable terms and conditions. Fees 11. Each Party shall ensure that any authorisation fee charged by a competent authority is reasonable, transparent, and does not, in itself, restrict the supply of the 10 relevant service. Transparency 12. Ifa Party requires authorisation to supply a service, the Party shall promptly publish,11 or otherwise make publicly available in writing, the information necessary for a service supplier, or a person seeking to supply a service, to comply with the requirements and procedures for obtaining, maintaining, amending, and renewing such authorisation. That information shall include, among other things and where applicable: (a) authorisation fees; (b) contact information of relevant competent authorities; (c) procedures for appeal or review of decisions concerning applications; (d) procedures for monitoring or enforcing compliance with the terms and conditions of licenses; 9 For greater certainty,a competent authority may require original documents toprotect the integrity of the authorisation process. 10 For the purposes of this paragraph, authorisationfees donot include fees for theuseof natural resources, royalties, payments forauction, tendering,or other non-discriminatory means of awarding concessions ormandated contributions to universal service provision. 11 For the purposes of this paragraph, "publish" means to includeinan official publication, such as anofficial journal or on an official website. (e) opportunities for public involvement, such as through hearings or comments; (f) indicative timeframes for processing of an application; and (g) the requirements, procedures, and technical standards. Examinations 13. If licensing or qualification requirements include the completion of an examination, each Party shall ensure that: (a) the examination is scheduled at reasonable intervals; and (b) a reasonable period of time is provided to enable an applicant to request to take the examination. 14. Further to paragraph 13, each Party shall endeavour to explore, as appropriate, the possibility of: (a) using electronic means for conducting that examination; and (b) providing opportunities for taking that examination in the territory of the other Party. 15. To the extent permissible under its laws and regulations, each Party shall not require physical presence in the territory of the other Party for the submission of an application for a license or qualification. 16. Each Party shall endeavour to accept applications through electronic means under similar conditions of authenticity as paper submissions, at all stages of the authorisation process, in accordance with its laws and regulations. 17. In the case of aprofessional service, each Party shall ensure that there are procedures in place domestically to assess the competency of professionals of the other Party. 18. If the results of the negotiations related to paragraph 4 of Article VI of GATS enter into effect, the Parties shall jointly review these results with a view to bringing them into effect, as appropriate, under this Agreement. ANNEX 8-B PROFESSIONAL SERVICES General Provisions 1. Each Party shall consult with relevant professional bodies or authorities in its territory to seek to identify professional services if the Parties are mutually interested in establishing a dialogue on issues that relate to the recognition of professional qualifications, licensing, or registration. 2. If a professional servicedescribed in paragraph 1 is identified, each Party shall encourage its relevant bodies or authorities to establish dialogues with the relevant bodies or authorities of the other Party, with a view to facilitating trade in professional services. The dialogues may consider, as appropriate: (a) recognition of professional qualifications and facilitating licensing and registration procedures through mutual recognition agreements or

arrangements; (b) autonomous recognition of the education or experience obtained, requirements met, or licenses or certifications granted to a candidate in the territory of the other Party, for the purposes of fulfilling some or all of the licensing or examination requirements of that profession; (c) the development of mutually acceptable standards and criteria for the authorisation, licensing, certification, or registration of professional service suppliers from the territory of the other Party, including for education, examinations, experience, continuous professional development and re-certification, scope of practice, conduct and ethics, local knowledge, and consumer protection; (d) temporary or project-specific licensing or registration based on a foreign supplier's home license or recognized professional body membership, without the need for further written examination, if feasible; (e) the form of association and procedures whereby a foreign-licensed supplier may work in association with a professional service supplier of a Party; or (f) any other approaches to facilitate authorisation to provide services by professionals licensed in the other Party, including by reference to international standards and criteria. 3. If relevant bodies or authorities enter into discussions for the purpose of creating a mutual recognition agreement or arrangement pursuant to subparagraph 2(a), those discussions may be guided by Appendix 8-B-1 (Guidelines for Mutual Recognition Agreements or Arrangements for the Professional Services Sector) for the negotiation of such an agreement or arrangement. 4. If a mutual recognition agreement or arrangement has been entered into by a relevant body at the national level, each Party shall work with the relevant body to encourage the application and implementation of the agreement or arrangement. 5. Any temporary or project-specific licensing or registration of the type referred to in subparagraph 2(d) should not operate to prevent a foreign service supplier from gaining a local licence once that service supplier satisfies the applicable local licensing requirements. 6. Each Party shall encourage its relevant bodies or authorities to take into account multilateral agreements that relate to professional services in the development of agreements on the recognition of professional qualifications, licensing, and registration. 7. If applicable, each Party shall encourage its relevant bodies or authorities to recognise through electronic means education or experience obtained or requirements met in the territory of the other Party, including through online portals used to apply for recognition, online courses, online registers of licensed individuals, as well as online platforms for continuous professional education and development. 8. Further to any dialogue referred to in subparagraphs 2(a) to (f), each Party shall encourage its respective relevant bodies or authorities to consider undertaking any related activity within a mutually agreed time as well as through electronic means. Professional Services Working Group 9. The Parties hereby establish a Professional Services Working Group ("Working Group"), composed of representatives of each Party. 10. The Working Group shall liaise, as appropriate, to support the Parties' relevant bodies or authorities in pursuing the activities listed in paragraphs 2 and 4. This support may include facilitating dialogues, meetings, and other activities, or providing information concerning standards and criteria for the certification and licensing of professional service suppliers, including information concerning the relevant bodies or authorities to consult regarding these standards and criteria. 11. The Working Group shall meet within one year of the date of entry into force of this Agreement, and thereafter annually or as decided by the Parties, to review the implementation and discuss activities covered by this Annex. 12. The Working Group shall report to the Committee on Trade in Services progress undertaken by the Parties pursuant to this Annex, and on the future direction of its work within 60 days of each meeting or as decided by the Parties. APPENDIX 8-B-1 GUIDELINES FOR MUTUAL RECOGNITION AGREEMENTS OR ARRANGEMENTS FOR THE PROFESSIONAL SERVICES SECTOR Introductory Notes This Appendix provides practical guidance for governments, relevant bodies, or authorities entering into mutual recognition negotiations for a regulated professional services sector. These guidelines are non-binding, non-exhaustive, and are intended to be used by the Parties on a voluntary basis. They do not modify or affect the rights and obligations of the Parties under this Agreement. The objective of these guidelines is to facilitate the negotiation of mutual recognition agreements or arrangements ("MRAs"). The guidelines listed under this Appendix are provided by way of illustration. The listing of these guidelines is indicative and is intended neither to be exhaustive, nor as an endorsement of the application of thesemeasures by the Parties. Section A: Conduct of Negotiations and Relevant Obligations Opening of Negotiations 1. Governments, relevant bodies,or authorities intending to enter into negotiations towards an MRA are encouraged to inform the Professional Services Working Group ("Working Group") established under Annex 8-B (Professional Services). The following information may be supplied: (a) the governments, relevant bodies, or authorities involved in negotiations that have authority, statutory or otherwise, to enter into the negotiations; (b) a contact point to obtain further information; (c) the subject of the negotiations(specific activity covered in the negotiations); and (d) the expected time of the start of negotiations. Results 2. Upon theconclusion of an MRA, the parties to the MRA are encouraged to inform the Working Group, and may supply the following information: (a) the content of a new MRA; or (b) if available, the significant modifications to an existing MRA. Follow-up Actions 3. As a follow-up action to theconclusion of an MRA, parties to the MRA are encouraged to inform the Working Group of the following: (a) that the MRA complies with the provisions of this Chapter and Annex 8-A (Development and Administration of Measures); (b) measures and actions taken regarding the implementation and monitoring of the MRA; (c) that the text of the MRA is publicly available; and (d) any other matters regarding theconclusion of the MRA. Section B: Form and Content of MRAs Introductory Note This Section sets out various issues that may be addressed in MRA negotiations and, if so agreed during the negotiations, included in the MRA. It includes some basic ideas on what a Party might require of foreign professionals seeking to take advantage of an MRA. Participants 4. The MRA should identify clearly: (a) the parties to the MRA (for example, governments, relevant bodies, or authorities); (b) competent authorities or organizations other than the parties to the MRA, if any, and their position in relation to the MRA; and (c) the status and area of competence of each party to the

MRA. Purpose of the MRA 5. The purpose of the MRA should be clearly stated. Scope of the MRA 6. The MRA should set out clearly: (a) its definitions; (b) its scope in terms of the specific profession or titles and professional activities it covers in the territory of each Party; (c) who is entitled to use the professional titles concerned; (d) whether the recognition mechanism is based on qualifications, on the license or registration procedures obtained in the jurisdiction of origin, or on some other requirement; and (e) whether it covers the recognition of professional qualifications for the purpose of access to professional activities on a fixed-term or an indefinite basis. MRA Provisions 7. TheMRA should clearly specify the qualifications or registration conditions, and their equivalences, to be met for recognition between the parties to the MRA. If the requirements of the various sub-national jurisdictions under an MRA are not identical, the difference and the modalities for the recognition of qualifications between sub.national jurisdictions should be clearly presented. 8. The MRA should seek to ensure that recognition does not requirecitizenship or any form of residency, or education, experience, or training in the jurisdiction of the host party as a condition for recognition by that host party. 9. The requirements and procedures under the MRA should not discriminate between men and women. Eligibility for Recognition – Qualifications 10. If the MRA is based on recognition of qualifications, then it may state: (a) the minimum level of education required (including entry requirements, length of study, and subjects studied); (b) the minimum level of experience required (including location, length, and conditions of practical training or supervised professional practice prior to licensing, and framework of ethical and disciplinary standards); (c) examinations required, especially examinations of professional competence; (d) the extent to which jurisdiction of origin qualifications are recognised in the jurisdiction of the host party; and (e) the qualifications which the parties to the MRA are prepared to recognize, for instance, by listing particular diplomas or certificates issued by certain institutions, or by reference to particular minimum requirements to be certified by the authorities of the jurisdiction of origin, including whether the possession of a certain level of qualification would allow recognition for some activities but not others. Eligibility for Recognition – Registration 11. If the MRA is based on recognition of the professional licensing, membership,or registration decision made by regulators in the jurisdiction of origin, it should specify the mechanism by which eligibility for such recognition may be established. Eligibility for recognition – Additional Requirements for Recognition in the Jurisdiction of the Host Party (“Compensatory Measures”) 12. If it is considered necessary to provide for additional requirements to ensure the quality of the service, the MRA should set out the conditions under which those requirements may apply, for example, in case of shortcomings in relation to qualification requirements in the jurisdiction of the host party or knowledge of local law, practice, standards, and regulations. This knowledge should be essential for practice in the jurisdiction of the host party or required because there are differences in the scope of licensed practice. 13. If additional requirements are deemed necessary, the MRA should set out in detail what they entail (for example, examination, aptitude test, additional practice in the jurisdiction of the host party or in the jurisdiction of origin, practical training, and language used for examination). Mechanisms for Implementation 14. The MRA could state: (a) the rules and procedures to be used to monitor and enforce the provisions of the MRA; (b) the mechanisms for dialogue and administrative cooperation between the parties to the MRA; and (c) the means of arbitration for disputes under the MRA. 15. As a guide to the treatment of individual applicants, the MRA could include details on: (a) the focal point of contact in each party to the MRA for information on all issues relevant to the application (such as the name and address, licensing formalities, and information on additional requirements which need to be met in the jurisdiction of the host party); (b) the duration of procedures for the processing of applications by the relevant authorities of the jurisdiction of the host party; (c) the documentation required of applicants and the form, including by electronic means, in which it should be presented and any time limits for applications; (d) acceptance of documents and certificates, including by electronic means if applicable, issued in the jurisdiction of origin in relation to qualifications and licensing; (e) the procedures of appeal to or review by the relevant authorities in case of the rejection of an individual application for recognition; and (f) the fees that might be reasonably required. 16. The MRA could also include the following commitments: (a) that requests about the measures will be promptly dealt with; (b) that adequate preparation time will be provided if necessary; (c) that any exams or tests will be arranged with reasonable periodicity and accessibility; (d) that fees to applicants seeking to take advantage of the terms of the MRA will be in proportion to the cost to the host party or organisation; and (e) that information on any assistance programmes in the jurisdiction of the host party for practical training, and any commitments of the host party in that context, be supplied. Licensing and Other Provisions in the Jurisdiction of the Host Party 17. If applicable: (a) the MRA could also set out the means by which, and the conditions under which, a license is actually obtained following the establishment of eligibility, and what such license entails (such as a license and its content, membership of a professional body, and use of professional or academic titles); (b) a licensing requirement, other than qualifications and experience, may include, for example: (i) proof of payment of any required application fees; (ii) a language proficiency requirement; (iii) proof of good conduct and financial standing; (iv) professional indemnity insurance in accordance with the laws of the host party; (v) demonstratingknowledge of the occupational laws and regulations of the host party; (vi) compliance with the host party’s requirements foruse of trade or firm names; (vii) compliance with the host party’s ethics, for instance independence and incompatibility; and (viii) requirements for continuous professional development. 18. The MRA could require the parties to the MRA to communicate to their counterpart any new requirement or modification to an existing requirement that might have an impact on the recognition of qualifications under the MRA. Revision of the MRA 19. If the MRA includes terms under which it can be reviewed or revoked, and in the event of a revision or revocation, the MRA should clearly state the implications and details of those terms.

Chapter 9. TEMPORARY MOVEMENT OF NATURAL PERSONS

Article 9.1: Definitions For the purposes of this Chapter: business person means a natural person of a Party who is engaged in the trade of goods, the supply of services or the conduct of investment activities; immigration formality means: (a) For Indonesia, a visa, permit, pass, or other document, or electronic authority, granting temporary entry; (b) For Canada, a permit authorizing work; temporary entry means entry into the territory of a Party by a business person of the other Party without the intent to establish permanent residence; and immigration measure means any measure affecting the entry and stay of foreign nationals. Article 9.2: Scope 1. This Chapter applies to measures affecting the temporary entry of business persons of aParty into the territory of the other Party under the categories set out in each Party's Schedule of Commitments for Temporary Movement of Natural Persons at Annex 9-A (Schedule of the Parties). 2. This Chapter does not apply to measures affecting natural personsseeking access to the employment market of the other Party, nor does it apply to measures regarding citizenship, nationality, residence, or employment on a permanent basis. 3. This Agreement does not prevent a Party from applying measures to regulate the entry of natural persons of the other Party into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in a manner that nullifiesor impairs the benefits accruing to the other Party under this Chapter. Article 9.3: Grant of Temporary Entry 1. Each Party shall grant temporary entry to a business person of the other Party, who is otherwise qualified for entry under its immigration measures, including measures relating to public health and safety and national security, in accordance with this Chapter and each Party's Schedule of Commitments for Temporary Movement of Natural Persons at Annex 9-A (Schedule of the Parties). 2. A Party may refuse to grant temporary entry orissue an immigration formality to a business person of the other Party if the temporary entry of that business person might adversely affect: (a) the settlement of any labour dispute that is in progress at the intended place of employment; or (b) the employment of any natural person who is involved in such dispute. 3. A Party may require a business person seeking temporary entry under this Chapter to obtain an entry visa or an equivalent requirement, prior to temporarily entering, working, or establishing acommercial presence, in accordance with its laws and regulations. The sole fact that a Party requires a business person of the other Party to obtain an entry visa, or an equivalent requirement prior to temporarily entering, working, or establishing a commercial presence, shall not be regarded as nullifying or impairing the benefits accruing to the other Party under this Chapter. 4. The sole fact that a Party grants temporary entry or issuesan immigration formality to a business person of the other Party pursuant to this Chapter does not exempt that business person from meeting any applicable licensing or other requirements, including any mandatory codes of conduct, to practise a profession or otherwise engage in business activities. Article 9.4: Application Procedures 1. Each Party shall, as expeditiously as possible following receipt of a complete application for an immigration formality, issue its decision to the applicant. If approved, the decision shall specify the period of stay and other conditions. 2. At the request of an applicant, the Party that has received a complete application for an immigration formality, shall endeavour to promptly provide information concerning the status of the application, either directly or through their authorized representative. 3. Each Party shall endeavor to accept and process applications for an immigration formality in electronic format. 4. In accordance with its laws and regulations, any fee imposed by a Party in respect of theprocessing of an immigration formality shall be reasonable in that it does not, in itself, represent an unjustifiable impediment to the movement of natural persons of the other Party under this Chapter. 5. Nothing in this Chapter impairsthe ability of an applicant to apply for temporary entry or an immigration formality through the domestic regime of a Party. Article 9.5: Provision of Information Further to Article 22.2 (Transparency, Anti-Corruption, and Responsible Business Conduct – Publication), each Party shall promptly after the date of entry into force of this Agreement: (a) publish online if possible, or otherwise make publicly available, explanatory material on its measures relating to this Chapter; and (b) establish or maintain appropriate mechanisms to respond to enquiries from interested persons regarding measures relating to temporary entry covered by this Chapter. Article 9.6: Working Group on the Temporary Movement of Natural Persons 1. The Parties hereby establish a Working Group on the Temporary Movement of Natural Persons ("Working Group") composed of government representatives of each Party, including representatives of competent authorities.1 These competent authorities act as each Party's Contact Point for matters pertaining to this Chapter. 2. The Working Group shall meet as required to exchange information as described in Article 9.5 (Provision of Information) and to consider matters pertaining to this Chapter, such as: (a) the implementation and administration of this Chapter; (b) the development of common criteria and interpretation for the implementation of this Chapter; (c) the development of measures to further facilitate temporary entry of business persons; and (d) proposed modification to this Chapter. 3. The Working Group shall report throughthe Trade in Services Committee, established under Article 8.14 (Trade in Services – Committee on Trade in Services). Article 9.7: Dispute Settlement 1. TheParties shall endeavour to settle any difference arising out of the implementation of this Chapter through consultations between Contact Points. 1 For greater certainty,competent authoritiesfor Indonesia refers to the Directorate General of Immigration,Ministry of Immigration and Correction, the Directorate General of ManpowerPlacement Development and Employment Opportunities Expansion, Ministry ofManpower, and the Directorate of Trade in Services Negotiation, Ministry of Trade. Forgreater certainty, competent authorities for Canada refers to the Director General of the Temporary Workers Branch, at Citizenship andImmigration Canada. 2. AParty may not initiate proceedingsunder Chapter 24(Dispute Settlement) regarding

a refusal to grant temporary entry to business persons under this Chapter unless: (a) the matter involves a pattern of practice; (b) the business person who has been refused temporary entry has exhausted the applicable administrative remedies; and (c) the Contact Points have been unable to resolve theissue. 3. Theadministrative remedies referred to in subparagraph (2)(b)shall be deemed to have been exhausted if a final determination in the matter has not been issued by the competent authority within a reasonable period of time after the date of the institution of an administrative proceeding, and the failure to issue a determination is not attributable to delay caused by the business person. Article 9.8: Relation to Other Chapters 1. This Agreement does not impose an obligation on a Party regarding its immigration measures, except as specifically provided in this Chapter or Chapter 22 (Transparency, Anti-Corruption, and Responsible Business Conduct). 2. Nothing in this Chapter shall be construed to impose obligations or commitments with respect to other Chapters of this Agreement. Article 9.9: Cooperation The Parties may discuss mutually agreed areas of cooperation to further facilitate the temporary entry and temporary stay of natural persons of the other Parties, including: (a) upon request of a Party, subject to its domestic laws regarding protection of personal data and other relevant laws and regulations, exchanging information on statistical data respecting the granting of temporary entry for business persons covered by this chapter of the other Party; and (b) establishing adialogue on collecting and maintaining statistical data. ANNEX 9-A SCHEDULE OF THEPARTIES CANADA'S SCHEDULE OF SPECIFIC COMMITMENTS ON TEMPORARY MOVEMENT OF NATURAL PERSONS 1. The following sets out Canada's commitments in accordance with Article 9.3 (Grant of Temporary Entry) in respect of the temporary entry of business persons. 2. For greatercertainty, Canada's commitments do not impose any obligation on Canada's Temporary Resident Visa or any subsequent visa regime. A. Business Visitors Canada's commitments under this category apply to Indonesian business persons if Indonesia has made a reciprocal commitment in its Schedule for this category of business persons without reserving the right to impose or maintain an economic needs test or any form of numerical restrictions. Description of Category Conditions and Limitations (including length of stay) An Indonesian Business Visitor is a Canada shall grant temporary entry for a business person who seeks to engage in period of up to 180 days to an Indonesian one of the following business activities: business person seeking to enter Canada as a Business Visitor to engage in a Meeting and Consultations covered business activity, without requiring that business person to obtain Business persons attending meetings, an immigration formality, provided that seminars, or conferences; or engaged in the business person provides evidence consultations with business associates. demonstrating that the proposed business Trade Fairs and Exhibitions activity is international in scope and the business person is not seeking to enter A business person attending a trade fair the local labour market. for the purpose of promoting their enterprise or its products or services. The Indonesian business person will be required to demonstrate that: Marketing (a) the primary source of Market researchers or analysts conducting research or analysis independently or for an enterprise located remuneration for the proposed business activity is outside Canada's territory; and in the territory of the other Party. Research and Design Technical, scientific, or statistical researchers conducting independent research or research for an enterprise located in the territory of the other Party. Sales Sales representatives or agents taking orders or negotiating contracts for goods or services for an enterprise located in the territory of the other Party but not delivering goods or providing services. This includes buyers purchasing for an enterprise located in the territory of the other Party. (b) the business person's principal place of business and the actual place of accrual of profits, at least predominantly, remain outside of Canada's territory. The Indonesian business person must comply with Canada's immigration measures applicable to temporary entry. B. Intra-Corporate Transferees Indonesian business persons under this category are granted temporary entry in accordance with the Immigration and Refugee Protection Act (S.C. 2001, c. 27) and the Immigration and Refugee Protection Regulations (SOR/2002-227), as amended, if Indonesia has made a reciprocal commitment in its Schedule for this category of business persons. C. Investors Canada's commitments under this category apply to Indonesian business persons if Indonesia has made a reciprocal commitment in its Schedule for this category of business persons, for both pre.and post-establishment investment activities, without reserving the right to impose or maintain an economic needs test. Canada reserves the right to require remuneration at a level commensurate with other similarly qualified business persons within the industry in the region in Canada where the work is performed. Description of Category Conditions and Limitations (including length of stay) Investors are business persons seeking to Canada shall grant temporary entry and establish, develop, or administer an issue an immigration formality for a investment to which the business person period of up to one year, with the or the business person's enterprise has possibility of extensions, to an committed, or is in the process of Indonesian business person seeking to committing, a substantial amount of enter Canada as an Investor to establish, capital, in a capacity that is supervisory, develop, or administer an investment in a executive, or involves essential skills. capacity that is supervisory, executive, or involves essential skills. The Indonesian business person or the business person's enterprise must also have committed, or be in the process of committing, a substantial amount of capital in the territory of Canada. The Indonesian business person must comply with Canada's immigration measures applicable to temporary entry and the issuance of an immigration formality. D. Professionals Indonesian business persons under this category are granted temporary entry in accordance with the Immigration and Refugee Protection Act (S.C. 2001, c. 27) and the Immigration and Refugee Protection Regulations (SOR/2002-227), as amended, if Indonesia has made a reciprocal commitment in its Schedule for this category of business persons. E. Spouses Spouses of Indonesian business persons under Section B (Intra-Corporate Transferees), Section C (Investors), and Section D (Professionals) are granted temporary entry in accordance with the Immigration and Refugee Protection Act (S.C. 2001, c. 27) and the Immigration and Refugee Protection Regulations (SOR/2002-227), as amended, if

Indonesia has made a reciprocal commitment in its Schedule for spouses of Canadian Intra-Corporate Transferees, Investors, and Professionals. INDONESIA'S SCHEDULE OF SPECIFIC COMMITMENTS ON TEMPORARY MOVEMENT OF NATURAL PERSONS 1. The following sets out Indonesia's commitments in accordance with Article 9.3 (Grant of Temporary Entry) in respect of the temporary entry of business persons. 2. All measures in this Schedule shall comply with Indonesian labour and immigration laws and regulations. 3. The rights and obligations arising from this Chapter, including this Schedule, shall have no self-executing effect and thus confer no rights directly on a person. A. Business Visitors 1. A Canadian business person is not allowed to engage in making direct sales to the general public. 2. A Canadian business person shall not receive remuneration, rewards, wages, or any similar payment from a person in Indonesia. 3. Indonesia shall grant temporary entry and stay to a Business Visitor and will not: (a) subject a business person to an economic needs test or require any other procedure of similar intent as a condition of temporary entry; (b) impose or maintain any numerical restriction relating to temporary entry; or (c) require a business person to obtain a work permit or an equivalent requirement prior to entry as a condition for temporary entry. Description of Category Conditions and Limitations (Including Length of Stay) Business Visitor means a business person of a Party who seeks entry and temporary stay in the territory of the other Party, and who is allowed to engage in one of the following business activities: Meetings and Consultations Business persons attending meetings or conferences, or engaged in consultations with business associates. Entry and temporary stay is permitted for a period of 60 days and could be extended with maximum stay in Indonesia of 180 days. With respect to pre-investment, entry and temporary stay is permitted for a period of 180 days and could be extended with maximum stay in Indonesia of 12 months. Trade Fairs and Exhibitions Business persons attending a trade fair for the purpose of promoting their enterprise or its products or services. Business Activities Including sales and purchasing: representatives of a supplier of services or goods conducting discussions, negotiations, or signing a business agreement but not delivering goods or supplying services themselves. After-Sales or After-Lease Service Business persons possessing specialised knowledge essential to a seller's contractual obligation, performing services, pursuant to a warranty or other service contract incidental to the sale or For after-sales or after-lease service activities, a Canadian business person shall fulfill the following conditions: (a) only carry out services supplied to manufacturing sectors and sub-sectors that require high technology and high capital and where after-sales or after-lease service cannot be provided by domestic after-sales or after.lease service providers; and (b) obtain a statement from an enterprise explaining that the after-sales or after-lease service of the machine must be carried out by the respective Canadian service supplier and cannot be represented/authorized to others. lease of commercial or industrial equipment or machinery, from an enterprise located outside the territory of the Party into which temporary entry is sought, throughout the duration of the warranty or service contract. Pre-Investment For pre-investment activities, a Canadian business person shall obtain an invitation/correspondence letter from a government agency or private institution explaining the relationship with that business person. A business persons, including a business person working for a Canadian enterprise who is conducting activities within the territory of Indonesia such as market observation or feasibility analysis prior to making an investment. Description of Category Conditions and Limitations (Including Length of Stay) B. Intra-Corporate Transferees Intra-Corporate Transferees Director: One or a group of business persons entrusted by the shareholders of an enterprise with the final overall control and direction of the enterprise, and legally responsible to act on behalf of the enterprise. Entry and temporary stay is permitted for up to two years and could be extended with a maximum stay in Indonesia of six years. Manager: Senior employee of an enterprise who primarily directs the management of the organisation, receiving general supervision or direction principally from the board of directors of the enterprise, including directing the enterprise or a department or sub-division thereof, supervising or controlling the work of other supervisory, professional, or managerial employees. Technical Expert/Advisor: Business person employed by an enterprise who possesses a standard of high or common (i) qualifications referring to a type of work or trade requiring specific technical knowledge or (ii) knowledge essential or propriety to the service, research equipment, techniques, or management. Must be working in an occupation allowed to be filled by a foreign worker as provided in Minister of Manpower Decree Number 228 of 2019 concerning Certain Positions 2Permissible for Foreign Employees. A foreign natural person supplying services is subject to charges levied by the Government. An employer of a foreign natural person must have a Foreign Worker Utilisation Plan ("RPTKA") approved by the Ministry of Manpower. A Canadian business person entering Indonesia must: (a) possess an educational degree in accordance with the job qualification; (b) possess competency or at least five years of work experience in accordance with the job qualification, unless mentioned otherwise in accordance with relevant laws and regulations; and (c) transfer knowledge and skills to an Indonesian worker appointed as an associate, including the educational qualification of that associate pursuant to relevant laws and regulations. Human resources or personnel functions must be performed by an Indonesian national. In addition, with respect to the following sectors, Indonesia applies conditions and limitations as specified below: 1. Commercial banking May only employ a Canadian business person to the extent that there are no sufficiently qualified Indonesian business persons. 2 In the event of any amendmentor replacement of the regulation, theamendment or replacement willprevail. 2. Health services Subject to recommendation from the relevant Indonesian authority. 3. Educational Services Subject to recommendation from the relevant Indonesian authority. Description of Category Conditions and Limitations (Including Length of Stay) C. Investors Indonesia shall grant temporary entry and stay to Investors and will not: (a) subject an investor to an economic needs test or require any other procedure of similar intent as a condition of temporary entry; or (b) impose or maintain any numerical restriction relating to temporary entry. Investors

are business persons or a business person employed in an enterprise of Canada who seek to make, are making or have made an investment within the territory of Indonesia pursuant to its laws and regulations. The length of stay for an Investor is up to: (a) two years, with possible extension subject to a minimum investment value and form of establishment (Limited Liability Company) based on prevailing laws and regulations; (b) five and 10 years with possible extensions. The investors shall provide the proof of immigration guarantee in the form of a commitment letter subject to prevailing laws and regulations. The commitment in that letter must be fulfilled in the period of 90 days from the issuance of the limited stay permit (Izin Tinggal Terbatas). The types of Investors are as follows: (i) an individual Investor for establishment purposes; (ii) an individual on a board of directors or board of commissioners from a Canadian company who seeks to establish an enterprise in Indonesia; or (iii) a business person who is a representative of a holding company, visiting or working in a branch in Indonesia. Documents required are subject to prevailing laws and regulations. Description of Category Conditions and Limitations (Including Length of Stay) Professionals Professional means a business person possessing appropriate educational and other qualifications relevant to the service to be provided who is engaged in the supply of a contracted service, where the professional has a service contract from an enterprise of a Party, who enters and temporarily stays in the territory of the other Party in order to fulfil the contract to provide services. A Professional requires: (a) theoretical and practical application of a body of specialised knowledge; (b) a university degree or a qualification demonstrating knowledge of an equivalent level; The length of stay for a Professional is up to one year. Must be working in an occupation that is allowed to be filled by a foreign worker as provided in Minister of Manpower Decree Number 228 of 2019 concerning Certain Positions Permissible for Foreign Employees.3 A foreign natural person supplying services is subject to charges levied by the Government. An employer of a foreign natural person must have a Foreign Worker Utilisation Plan (“RPTKA”) approved by the Ministry of Manpower. (c) professional qualifications if required to exercise an activity pursuant to the law, regulations, or other legal requirements of the Party where the service is supplied. A Canadian business person entering Indonesia must: (a) possess an educational degree in accordance with the job qualification; Indonesia takes commitments for the (b) possess competency or at least following professions: five years of work experience in accordance with the job - Legal advisors and legal qualification, unless mentioned consultants otherwise in accordance with relevant laws and regulations; -Engineers and -Architects (c) transfer knowledge and skills to -Urban planners an Indonesian worker appointed as an associate, including -Information and Communication Technology Professionals qualification of education that associate pursuant to relevant Laws and Regulations. -Forestry Management Advisors -Management consultants In addition, with respect to the following Profession, Indonesia applies conditions and limitations as specified below: Legal services Subject to recommendation from Advocate Association and Ministry of Law. Spouses The temporary entry and stay of a spouse is subject to the Intra-Corporate Transferee, Investor, or Professional whom the spouse is accompanying, but without an automatic right to work in Indonesia.

Chapter 10. FINANCIAL SERVICES

Article 10.1: Definitions For the purposes of this Chapter: covered person means: (a) a financial institution of the other Party; or (b) a cross-border financial service supplier of the other Party that is subject to regulation, supervision, and licensing, authorization, or registration by a financial regulatory authority of the Party; cross-border financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of the Party and that seeks to supply or supplies a financial service through the cross-border supply of that service; cross-border trade in financial services or cross-border supply of financial services means the supply of a financial service: (a) from the territory of a Party into the territory of the other Party; (b) in the territory of a Party to a person of the other Party; or (c) by a national1of a Party in the territory of the other Party, but does not include the supply of a financial service in the territory of a Party by an investment in that territory; financial institution means a financial intermediary or other enterprise that is authorised to do business and regulated or supervised as a financial institution under the law of the Party in whose territory it is located; financial institution of the other Party means a financial institution, including a branch, located in the territory of a Party that is controlled by a person of the other Party; financial service means a service of a financial nature. A financial service includes all insurance and insurance-related services, all banking and other financial services (excluding insurance), and services incidental or auxiliary to a service of a financial nature. Financial services include the following activities: Insurance and insurance-related services (a) direct insurance (including co-insurance): (i) life; (ii) non-life; (b) reinsurance and retrocession; 1 For the purposes of the useof theterm “national” throughout this Chapter, anatural person whois a dual citizen shall be deemed to be exclusively anational of the Party of his or her dominant and effective nationality. (c) insurance intermediation, such as brokerageand agency; and (d) services auxiliary to insurance, such as consultancy, actuarial, risk assessment, and claim settlement services; Banking and other financial services (excluding insurance) (e) acceptance of deposits and other repayable funds from the public; (f) lending of all types, including consumer credit, mortgage credit, factoring, and financing of commercial transactions; (g) financial leasing; (h) all payment and money transmission services, including credit, charge and debit cards, travellers cheques, and bankers drafts; (i) guarantees and commitments; (j) 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, certificates of deposits); (ii) foreign exchange; (iii) derivative products, including futures and options; (iv) exchange rate and interest rate instruments, including products such as swaps,

and forward rate agreements; (v) transferable securities; and (vi) other negotiable instruments and financial assets, including bullion; (k) 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; (l) money broking; (m) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services; (n) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments; (o) provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and (p) advisory, intermediation,and other auxiliary financial services on all the activities listed in subparagraphs (e) through (o), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy; financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of that Party; investment means "investment" as defined in Article 13.1 (Investment – Definitions), except that, with respect to "a loanto an enterprise" and a "debt instrument of an enterprise" referred to in that Article: (a) a loan to or debt instrument issued by a financial institution is an investment only if it is treated as regulatory capital by the Party in whose territory the financial institution is located; and (b) a loan granted by or debt instrument owned by a financial institution, other than a loan to or debt instrument issued by a financial institution referred to in subparagraph (a), is not an investment; for greater certainty, a loan granted by or debt instrument owned by a cross-border financial service supplier of a Party, other than a loan to or debt instrument issued by a financial institution, is an investment for the purposes of Chapter 13 (Investment), if that loan or debt instrument meets the criteria for investments set out in Article 13.1 (Investment – Definitions); investor of a Party means a Party, or a person of a Party, that seeks to make2, is making, or has made an investment in the territory of the other Party. For the purposes of this definition, a "person of a Party" that is an enterprise of a Party means: (a) an enterprise that is constituted or organized under the law of that Party and that has substantial business activities in the territory of that Party. A determination of whether an enterprise has substantial business activities in the territory of a Party requires a case-by-case, fact-based inquiry; or (b) an enterprise that is constituted or organised under the law of that Party, and is directly or indirectly owned or controlled by a national of that Party or by an enterprise mentioned under subparagraph (a); new financial service means a financial service not supplied in the Party's territory that is supplied by a financial institution within the territory of the other Party, and includes any new form of delivery of a financial service or the sale of a financial product that is not sold in the Party's territory; person of a Party means a national of a Party or an enterprise of a Party and, for greater certainty, does not include a branch of an enterprise of a non-Party; 2 For greater certainty,the Parties understand that, for the purposes of thedefinition of "investor of a Party", an investor "seeks to make" an investment when that investor has taken concrete actions to make an investment.Wherea notification or approval processis requiredfor making an investment, aninvestor that "seeks to make" an investment refers to an investorof theother Party that has initiated such notificationor approval process. public entity means a government, a central bank or monetary authority, or a financial services authority3 of a Party, or any financial institution that is owned or controlled by a Party; and self-regulatory organisation means any non-governmental body, including any securities or futures exchange or market, clearing agency, or other organisation or association, that exercises regulatory or supervisory authority over financial service suppliers or financial institutions by statute or delegation from a Party's financial regulatory authorities. Article 10.2: Scope 1. This Chapter appliesto a measureadopted or maintained by a Party relating to: (a) a financial institution of the other Party; (b) an investor of the other Party, and an investment of thatinvestor, in a financial institution in the Party's territory; and (c) cross-border trade in financial services. 2. Chapter 8 (Trade in Services) and Chapter 13 (Investment) apply to a measure described in paragraph 1 only to the extent that those Chapters are incorporated into this Chapter. (a) Article 8.11 (Trade in Services – Denial of Benefits), Article 13.4 (Investment – Right to Regulate), Article 13.5 (Investment – Regulatory Objectives), Article 13.8 (Investment – Treatment in Case of Armed Conflict or Civil Strife), Article 13.9 (Investment – Minimum Standard of Treatment), Article 13.10 (Investment – Expropriation), Article 13.11 (Investment – Transfer of Funds), Article 13.15 (Investment – Denial of Benefits), Article 13.16 (Investment – Special Formalities and Information Requirements), and Article 13.21 (Investment – Exclusions) are incorporated into and made a part of this Chapter. (b) Section D (Investor-State Dispute Settlement) of Chapter 13(Investment) is incorporated into and made a part of this Chapter solely for claims that a Party has breached Article 13.8 (Investment – Treatment in Case of Armed Conflict or Civil Strife), Article 13.10 (Investment – Expropriation), Article 13.11 (Investment – Transfer of Funds), Article 13.15 (Investment – Denial of Benefits), and Article 13.16 (Investment – Special Formalities and Information Requirements), as incorporated into this Chapter under subparagraph (a).4 (c) Article 8.12(Trade in Services –Payments and Transfers) is incorporated into and made a part of this Chapter to the extent that cross-border trade in financial services is subject to obligations pursuant to Article 10.6 (Cross-Border Trade). 3 The Parties confirm theirunderstanding that, in thecaseof Indonesia, for thepurposes of this definition, "financial services authority" refers to Otoritas Jasa Keuangan,or its successors. 4 For greater certainty,Section D (Investor-StateDispute Settlement) of Chapter 13 (Investment) doesnotapply to cross-border trade in financial services. 3. This Chapter does not apply to a measureadopted or maintained by a Party relating to: (a) an activityor a serviceforming part of a public retirement plan or statutory system of social security; or (b) an activityor service conducted for theaccount or with the guarantee or using the financial resources of the Party, including its public entities, except that this Chapter applies to the extent that a Party allows an activity or service referred to in subparagraph (a) or (b) to be conducted by its financial institutions in competition with a public entity or a financial institution. 4. This Chapter does not apply to government

procurement of financial services. 5. This Chapter does not apply to a subsidyor grant,including a government.supported loan, guarantee, and insurance, with respect to the cross-border supply of financial services. Article 10.3: National Treatment 1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of financial institutions and investments in financial institutions in its territory. 2. Each Party shall accord to a financial institution of the other Party, and to an investment of an investor of the other Party in a financial institution, treatment no less favourable than that it accords, in like circumstances, to its own financial institutions, and to investments of its own investors in financial institutions with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of financial institutions and investments. 3. For the purposes of the national treatment obligation in Article 10.6.1 (Cross-Border Trade), a Party shall accord to a cross-border financial service supplier of the other Party treatment no less favourable than that it accords, in like circumstances, to its own financial service suppliers with respect to the supply of the relevant service. 4. The treatment accorded by a Party under paragraphs 1,2,and 3means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to financial institutions of the Party, investors of the Party in financial institutions, and investments of those investors in financial institutions, of the Party of which it forms a part. 5. For greater certainty, whether treatment is accorded in “like circumstances” depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors in financial institutions, investments in financial institutions, financial institutions, financial services, or financial service suppliers on the basis of legitimate public policy objectives. 6. Paragraphs 1, 2, and 3 prohibit discrimination based on nationality. A difference in treatment accorded to an investor of the other Party in a financial institution, that investor’s investment in a financial institution, or a financial institution of the other Party and a Party’s own investors in financial institutions, investments of its own investors in financial institutions, or its own financial institutions, does not, in and of itself, establish discrimination based on nationality.

Article 10.4: Most-Favoured-Nation Treatment

1. Each Party shall accord to: (a) an investor of the other Party, treatment no less favourable than that it accords, in like circumstances, to investors of a non-Party; (b) a financial institution of the other Party, treatment no less favourable than that it accords, in like circumstances, to financial institutions of a non-Party; (c) an investment of an investor of the other Party in a financial institution, treatment no less favourable than that it accords, in like circumstances, to investments of investors of a non-Party in financial institutions; and (d) a cross-border financial service supplier of the other Party, treatment no less favourable than that it accords, in like circumstances, to cross-border financial service suppliers of a non-Party.

2. The treatment to beaccorded by a Party under paragraph 1 means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to financial institutions of a non-Party, investors of a non-Party in financial institutions, and investments of those investors in financial institutions, or financial services or cross-border financial service suppliers of a non-Party.

3. The“treatment”referred to in paragraphs1and 2 does not include procedures or mechanisms for the resolution of investment disputes between investors and States provided for in other international investment treaties and other trade agreements.

4. Substantive obligations in other international investment treaties and other trade agreements do not in themselves constitute “treatment”, and thus cannot give rise to a breach of this Article, in the absence of measures adopted or maintained by a Party pursuant to those obligations. 5. For greater certainty, whether treatment is accorded in “like circumstances” under this Article depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors in financial institutions, investments in financial institutions, financial institutions, financial services, or financial service suppliers on the basis of legitimate public policy objectives. 6. Paragraph 1 prohibits discrimination based on nationality. A difference in treatment accorded to an investor of the other Party in a financial institution, that investor’s investment in a financial institution, or a financial institution of the other Party and a non-Party’s investors in financial institutions, investments of a non-Party’s investors in financial institutions, or a non-Party’s financial institutions, does not, in and of itself, establish discrimination based on nationality. Article 10.5: Market Access for Financial Institutions5 A Party shall not adopt or maintain with respect to a financial institution of the other Party or an investor of the other Party seeking to establish a financial institution, either on the basis of a regional subdivision or on the basis of its entire territory, a measure that: (a) imposes alimitation on: (i) the number of financial institutions whether in the form of numerical quotas, monopolies, exclusive service suppliers, or the requirement of an economic needs test; (ii) the total value of financial service transactions or assets in the form of numerical quotas or the requirement of an economic needs test; (iii) the total number of financial service operations or the total quantity of financial services output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;6 (iv) the total number of natural persons that may beemployed in a particular financial service sector or that a financial institution may employ and who are necessary for, and directly related to, the supply of a specific financial service in the form of numerical quotas or

the requirement of an economic needs test; or (b) restrictsor requiresa specific type of legal entity or joint venture through which a financial institution may supply a service. Article 10.6: Cross-Border Trade 1. Each Party shall permit, under terms and conditions that accord national treatment, a cross-border financial service supplier of the other Party to supply the financial services specified in Annex 10-A (Cross-Border Trade). 5 For the purposes of aParty's reservations pursuantto Article 10.10.1 and 10.10.2 (Non-ConformingMeasures), a limitation on theparticipationof foreign capital by way of a maximumpercentage limit on foreign shareholdingor the total value ofindividualor aggregate foreigninvestment is reserved against Article 10.3 (National Treatment) to the extent a limitation is inconsistentwith that Article. 6 Subparagraph (a)(iii) does notcover a measureof a Party that limits inputs forthe supply of financial services. 2. Article 10.5 (Market Access for Financial Institutions) applies to the treatment of a cross-border financial service supplier of the other Party supplying the financial services specified in Annex 10-A (Cross-Border Trade). For the purposes of this Article, a measure that a Party "shall not adopt or maintain with respect to a financial institution of the other Party or an investor of the other Party" under Article 10.5 (Market Access for Financial Institutions) refers to a measure relating to a cross-border financial service supplier of the other Party supplying the financial services specified in Annex 10-A (Cross-Border Trade). 3. Each Party shall permit persons located in its territory, and its nationals wherever located, to purchase financial services from a cross-border financial service supplier of the other Party located in the territory of the other Party. This obligation does not require a Party to permit a cross-border financial service supplier of the other Party to do business or solicit in its territory. Each Party may define "doing business" and "solicitation" for the purposes of this obligation provided that those definitions are not inconsistent with paragraph 1. 4. Without prejudice to other means of prudential regulation of cross-border trade in financial services, a Party may require the registration or authorisation of a cross-border financial service supplier of the other Party and of a financial instrument. Article 10.7: New Financial Services7 Each Party shall permit a financial institution of the other Party to supply a new financial service that the Party would permit its own financial institutions, in like circumstances, to supply without adopting a law or modifying an existing law.8 Notwithstanding Article 10.5(b) (Market Access for Financial Institutions), a Party may determine the institutional and juridical form through which the new financial service may be supplied and may require authorisation for the supply of the service. If a Party requires a financial institution to obtain authorisation to supply a new financial service, the Party shall decide within a reasonable period of time whether to issue the authorisation and may refuse the authorisation for prudential reasons, but not solely for the reason that the service is not supplied by any financial institution in its territory. Article 10.8: Treatment of Customer Information This Chapter does not require a Party to disclose information related to the financial affairs and accounts of individual customers of financial institutions or cross-border financial service suppliers. 7 The Parties understand that nothing in this Articleprevents a financial institution of a Party fromapplyingto theother Party to request that it authorisethe supply of a financial servicethat is notsupplied intheterritory of either Party. That application shall besubject tothelaw of theParty to which theapplication is made and, for greater certainty,shallnot be subject to this Article. 8 For greater certainty,a Party may issue a new regulation or other subordinate measure in permitting the supplyof the new financial service. Article 10.9: Senior Management and Boards of Directors 1. A Party shall not require a financial institution of the other Party to engage a natural person of a particular nationality as senior managerial or other essential personnel. 2. A Party shall not requirethat more than a simple majority of the board of directors of a financial institution of the other Party be composed of nationals of the Party, persons residing in the territory of the Party, or a combination thereof. 3. A Party should encourage financial institutions to consider greater diversity in senior management positions or on theirboard of directors, which may include a requirement to nominate women. Article 10.10: Non-Conforming Measures 1. Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access for Financial Institutions), Article 10.6 (Cross-Border Trade), and Article 10.9 (Senior Management and Boards of Directors) do not apply to: (a) any existing non-conforming measure that is maintained by a Party at: (i) the central level of government, as set out by that Party in Section A of its Schedule to Annex III; (ii) a regional level of government, as set out by that Party in Section A of its Schedule to Annex III; or (iii) agovernment other than the central or regional levels. (b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or (c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure as it existed: (i) immediately before the amendment with Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access for Financial Institutions), or Article 10.9 (Senior Management and Boards of Directors);9 or (ii) on the date of entry into force of thisAgreement for the Party applying the non-conforming measure, with Article 10.6 (Cross-Border Trade). 2. Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access for Financial Institutions), Article 10.6 (Cross-Border Trade), and Article 10.9 (Senior Management and Boards of Directors) do not apply to a measure that a Party adopts or maintains with respect to a sector, subsector, or an activity, as set out by that Party in Section B of its Schedule to Annex III. 9 For Indonesia, Annex 10-B(Transition for the Applicationof Article 10.10.1(c)(i) (Non-Conforming Measures)), applies. 3. A non-conforming measure, set out in a Party's Schedule to Annex I-A, I-B, or II as not subject to Article 13.6 (Investment – National Treatment), Article 13.7 (Investment – Most-Favoured-Nation Treatment), Article 13.13 (Investment – Senior Management and Boards of Directors), Article 8.3 (Trade in Services – National Treatment), or Article 8.4 (Trade in Services – Most-Favoured-Nation Treatment), shall be treated as a non-conforming measure not subject to Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment) or Article 10.9 (Senior Management and Boards of Directors), as the case may be, to the extent that the measure, sector, subsector, or activity set

out in the entry is covered by this Chapter. 4. In respect of intellectual property rights, a Party may derogate from Article 10.3 (National Treatment) and Article 10.4 (Most-Favoured-Nation Treatment) in a manner that is consistent with: (a) Article 14.10 (Intellectual Property – National Treatment); (b) the TRIPS Agreement, if the derogation relates to matters not addressed by Chapter 14 (Intellectual Property); or (c) an amendment of or waiver to the TRIPS Agreement in force for both Parties. 5. Within three years of thedate of entry into force of this Agreement, Section A of Indonesia's Schedule to Annex III shall be amended in accordance with Article 26.2 (Final Provisions – Amendments) to include all non-conforming measures not otherwise listed in Section A of its Schedule to Annex III on the date of signature of this Agreement provided that any such amendment shall: (a) be limited to a measure that was non-conforming on December 1, 2024; and (b) not be any less favourable than Indonesia's commitments in respect of financial services under an international trade agreement providing market access for financial services in force prior to the signing of this Agreement, except those committed among ASEAN Member States under the framework of the ASEAN Economic Community. Article 10.11: Exceptions 1. Notwithstanding any other provisions of this Chapter and Agreement except for Chapter 2 (National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Customs Procedures and Trade Facilitation), Chapter 5 (Sanitary and Phytosanitary Measures), Chapter 6 (Technical Barriers to Trade), and Chapter 7 (Trade Remedies), a Party shall not be prevented from adopting or maintaining a measure for prudential reasons,10,11 including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial institution or cross-border financial service supplier or to ensure the integrity and stability of the financial system. If the measure does not conform with the provisions of this Agreement to which this exception applies, the measure shall not be used as a means of avoiding the Party's commitments or obligations under those provisions. 2. Nothing in this Chapter, Chapter 8(Trade in Services), Chapter 11 (Telecommunications) including specifically Article 11.22 (Telecommunications – Relation to Other Chapters), Chapter 12 (Electronic Commerce), or Chapter 13 (Investment), applies to a non-discriminatory measure of general application taken by a central bank or monetary authority, or a financial services authority12, of a Party, in pursuit of monetary and related credit policies or exchange rate policies. This paragraph does not affect a Party's obligations under Article 13.11 (Investment – Transfer of Funds) or Article 8.12 (Trade in Services – Payments and Transfers). 3. Notwithstanding Article 8.12 (Trade in Services –Payments and Transfers) and Article 13.11 (Investment – Transfer of Funds), as incorporated into this Chapter, a Party may prevent or limit a transfer by a financial institution or a cross-border financial service supplier to, or for the benefit of, an affiliate of or person related to that institution or supplier, through the equitable, non-discriminatory, and good faith application of a measure relating to maintenance of the safety, soundness, integrity, or financial responsibility of a financial institution or a cross-border financial service supplier. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers. 10 The Parties understand that theterm "prudential reasons" includes themaintenance ofthe safety, soundness, integrity, security, or financial responsibility of individual financialinstitutions or cross-border financial service suppliers, the safety,security,andfinancial and operational integrity ofpayment and clearing systems, and addressing threats to the integrity and security offinancial institutions or cross-border financial servicesuppliers, including threats arising from foreign interference. 11 For greater certainty,if a measurechallengedunder Section Dof Chapter 13 (Investment) is determined tohavebeen adopted ormaintainedby aPartyfor prudential reasons in accordancewith procedures in Article 10.24 (Investment Disputes in Financial Services), atribunal shall find that themeasure is notinconsistentwith theParty's obligations in this Agreement and accordingly shall not award any damages with respect to thatmeasure. 12 The Parties confirm their understanding that, in the case of Indonesia, for the purposes of this Article, "financial services authority" refers to Otoritas Jasa Keuangan,or its successors. 4. For greatercertainty, nothing in this Chapter shall be construed to prevent a Party from adopting or enforcing a measure necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter, including those relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts, subject to the requirement that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on investment in financial institutions orcross-border trade in financial services as covered by this Chapter. Article 10.12: Recognition 1. A Party may recognise a prudential measure of a non-Party in the application of a measure covered by this Chapter. That recognition may be: (a) accorded autonomously; (b) achieved through harmonisation or other means; or (c) based upon an agreement or arrangement with the non-Party. 2. A Party that accords recognition of prudential measures under paragraph 1(a) or (b)shall provide adequate opportunity to the other Party to demonstrate that circumstances exist in which there are or would be equivalent regulation, oversight, implementation of regulation, and, if appropriate, procedures concerning the sharing of information between the Parties. 3. If a Party accords recognition of prudential measures under paragraph 1(c) and the circumstances set out in paragraph 2 exist, that Party shall provide adequate opportunity to the other Party to negotiate accession to the agreement or arrangement, or to negotiate a comparable agreement or arrangement. 4. For greater certainty, nothing in Article 10.4 (Most-Favoured-Nation Treatment) requires a Party to accord recognition to prudential measures of the other Party. Article 10.13: Transparency 1. Annex 8-A (Development and Administration of Measures), Chapter 21 (Good Regulatory Practices and Regulatory Cooperation), and Section B (Transparency) of Chapter 22 (Transparency, Anti-Corruption, and Responsible Business Conduct) do not apply to a measure relating to this Chapter. 2. The Parties recognise that transparent regulations and policies governing the activities of financial institutions and cross-border financial service suppliers are important in facilitating their ability to gain access to and operate in each other's

markets. Each Party commits to promote regulatory transparency in financial services. 3. Each Party shall ensure that all measures of general application to which this Chapter applies are administered in a reasonable, objective, and impartial manner. 4. Each Party shall, to the extent practicable: (a) publish in advance any regulation that it proposes to adopt and the purpose of the regulation; and (b) provide interested persons and the other Partywith a reasonable opportunity to comment on that proposed regulation. 5. At the time that it adopts a final regulation, a Party should, to the extent practicable and in a manner consistent with its legal system or practice for adopting measures, address in writing the substantive comments received from interested persons with respect to the proposed regulation.13 6. To the extent practicable, each Party should allow a reasonable period of time between publication of a final regulation of general application and the date when it enters into effect. 7. Each Party shall ensure that the rules of general application adopted or maintained by a self-regulatory organisation of the Party are promptly published or otherwise made available in a manner that enables interested persons to become acquainted with them. 8. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons regarding measures of general application covered by this Chapter. Article 10.14 Processing of Applications 1. If a Party requires authorisation for the supply of a financial service, it shall ensure that its financial regulatory authorities: (a) to the extent practicable, permit an applicant to submit an application at any time throughout the year;14 (b) allow a reasonable period for the submission of an application if specific time periods for applications exist; (c) providetoservice suppliersand personsseeking to supply a service the information necessary to comply with the requirements and procedures for obtaining, maintaining, amending, and renewing that authorization; (d) to the extent practicable, provide an indicative timeframe for the processing of an application; (e) at the request of the applicant, provide without undue delay information concerning the status of the application; (f) endeavour to accept applications in electronic format; (g) accept copies of documents that are authenticated in accordance with the Party's laws and regulations, in place of original documents, unless the financial regulatory authority requires original documents to protect the integrity of the authorization process; 13 For greater certainty,a Party may address those comments collectivelyonan official governmentwebsite. 14 A financial regulatory authorityis not required to start considering an applicationoutsideof itsofficial working hours and working days. (h) in the case of an application considered complete under the Party's laws and regulations15, within a reasonable period of time and taking into account the available resources of the financial regulatory authority, after the submission of the application, ensure that: (i) the processing of an application is completed; and (ii) the applicant is informed of the decision concerning the application, to the extent possible in writing;16 (i) in the case of an application considered incomplete under the Party's laws and regulations, within a reasonable period of time and taking into account the available resources of the financial regulatory authority, 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 and provide guidance on why the application is considered incomplete; and (iii) provide the applicant with the opportunity to provide the additional information that is required to complete the application;17 however, if none of the above is practicable, and the application is rejected due to incompleteness, ensure that the applicant is informed within a reasonable period of time; (j) if an application is rejected, to the extent practicable, either upon the financial regulatory authority's 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 solely on the basis that an application has been previously rejected;18 and (k) ensure that authorisation, once granted, enters into effect without undue delay, subject to applicable terms and conditions.19 2. Each Party shall ensure, with respect to an authorisation fee charged by a financial regulatory authority, that the financial regulatory authority provides an applicant with a schedule of fees or information on how fee amounts are calculated, and that it does not use the fees as a means of avoiding the Party's commitments or obligations under this Chapter.20 15 A financial regulatory authority may require that all information in an application is submitted in a specific format to consider itcomplete for processing. 16 "In writing" may include inelectronic form. 17 For greater certainty, this opportunity does not require a financial regulatory authority to provide an extension of a deadline. 18 A financial regulatory authoritymay require that the content ofthis applicationbe revised. 19 A financial regulatory authorityis not responsible for delay duetoreasons outside ofits competence. 20 An authorisation fee does not include a fee for the use of natural resources, payments for auction, tendering, or other non-discriminatory means ofawarding concessions, or mandatedcontributions touniversal serviceprovision. 3. If a Party adopts or maintains a measure with respect to an authorisation requirement or procedure for the supply of a financial service, it shall ensure that: (a) the financial regulatory authority reaches and administers its decisions in a manner independent from any supplier of the service for which authorisation is required;21 (b) such a measure isbased on objective and transparent criteria;22 (c) the procedure is impartial, and that the procedure is adequate for an applicant to demonstrate whether it meets the requirement, if such requirement exists; and (d) the procedure doesnot in itself unjustifiably prevent fulfilment of a requirement. Article 10.15: Self-Regulatory Organisations If a Party requires a financial institution or a cross-border financial service supplier of the other Party to be a member of, participate in, or have access to, a self-regulatory organisation in order to provide a financial service in or into its territory, it shall ensure that the self-regulatory organisation observes the obligations under Article 10.3 (National Treatment) and Article 10.4 (Most-Favoured-Nation Treatment). Article 10.16: Payment and Clearing Systems23 Under terms and conditions that accord national treatment, each Party shall grant a financial institution 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 Article is not intended to confer access to the Party's lender of last resort facilities. Article 10.17: Expedited Availability of Insurance Services ThePartiesrecognise the importance of maintaining and developing regulatory procedures to expedite the offering of insurance services by licensed suppliers. If a Party maintains regulatory product approval procedures, that Party shall endeavour to maintain or improve those procedures. 21 This provisiondoes not mandate a particular administrative structure; it refers to the decision-making processand administering ofdecisions. 22 Criteria may include, amongother things, competence and the ability to supply a service, including to do soina manner consistentwith a Party's regulatory requirements. A financial regulatory authority may assess the weight to be givento each criterion. 23 For greater certainty,a Partyneed not grant access under this Article to afinancial institution of theother Party established in its territory if this accessis not granted in likecircumstances to its own financial institutions. Article 10.18: Performance of Back-Office Functions 1. ThePartiesrecognise that the performance of theback-officefunctions of a financial institution in its territory by the head office or an affiliate of the financial institution, or by an unrelated service supplier, either inside or outside its territory, is important to the effective management and efficient operation of that financial institution. While a Party may require a financial institution to ensure compliance with any domestic requirements applicable to those functions, the Parties recognise the importance of avoiding the imposition of arbitrary requirements on the performance of those functions. 2. For greatercertainty, nothing in paragraph 1 alters any other provision of this Agreement or prevents a Party from requiring a financial institution in its territory to retain certain back-office functions in that territory. Article 10.19: Transfer of Information Each Party shall allow a covered person to transfer information in electronic or other form, into and out of its territory, for data processing if the processing is required as part of the covered person's ordinary course of business. Nothing in this Article restricts the right of a Party to adopt or maintain a measure to: (a) protect personal data, personal privacy, or the confidentiality of individual records and accounts; (b) require a financial institution to comply with a measure related to data management;24 or (c) require a financial institution to obtain prior authorisation from the relevant regulator to designate a particular enterprise as a recipient of this information, based on prudential considerations;25 provided that this right is not used as a means of avoiding the Party's commitments or obligations under this Article. Article 10.20: Financial Services Committee 1. The Parties hereby establish a Financial Services Committee. The principal representative of each Party shall be an official of the Party's authority responsible for financial services set out in Annex 10-C (Authorities Responsible for Financial Services). 2. The Financial Services Committee shall: (a) supervise the implementation of this Chapter and its further elaboration; 24 The Parties understand that a measurerelated to data management means a measurepertaining to the processes by which data is acquired, validated,protected, and stored. 25 For greater certainty,this requirement is withoutprejudice to othermeans of prudential regulation. (b) consider issues regarding financial services that are referred to it by a Party; and (c) participate in the dispute settlement procedures in accordance with Article 10.24 (Investment Disputes in Financial Services). 3. The Financial Services Committee shall meet as the Parties decide to assess the functioning of this Agreement as it applies to financial services. The Financial Services Committee shall inform the Joint Committee, established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee) of the results of any meeting. Article 10.21: Review of Financial Services Commitments 1. The Financial Services Committee shall, within three years of the date ofentry into force of this Agreement, but no later than five years, and every three years thereafter, unless otherwise agreed, hold consultations to review the Parties' respective non.conforming measures referred to in paragraphs 1 and 2 of Article 10.10 (Non-Conforming Measures). The Parties shall, without prejudice to the result, hold these consultations with a view to increasing the conformity of these non-conforming measures with this Agreement and further improving the Chapter commitments, including, but not limited to, the application of Article 10.10.1(c)(i) (Non-Conforming Measures). 2. The Financial Services Committee shall inform the Joint Committee of the results of these reviews. Article 10.22: Consultations 1. A Party may request, in writing, consultations with the other Party regarding any matter arising under this Agreement that affects financial services. The other Party shall give sympathetic consideration to the request to hold consultations. The consulting Parties shall report the results of their consultations to the Financial Services Committee. 2. Consultations under this Article shall include officials of the authorities specified in Annex 10-C (Authorities Responsible for Financial Services). 3. For greatercertainty, nothing in this Article shall be construed torequireaParty to derogate from its law regarding sharing of information between financial regulators or the requirements of an agreement or arrangement between financial authorities of the Parties, or to require a regulatory authority to take any action that would interfere with specific regulatory, supervisory, administrative, or enforcement matters. Article 10.23: Dispute Settlement 1. Chapter 24(Dispute Settlement) shall apply as modified by this Article to the settlement of disputes arising under this Chapter. 2. Consultations under Article 24.5 (Dispute Settlement –Consultations) shall include officials of the authorities specified in Annex 10-C (Authorities Responsible for Financial Services). 3. For disputes arising under this Chapter or a dispute in which a Party invokes Article 10.11 (Exceptions), when selecting panellists to compose a panel under Article 24.8 (Dispute Settlement – Panel Composition), each Party shall select panellists so that: (a) the chairperson has expertise or experience in financial services law or practice, such as the regulation of financial institutions, and meets the qualifications set out in Article 24.9 (Dispute Settlement – Qualifications of Panellists); and (b) each of the other panellists: (i) has expertise or experience in financial services law or practice, such as the regulation of financial institutions, and meets the qualifications set out in paragraph 1(b) through 1(f) of Article 24.9 (Dispute Settlement – Qualifications of Panellists); or (ii) meets the qualifications set out in Article 24.9(Dispute Settlement – Qualifications of Panellists). 4. If a Party seeks to suspend benefits in the financial services sector, a panel that reconvenes to make a

determination on the proposed suspension of benefits, in accordance with Article 24.13 (Dispute Settlement – Non-Implementation – Suspension of Benefits), shall seek the views of financial services experts, as necessary. 5. Notwithstanding Article 24.13(Dispute Settlement –Non-Implementation – Suspension of Benefits), when a panel's determination is that a Party's measure is inconsistent with this Agreement and the measure affects: (a) only a sector other than the financial services sector, the complaining Party may not suspend benefits in the financial services sector; or (b) the financial services sector and another sector, the complaining Party may not suspend benefits in the financial services sector that have an effect that exceeds the effect of the measure in the complaining Party's financial services sector. Article 10.24: Investment Disputes in Financial Services 1. If a dispute under Section D of Chapter 13 (Investment) involves a measure referred to in Article 10.2 (Scope), arbitrators shall be selected in accordance with Article 13.28 (Investment – Arbitrators) as modified in this Article, such that: (a) the presiding arbitrator has expertise or experience in financial services law or practice, such as the regulation of financial institutions, and meets the qualifications set out in Article 13.28 (Investment – Arbitrators); and (b) each of the other arbitrators of the Tribunal: (i) meets the qualifications set out in Article 13.28(Investment – Arbitrators); or (ii) hasexpertise or experience in financial services law or practice, such as the regulation of financial institutions, and meets the qualifications set out in paragraphs 3, 6, and 7 of Article 13.28 (Investment – Arbitrators). 2. If an investor of a Party submits a claim to arbitration under Section D of Chapter 13 (Investment), and the respondent Party asserts a defence under Article 10.11 (Exceptions) the respondent Party shall, no later than the date the Tribunal fixes for the respondent Party to submit its principal submission on the merits, such as the counter-memorial, submit in writing to the authorities responsible for financial services of the Party of the claimant, as set out in Annex 10-C (Authorities Responsible for Financial Services), a request for a joint determination by the authorities responsible for financial services of the Parties on the issue of whether and to what extent Article 10.11 (Exceptions) is a valid defence to the claim. The respondent Party shall provide the Tribunal, if constituted, a copy of its request. The Tribunal may proceed to hear the claim only as provided in paragraphs 4, 5, and 6. 3. With respect to the joint determination by the authorities of the Parties referred to in paragraph 2: (a) theauthorities of the Parties shall have 75 days from the date of the receipt of the request to exchange positions; (b) theauthorities of the Parties shall have 75 days from the exchange of positions in subparagraph (a) to make a joint determination; (c) ifa joint determination is made under subparagraph (b) the authorities of either Party shall transmit their decision to the disputing parties and the Tribunal, if constituted; and (d) ifthe authorities of the Parties have not made a joint determination under subparagraph (b), either Party may request, within 160 days of the receipt of the request for a joint determination, a panel to be established under Chapter 24 (Dispute Settlement) to decide whether and to what extent the paragraph asserted is a valid defence to the claim. A Party may request the establishment of a panel without having to request consultations under Article 24.5 (Dispute Settlement – Consultations). The panel shall transmit its decision to the disputing parties and to the Tribunal, if constituted. 4. If it is determined in the joint determination referred to in subparagraph 3(b) or the decision of the panel referred to in subparagraph 3(d) that the paragraph asserted is a valid defence to all parts of the claim, the claimant is deemed to have withdrawn its claim and to have discontinued the proceeding, with prejudice. The Tribunal, if constituted, shall take note of the discontinuance in an order, after which the authority of the Tribunal shall cease. 5. If it is determined in the joint determination referred to in subparagraph 3(b) or the decision of the panel referred to in subparagraph 3(d) that the paragraph asserted is only a valid defence to a part of the claim, the claimant is deemed to have withdrawn that part of the claim and to have discontinued that part of the proceedings, with prejudice. The Tribunal shall take note of the discontinuance of that part of the claim in an order and shall not proceed with the part of the claim for which the paragraph asserted is determined to be a valid defence. 6. If the authorities of the Parties do not make a joint determination under subparagraph 3(b) and no request for the establishment of a panel has been made under subparagraph 3(d), the Tribunal may decide the matter, provided that: (a) in addition to the disputing parties, the Party of the claimant may make oral or written submissions to the Tribunal regarding the issue of whether and to what extent the paragraph asserted is a valid defence to the claim prior to the Tribunal deciding this issue. Unless it makes a submission, the Party of the claimant shall be presumed, for the purposes of the arbitration, to take a position on the application of the paragraph asserted that is not inconsistent with that of the respondent Party; and (b) the Tribunal shall draw no inference regarding the application of the paragraph asserted from the fact that the authorities of the Parties have not made a joint determination as described in subparagraph 3(b). 7. For the purposes of this Article, the definitions of the following terms set out in Article 13.1 (Investment – Definitions) are incorporated, mutatis mutandis: "claimant", "disputing parties", "disputing party", and "respondent Party". ANNEX 10-A CROSS-BORDER TRADE 1. Canada26 Insurance and insurance-related services 1. Article 10.6(Cross-Border Trade) appliesto the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of "cross-border supply of financial services" in Article 10.1 (Definitions), with respect to: (a) insurance of risks relating to: (i) maritime transport and commercial aviation and space launching and freight (including satellites), with such insurance to cover any or all of the following: the goods being transported, the vehicle transporting the goods, and any liability deriving therefrom; and (ii) goods in international transit; (b) reinsurance and retrocession; (c) services auxiliary to insurance, as described in subparagraph (d) of the definition of "financial service" in Article 10.1 (Definitions); and (d) insurance intermediation, such as brokerageand agency, as referred to in subparagraph (c) of the definition of "financial service" in Article 10.1 (Definitions), of insurance of risks related to services listed in subparagraphs (a) and (b) of this paragraph. Banking and other financial services (excluding insurance) 2. Article 10.6(Cross-Border Trade) appliesto the cross-border supply of or trade in financial services, as defined

in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 10.1 (Definitions), with respect to: (a) provision and transfer of financial information, and financial data processing, as referred to in subparagraph (o) of the definition of “financial service” in Article 10.1 (Definitions); and (b) advisory and otherauxiliary financial services, and credit reference and analysis, excluding intermediation, relating to banking and other financial services, as referred to in subparagraph (p) of the definition of “financial service” in Article 10.1 (Definitions). 26 For greater certainty,Canada requiresthat across-border financial services supplier maintain alocal agent and records in Canada. Portfolio Management Services 3. Article 10.6(Cross-Border Trade) appliesto the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border supply of financial services” in Article 10.1 (Definitions), with respect to the following services if they are provided to a collective investment scheme located in Canada: (a) investment advice; and (b) portfolio management services; excluding: (i) trustee services;and (ii) custodial services and execution services that are not related to managing a collective investment scheme. 4. For the purposes of paragraph 3, in Canada, a collective investment scheme means, an “investment fund”as defined under the relevant Securities Act.27 2. Indonesia Non-Banking Financial Services 5. Article 10.6 (Cross-Border Trade) appliesto the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border trade in financial services or cross-border supply of financial services” in Article 10.1 (Definitions), with respect to reinsurance (including retrocession) services, as referred to in subparagraph (b) of the definition of “financial service” in Article 10.1 (Definitions);28 Banking 6. Article 10.6 (Cross-Border Trade) appliesto the cross-border supply of or trade in financial services, as defined in subparagraph (a) of the definition of “cross-border trade in financial services or cross-border supply of financial services” in Article 10.1 (Definitions), with respect to: (a) financial leasing services relating to banking and other financial services, as referred to in subparagraph (g) of the definition of “financial service” in Article 10.1 (Definitions). (b) Factoring services and consumer finance services relating to banking and other financial services, as referred to in subparagraph (f) of the definition of “financial service” in Article 10.1 (Definitions). 27 In Canada,a financial institutionorganizedin the territory of another Party canonly provide custodial services to a collective investment schemelocated in Canada if the financial institutionhas shareholders’ equity equivalent to at least CAD $100 million. 28 A reinsurance service supplier from the other Party must berated a minimum of BBB by Standardand Poor’s,or its equivalent. ANNEX 10-B TRANSITION FOR THE APPLICATION OF ARTICLE 10.10.1(c)(i) (NON-CONFORMING MEASURES) 1. For Indonesia, Article 10.3 (National Treatment), Article 10.4 (Most-Favoured-Nation Treatment), Article 10.5 (Market Access for Financial Institutions), and Article 10.9 (Senior Management and Boards of Directors) does not apply to an amendment to any existing non-conforming measure referred to in Article 10.10.1(a) (Non-Conforming Measures) to the extent that the amendment does not decrease the conformity of the measure as it existed on the date of entry into force of this Agreement. 2. Notwithstanding paragraph 1, Article 10.10.1(c)(i) (Non-Conforming Measures) of this Chapter appliesto Indonesia as of the date agreed by the Parties further to Article 10.21 (Review of Financial Services Commitments), or as of the date Indonesia enters into a free trade agreement that contains a provision similar to Article 10.10.1(c)(i) (Non-Conforming Measures), whichever comes first. 3. During the transition period provided in this Annex, Indonesia shall not withdraw a right or benefit from: (a) a financial institution of the other Party; or (b) investors of the other Party, and investments of those investors, in financial institutions in Indonesia’s territory, in reliance on which such persons have been permitted, licensed, or otherwise authorised to invest in financial institutions or supply a financial service, through an amendment to any non-conforming measure referred to in Article 10.10.1(a) (Non-Conforming Measures) that decreases the conformity of the measure, as it existed immediately before the amendment. ANNEX 10-C AUTHORITIES RESPONSIBLE FOR FINANCIAL SERVICES The authorities for each Party responsible for financial services are: (a) for Canada, the Department of Finance of Canada; and (b) forIndonesia, the Ministry of Finance, Otoritas Jasa Keuangan, and Bank Indonesia.

Chapter 11. TELECOMMUNICATIONS

Article 11.1: Definitions For the purposes of this Chapter: cost-oriented means based on cost, and may include a reasonable profit, and may involve different cost methodologies for different facilities or services; end-user means a final consumer of, or subscriber to, a public telecommunications service, including a service supplier other than a supplier of public telecommunications services; enterprise means an “enterprise” as defined in Article 1.5 (Initial Provisions and General Definitions – General Definitions) and a branch of an enterprise; essential facilities means facilities of a public telecommunications network or service that: (a) are exclusively or predominantly provided by a single or limited number of suppliers; and (b) cannot feasibly be economically or technically substituted in order to supply a service; interconnection means linking with suppliers providing public telecommunications networks or services to allow the users of one supplier to communicate with users of another supplier and to access services provided by another supplier; leased circuits means telecommunications facilities between two or more designated points that are set aside for the dedicated use of, or availability to, particular users; licence means any authorisation that a Party may require of a person, in accordance with its laws and regulations, in order for that person to offer a telecommunications network or service, including concessions, permits, or registrations; major supplier means a supplier that has the ability to materially affect the terms of participation (having regard to price and supply) in the relevant market for public telecommunications networks or services as a result of: (a) control over essential facilities; or (b) the use of its position in the market; network element means a facility or equipment

used in supplying a public telecommunications service, including features, functions, and capabilities provided by means of that facility or equipment; non-discriminatory means treatment no less favourable than that accorded to any other user of like public telecommunications networks or services in like circumstances; physical co-location means access to space in order to install, maintain, or repair equipment at premises owned or controlled and used by a major supplier to supply public telecommunications services; public telecommunications network means public telecommunications infrastructure used to provide public telecommunications services between and among defined network termination points; public telecommunications service means any telecommunications service required, explicitly or in effect, by a Party to be offered to the public generally. Such services may include telegraph, telephone, telex, and data transmission typically involving the real-time transmission of customer-supplied information between two or more defined points without any end-to-end change in the form or content of the customer's information; reference interconnection offer means an interconnection offer extended by a major supplier and filed with, approved by, or determined by a telecommunications regulatory body that sufficiently details the terms, rates and conditions for interconnection so that a supplier of a public telecommunications service that is willing to accept it may obtain interconnection with the major supplier on that basis, without having to engage in negotiations with the major supplier concerned; telecommunications means the transmission and reception of signals by electromagnetic means; telecommunications regulatory body means a body or bodies responsible for the regulation of telecommunications; and user means an end-user or a supplier of public telecommunications networks or services. Article 11.2: Scope of Application 1. This Chapter applies to: (a) a measure relating to access to and use of public telecommunications networks or services; (b) a measure relating to an obligation of a supplier of public telecommunications networks or services; and (c) any other measure relating to public telecommunications networksor services. 2. ThisChapter does not apply to a measureaffecting the cable or broadcast distribution of radio or television programming, except to ensure that a cable or broadcast service supplier has access to and use of public telecommunications networks or services. 3. Nothing in this Chapter shall be construed to: (a) requirea Party to authorise an enterprise of the other Party to establish, construct, acquire, lease, operate, or supply a telecommunications network or service, other than as specifically provided for in the former Party's commitments under Chapter 8 (Trade in Services); (b) require a Party to compel an enterprise exclusively engaged in the broadcast or cable distribution of radio or television programming to make available its broadcast or cable facilities as a public telecommunications network; (c) prevent a Party from prohibiting a person who operates a private network from using its private network to supply a public telecommunications network or service to third persons; or (d) prevent a Party from requiring a supplier of public telecommunications networks or services to comply with a Party's measures related to the regulation of public networks or services, provided that those measures are not used as a means of avoiding the Party's obligations under this Chapter. Article 11.3: Approaches to Regulation 1. The Parties recognise the value of competitive markets to deliver a wide choice in the supply of telecommunications networks or services and to enhance consumer welfare, and that economic regulation may not be needed if there is effective competition or if a service is new to a market. Accordingly, the Parties recognise that regulatory needs and approaches differ market by market, and that each Party may determine how to implement its obligations under this Chapter. 2. In this respect, the Parties recognise that a Party may: (a) engage in direct regulation either in anticipation of an issue that the Party expects may arise or to resolve an issue that has already arisen in the market; (b) rely on the role of market forces, particularly with respect to market segments that are, or are likely to be, competitive or that have low barriers to entry, such as services provided by suppliers of telecommunications services that do not own network facilities; or (c) use any other appropriate means that benefit the long-term interest of end.users. Article 11.4: Access to and Use of Public Telecommunications Networks or Services 1. Each Party shall ensure that an enterprise of the other Party is accorded access to and use of public telecommunications networks or services, including leased circuits, offered in its territory or across its borders, and on terms and conditions that are reasonable and non-discriminatory. This obligation shall be applied, among other things, through paragraphs 2 through 6. 2. Subject to paragraphs 5 and 6, each Party shall ensure that an enterprise of the other Party is permitted to: (a) purchase or lease, and attach terminal or other equipment that interfaces with a public telecommunications network and that is necessary to supply its services; (b) connect leased or owned circuits with public telecommunications networks or services or with circuits leased or owned by another service supplier; (c) use operating protocols of its choice other than as necessary to interface with public telecommunications networks or services; (d) perform switching, signalling, processing, and conversion functions; and (e) provide services to individual or multiple end-users over leased or owned circuits. 3. Each Party shall ensure that anenterprise of the other Party may use public telecommunications networks or services for the movement of information in its territory or across its borders, including for intra-corporate communications of those service suppliers, and for access to information contained in a database or otherwise stored in machine-readable form in the territory of any Party. 4. Notwithstanding paragraph 3, a Party may take measures that are necessary to ensure the security and confidentiality of messages and to protect the personal information of end-users of public telecommunications networks or services, provided that those measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade in services. 5. Each Party shall ensure that no condition is imposed on access to and use of public telecommunications networks or services, other than as necessary to: (a) safeguard the public service responsibilities of suppliers of public telecommunications networks or services, in particular their ability to make their networks or services available to the public generally; or (b) protect the technical integrity of public telecommunications networks or services. 6. Provided that they

satisfy the criteria set out in paragraph 5, conditions for access to and use of public telecommunications networks or services may include: (a) a requirement to use a specified technical interface, including an interface protocol, for connection with public telecommunications networks or services; (b) a requirement, if necessary, for the interoperability of public telecommunications networks or services; (c) type approval of terminal or other equipment that interfaces with public telecommunications networks and technical requirements relating to the attachment of that equipment to those networks; (d) a restriction on connection of leased or owned circuits with public telecommunications networks or services or with circuits leased or owned by other service suppliers; or (e) a requirement for notification and licensing. Article 11.5: Competitive Safeguards 1. Each Party shall adopt or maintain appropriate measures for the purpose of preventing suppliers that, alone or together, are a major supplier in its territory from engaging in or continuing anti-competitive practices. 2. The anti-competitive practices referred to in paragraph 1 include, in particular: (a) engaging in anti-competitive cross-subsidisation; (b) using information obtained from competitors with anti-competitive results; and (c) not making available to other suppliers of public telecommunications networks or services, on a timely basis, technical information about essential facilities and commercially relevant information that are necessary for them to provide services. 3. For greater certainty, nothing in this Article prevents a Party from maintaining measures for the purpose of preventing anti-competitive practices by suppliers of public telecommunications networks or services that are not major suppliers. Article 11.6: Treatment by Major Suppliers Each Party shall ensure that a major supplier in its territory accords to suppliers of public telecommunications networks or services of the other Party treatment no less favourable than that major supplier accords in like circumstances to its subsidiaries and affiliates, or non-affiliated service suppliers, regarding: (a) the availability, provisioning, rates, or quality of like public telecommunications networks or services; and (b) the availability of technical interfaces necessary for interconnection. Article 11.7: Resale Each Party may determine, in accordance with its laws and regulations, which public telecommunications services must be offered for resale by a major supplier based on the need to promote competition or to benefit the long-term interests of end-users. If a Party has determined that a service must be offered for resale by a major supplier, that Party shall ensure that any major supplier in its territory does not impose unreasonable or discriminatory conditions or limitations on the resale of that service. Article 11.8: Interconnection - Obligations Relating to Suppliers of Public Telecommunications Networks or Services 1. Each Party shall ensure that a supplier of public telecommunications networks or services in its territory provides interconnection with the suppliers of public telecommunications networks or services of the other Party on reasonable and non.discriminatory terms and conditions. 2. In carrying out paragraph 1, each Party shall ensure that suppliers of public telecommunications networks or services in its territory protect the confidentiality of commercially sensitive or confidential information of, or relating to, users of public telecommunications services obtained as a result of interconnection arrangements and that those suppliers only use that information for the purposes of providing these services. Article 11.9: Interconnection -Obligations Relating to Major Suppliers 1. Each Party shall ensure that a major supplier in its territory provides interconnection for the facilities and equipment of suppliers of public telecommunications networks or services of the other Party at any technically feasible point in the major supplier’s network. That interconnection shall be provided: (a) under non-discriminatory terms, conditions (including technical standards and specifications), and rates; (b) of a quality no less favourable than that provided by the major supplier for its own like services, for like services of non-affiliated service suppliers, or for its subsidiaries or other affiliates; (c) on a timely basis, on terms,conditions (including technical standards and specifications), and at cost-oriented rates, that are transparent, reasonable (having regard to economic feasibility), and sufficiently unbundled so that the supplier of public telecommunications networks or services of the other Party need not pay for network components or facilities that it does not require for the services to be provided; and (d) on request, at points in addition to the network termination points offered to the majority of suppliers of public telecommunications networks or services, subject to charges that reflect the cost of construction of necessary additional facilities. 2. Each Party shall ensure that a major supplier in its territory provides suppliers of public telecommunications services of the other Party with the opportunity to interconnect their facilities and equipment with those of the major supplier through at least one of the following options: (a) a reference interconnection offer or any other interconnection offer containing the rates, terms, and conditions that the major supplier offers generally to suppliers of public telecommunications services; (b) the terms and conditions of an interconnection agreement that is in effect; or (c) a new interconnection agreement through commercial negotiation. 3. Each Party shall ensure that the procedures applicable for interconnection to a major supplier are made publicly available. 4. Each Party shall ensure that a major supplier in its territory makes publicly available either its interconnection agreements or reference interconnection offer. Article 11.10: Provisioning and Pricing of Leased Circuits Services Each Party shall, subject to technical feasibility, ensure that a major supplier in its territory provides suppliers of public telecommunications networks or services of the other Party leased circuits services that are public telecommunications services on a timely basis, on non-discriminatory terms, conditions (including technical standards and specifications), and at rates, that are reasonable (having regard to economic feasibility), and based on a generally available offer. Article 11.11: Co-location 1. Each Party shall ensure that a major supplier that has control over essential facilities in its territory allows suppliers of public telecommunications networks or services of the other Party in the Party’s territory physical co-location of their equipment necessary for interconnection or access to unbundled network elements based on a generally available offer on a timely basis, and on terms, conditions (including technical feasibility and space availability where applicable), and at rates, that are reasonable, non.discriminatory, and transparent. 2. Where physical co-location is not practical for technical reasons or because of space

limitations, each Party shall endeavour to ensure that a major supplier in its territory provides an alternative solution, on a timely basis, and on terms and conditions and at rates, that are reasonable, non-discriminatory, and transparent. 3. A Party may determine, in accordance with its laws and regulations, which premises owned or controlled by major suppliers in its territory are subject to paragraphs 1 and 2, having regard to factors such as the state of competition in the market where co.location is required, and whether those premises can feasibly be economically or technically substituted in order to provide a competing service. Article 11.12: International Submarine Cable Systems 1. If a Party has authorised a major supplier in its territory to operate an international submarine cable system as a public telecommunications network or service, that Party shall ensure that the major supplier accords a supplier of public telecommunications networks or services of the other Party access to the international submarine cable system on reasonable and non-discriminatory terms and conditions. 2. A Party may determine the point at which access to the international submarine cable system is to be provided. Article 11.13: Unbundling of Network Elements Each Party shall ensure that a major supplier in its territory offers to public telecommunications service suppliers access to network elements on an unbundled basis on terms, conditions, and at rates, that are reasonable and non-discriminatory for the supply of public telecommunications services. A Party may determine, in accordance with its laws and regulations, the network elements required to be made available in its territory, and the suppliers that may obtain those elements. Article 11.14: Access to Poles, Ducts, Conduits, and Rights-of-Way 1. Each Party shall endeavour to ensure that a major supplier in its territory provides access to poles, ducts, conduits, and rights-of-way or any other structures as determined by the Party, owned or controlled by the major supplier, to suppliers of public telecommunications services of the other Party in the Party's territory on a timely basis, and on terms, conditions, and at rates, that are reasonable, non-discriminatory, and transparent, subject to technical feasibility. 2. A Party may determine, in accordance with its laws and regulations, the poles, ducts, conduits, rights-of-way, or any other structures to which it requires major suppliers in its territory to provide access in accordance with paragraph 1. When the Party makes this determination, it shall take into account factors such as the competitive effect of lack of this access, whether these structures can be substituted in an economically or technically feasible manner in order to provide a competitive service, or other specified public interest factors. Article 11.15: Independent Telecommunications Regulatory Body 1. Each Party shall ensure that its telecommunications regulatory body is separate from, and not accountable to, any supplier of public telecommunications services. 2. Each Party shall ensure that the regulatory decisions of, and the procedures used by, its telecommunications regulatory body are impartial with respect to all market participants. Article 11.16: Universal Service Each Party has the right to define the kind of universal service obligations it wishes to maintain. These obligations shall not be regarded as anti-competitive per se, provided that 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. Article 11.17: Licensing 1. If a Party requires a supplier of public telecommunications services to have a licence, the Party shall ensure the public availability of: (a) all the licensing criteria and procedures that it applies; (b) the period that it normally requires to reach a decision concerning an application for a licence; and (c) the terms and conditions of all licences in effect. 2. The Party shall notify an applicant of the outcomeof its application without undue delay after a decision has been taken. 3. Each Party shall ensure that, upon request, an applicant or a licensee is provided with the reasons for the: (a) denial of a licence; (b) imposition of supplier-specific conditions on a licence; (c) refusal to renew a licence; or (d) revocation of a licence. Article 11.18: Allocation and Use of Scarce Resources 1. Each Party shall administer its procedures for the allocation and use of scarce resources related to telecommunications, including frequencies, numbers, and rights-of.way, in an objective, timely, transparent, and non-discriminatory manner. 2. Each Party shall make publicly available the current state of frequency bands allocated to specific uses but shall not be required to provide detailed identification of frequencies that are allocated for specific government uses. 3. For greatercertainty, a measure of a Party allocating and assigning spectrum and managing frequency is not per se inconsistent with Article 8.5 (Trade in Services -Market Access). Accordingly, each Party retains the right to establish and apply spectrum and frequency management policies that may have the effect of limiting the number of suppliers of public telecommunications networks or services, provided that the Party does so in a manner consistent with other provisions of Chapter 8 (Trade in Services). This includes the ability to allocate frequency bands, taking into account current and future needs and spectrum availability. 4. When making a spectrum allocation for commercial telecommunications services, each Party shall endeavour to rely on an open and transparent process that considers the public interest, including the promotion of competition. Each Party shall endeavour to rely generally on market-based approaches in assigning spectrum for terrestrial commercial telecommunications services, if appropriate. Accordingly, each Party may use mechanisms such as auctions, administrative incentive pricing, or unlicensed use, if appropriate, to assign spectrum for commercial use. Article 11.19: Transparency 1. Further to Article 22.2 (Transparency, Anti-Corruption, and Responsible Business Conduct – Publication), each Party shall endeavour to ensure that when its telecommunications regulatory body seeks input on a proposal for a law or regulation, that body provides relevant suppliers of public telecommunications networks or services of the other Party operating in its territory an opportunity to comment. That body shall: (a) make the proposal public or otherwise available to any interested persons; (b) include an explanation of the purpose of and reasons for the proposal; (c) provide interested persons with adequate public notice of the ability to comment and reasonable opportunity to comment; (d) to the extent practicable, make publicly available all relevant comments filed with it; and (e) respond to all significant and relevant issues raised in comments filed, in the course of issuance of the final regulation.1 2. Each Party shall ensure that relevant information on conditions affecting access to and

use of public telecommunications networks or services is publicly available, including: (a) tariffs and other terms and conditions of service; (b) specifications of technical interfaces with those networks or services; (c) conditions for attaching terminal or other equipment; and (d) requirements for notification or licensing, if any. Article 11.20: Resolution of Telecommunications Disputes 1. Each Party shall ensure that a supplier of public telecommunications networks or services of the other Party may have timely recourse to a telecommunications regulatory body or dispute resolution body of the Party to resolve disputes with a supplier of a public telecommunications network or service relating to matters covered by this Chapter in accordance with its laws and regulations. 2. Each Party shall ensure that any supplier of public telecommunications networks or services aggrieved by a final determination or decision of its relevant telecommunications regulatory body may obtain a review of that determination or decision in accordance with its laws and regulations. 1 For greater certainty,a Party may consolidate its responses to thecomments received from interested persons. 3. A Party shall notpermit the making of an application for review to constitute grounds for non-compliance with the determination or decision of its telecommunications regulatory body, unless its relevant body determines otherwise. Article 11.21: Relation to International Organisations The Parties recognise the importance of international standards for global compatibility and interoperability of telecommunications networks or services and undertake to promote those standards through the work of relevant international bodies. Article 11.22: Relation to Other Chapters In the event of any inconsistency between this Chapter and any other Chapter of this Agreement, this Chapter shall prevail to the extent of the inconsistency.

Chapter 12. ELECTRONIC COMMERCE

Article 12.1. Definitions

For the purposes of this Chapter:

computing facilities means computer servers and storage devices for processing orstoring information for commercial use;

covered person means:

(a) a covered investment as defined in Article 13.1 (Investment – Definitions);

(b) an investor of a Party as defined in Article 13.1 (Investment – Definitions); or

(c) a service supplier of a Party as defined in Article 8.1 (Trade in Services – Definitions),

but does not include a “covered person” as defined in Article 10.1 (Financial Services – Definitions) or a credit reporting body;

electronic authentication means the process or act of verifying:

(a) the identity of a party to an electronic communication or transaction; and

(b) an electronic statement or claim in an electronic communication or transaction;

to ensure the integrity of, and establish a level of confidence in, the electronic communication or transaction;

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

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

transmitted electronically means a transmission to an electronic address using any electromagnetic means; and

unsolicited commercial electronic message means a message transmitted electronically for commercial or marketing purposes without the consent of the recipient or despite the explicit rejection of the recipient.

Article 12.2. Scope and General Provisions

1. The Parties recognise the economic growth and opportunities provided by electronic commerce and the importance of frameworks that promote consumer confidence in electronic commerce and of facilitating its use and development.

2. This Chapter applies to measures adopted or maintained by a Party that affect trade by electronic means.

3. This Chapter does not apply:

(a) to government procurement; or

(b) except for Article 12.15 (Open Government Data), to information held or processed by or on behalf of a Party, or

measures related to that information, including measures related to its collection.

4. For greater certainty, measures affecting the supply of a service delivered or produced electronically are subject to the obligations contained in the relevant provisions of:

(a) Chapter 8 (Trade in Services);

(b) Chapter 10 (Financial Services); and

(c) Chapter 13 (Investment),

including any exceptions or non-conforming measures set out in this Agreement that are applicable to those obligations.

5. To the extent that a measure referred to in paragraph 4 is adopted or maintained inaccordance with Article 8.7 (Trade in Services – Reservations), Article 10.10 (Financial Services – Non-Conforming Measures), Article 13.18 (Investment – Non-Conforming Measures and Exceptions), or any exception that is applicable to the obligations in Chapter 8 (Trade in Services), Chapter 10 (Financial Services), or Chapter 13 (Investment), it does not give rise to a violation of Article 12.10 (Cross-Border Transfer of Information by Electronic Means), Article 12.11 (Location of Computing Facilities), or Article 12.14 (Source Code).

Article 12.3. Cooperation

Recognising the global nature of electronic commerce, each Party shall endeavour to:

(a) work together to assist micro, small, and medium-sized enterprises to overcome obstacles to its use;

(b) exchange information and share experiences on regulations, policies, enforcement, and compliance regarding electronic commerce, such as:

(i) personal data protection;

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

(iii) unsolicited commercial electronic messages;

(iv) security in electronic communications; and

(v) authentication.

(c) exchange information and share views on consumer access to products and services offered online;

(d) participate actively in regional and multilateral fora to promote the development of electronic commerce, including in relation to the development and application of international standards for electronic commerce; and

(e) encourage development by the private sector of methods of self-regulation that foster electronic commerce, including codes of conduct, model contracts, guidelines, and enforcement mechanisms.

Article 12.4. Paperless Trading

1. Each Party shall endeavour to make trade administration documents available to the public in electronic form.

2. Each Party shall accept electronic versions of its trade administration documents as the legal equivalent of paper documents except where:

(a) there is a domestic or international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of the trade administration process.

3. The Parties shall cooperate bilaterally and in international fora to enhance the acceptance of electronic versions of trade administration documents.

Article 12.5. 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. Taking into account international norms for electronic authentication, each Party shall:

(a) permit participants in electronic transactions to determine the appropriate authentication methods for their electronic transactions;

(b) not limit the recognition of authentication methods; and

(c) permit participants in electronic transactions to have the opportunity to demonstrate that their electronic transactions comply with the Party's laws and regulations.

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

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

Article 12.6. 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 when they engage in electronic commerce.

2. For the purposes of this Article, "fraudulent and deceptive commercial activities" refers to those commercial practices that cause actual harm to consumers, or that pose an imminent threat of that harm if not prevented, such as:

(a) a practice of making misrepresentations of material fact, including implied factual misrepresentations, that cause significant detriment to the economic interests of misled consumers;

(b) a practice of failing to deliver products or provide services to consumers after the consumers are charged; or

(c) a practice of charging or debiting consumers' financial, telephone, or other accounts without authorisation.

3. Each Party shall adopt or maintain laws or regulations to provide protection for consumers using electronic commerce against fraudulent and deceptive commercial activities that cause harm or potential harm.

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. Each Party shall publish information on the consumer protection it provides to users of electronic commerce, including how:

(a) consumers can pursue remedies; and

(b) businesses can comply with, or acquire information on, any legal requirements.

Article 12.7. Online Personal Data Protection

1. The Parties recognise the economic and social benefits of protecting the personal data of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.

2. To this end, each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of the users of electronic commerce. In the development of its legal framework for the protection of personal data, each Party shall take into account principles and guidelines of relevant international bodies.

3. Each Party shall endeavour to adopt non-discriminatory practices in protecting users of electronic commerce from personal data protection violations occurring within its jurisdiction.

4. Each Party shall publish information on the personal data protection it provides to users of electronic commerce, including how:

(a) individuals can pursue remedies; and

(b) businesses can comply with any legal requirements.

Article 12.2. Scope and General Provisions

1. The Parties recognise the economic growth and opportunities provided by electronic commerce and the importance of frameworks that promote consumer confidence in electronic commerce and of facilitating its use and development.

2. This Chapter applies to measures adopted or maintained by a Party that affect trade by electronic means.

3. This Chapter does not apply:

(a) to government procurement; or

(b) except for Article 12.15 (Open Government Data), to information held or processed by or on behalf of a Party, or measures related to that information, including measures related to its collection.

4. For greater certainty, measures affecting the supply of a service delivered or produced electronically are subject to the obligations contained in the relevant provisions of:

(a) Chapter 8 (Trade in Services);

(b) Chapter 10 (Financial Services); and

(c) Chapter 13 (Investment),

including any exceptions or non-conforming measures set out in this Agreement that are applicable to those obligations.

5. To the extent that a measure referred to in paragraph 4 is adopted or maintained inaccordance with Article 8.7 (Trade in Services – Reservations), Article 10.10 (Financial Services – Non-Conforming Measures), Article 13.18 (Investment – Non-Conforming Measures and Exceptions), or any exception that is applicable to the obligations in Chapter 8 (Trade in Services), Chapter 10 (Financial Services), or Chapter 13 (Investment), it does not give rise to a violation of Article 12.10 (Cross-Border Transfer of Information by Electronic Means), Article 12.11 (Location of Computing Facilities), or Article 12.14 (Source Code).

Article 12.3. Cooperation

Recognising the global nature of electronic commerce, each Party shall endeavour to:

(a) work together to assist micro, small, and medium-sized enterprises to overcome obstacles to its use;

(b) exchange information and share experiences on regulations, policies, enforcement, and compliance regarding electronic commerce, such as:

(i) personal data protection;

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

(iii) unsolicited commercial electronic messages;

(iv) security in electronic communications; and

(v) authentication.

(c) exchange information and share views on consumer access to products and services offered online;

(d) participate actively in regional and multilateral fora to promote the development of electronic commerce, including in relation to the development and application of international standards for electronic commerce; and

(e) encourage development by the private sector of methods of self-regulation that foster electronic commerce, including codes of conduct, model contracts, guidelines, and enforcement mechanisms.

Article 12.4. Paperless Trading

1. Each Party shall endeavour to make trade administration documents available to the public in electronic form.

2. Each Party shall accept electronic versions of its trade administration documents as the legal equivalent of paper documents except where:

(a) there is a domestic or international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of the trade administration process.

3. The Parties shall cooperate bilaterally and in international fora to enhance the acceptance of electronic versions of trade administration documents.

Article 12.5. 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. Taking into account international norms for electronic authentication, each Party shall:

(a) permit participants in electronic transactions to determine the appropriate authentication methods for their electronic transactions;

(b) not limit the recognition of authentication methods; and

(c) permit participants in electronic transactions to have the opportunity to demonstrate that their electronic transactions comply with the Party's laws and regulations.

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

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

Article 12.6. 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 when they engage in electronic commerce.

2. For the purposes of this Article, "fraudulent and deceptive commercial activities" refers to those commercial practices that cause actual harm to consumers, or that pose an imminent threat of that harm if not prevented, such as:

(a) a practice of making misrepresentations of material fact, including implied factual misrepresentations, that cause significant detriment to the economic interests of misled consumers;

(b) a practice of failing to deliver products or provide services to consumers after the consumers are charged; or

(c) a practice of charging or debiting consumers' financial, telephone, or other accounts without authorisation.

3. Each Party shall adopt or maintain laws or regulations to provide protection for consumers using electronic commerce against fraudulent and deceptive commercial activities that cause harm or potential harm.

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. Each Party shall publish information on the consumer protection it provides to users of electronic commerce, including how:

(a) consumers can pursue remedies; and

(b) businesses can comply with, or acquire information on, any legal requirements.

Article 12.7. Online Personal Data Protection

1. The Parties recognise the economic and social benefits of protecting the personal data of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.

2. To this end, each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of the users of electronic commerce. In the development of its legal framework for the protection of personal data, each Party shall take into account principles and guidelines of relevant international bodies.

3. Each Party shall endeavour to adopt non-discriminatory practices in protecting users of electronic commerce from personal data protection violations occurring within its jurisdiction.

4. Each Party shall publish information on the personal data protection it provides to users of electronic commerce, including how:

(a) individuals can pursue remedies; and

(b) businesses can comply with any legal requirements.

Article 12.8. Unsolicited Commercial Electronic Messages

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

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

(b) require the consent, as specified according to the laws and regulations of each 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 suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 1.

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

4. A Party shall apply this Article to unsolicited commercial electronic messages delivered through one or more modes of delivery, including Short Message Service (“SMS”), instant messaging, or electronic mail. Each Party shall endeavour to adopt or maintain measures consistent with this Article that apply to other modes of delivery of unsolicited commercial electronic messages.

Article 12.9. Domestic Regulatory Frameworks

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 on 23 November 2005.

2. Each Party shall endeavour to avoid any unnecessary regulatory burden on electronic transactions.

Article 12.10. Cross-Border Transfer of Information by Electronic Means

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means.

2. A Party shall not prevent cross-border transfer of information by electronic means, including personal data, when this activity is for the conduct of the business of a covered person.

3. This Article does not prevent a Party from adopting or maintaining:

(a) a measure inconsistent with paragraph 2 that is necessary to achieve a legitimate public policy objective, provided that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; or

(b) a measure that it considers necessary for the protection of its essential security interests. That measure, if adopted or maintained, shall not be disputed by the other Party.

Article 12.11. Location of Computing Facilities

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

2. A Party shall not require a covered person to use or locate computing facilities in that Party’s territory as a condition for conducting business in that territory.

3. This Article does not prevent a Party from adopting or maintaining:

(a) a measure inconsistent with paragraph 2 that is necessary to achieve a legitimate public policy objective, provided that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; or

(b) a measure that it considers necessary for the protection of its essential security interests. That measure, if adopted or maintained, shall not be disputed by the other Party.

Article 12.12. Customs Duties

1. Each Party shall maintain its current practice of not imposing customs duties on electronic transmissions between the Parties.

2. The practice referred to in paragraph 1 is in accordance with the WTO Ministerial Decision (WT/MIN (24)/38), adopted on 2 March 2024, in relation to the Work Programme on Electronic Commerce.

3. Each Party may adjust its practice referred to in paragraph 1 with respect to any further outcomes in WTO Ministerial Decisions on customs duties on electronic transmissions within the framework of the Work Programme on Electronic Commerce.

4. The Parties shall review this Article in light of any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce.

5. For greater certainty, paragraph 1 does not preclude a Party from imposing taxes, fees, or other charges on electronic transmissions, provided that those taxes, fees, or charges are imposed in a manner consistent with this Agreement.

Article 12.13. Principles on Access to and Use of the Internet for Electronic Commerce

Subject to applicable laws and regulations, the Parties recognise that it is beneficial for consumers in their territories to be able to:

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

(b) connect the end-user devices of a consumer's choice to the Internet.

Article 12.14. Source Code

1. A Party shall not require the transfer of, or access to, source code of software owned by a person of the other Party as a condition for the import, distribution, sale, or use of that software, or of products containing that software, in its territory.

2. This Article does not preclude a regulatory body or judicial authority of a Party from requiring a person of the other Party to preserve and make available the source code of software for a specific investigation, inspection, examination, enforcement action, or judicial proceeding (1), subject to safeguards against unauthorised disclosure.

(1) This disclosure shall not be construed to negatively affect the software source code's status as a trade secret, if that status is claimed by the trade secret owner.

Article 12.15. Open Government Data

1. The Parties recognise that facilitating public access to and use of government information fosters economic and social development, competitiveness, and innovation.

2. To the extent that a Party chooses to make government information, including data, available to the public, it shall endeavour to ensure that the information is in a machine-readable, open format and can be searched, retrieved, used, reused, and redistributed.

3. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to and use of government information, including data, that the Party has made public, with a view to enhancing and generating business opportunities, especially for small and medium-sized enterprises.

Article 12.16. Cyber Security

The Parties recognise the importance of:

(a) building and maintaining the capabilities of their national entities responsible for computer security incident response, including through exchange of best practices; and

(b) using existing collaboration mechanisms to cooperate on matters related to cyber security.

Chapter 13. INVESTMENT

Section A. Definitions

Article 13.1. Definitions

For the purposes of this Chapter:

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

claimant means an investor of a Party that makes a claim under Article 13.25 (Submission of a Claim to Arbitration);

confidential information means confidential business information or information that is privileged or otherwise protected from disclosure under the law of a Party;

disputing parties means the claimant and the respondent Party;

disputing party means either the claimant or the respondent Party;

enterprise means an enterprise as defined in Article 1.5 (Initial Provisions and General Definitions - General Definitions) and a branch (1) of an enterprise;

(1) For greater certainty, the inclusion of "branch" in the definition of "enterprise" is without prejudice to a Party's ability, under its law, to treat a branch as an entity that has no independent legal existence and is not separately organised.

existing means in effect on the date of entry into force of this Agreement;

ICSID means the International Centre for Settlement of Investment Disputes;

ICSID Additional Facility Rules means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes in their most recent form;

ICSID Convention means the Convention on the Settlement of Investment Disputes between States and Nationals of other States done at Washington, D.C. on 18 March 1965;

intellectual property rights means copyright and related rights, trademark rights, rights in geographical indications, rights in industrial designs, patent rights, rights in layout designs of integrated circuits, rights in relation to protection of undisclosed information, and plant breeders' rights;

investment means:

(a) any of the following:

(i) an enterprise;

(ii) a share, stock, or other form of equity participation in an enterprise, or any other kind of interest in an enterprise recognized under the domestic law of the Party;

(iii) a bond, debenture,or other debt instrument of an enterprise; (2)

(2) Some forms of debt, such as bonds, debentures, and long-term notes, are more likely to constitute an investment, while other forms of debt, such as claims to payment that are immediately due and result from the sale of goods or services, are less likely to involve the elements set out in subparagraph (b) and therefore to constitute an investment.

(iv) a loan to an enterprise;

(v) an interest arising from the commitment of capital or other resources in the territory of a Party to economic activity in that territory, such as under a contract involving the presence of an investor's property in the territory of the Party, including a turnkey or construction contract, a concession, or other similar contract;

(vi) intellectual property rights; and

(vii) any other tangible or intangible, moveable or immovable, property and related property rights;

(b) in each case shall involve the commitment of capital or other resources, the expectation of gain or profit, certain duration, or the assumption of risk; and

(c) for the purposesof this definition, "investment" does not mean:

(i) a claim to money that arises solely from:

(A) a commercial contract for the sale of a good or service by a national or enterprise in the territory of a Party to an enterprise in the territory of the other Party, or

(B) the extension of credit in connection with a commercial transaction, such as trade financing;

(ii) an order or judgment in a judicial or administrative action; or

(iii) any other claim to money, that does not involve the kinds of interests set out in sub-subparagraphs (a)(i) to (vii);

investor of a Party means a Party, or a national (3) or an enterprise of a Party, other than a branch, that seeks to make (4), is making, or has made an investment in the territory of the other Party. For the purposes of this definition, enterprise of a Party means:

(3) For greater certainty, a natural person who is a dual citizen shall be deemed to be exclusively a national of the Party of his or her dominant and effective nationality.

(4) For greater certainty, the Parties understand that, for the purposes of the definition of "investor of a Party", an investor "seeks to make" an investment when that investor has taken concrete actions to make an investment. Where a notification or approval process is required for making an investment, an investor that "seeks to make" an investment refers to an investor of the other Party that has initiated such notification or approval process.

(a) an enterprise that is constituted or organized under the law of that Party and that has substantial business activities in the territory of that Party. A determination of whether an enterprise has substantial business activities in the territory of a Party requires a case-by-case, fact-based inquiry; or

(b) an enterprise that is constituted or organised under the law of that Party, and is directly or indirectly owned or controlled by a national of that Party or by an enterprise mentioned under subparagraph (a);

New York Convention means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958;

non-disputing Party means a Party that is not a disputing party to an investment dispute;

respondent Party means a Party against which a claim is made under Article 13.25 (Submission of a Claim to Arbitration);

third party funding means any funding or other equivalent support provided by a person who is not a disputing party in order to finance part or all of the cost of the proceedings including through a donation or grant, or in return for remuneration dependent on the outcome of the dispute;

Tribunal means an arbitration tribunal established under Section D (Investor-State Dispute Settlement); and

UNCITRAL Arbitration Rules means the arbitration rules of the United Nations Commission on International Trade Law, adopted by the United Nations General Assembly on 15 December 1976, as revised in 2010.

Section B. Investment Protections

Article 13.2. Scope

1. This Chapter applies to a measure adopted or maintained by a Party relating to:

(a) an investor of the other Party;

(b) a covered investment; and

(c) with respect to Article 13.5 (Regulatory Objectives) and Article 13.12 (Performance Requirements), an investment in the territory of that Party.

2. A Party's obligations under this Chapter apply to a measure adopted or maintained by: (a) the central, regional, or other governments or authorities of that Party; and

(b) any person, including a state enterprise or any other body, when it exercises any governmental authority delegated to it by central, regional, or other governments or authorities of that Party.

3. This Chapter does not apply to:

(a) procurement by a Party;

(b) a subsidy or grant provided by a Party, including a government supported loan, guarantee, or insurance.

4. This Chapter does not bind a Party in relation to an act or fact that took place or a situation that ceased to exist before the date of entry into force of this Agreement.

Article 13.3. Relation to other Chapters

1. This Chapter does not apply to a measure adopted or maintained by a Party to the extent that it is covered by Chapter 8 (Trade in Services) or Chapter 10 (Financial Services).

2. Notwithstanding paragraph 1, this Chapter applies to a measure adopted or maintained by a Party relating to the supply of a service in its territory through commercial presence as defined in Article 8.1 (Trade in Services – Definitions) by a service supplier, to the extent that such a measure is covered by Article 13.2.1 (Scope).

3. A requirement of a Party that a service supplier of the other Party post a bond or other form of financial security as a condition for the cross-border supply of a service does not of itself make this Chapter applicable to a measure adopted or maintained by the Party relating to the cross-border supply of the service. This Chapter applies to a measure adopted or maintained by the Party relating to the posted bond or financial security, to the extent that the bond or financial security is a covered investment

4. In the event of any inconsistency between this Chapter and any other Chapter of this Agreement, the other Chapter shall prevail to the extent of the inconsistency, except that, where paragraph 2 applies, this Chapter prevails over Chapter 8 (Trade in Services).

Article 13.4. Right to Regulate

1. The Parties reaffirm theright of each Party to regulate within its territory to achieve legitimate policy objectives.

2. For greater certainty, the mere fact that a Party regulates, including through a modification to its laws, in a manner that negatively affects an investment or interferes with an investor's expectations, including its expectation of profits, does not amount to a breach of an obligation under this Chapter.

Article 13.5. Regulatory Objectives

The Parties recognize the importance of encouraging investments that respect health, safety, the environment, and other regulatory objectives or the rights of Indigenous Peoples. (5) Accordingly, a Party shall not relax, waive, or otherwise derogate from, or offer to relax, waive,or otherwise derogate from, these measures in order to encourage the establishment, acquisition, expansion,or management of the investment of an investor in its territory.

(5) Indigenous Peoples refers to: (a) for Canada, Aboriginal peoples (including First Nations, Inuit, and Métis peoples) as defined in subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia, Masyarakat HukumAdat in accordance with Indonesia's laws and regulations.

Article 13.6. National Treatment

1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of an investment in its territory.

2. Each Party shall accord to a covered investment treatment no less favourable than that it accords, in like circumstances, to investments of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of an investment in its territory.

3. The treatment accorded by a Party under paragraphs 1 and 2 means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to investors, and to investments of investors, of the Party of which it forms a part.

4. Whether treatment is accorded in like circumstances depends on the totality of the circumstances. Such circumstances include whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public policy objectives, and, if relevant, competition in the economic or business sector concerned and the applicable legal and regulatory framework.

5. Paragraphs 1 and 2 prohibit discrimination based on nationality. A difference in treatment accorded to an investor or covered investment and a Party's own investors or investments of its own investors does not, in and of itself, establish discrimination based on nationality.

Article 13.7. Most-Favoured-Nation Treatment

1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords, in like circumstances, to investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of an investment in its territory.

2. Each Party shall accord to a covered investment treatment no less favourable than that it accords, in like circumstances, to investments of investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of an investment in its territory.

3. The treatment accorded by a Party under paragraphs 1 and 2 means, with respect to a government other than at the central level, treatment accorded, in like circumstances, by that government to investors, and to investments of investors, of the Party of which it forms a part.

4. Whether treatment is accorded in like circumstances depends on the totality of the circumstances. Such circumstances include whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public policy objectives, and, if relevant, competition in the economic or business sector concerned and the applicable legal and regulatory framework.

5. Paragraphs 1 and 2 prohibit discrimination based on nationality. A difference in treatment accorded to an investor or covered investment and a non-Party's investors or investments of a non-Party's investors does not, in and of itself, establish discrimination based on nationality.

6. The treatment referred to in paragraphs 1 and 2 does not include procedures or mechanisms for the resolution of investment disputes between investors and States provided for in other international investment treaties and other trade agreements

7. Substantive obligations in other international investment treaties and other trade agreements do not in themselves constitute treatment, and thus cannot give rise to a breach of this Article, in the absence of measures adopted or maintained by a Party pursuant to those obligations.

Article 13.8. Treatment In Case of Armed Conflict or Civil Strife

1. Each Party shall accord to an investor of the other Party and to a covered investment, with respect to measures it adopts or maintains relating to restitution, indemnification, compensation, or other settlement for losses incurred by investments in its territory as a result of armed conflict or civil strife, treatment no less favourable than it accords, in like circumstances, to:

(a) its own investors and their investments; or

(b) investors of a non-Party and their investments.

2. Notwithstanding paragraph 1, if an investor of a Party, in a situation referred to in paragraph 1, suffers a loss in the territory of the other Party resulting from:

(a) requisitioning of its covered investment or part thereof by the latter's forces or authorities; or

(b) destruction of its covered investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation,

the latter Party shall provide the investor restitution, compensation, or both, as appropriate, for that loss. (6)

(6) For greater certainty, the value of the restitution or compensation shall not exceed the loss suffered.

Article 13.9. Minimum Standard of Treatment

1. Each Party shall accord in its territory to a covered investment of the other Party and to an investor with respect to their covered investment treatment in accordance with the customary international law minimum standard of treatment of aliens. A Party breaches this obligation only if a measure constitutes:

(a) denial of justice in criminal, civil, or administrative proceedings;

(b) fundamental breach of due process in judicial and administrative proceedings;

(c) manifest arbitrariness; (7)

(7) A measure is manifestly arbitrary when it is evident that the measure is not rationally connected to a legitimate policy objective, such as when a measure is based on prejudice or bias rather than on reason or fact.

(d) targeted discrimination on manifestly wrongful grounds such as gender, race, or religious beliefs;

(e) abusive treatment of investors, such as physical coercion, duress, and harassment; or

(f) a failure to provide full protection and security. (8)

(8) For greater certainty, full protection and security refer only to physical security. Each Party is required to take measures that are reasonable under the circumstances to ensure full protection and security.

2. A determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

3. The fact that a measure breaches domestic law does not establish a breach of this Article.

Article 13.10: Expropriation

1. A Party shall not expropriate a covered investment either directly or indirectly, except:

(a) for a public purpose; (9) (10)

(9) For Canada, the meaning of "public purpose" may apply differently for the purposes of an Indigenous government.

(10) For greater certainty, for the purposes of this Article, the term "public purpose" refers to a concept in customary international law. A Party's domestic law may express this or a similar concept by using different terms, such as "public necessity", "public interest", or "public use".

(b) in accordance with due process of law;

(c) in a non-discriminatory manner; and

(d) on payment of compensation in accordance with paragraph 5.

2. A direct expropriation occurs only when a covered investment is nationalised or taken by a Party through formal transfer of title or outright seizure.

3. An indirect expropriation may occur when a measure or a series of measures of a Party has an effect equivalent to direct expropriation without formal transfer of title or outright seizure. A non-discriminatory measure of a Party that is adopted and maintained in good faith to protect legitimate public welfare objectives, such as health, safety, and the environment, does not constitute an expropriation. The determination of whether a measure or a series of measures of a Party has an effect equivalent to direct expropriation requires a case-by-case, fact-based inquiry that shall consider:

(a) the economic impact of the measure or the series of measures, although the sole fact that a measure or a series of measures of a Party has an adverse effect on the economic value of a covered investment does not establish that an indirect expropriation has occurred;

(b) the duration of the measure or series of measures of a Party;

(c) the extent to which the measure or the series of measures interferes with distinct, reasonable investment-backed expectations; and

(d) the character of the measure or the series of measures.

4. A measure of a Party cannot violate this Article unless it expropriates a covered investment that is a tangible or intangible property right under the domestic law of the Party in which the investment was made. This determination requires the consideration of relevant factors, such as the nature and scope of the tangible or intangible property right under the applicable domestic law of the Party in which the investment was made.

5. The compensation referred to in paragraph 1 shall:

(a) be paid without delay (11) in a freely convertible currency of the expropriating Party's choice;

(11) The Parties understand that there may be legal and administrative processes that need to be observed before payment can be made.

(b) be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place ("date of expropriation"). Appropriate valuation criteria include going concern value, asset value including the declared tax value of tangible property, and other criteria, which may be appropriate or relevant under the circumstances, to determine fair market value;

(c) not reflect any change in value occurring because the intended expropriation had become known earlier; (d) include interest at a commercially reasonable rate for that currency accrued from the date of expropriation until the date of payment; and (e) be freely transferable.

6. With respect to direct expropriation relating to land, in the case of Indonesia, the concepts of "public purpose" under paragraph 1 and compensation "equivalent to the fair market value" under paragraph 5 are implemented in domestic laws and regulations.

7. A measure of a Party that would otherwise constitute an expropriation of an intellectual property right does not constitute a breach of this Article if it is consistent with Chapter 14 (Intellectual Property) and the TRIPS Agreement and any waiver or amendment of the TRIPS Agreement accepted by that Party.

Article 13.11. Transfer of Funds

1. Each Party shall permit all transfers of funds relating to a covered investment to be made freely, and without delay, into and out of its territory. Those transfers include:

(a) contributions to capital;

(b) profits, dividends, interest, capital gains, royalty payments, management fees, technical assistance fees, and other fees;

(c) proceeds from the sale or liquidation of the whole or part of the covered investment;

(d) payments made under a contract entered into by the investor or the covered investment, including payments made pursuant to a loan agreement;

(e) payments made under Article 13.8 (Treatment in Case of Armed Conflict or Civil Strife) and Article 13.10 (Expropriation);

(f) earnings and other remuneration of foreign personnel working in connection with an investment; and

(g) payments arising out of a dispute.

2. Each Party shall permit transfers of funds relating to a covered investment to be made in a freely convertible currency at the market rate of exchange in effect at the time of transfer.

3. A Party shall not require its investors to transfer, or penalize one of its investors for failing to transfer, the income, earnings, profits, or other amounts derived from, or attributable to, an investment in the territory of the other Party.

4. Notwithstanding paragraphs 1, 2, and 3, a Party may prevent or limit a transfer through the equitable, non-discriminatory, and good faith application of its domestic law relating to:

(a) bankruptcy, insolvency,or the protection of the rights of a creditor;

(b) issuing, trading, or dealing in securities;

(c) criminal or penal offences;

(d) financial reporting or record keeping of transfers if necessary to assist law enforcement or financial regulatory authorities;

(e) ensuring compliance with an order or judgment in judicial or administrative proceedings;

(f) taxation; or

(g) social security, public retirement, or compulsory savings programmes.

Article 13.12. Performance Requirements

1. A Party shall not, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment in its territory, impose or enforce a requirement, or enforce a commitment or undertaking:

(a) to export a given level or percentage of a good or service;

(b) to achieve a given level or percentage of domestic content;

(c) to purchase, use, or accord a preference to a good produced or service provided in its territory, or to purchase a good or service from a person in its territory;

(d) to relate the volume or value of imports to the volume or value ofexports or to the amount of foreign exchange inflows associated with that investment;

(e) to restrict sales of a good or service in its territory that the investment produces or provides by relating those sales to the volume or value of its exports or foreign exchange earnings

(f) to transfer technology, a production process, source code of software, or other proprietary knowledge to a person in its territory; or

(g) to supply exclusively from the territory of the Party a good that the investment produces or a service it provides to a specific regional market or to the world market.

2. A Party shall notcondition the receipt or continued receipt of an advantage, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment in its territory, on compliance with a requirement:

(a) to achieve a given level or percentage of domestic content;

(b) to purchase, use, or accord a preference to a good produced in its territory, or to purchase a good from a producer in its territory;

(c) to relate the volume or value of imports to the volume or value ofexports or to the amount of foreign exchange inflows associated with that investment; or

(d) to restrict sales of a good or service in its territory that the investment produces or provides by relating those sales to the volume or value of its exports or foreign exchange earnings.

3. The provisions of:

(a) paragraph 2 do not prevent a Party from conditioning the receipt or continued receipt of an advantage, in connection with any investments, on compliance with a requirement to locate production, provide a service, train or employ workers, construct or expand particular facilities, or carry out research and development in its territory;

(b) subparagraphs 1(a), 1(b),1(c), 2(a), and 2(b) do not apply to a qualification requirement for a good or service with respect to export promotion and foreign aid programs;

(c) subparagraphs 2(a) and 2(b) do not apply to a requirement imposed by an importing Party relating to the content of a good necessary to qualify for a preferential tariff or preferential quota;

(d) subparagraph 1(f) do not apply:

(i) if a Party authorizes use of an intellectual property right in accordance with Article 31 (12)of the TRIPS Agreement, or to a measure requiring the disclosure of proprietary information that falls within the scope of, and is consistent with, Article 39 of the TRIPS Agreement; or

(12) The reference to "Article 31" includes any waiver or amendment to the TRIPS Agreement implementing paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health (WT/MIN(01)/DEC/2).

(ii) if the requirement is imposed or the requirement, commitment, or undertaking is enforced by a court, administrative tribunal, or competition authority to remedy an alleged violation of domestic competition law;

(e) subparagraphs 1(b), 1(c), 1(f), 2(a), and 2(b) do not prevent a Party from adopting or maintaining a measure to achieve a legitimate public policy objective, provided that the measure:

(i) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and

(ii) does not impose restrictions greater than are required to achieve the objective; and

(f) subparagraph 1(f) do not preclude a regulatory body or judicial authority of a Party from requiring a person of the other Party to preserve and make available the source code of software, or an algorithm expressed in that source code, to the regulatory body for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, (13)subject to safeguards against unauthorized disclosure.

(13) This 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 tradesecret owner.

Article 13.13. Senior Management and Boards of Directors

1. A Party shall notrequirethat an enterprise of that Party that is a covered investment appoint to a senior management position an individual of a particular nationality.

2. A Party may require that up to a majority of the board of directors, ora committee thereof, of an enterprise of that Party that is a covered investment be of a particular nationality or resident in the territory of the Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

3. A Party should encourage enterprises to consider greater diversity in senior management positions or on theirboard of directors, which may include a requirement to nominate women.

Article 13.14. Subrogation

1. If a Party oran agency of a Party makes a payment on non-commercial risks to one of its investors under a guarantee or a contract of insurance, or other form of indemnity it has entered into in respect of a covered investment:

(a) the other Party in whose territory the covered investment was made shall recognize the validity of the subrogation or

transfer of any rights the investor would have possessed with respect to the covered investment but for the subrogation or transfer; and

(b) the investor shall be precluded from pursuing these rights to the extent of the subrogation or transfer, unless the other Party or an agency of the other Party authorizes the investor in writing to act on its behalf.

2. The subrogated or transferred right or claim shallnot be greater than the original right or claim of the investor.

Article 13.15. Denial of Benefits

A Party may, at any time prior to its principal submission on the merits, such as the counter-memorial, in an arbitration under this Chapter, deny the benefits of this Chapter to an investor of the other Party that is an enterprise of that Party and to investments of that investor if an investor of a non-Party owns or controls the enterprise and the denying Party:

(a) adopts or maintains a measure with respect to that non-Party or investors of that non-Party that prohibits transactions with the enterprise or would be violated or circumvented if the benefits of this Agreement were accorded to the enterprise or to its investment; or

(b) does not maintain diplomatic relations with that non-Party.

Article 13.16. Special Formalities and Information Requirements

1. Nothing in Article 13.6 (National Treatment) shall be construed to prevent a Party from adopting or maintaining any measure that prescribes special formalities in connection with covered investments, such as a requirement that investors be residents of the Party, that an investor register or otherwise notify the appropriate authorities of its covered investment, or that covered investments be legally constituted under the laws or regulations of the Party, provided that theseformalities do not materially impair the protection afforded by the Party to investors of the other Party and covered investments pursuant to this Chapter.

2. Notwithstanding Articles 13.6 (National Treatment) and 13.7 (Most-Favoured-Nation Treatment), a Party may require an investor of the other Party or a covered investment to provide information concerning that investment for informational or statistical purposes. The Party shall protect such information that is confidential from any disclosure that would prejudice the competitive position of the investor or the covered investment. Nothing in this paragraph shall be construed to prevent a Party from obtaining or disclosing information in connection with the equitable and good faith application of its law.

Article 13.17. Promotion of Investment

1. The Parties recognise the importance of cooperating to promote investment in priority sectors as a means to effectively achieve economic growth and development based on common interest and mutual benefits.

2. The cooperation referred to in paragraph 1 may include:

(a) promoting the principles underlying the obligations contained in this Chapter to investors;

(b) organising joint investment promotion activities, such as business matching events or identifying investment opportunities;

(c) organising and supporting the organisation of various briefings and seminars on investment opportunities and on investment laws, regulations, and policies; and

(d) conducting information exchanges on other issues of mutual interest relating to investment promotion.

Section C. Reservations, Exceptions, Exclusions

Article 13.18. Non-Conforming Measures and Exceptions

1. Article 13.6 (National Treatment), Article 13.7 (Most-Favoured-Nation Treatment), Article 13.12 (Performance Requirements), Article 13.13 (Senior Management and Boards of Directors) do not apply to:

(a) any existing non-conforming measure maintained in the territory of a Party at:

(i) the central level of government, as set out by that Party in its Schedule to Annex I-A (Reservations for Existing Measures –

ratchet);

(ii) aregional level of government,as set out by that Party in its Schedule to Annex I-A (Reservations for Existing Measures – ratchet); o

r (iii) a government other than the central or regional levels;

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Article 13.6 (National Treatment), Article 13.7 (Most.Favoured-Nation Treatment), Article 13.12 (Performance Requirements), and Article 13.13 (Senior Management and Boards of Directors).(14)

(14) For greater certainty,only a measure listed in a Party's Schedule to Annex I-A (Reservations for Existing Measures - ratchet), or anyother measure that becomes subject to paragraph 1 pursuant to Article13.19 (Review), is subject to subparagraph 1(c).

2. Article 13.6 (National Treatment), Article 13.7 (Most-Favoured-Nation Treatment), Article 13.12 (Performance Requirements) and Article 13.13 (Senior Management and Boards of Directors) do not apply to:

(a) any existing non-conforming measure maintained in the territory of a Party at:

(i) the central level of government, as set out by that Party in its Schedule to Annex I-B (Reservations for Existing Measures – standstill); or

(ii) a regional level of government as set out by that Party in its Schedule to Annex I-B (Reservations for Existing Measures – standstill);

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the date of entry into force of this Agreement, with Article 13.6 (National Treatment), Article 13.7 (Most-Favoured-Nation Treatment), Article 13.12 (Performance Requirements), and Article 13.13 (Senior Management and Boards of Directors).

3. Article 13.6 (National Treatment), Article 13.7 (Most-Favoured-Nation Treatment), Article 13.12 (Performance Requirements), and Article 13.13 (Senior Management and Boards of Directors) shall not apply to a measure that a Party adopts or maintains with respect to sectors, subsectors, or activities, as set out in its Schedule to Annex II(Reservations for Future Measures).

4. Notwithstanding subparagraph 2(c), aParty shall notwithdraw a right or benefit from acovered investment, in reliance on which a covered investment has been granted an investment permit, through an amendment to a limitation on foreign equity participation that decreases the conformity of the measure as it existed immediately before the amendment.

5. A Party shall not, under any measureadopted after the date of entry into force of this Agreement and covered by its Schedule to Annex II (Reservations for Future Measures), require an investor of the other Party, by reason of its nationality, to sell or otherwise dispose of an investment existing at the time the measure becomes effective. For greater certainty, this paragraph does not apply to this requirement if specified in the initial approval of the investment by the relevant authorities.

6. In respect of intellectual property rights, a Party may derogate from Article 13.6 (National Treatment) and Article 13.7 (Most-Favoured-Nation Treatment) in a manner that is consistent with:

(a) Article 14.10 (Intellectual Property – National Treatment);

(b) the TRIPS Agreement, if the derogation relates to matters not addressed by Chapter 14 (Intellectual Property); or

(c) an amendment of or waiver to the TRIPS Agreement in force for both Parties.

Article 13.19. Review

The Parties shall, three years after the date of entry into force of this Agreement but no later than five years, and every three years thereafter, unless otherwise agreed, hold consultations to review their respective non-conforming measures referred

to in paragraphs 1 and 2 of Article 13.18 (Non-Conforming Measures and Exceptions). The Parties shall, without prejudice to the result, hold these consultations with a view to increasing the conformity of these non-conforming measures with this Agreement.

Article 13.20. Committee on Investment

1. The Parties hereby establish a Committee on Investment consisting of government representatives of the Parties.

2. The functions of the Committee on Investment are to:

(a) review the implementation of this Chapter;

(b) recommend to the Joint Committee, established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee), to adopt an interpretation of this Agreement pursuant to Article 13.30 (Applicable Law and Interpretation);

(c) consider any other matters related to this Chapter identified by either Party;

(d) discuss and coordinate with the Committee on Trade in Services, established under Article 8.14.1 (Trade in Services – Committee on Trade in Services), on matters related to this Chapter and to Chapter 8 (Trade in Services) including with respect to non-conforming measures pursuant to Article 13.18 (Non-Conforming Measures and Exceptions); and

(e) report to the Joint Committee as required.

Article 13.21. Exclusions

Section D (Investor-State Dispute Settlement) and Chapter 24 (Dispute Settlement) do not apply to matters set out in Annex 13-A (Exclusions from Dispute Settlement).

Section D. Investor-State Dispute Settlement

Article 13.22. Scope and Purpose

1. Without prejudice to the rights and obligations of the Parties under Chapter 24 (Dispute Settlement), the Parties establish in this Section a mechanism for the settlement of investment disputes.

2. Under this Section, an investor of a Party may submit a claim that the other Party has breached an obligation under Section B (Investment Protections), other than Article 13.5 (Regulatory Objectives), Article 13.12 (Performance Requirements), or Article 13.13 (Senior Management and Boards of Directors).

Article 13.23. Request for Consultations

1. In the event of an investment dispute under this Agreement, an investor of a Party shall seek to resolve the dispute through consultations, with a view towards reaching an amicable settlement. Efforts to reach an amicable settlement may also include the use of non-binding, third party procedures, such as good offices, conciliation, or mediation.

2. An investor of a Party shall deliver to the other Party a written request for consultations, which shall specify:

(a) whether the investor intends to claim under paragraph 1 or 2 of Article 13.25 (Submission of a Claim to Arbitration);

(b) the name and address of the investor and evidence to establish that the investor is an investor of the other Party;

(c) the investment at issue and evidence to establish that the investor owns or controls the investment, including, if the investment is an enterprise, the name, address, and place of incorporation of the enterprise;

(d) for each claim:

(i) the provision of this Agreement alleged to have been breached; and

(ii) the factual basis for the alleged breach, including the measure at issue; and

(e) the relief sought and the approximate amount of damages claimed.

3. An investor of a Party may, when submitting a request for consultations, propose to hold the consultations by

videoconference, telephone, or similar means of communication as appropriate. The other Party should give sympathetic consideration to that request.

4. The request for consultations shall be submitted to the other Party under this Article no later than:

(a) three years from the date on which the investor or, as applicable, the enterprise referred to in Article 13.25.2 (Submission of a Claim to Arbitration), first acquired or should have first acquired knowledge of the alleged breach and knowledge that the investor or, as applicable, the enterprise, has incurred loss or damage by reason of, or arising out of, that breach; or

(b) if the investor or, as applicable, the enterprise, has initiated a claim or proceeding before an administrative tribunal or court under the law of a Party with respect to the measure at issue in the investor's request for consultations delivered pursuant to paragraph 2, two years after:

(i) the investor or, as applicable, the enterprise, ceases to pursue that claim; or

(ii) when that proceeding has otherwise ended; provided that it is no later than seven years after the date on which the investor or, as applicable, the enterprise, first acquired or should have first acquired knowledge of the alleged breach and knowledge that the investor or, as applicable, the enterprise, has incurred loss or damage by reason of, or arising out of, that breach.

Neither a continuing breach nor the occurrence of similar or related acts or omissions may renew or interrupt the periods set out in subparagraphs (a) and (b).

5. Unless otherwise agreed, consultations shall be held within 90 days of the delivery of the request for consultations pursuant to paragraph 2.

6. Unless otherwise agreed, the place of consultations shall be the capital city of the other Party.

7. If the investor has not submitted a claim under Article 13.25 (Submission of a Claim to Arbitration) within one year of the delivery of the request for consultations, the investor is deemed to have withdrawn its request for consultations and shall not submit a claim under this Section with respect to the same measure. This period may be extended by agreement between the investor of a Party and the other Party.

Article 13.24. Mediation

The disputing parties may at any time agree to have recourse to mediation. Recourse to mediation is without prejudice to the legal position or rights of the disputing parties under this Section and is governed by the rules agreed to by the disputing parties, including any applicable rules for mediation adopted by the Joint Committee. If the disputing parties agree to have recourse to mediation, paragraphs 4 and 7 of Article 13.23 (Request for Consultations) and all timelines pursuant to an arbitration under this Section are suspended from the date on which the disputing parties agreed to have recourse to mediation, and shall resume on the date on which either disputing party decides to terminate the mediation. A decision by a disputing party to terminate the mediation shall be transmitted by way of letter to the mediator and the other disputing party. Unless otherwise agreed, expenses incurred in relation to the process under this Article shall be borne equally by the disputing parties. Each disputing party shall bear its own expenses derived from the participation in the process.

Article 13.25. Submission of a Claim to Arbitration

1. An investor of a Party may make aclaim that theother Party has breached an obligation in accordance with Article 13.22 (Scope and Purpose), and that the investor has incurred loss or damage by reason of, or arising out of, that breach, only if:

(a) the investor has fulfilled the requirements of Article 13.23 (Request for Consultations);

(b) 180 days have elapsed since the receipt by the other Party of a request for consultations under Article 13.23 (Request for Consultations);

(c) the claim relates to measures identified in the investor's request for consultations under Article 13.23 (Request for Consultations);

(d) the investor consents to dispute settlement in accordance with the procedures set out in this Agreement; and

(e) the investor and, if the claim is for loss or damage to an interest in an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, the enterprise, waives its right to initiate or continue before any administrative tribunal or court under the law of either Party, or other dispute settlement procedure, any proceeding

with respect to the measure of the other Party that is alleged to be a breach referred to in Article 13.23.2 (Request for Consultations), except for a proceeding for injunctive, declaratory, or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the other Party.

2. An investor of a Party, on behalf ofan enterprise of theotherParty that is a juridical person that the investor owns or controls directly or indirectly, may make a claim that the otherParty has breached an obligation in accordance with Article 13.22 (Scope and Purpose), and that the enterprise has incurred loss or damage by reason of, or arising out of, that breach, only if:

(a) the investor has fulfilled the requirements of Article 13.23 (Request for Consultations);

(b) 180 days have elapsed since the receipt by the other Party of a request for consultations under Article 13.23 (Request for Consultations);

(c) the claim relates to measures identified in the investor's request for consultations under Article 13.23 (Request for Consultations);

(d) the investor consents to dispute settlement in accordance with the procedures set out in this Agreement; and

(e) both the investor and the enterprise waive their right to initiate or continue before an administrative tribunal or court under the law of either Party, or other dispute settlement procedure, any proceeding with respect to the measure of the other Party that is alleged to be a breach referred to in Article 13.23.2 (Request for Consultations), except for a proceeding for injunctive, declaratory, or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the other Party.

3. A consent and waiver required by this Article shall be in writing, shall be delivered to the respondent Party, and shall be included in the submission of a claim to arbitration.

4. Notwithstanding paragraph 3, a waiver from the enterprise under paragraph 1(e) or 2(e) is not required if the other Party has deprived the investor of control of the enterprise.

5. If an investor of a Party makes a claim under paragraph 2 and the investor or a non-controlling investor in the enterprise makes a claim under paragraph 1 arising out of the same events or circumstances, and two or more of the claims are submitted to dispute settlement under this Article, the claims should be heard together by a Tribunal constituted under Article 13.32 (Consolidation), unless the Tribunal finds that the interests of a disputing party would be prejudiced thereby.

6. An investor of a Party may submit a claim to dispute settlement under:

(a) the ICSID Convention, provided that both Parties are parties to the ICSID Convention;

(b) the ICSID Additional Facility Rules, if only one Party is a party to the ICSID Convention;

(c) the UNCITRAL Arbitration Rules; or

(d) any other rules on agreement of the disputing parties.

7. Except to the extent modified by this Agreement, the arbitration shall be governed by the arbitration rules applicable under paragraph 6 that are in effect on the date that the claim is submitted to dispute settlement under this Article.

8. If the claimant proposes rules pursuant to subparagraph 6(d), therespondent Party shall reply to the claimant's proposal within 45 days of receipt of the proposal. If the disputing parties have not agreed on those rules within 60 days of receipt, the claimant may submit a claim under the rules provided for in subparagraph 6(a), 6(b), or 6(c).

9. A claim is submitted to arbitration under this Article when:

(a) the request for arbitration under Article 36(1) of the ICSID Convention is received by the Secretary-General of ICSID;

(b) the request for arbitration under Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretariat of ICSID; or

(c) the notice of arbitration under Article 3 of the UNCITRAL Arbitration Rules is received by the respondent Party.

Article 13.26. Consent to Arbitration

1. Each Party consents to the submission of a claim to arbitration under this Section in accordance with the provisions of this

Agreement, including the requirements of Article 13.23 (Request for Consultations) and Article 13.25 (Submission of a Claim to Arbitration).

2. The consent under paragraph 1 and the submission of a claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration) shall satisfy the requirement of:

(a) Chapter II of theICSID Convention (Jurisdiction of the Centre) and the ICSID Additional Facility Rules for written consent of the parties to the dispute;

(b) Article II of the New York Convention for an “agreement in writing”.

Article 13.27. Discontinuance

If the claimant fails to take a step in the proceeding within 180 days of the submission of a claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration), or such other time period as agreed to by the disputing parties, the claimant is deemed to have withdrawn its claim and to have discontinued the proceeding. The Tribunal, if constituted, shall, at the request of the respondent Party, and after notice to the disputing parties, in an order take note of the discontinuance. After the order has been rendered the authority of the Tribunal shall cease.

Article 13.28. Arbitrators

1. Except in respect of a Tribunal established under Article 13.32 (Consolidation), and unless the disputing parties agree otherwise, the Tribunal shall be composed of three arbitrators. Each disputing party shall appoint one arbitrator, and the third arbitrator, who will be the presiding arbitrator, shall be appointed by agreement of, or pursuant to an appointment process agreed to by, the disputing parties. The disputing parties are encouraged to consider greater diversity in arbitrator appointments, including through the appointment of women.

2. Arbitrators should haveexpertise or experience in public international law, international investment law, or international trade law, or dispute resolution arising under international investment or international trade agreements.

3. Arbitrators shall be independent of, and not be affiliated with or take instructions from, a Party or the disputing investor.

4. If the disputing parties do not agree on the remuneration of the arbitrators before the Tribunal is constituted, the prevailing ICSID rate for arbitrators shall apply.

5. If a Tribunal, other than a Tribunal established under Article 13.32 (Consolidation), has not been constituted within 90 days of the submission of a claim to arbitration, a disputing party may ask the Secretary-General of ICSID to appoint the arbitrator or arbitrators not yet appointed. In accordance with this Article, the Secretary-General of ICSID shall make the appointment at his or her own discretion and, to the extent practicable, shall make this appointment in consultation with the disputing parties. The Secretary-General of ICSID shall not appoint as presiding arbitrator a national of a Party.

6. Arbitrators shall abide by the United Nations Commission on International Trade Law (UNCITRAL) Code of Conduct for Arbitrators in International Investment Dispute Resolution adopted on 7 July 2023, as modified by this Article.

7. Upon appointment, an arbitrator shall refrain, for the duration of the proceeding, or any time thereafter to the extent it would amount to a breach of the arbitrator’s duty of independence and impartiality, from acting as counsel or party-appointed expert or witness in any pending or new investment dispute under this Agreement or any other international investment treaty.

Article 13.29. Agreement to Appointment of Arbitrators by ICSID

For the purposes of Article 39 of the ICSID Convention and Article 7 of Schedule C to the ICSID Additional Facility Rules, and without prejudice to an objection to an arbitrator based on a ground other than nationality:

(a) the respondent Party agrees to the appointment of each individual member of a Tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;

(b) an investor of a Party referred to in Article 13.25.1(Submission of a Claim to Arbitration) may submit a claim to arbitration or continue a claim under the ICSID Convention or the ICSID Additional Facility Rules only if the investor agrees in writing to the appointment of each member of the Tribunal; and

(c) an investor of a Party referred to in Article 13.25.2 (Submission of a Claim to Arbitration) may submit a claim to arbitration or continue a claim under the ICSID Convention or the ICSID Additional Facility Rules only if the investor and the

enterprise agree in writing to the appointment of each member of the Tribunal.

Article 13.30. Applicable Law and Interpretation

1. A Tribunal constituted under this Section shall apply this Agreement as interpreted in accordance with the Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969, and other rules and principles of international law applicable between the Parties.

2. If serious concerns ariseas regards matters of interpretation of this Chapter, the Committee on Investment may recommend, pursuant to Article 13.20.2(b) (Committee on Investment), that the Joint Committee may adopt an interpretation of this Agreement which shall be binding on a Tribunal established under this Section.

3. A Tribunal has no jurisdiction to determine the legality of a measure, alleged to constitute a breach of this Chapter, under the domestic law of a Party. In determining the consistency of a measure with this Chapter, the Tribunal may consider, as appropriate, the domestic law of a Party as a matter of fact. In doing so, the Tribunal shall follow the prevailing interpretation given to the domestic law by the courts or authorities of that Party, and any meaning given to domestic law by the Tribunal is not binding on the courts or authorities of that Party.

4. If an investor of a Party submits a claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration), including a claim that a Party breached Article 13.9 (Minimum Standard of Treatment), the investor has the burden of proving all elements of its claim, consistent with the general principles of international law applicable to international arbitration.

Article 13.31. Preliminary Objections

1. Without prejudice to a Tribunal's authority to address other questions as a preliminary objection, a Tribunal shall address and decide as a preliminary question an objection by the respondent Party that, as a matter of law, a claim submitted is not a claim for which an award in favour of the investor may be made under this Agreement, including that a dispute is not within the competence of the Tribunal, or that a claim is manifestly without legal merit.

2. An objection under paragraph 1 shall be submitted to the Tribunal within 60 days of constitution of the Tribunal. The Tribunal shall suspend any proceeding on the merits and issue a decision or award on the objection, stating the grounds therefor, within 180 days of the objection. However, if a disputing party requests a hearing, the Tribunal may take an additional 30 days to issue the decision or award. Regardless of whether a disputing party requests a hearing, a Tribunal may, on a showing of extraordinary cause, delay issuing its decision or award by an additional brief period, which may not exceed 30 days.

3. When deciding an objection under paragraph 1, the Tribunal shall assume to be true the factual allegations in the claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration), or any amendment to that claim. The Tribunal may also consider relevant facts not in dispute.

4. Whether or not a respondent Party raises an objection under paragraph 1 concerning the competence of the Tribunal, the respondent Party shall have the right to raise, and the Tribunal the authority to address and decide, a question pertaining to its competence in the course of the proceedings.

5. The provisions on costs in Article 13.39.3(Final Award) shall apply to decisions or awards issued under this Article.

Article 13.32. Consolidation

1. If two or moreclaims have been submitted separately to arbitration under Article 13.25 (Submission of a Claim to Arbitration) and the claims have a question of law or fact in common and arise out of the same events or circumstances, a disputing party may seek a consolidation order in accordance with the agreement of all the disputing parties sought to be covered by the order or the terms of paragraphs 2 through 10.

2. A disputing party that seeks a consolidation order under this Article shall deliver, in writing, a request to the Secretary-General of ICSID to establish a Tribunal and shall specify in the request:

(a) the name of the respondent Party, or the investors, against which the order is sought;

(b) the nature of the order sought; and

(c) the grounds for the order sought.

3. The disputing party shall deliver a copy of the request to the respondent Party, or the investors, against which the order is

sought.

4. Unless the disputing parties sought to be covered by the order agree to a different appointment process, the Secretary-General of ICSID shall, within 60 days of receiving the request, establish a Tribunal composed of three arbitrators. The Secretary-General of ICSID shall appoint one member who is a national of the respondent Party, one member who is a national of the Party of the investors that submitted the claims, and a presiding arbitrator who is not a national of a Party.

5. A Tribunal established under this Article shall be established under the UNCITRAL Arbitration Rules and shall conduct its proceedings in accordance with the UNCITRAL Arbitration Rules, except as modified by this Section.

6. If a Tribunal established under this Article is satisfied that the claims submitted to arbitration under Article 13.25 (Submission of a Claim to Arbitration) have a question of law or fact in common, the Tribunal may, in the interest of fair and efficient resolution of the claims and after hearing the disputing parties, by order:

(a) assume jurisdiction over, and hear and determine together, all or part of the claims; or

(b) assume jurisdiction over, and hear and determineone or more of the claims, the determination of which it believes would assist in resolving the other claims.

7. If a Tribunal has been established under this Article, an investor that has submitted a claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration) and that has not been named in a request made under paragraph 2 may make a written request to the Tribunal that it be included in an order made under paragraph 6. The request shall specify:

(a) the name and address of the investor;

(b) the nature of the order sought; and

(c) the grounds on which the order is sought.

8. An investor referred to in paragraph 7 shall deliver a copy of its request to the disputing parties named in a request under paragraph 1.

9. A Tribunal established under Article 13.25 (Submission of a Claim to Arbitration) does not have jurisdiction to decide a claim, or a part of a claim, over which a Tribunal established under this Article has assumed jurisdiction.

10. On application of a disputing party, a Tribunal established under this Article, pending its decision under paragraph 6, may order that the proceedings of a Tribunal established under Article 13.25 (Submission of a Claim to Arbitration) be stayed unless the latter Tribunal has already adjourned its proceedings.

Article 13.33. Seat of Arbitration

The disputing parties may agree on the seat of arbitration under the arbitration rules applicable under Article 13.25 (Submission of a Claim to Arbitration) or Article 13.32 (Consolidation). If the disputing parties fail to agree, the Tribunal shall determine the seat of arbitration in accordance with the applicable arbitration rules, provided that the legal seat of arbitration shall be in the territory of a State that is a party to the New York Convention.

Article 13.34. Transparency of Proceedings

1. Subject to paragraphs 2 and 4, the respondent Party shall, after receiving the following documents, promptly transmit them to the non-disputing Party and make them available to the public:

(a) a claim submitted pursuant to Article 13.25 (Submission of a Claim to Arbitration);

(b) pleadings, memorials, briefs, and other submissions made to the Tribunal by a disputing party;

(c) minutes or transcripts of hearings of the Tribunal, if available; and

(d) orders, awards,and decisions of the Tribunal.

2. The Tribunal shall conduct hearings open to the public and shall determine, in consultation with the disputing parties, the appropriate logistical arrangements. If a disputing party intends to use information in a hearing that is designated as confidential information or otherwise subject to paragraph 3, it shall so advise the Tribunal. The Tribunal shall make appropriate arrangements to protect such information from disclosure which may include closing the hearing for the duration of the discussion of that information.

3. Nothing in this Section, requires a respondent Party to make available to the public or otherwise disclose during or after the arbitral proceedings, including the hearing, confidential information, or to furnish or allow access to information that it may withhold in accordance with Article 25.3 (Exceptions and General Provisions – National Security) or Article 25.8 (Exceptions and General Provisions – Disclosure of Information and Confidentiality).

4. Any confidential information that is submitted to the Tribunal shall be protected from disclosure in accordance with the following procedures:

(a) subject to subparagraph (d), neither the disputing parties nor the Tribunal shall disclose to a non-disputing Party or to the public any confidential information if the disputing party that provided the information clearly designates it in accordance with subparagraph (b);

(b) any disputing party claiming that certain information constitutes confidential information shall clearly designate the information according to any schedule set by the Tribunal;

(c) a disputing party shall, according to any schedule set by the Tribunal, submit a redacted version of the document that does not contain the confidential information. Only the redacted version shall be disclosed in accordance with paragraph 1; and

(d) the Tribunal, subject to paragraph 3, shall decide any objection regarding the designation of information claimed to be confidential information.

5. Nothing in this Section requires a respondent Party to withhold from the public information required to be disclosed by its law. The respondent Party should endeavour to apply those laws in a manner sensitive to protecting from disclosure information that has been designated as confidential information.

6. A disputing party may disclose to other persons in connection with the proceedings, including witnesses and experts, unredacted documents that it considers necessary to disclose in the course of proceedings under this Section. However, the disputing party shall ensure that those persons protect the confidential information in those documents as directed by the Tribunal.

7. A Party may disclose to government officials and officials of a government other than at the central level, if applicable, unredacted documents that it considers necessary to disclose in the course of proceedings under this Section. However, that Party shall ensure that those persons protect the confidential information in those documents as directed by the Tribunal.

Article 13.35. Participation of a Non-Disputing Party

1. TheTribunal shall accept or,after consultation withthedisputing parties, may invite oral or written submissions from thenon-disputing Party regarding the interpretation of this Agreement. The non-disputing Party may attend a hearing held under this Section.

2. TheTribunal shall notdraw any inference from theabsence ofasubmission pursuant to paragraph 1.

3. TheTribunal shall ensure thatthedisputing parties are givenareasonable opportunity to present theirobservations on asubmission by the non-disputing Party.

Article 13.36. Expert Reports

Without prejudice to the appointment of other kinds of experts if authorized by the applicable arbitration rules, the Tribunal may, at the request of a disputing party or, unless the disputing parties disapprove, on its own initiative, appoint one or more experts to report to it in writing on any factual issue, including the rights of Indigenous Peoples (15) or scientific matters raised by a disputing party in a proceeding, subject to any terms and conditions agreed on by the disputing parties.

(15) Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples (including First Nations, Inuit, and Métis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia, Masyarakat Hukum Adat in accordance with Indonesia's laws andregulations.

Article 13.37. Interim Measures of Protection

A Tribunal may order an interim measure of protection to preserve the rights of a disputing party or to ensure that the Tribunal's jurisdiction is made fully effective, including an order to preserve evidence in the possession or control of a

disputing party or to protect the Tribunal's jurisdiction. A Tribunal shall not order attachment or enjoin the application of the measure alleged to constitute a breach referred to in Article 13.25 (Submission of a Claim to Arbitration). For the purposes of this paragraph, an order includes a recommendation.

Article 13.38. Security for Costs

1. At the request of a disputing party, the Tribunal may order the other disputing party to provide security for all or part of the costs, if there are reasonable grounds to believe that there is a risk the disputing party may not be able to honour a potential costs award against it.

2. In determining whether to order a disputing party to provide security for costs, the Tribunal shall consider all relevant circumstances, including:

(a) that disputing party's ability tocomply withanadverse decision on costs;

(b) that disputing party's willingness to comply with an adverse decision on costs;

(c) the effect that providing security for costs may have on that disputing party's ability to pursue its claim or counterclaim; and

(d) the conduct of the disputing parties.

3. The Tribunal shall consider all evidence adduced inrelation tothecircumstances in paragraph 2, including theexistence ofthird party funding.

4. The Tribunal shall specify any relevant terms inanorder toprovidesecurity for costs and shall fix a time limit of 30 days for compliance with the order, or within any other time period set by the Tribunal.

5. If a disputing party fails to comply with an order to provide security for costs, the Tribunal may suspend the proceeding. If the proceeding is suspended for more than 90 days, the Tribunal may, after consulting with the disputing parties, order the discontinuance of the proceeding.

6. A disputing party shall promptly disclose any material change in the circumstances upon which the Tribunal ordered security for costs.

7. The Tribunal may at any time modify or revoke its order on security for costs, on its own initiative or upon a disputing party's request.

Article 13.39. Final Award

1. If a Tribunal makes afinal award against the respondent Party, in respect of its finding of liability, the Tribunal may award, separately or in combination, only:

(a) monetary damages and any applicable interest; and

(b) restitution of property, in which case the award shall provide that the respondent Party may pay monetary damages and any applicable interest in lieu ofrestitution.

2. Subject to paragraph 1, if a claim is made under Article 13.25.2 (Submission of a Claim to Arbitration):

(a) an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise;

(b) an award ofrestitution of property shall provide that restitution be made to the enterprise;

(c) an award of costs in favour of theinvestor shall provide that the sum be paid to theinvestor; and

(d) the award shall provide that it is made without prejudice to a right that a person, other than a person which has provided a waiver pursuant to Article 13.25 (Submission of a Claim to Arbitration), may have in monetary damages or property awarded under a Party's domestic law.

3. The Tribunal shall makean order with respect to the costs of the arbitration, which shall in principle be borne by the unsuccessful disputing party or parties. In determining the appropriate apportionment of costs, the Tribunal shall consider all relevant circumstances, including:

(a) the outcome of any part of the proceeding, including the number or extent of the successful parts of the claims or

defences;

(b) the disputing parties' conduct during the proceeding, including the extent to which they acted in an expeditious and cost-effective manner;

(c) the complexity of the issues; and

(d) the reasonableness of the costs claimed.

4. The Tribunal and the disputing parties shall make every effort to ensure the dispute settlement process is carried out in a timely manner. The Tribunal shall issue its final award within 12 months of the final date of the hearing on the merits. It may, with good cause and notice to the disputing parties, delay issuing its final award by an additional brief period.

5. Monetary damages in an award:

(a) shall not be greater than the loss or damage incurred by the investor, or, as applicable, by the enterprise referred to in Article 13.25.2 (Submission of a Claim to Arbitration), as valued on the date of the breach; (16)

(16) In the case of a breach of Article 13.10 (Expropriation),the valuation of the loss or damage incurred by the investor, or, as applicable, by the enterprise referred to in Article 13.25 (Submission of a Claim to Arbitration), as valued on the date of the breach, shall be made in accordance with Article 13.10.5.

(b) shall only reflect loss or damage incurred by reason of, or arising out of, the breach; and

(c) shall be determined with reasonable certainty, and shall not be speculative or hypothetical.

6. In making an award under paragraph 5, the Tribunal shall calculate monetary damages based only on the submissions of the disputing parties, and shall consider, as applicable:

(a) contributory fault, whether deliberate or negligent;

(b) failure to mitigate damages;

(c) prior damages or compensation received for the same loss; or

(d) restitution of property, or repeal,or modification of the measure.

7. The Tribunal may award monetary damages for lost future profits only insofar as such damages satisfy the requirements under paragraph 5. Such determination requires a case-by-case, fact-based inquiry that takes into consideration, among other factors, whether a covered investment has been in operation in the territory of the respondent Party for a sufficient period of time to establish a performance record of profitability.

8. The Tribunal shall not award punitive damages. 9. The Tribunal shall not award monetary damages under Article 13.25.1 (Submission of a Claim to Arbitration) for loss or damage incurred by the investment.

Article 13.40. Finality and Enforcement of an Award

1. An award made by a Tribunal has no binding force except between the disputing parties and in respect of that particular case.

2. Subject to paragraph 3 and the applicable review procedure foran interim award, a disputing party shall abide by and comply with an award without delay.

3. A disputing party shall not seek enforcement of a final award until:

(a) in the case of a final award made under the ICSID Convention:

(i) 120 days have elapsed from the date the award was rendered provided that adisputing party has not requested the award be revised orannulled; or

(ii) revision orannulment proceedings have been completed; and

(b) in the case of a final award under the ICSID Additional Facility Rules or the UNCITRAL Arbitration Rules:

(i) 90 days have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to

revise, set aside, or annul theaward; or

(ii) acourt has dismissed orallowed anapplication torevise, set aside, orannul theaward, and there is no further appeal.

4. Each Party shall provide for the enforcement of an award in its territory.

5. A claim submitted to arbitration under Article 13.25 (Submission of a Claim to Arbitration) shall be considered to arise out of a commercial relationship or transaction for the purposes of Article I of the New York Convention.

Article 13.41. Third Party Funding

1. A claimant benefiting from a third party funding arrangement shall disclose to the respondent Party and to the Tribunal the name and address of the third party funder.

2. The claimant shall makethe disclosure under paragraph 1 at the time of the submission of a claim to arbitration under Article 13.25 (Submission of a Claim to Arbitration), or, if the third party funding is arranged after the submission of a claim, within 10 days of the date on which the third party funding was arranged.

3. The claimant shall havea continuing obligation to disclose any changes to the information referred to in paragraph 1 occurring after its initial disclosure, including termination of the third party funding arrangement.

Article 13.42. Service of Documents

1. Delivery of notice and other documents to a Party shall be made to:

For Indonesia: Director General for Legal Affairs and International Treaties,

Ministry of Foreign Affairs, Jalan Taman Pejambon

No.6 Jakarta 10110 Indonesia.

For Canada: Office of the Assistant Deputy Attorney General of Canada,

50 O'Connor Street, 5th Floor, Ottawa, Ontario K1A 0HB.

2. A Party shall promptly make publicly available and notify the other Partyof any change to the place referred to in paragraph 1.

Article 13.43. Receipts Under Insurance or Guarantee Contracts

In an arbitration under this Section, a respondent Party may not assert as a defence, counterclaim, right of set-off, or otherwise, that the claimant has received or will receive, under an insurance or guarantee contract, indemnification or other compensation for all or part of its alleged damages.

ANNEX 13-A. EXCLUSIONS FROM DISPUTE SETTLEMENT

1. Section D (Investor-State Dispute Settlement) and Chapter 24(Dispute Settlement) of this Agreement do not apply to a measure adopted or maintained relating to a review under the Investment Canada Act, R.S.C. 1985, c. 28, as amended, with respect to whether or not to permit an investment that is subject to review.

2. Section D(Investor-State Dispute Settlement) of this Agreement doesnot apply to a tobacco control measure adopted or maintained by a Party. A "tobacco control measure" means a measure of a Party related to the production or consumption of manufactured tobacco products (including products made or derived from tobacco), their distribution, labelling, packaging, advertising, marketing, promotion, sale, purchase, or use, as well as enforcement measures, such as inspection, recordkeeping, and reporting requirements. A measure with respect to tobacco leaf that is not in the possession of a manufacturer of tobacco products, or that is not part of a manufactured tobacco product, is not a tobacco control measure.

Chapter 14. INTELLECTUAL PROPERTY

Section A: General Provisions Article 14.1: Definitions 1. For the purposes of this Chapter: Berne Convention means the Berne Convention for the Protection of Literary and Artistic Works, as revised at Paris on 24 July 1971; Budapest Treaty means the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent

Procedure (1977), done at Budapest on 28 April 1977, as amended on 26 September 1980; counterfeit geographical indication goods means goods, including packaging, bearing without authorisation, a geographical indication which is identical to the geographical indication validly registered or otherwise protected in respect of those goods and which infringes the rights of the right holder of the geographical indication in question under the law of the Party providing the procedures under Section J (Enforcement of Intellectual Property Rights); counterfeit trademark goods means goods, including packaging, bearing without authorisation a trademark that is identical to the trademark validly registered in respect of those goods, or that cannot be distinguished in its essential aspects from the trademark, and that thereby infringes the rights of the owner of the trademark in question under the law of the Party providing the procedures under Section J (Enforcement of Intellectual Property Rights); Doha Declaration means the Declaration on the TRIPS Agreement and Public Health, adopted at Doha on 14 November 2001; geographical indication means an indication that identifies a good as originating in the territory of a Party, or a region or locality in that territory, where a given quality, reputation, or other characteristic of the good is essentially attributable to its geographical origin; Hague Agreement means the Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs, done at Geneva on 2 July 1999; intellectual property refers to all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the TRIPS Agreement; Madrid Protocol means the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, done at Madrid on 27 June 1989; with respect to the misappropriation of a trade secret, manner contrary to honest commercial practices means at least practices such as breach of contract, breach of confidence, and inducement to breach; Marrakesh Treaty means the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, done at Marrakesh on 27 June 2013; with respect to a trade secret, misappropriation means the acquisition, use, or disclosure of a trade secret in a manner contrary to honest commercial practices, including the acquisition, use, or disclosure of a trade secret by a third party that knew, or ought to have known, that the trade secret was acquired, used, or disclosed in a manner contrary to honest commercial practices.1 Misappropriation does not include situations in which a person: (a) reverse engineered an item lawfully obtained; (b) independently discovered information claimed as a trade secret; or (c) acquired the subject information from another person in a legitimate manner without an obligation of confidentiality or knowledge that the information was a trade secret; Nice Agreement means the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, done at Nice on 15 June 1957, as revised and amended on 28 September 1979; Paris Convention means the Paris Convention for the Protection of Industrial Property, done at Paris on 20 March 1883 as revised at Stockholm on 14 July 1967; Patent Cooperation Treaty means the Patent Cooperation Treaty, done at Washington on 19 June 1970, as amended on 28 September 1979, and modified on 3 February 1984 and on 3 October 2001; Patent Law Treaty means the Patent Law Treaty, done at Geneva on 1 June 2000; performance means a performance fixed in a phonogram unless otherwise specified; pirated copyright goods means goods that are copies made without the consent of the right holder or person duly authorised by the right holder in the country of production and that are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the law of the Party providing the procedures under Section J (Enforcement of Intellectual Property Rights); protection of intellectual property includes matters affecting the availability, acquisition, scope, maintenance and enforcement of intellectual property rights as well as those matters affecting the use of intellectual property rights specifically addressed in this Chapter; Rome Convention means the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations, done at Rome on 26 October 1961; Singapore Treaty means the Singapore Treaty on the Law of Trademarks, done at Singapore on 27 March 2006; 1 For greater certainty, “misappropriation” as defined in this paragraph includes cases in whichtheacquisition, use,or disclosure involves a computer system. trade secret means information2 that: (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has actual or potential commercial value because it is secret; and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret; The TRIPS/health solution means, collectively, the Decision of the WTO General Council of 30 August 2003 on the Implementation of Paragraph Six of the Doha Declaration on the TRIPS Agreement and Public Health (WT/L/540) and the WTO General Council Chairman’s Statement Accompanying the Decision (JOB(03)/177, WT/GC/M/82), as well as the Decision of the WTO General Council of 6 December 2005 on the Amendment of the TRIPS Agreement (WT/L/641), and the WTO General Council Chairperson’s Statement Accompanying the Decision (JOB(05)/319 and Corr. 1,WT/GC/M/100); UPOV 1991 means the International Convention for the Protection of New Varieties of Plants, done at Paris on 2 December 1961, as revised at Geneva on 19 March 1991; WCT means the WIPO Copyright Treaty, done at Geneva on 20 December 1996; WIPO means the World Intellectual Property Organization; work includes a cinematographic work, photographic work, and computer program; and WPPT means the WIPO Performances and Phonograms Treaty, done at Geneva on 20 December 1996. 2. For the purposes of Article 14.10(National Treatment), Article 14.11 (Most-Favoured-Nation Treatment), and Article 14.35. (Procedures for the Protection of Geographical Indications): with respect to the relevant right, a national means a person of a Party that would meet the criteria for eligibility for protection provided for in the agreements referred to in Article 14.9 (International Agreements). 2 For greater certainty, “information” includes writtenor unwritten information. Article 14.2: Objectives 1. The objectives of this Chapter are to: (a) achieve an adequate and effective level of protection and

enforcement of intellectual property with a view, among other things, to eliminating trade in goods infringing intellectual property rights while ensuring that measures to protect and enforce intellectual property do not themselves become barriers to legitimate trade; (b) facilitate international trade and contribute to economic, social,and cultural development through the production and commercialization of innovative and creative products and services, the transfer and dissemination of technology, and the creation of a sound and viable technological base; and (c) maintain a balance between the rights of intellectual property right holders and the legitimate interests of intellectual property users with regard to intellectual property. 2. The Parties recognise the importance of: (a) promoting innovation and creativity; (b) facilitating the diffusion of information, knowledge, technology, culture, and the arts; and (c) fostering competition and open and efficient markets, through their respective intellectual property systems, while respecting the principles of transparency and due process, and taking into account the interests of relevant stakeholders, including right holders, intermediaries, users, and the public. Article 14.3: Principles 1. A Party may adopt measures necessary to protect public health and nutrition, and to promote the public interest in sectors of vital importance to their socio-economic and technological development, provided that such measures are consistent with the provisions of this Chapter. 2. Appropriate measures, provided that they areconsistent with the provisions of this Chapter, may be needed to prevent the abuse of intellectual property rights by right holders or the resort to practices which unreasonably restrain trade or adversely affect the international transfer of technology. Article 14.4: Nature and Scope of Obligations Each Party shall give effect to the provisions of this Chapter. A Party may, but shall not be obliged to, provide more extensive protection for, or enforcement of, intellectual property rights under its law than is required by this Chapter, provided that such protection or enforcement does not contravene the provisions of this Chapter. Each Party shall be free to determine the appropriate method of implementing the provisions of this Chapter within its own legal system and practice. Article 14.5: Exhaustion of Intellectual Property Rights Nothing in this Agreement prevents a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system.3 Article 14.6: Public Domain 1. The Parties recognise the importance of a rich and accessible public domain. 2. The Parties acknowledge the importance of publicly accessible databases of registered intellectual property rights to assist in the identification of subject matter that has fallen into the public domain. Article 14.7: Application of Chapter to Existing Subject Matter and Prior Acts 1. Unless otherwise provided in this Chapter, this Chapter gives rise to obligations in respect of all subject matter existing at the date of entry into force of this Agreement and that is protected on that date in the territory of a Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter. 2. Unless otherwise provided in this Chapter, a Party shall not be required to restore protection to subject matter that on the date of entry into force of this Agreement has fallen into the public domain in its territory. 3. This Chapter does not give rise to obligations in respect of acts that occurred before the date of entry into force of this Agreement. Article 14.8: Public Health Measures 1. The Parties affirm their commitment to the Doha Declaration. In particular, the Parties have reached the following understandings regarding this Chapter: (a) The obligations of this Chapter do not and should not prevent a Party from taking measures to protect public health. Accordingly, while reiterating their commitment to this Chapter, the Parties affirm that this Chapter can and should be interpreted and implemented in a manner supportive of each Party's right to protect public health and, in particular, to promote access to medicines for all and to take measures to limitor discourage the use of tobacco or tobacco-related products. Each Party has the right to determine what constitutes a national emergency or other circumstances of extreme urgency, it being understood that public health crises, including those relating to epidemics, such as HIV/AIDS, tuberculosis, and malaria, can represent a national emergency or other circumstances of extreme urgency; 3 For greater certainty,this Article is without prejudiceto any provisions addressingtheexhaustionof intellectual property rightsin international agreements to which aParty is a party. (b) In recognition of the commitment to access to medicines that are supplied in accordance with the TRIPS/health solution, this Chapter does not and should not prevent the effective utilization of the TRIPS/health solution; and (c) With respect to the aforementioned matters, if any waiver of any provision of the TRIPS Agreement, or any amendment of the TRIPS Agreement, enters into force with respect to the Parties, and a Party's application of a measure in conformity with that waiver or amendment is contrary to the obligations of this Chapter, the Parties shall immediately consult to consider adapting this Chapter as appropriate in the light of the waiver or amendment. 2. The Parties welcome the 23 January 2017 entry into force of the Protocol Amending the TRIPS Agreement, pursuant to the Decision of the WTO General Council of 30 August 2003 on Paragraph 6 of the Doha Declaration, and shall contribute to the implementation of and respect for the Protocol Amending the TRIPS Agreement. Article 14.9: International Agreements 1. The Parties affirm their rights and obligations under the TRIPS Agreement. 2. Each Party affirms that it has ratified or acceded to the following agreements: (a) Berne Convention; (b) Budapest Treaty; (c) Madrid Protocol; (d) Marrakesh Treaty; (e) Nice Agreement; (f) Paris Convention; (g) Patent Cooperation Treaty; (h) WCT; and (i) WPPT. 3. Each Party shall makeall reasonable efforts to ratify or accede to each of the following agreements, if it is not already a party to that agreement: (a) Hague Agreement; and (b) Singapore Treaty. 4. The Parties shall exchange information on their respective progress regarding the ratification or accession to the agreements referred to in Paragraph 3. 5. Each Party shall consider ratifying or acceding to UPOV 19914, if it is not already a Party to that agreement. 4 A Party's ratificationor accession to UPOV 1991 is without prejudice to its rights to protect local plant varieties. Article 14.10: National Treatment 1. Each Party shall accord to nationals of the other Party treatment no less favourable than that it accords to its own nationals with regard to the protection of intellectual property covered in this Chapter, subject to the exceptions, exemptions, and flexibilities provided for in the TRIPS Agreement and in

multilateral agreements concluded or administered under the auspices of WIPO. 2. For greatercertainty, a Party may avail itself of the exceptions referred to in paragraph 1 in relation to its judicial and administrative procedures, including requiring a national of the other Party to designate an address for service in its territory, or to appoint an agent in its territory, only where such exceptions are: (a) necessary to secure compliance with its laws and regulations that are not inconsistent with this Chapter; and (b) not applied in a manner that would constitute a disguised restriction on trade. 3. For greater certainty, the obligations under paragraph 1 do not apply to procedures provided in multilateral agreements concluded under the auspices of WIPO relating to the acquisition or maintenance of intellectual property rights. Article 14.11: Most-Favoured-Nation Treatment Each Party shall immediately and unconditionally accord to nationals of the other Party any advantage, favour, privilege, or immunity granted by it to the nationals of a non-Party with regard to the protection of intellectual property, subject to the exceptions, exemptions, and flexibilities provided for in the TRIPS Agreement and in multilateral agreements concluded or administered under the auspices of WIPO. Article 14.12: Transparency 1. Further to Article 22.2 (Transparency, Anti-Corruption, and Responsible Business Conduct – Publication) and Article 14.76 (Enforcement Practices with Respect to Intellectual Property Rights), each Party shall endeavour to make available on a government website its laws, regulations, procedures, and administrative rulings of general application concerning the protection and enforcement of intellectual property rights, and in a manner that enables the public to become acquainted with them. 2. Each Party shall, subject to its law, endeavour to make available on a government website information that it makes public concerning applications for trademarks, geographical indications, designs, patents, and plant variety rights.5, 6 5 For greater certainty,paragraphs 2 and3 are without prejudice to aParty's obligations under Article 14.28 (Electronic Trademarks System). 6 For greater certainty,paragraph 2 does not require a Party to make available on the government website the entire dossier forthe relevant application. 3. Each Party shall, subject to its law, make available on a government website information that it makes public concerning registered or granted trademarks, geographical indications, designs, patents, and plant variety rights, sufficient to enable the other Party or any interested person to become acquainted with those registered or granted rights.7 Section B: Cooperation Article 14.13: Committee on Intellectual Property 1. The Parties hereby establish a Committee on Intellectual Property (the Committee) composed of representatives of each Party, including representatives with expertise in intellectual property. 2. The Committee shall be co-chaired by arepresentative of each Party. The Co-Chairs shall also act as Contact Points to facilitate communications between the Parties on matters relevant to this Chapter and other intellectual property matters. 3. The Committee shall meet as mutually decided by the Parties. Committee meetings may be held in person or by any technological means decided by the Parties. 4. The Parties may decide to invite independent experts to attend Committee meetings, as appropriate. 5. The Committee shall: (a) discuss topics relevant to the protection and enforcement of intellectual property rights covered by this Chapter, and any other relevant issue as decided by the Parties; (b) provide a forum for consultations pursuant to Article 14.8(1)(c) (Public Health Measures) and Article 14.101 (Technical Consultations); and (c) oversee the Parties' cooperation under this Chapter. 6. Members of the Committee may attend, by invitation, meetings of other committees established under this Agreement. Article 14.14: Cooperation in the Field of Intellectual Property The Parties shall endeavour to increase opportunities for cooperation in the field of intellectual property. This cooperation may include: (a) promoting communication between the Parties' respective competent authorities that have an interest in the field of intellectual property; 7 For greater certainty,paragraph 3 does not require a Party to make available on the government website the entire dossier forthe relevant registeredor granted intellectual property right. (b) exchanging information on: (i) each Party's laws, regulations, procedures, and experiences in the field of intellectual property; (ii) the implementation of intellectual property systems aimed at promoting the efficient registration of intellectual property rights; (iii) best practices on the enforcement of intellectual property rights; (iv) the implementation of multilateral intellectual property agreements, such as those concluded or administered under the auspices of WIPO; (v) policies, programs, or issues relating to: (A) the generation, use, and protection of intellectual property by micro, small, and medium-sized enterprises; (B) public awareness of intellectual property rights, including education and awareness programs aimed at groups that are underrepresented in the intellectual property system; (C) the prevention of misuses of intellectual property rights, such as minimum requirements for patent demand letters, and evolving policy matters, such as the licensing and enforcement of standard essential patents; or (D) intermediaries, such as the provision of limitations and exceptions regarding the liability of intermediary service providers for infringements taking place on or through communication networks, in relation to the provision or use of their services; (vi) the collection of data, including sex-disaggregated data and diversity-focused statistics, for the purposes of evidence-based decision-making; or (vii) intellectual property issues relevant to: (A) research and science; (B) the generation, transfer, and dissemination of technology; (C) the commercialization of research and development, innovation, and economic growth, including the valuation of intellectual property; or (D) global issues such as climate change, public health, and food security. Article 14.15: Cooperation in the Area of Geographical Indications The Parties shall endeavour to cooperate to facilitate the application process for the authorities responsible for particular geographical indications of each Party, notably by discussing and providing clarifications on: (a) respective application procedures of the Parties; (b) information they each require to be included in the applications; or (c) how to protect a Party's geographical indications for handicrafts and industrial products under the other Party's trademarks regime, if the other Party does not protect handicrafts and industrial products as geographical indications in its jurisdiction. Article 14.16: Cooperation in the Area of Genetic Resources, Traditional Knowledge, and Traditional Cultural Expressions 1. The Parties shall endeavour to cooperate through their respective

agencies responsible for intellectual property, or other relevant institutions, with the participation of holders of traditional knowledge and traditional cultural expressions, if appropriate, to enhance the understanding of issues relating to intellectual property and: (a) genetic resources; (b) traditional knowledge, including traditional knowledge associated with genetic resources; or (c) traditional cultural expressions. 2. Further to Article14.71(Pursuit of Quality Patent Examination), the Parties may cooperate in the training of patent examiners in the examination of patent applications related to traditional knowledge associated with genetic resources. 3. The Parties shall endeavour to cooperate under the auspices of WIPO to promote multilateral understanding and information sharing on issues relating to traditional knowledge, including traditional knowledge associated with genetic resources, and traditional cultural expressions. Article 14.17: Cooperation in the Area of Enforcement of Intellectual Property Rights 1. The Parties recognize the challenges related to theenforcement of intellectual property rights, particularly in trans-border contexts. The Parties shall endeavour to cooperate, as appropriate, to limit the economic and social costs of counterfeit trademark goods, counterfeit geographical indication goods, and pirated copyright goods in accordance with each Party's law. 2. Each Party shall endeavour to encourage the development of expertise for the enforcement of intellectual property rights. The Parties shall also endeavour to exchange information and share best practices in areas of mutual interest relating to the enforcement of intellectual property rights in accordance with each Party's law. 3. The Parties' respectivecompetent authorities may cooperate, as appropriate, to better identify and target the inspection of shipments suspected of containing counterfeit trademark goods, counterfeit geographical indication goods, or pirated copyright goods. In doing so, the Parties shall endeavour to share: (a) information on innovative approaches that may be developed to provide greater analytical targeting of shipments that could contain counterfeit trademark goods, counterfeit geographical indication goods, or pirated copyright goods; and (b) information and intelligence regarding shipments of suspected counterfeit trademark goods, counterfeit geographical indication goods, or pirated copyright goods in appropriate cases. Article 14.18: Patent Cooperation 1. The Parties recognise the importance of having a high quality and efficient patent registration system as well as having simplified and streamlined procedures and processes of their respective patent offices for the benefit of all users of the patent system and the public as a whole. 2. The Parties shall endeavour to, if appropriate, cooperate among their respective patent offices to facilitate the sharing of search and examination work, and exchanges of information on quality assurance systems which may facilitate better understanding of the Parties' patent systems.8 3. The Parties shall endeavour to cooperate to reduce differences in the procedures and processes of their respective patent offices, with a view to reduce the complexity and cost of obtaining the grant of a patent. 4. The Parties recognise the importance of giving due consideration to ratifying or acceding to the Patent Law Treaty, or in the alternative, adopting or maintaining procedural standards consistent with the objective of the Patent Law Treaty. Article 14.19: Cooperation in the Area of Public Health The Parties shall endeavour to cooperate to promote multilateral understanding and information sharing on issues relating to intellectual property and public health. 8 This paragraph may apply to multilateral information sharing systems to support work-sharing initiatives. Article 14.20: Cooperation on Request Any cooperation activity undertaken pursuant to this Section must be on request. These activities must also be subject to the availability of resources, and on terms and conditions consented to by the Parties. Section C: Trademarks Article 14.21: Types of Signs Registrable as Trademarks A Party shall not require, as a condition of registration, that a sign be visually perceptible, and a Party shall not deny registration of a trademark only on the ground that the sign of which it is composed is a sound or hologram. A Party may require a concise and accurate description, or graphical representation, or both, as applicable, of the trademark. Article 14.22: Collective and Certification Marks Each Party shall provide that trademarks include collective marks. Each Party shall also protect certification marks. A Party is not obligated to treat certification marks as a separate category in its law, provided that those marks are protected. Each Party shall also provide that signs that may serve as geographical indications are capable of protection under its trademark system.9 Article 14.23: Use of Identical or Similar Signs Each Party shall provide that the owner of a registered trademark has the exclusive right to prevent third parties that do not have the owner's consent from using in the course of trade identical or similar signs for goods or services that are related to those goods or services in respect of which the owner's trademark is registered, if that use would result in a likelihood of confusion. In the case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed. Article 14.24: Exceptions A Party may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that those exceptions take account of the legitimate interest of the owner of the trademark and of third parties. 9 Consistent with thedefinition ofageographical indication in Article 14.1 (Definitions), any sign or combination of signs shallbe eligible for protectionunder one or more of thelegal means for protectinggeographical indications, ora combination of those means. Article 14.25: Well-Known Trademarks 1. A Party shall not requireas a condition for determining that a trademark is well-known that the trademark has been registered in the Party or in another jurisdiction, included on a list of well-known trademarks, or given prior recognition as a well-known trademark. 2. Article 6bis of the Paris Convention shall apply, mutatis mutandis, to goods or services that are not identical or similar to those identified by a well-known trademark10, provided that use of that trademark in relation to those goods or services would indicate a connection between those goods or services and the owner of the trademark, and provided that the interests of the owner of the trademark are likely to be damaged by such use. 3. Each Party recognises the importance of the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks, as adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO held from 20 to

29 September 1999. 4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark11, for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide those measures including in cases in which the subsequent trademark is likely to deceive. Article 14.26: Bad Faith Trademark Applications Each Party shall provide, in accordance with its law, that its competent authority has the authority to refuse an application or cancel a registration if the application to register the trademark was made in bad faith. Article 14.27: Procedural Aspects of Examination, Opposition, and Cancellation Each Party shall provide a system for the examination and registration of trademarks that includes among other things: (a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register a trademark; (b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register a trademark; 10 Indetermining whether a trademark is well-knownina Party,that Party neednot require that the reputation ofthe trademark extend beyond thesector ofthepublic that normallydeals with the relevant goods or services. 11 The Parties understand that awell-known trademark is one that was already well-knownbefore,as determined by a Party, the application for, registration of,or useof the first-mentioned trademark. (c) providing an opportunity to oppose the registration of a trademark or to seek cancellation12 of a trademark; and (d) requiring decisions13made by a competent authority in opposition and cancellation proceedings to be reasoned and in writing, which may be provided by electronic means. Article 14.28: Electronic Trademarks System 1. Each Party shall provide a system for the electronic application for, and renewal of, trademarks. Each Party shall ensure that this system provides applicants with the ability to electronically: (a) amend trademark applications; (b) group goods or services according to the classification established by the Nice Agreement; (c) transfer ownership; and (d) file, and respond to, trademark opposition proceedings, including the ability to send general correspondence in relation to these proceedings. 2. Each Party shall provide a publicly available electronic information system, including an online database, of trademark applications and of registered trademarks. Article 14.29: Classification of Goods and Services Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement. Each Party shall provide that: (a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Agreement;14 and (b) goods or services may not be considered as being similar to each other on the ground that, in any registration or publication, they are classified in the same class of the Nice Agreement. Conversely, each Party shall provide that goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication, they are classified in different classes of the Nice Agreement. 12 For greater certainty,cancellation for the purposes ofthis Sectionmay be implemented throughnullification or revocation proceedings. 13 A Party may complywiththis obligationby requiring decisions madeby an administrativebody inoppositionand cancellation proceedings tobereasoned and in writing. 14 A Party that relies on translationsof the Nice Agreement shall follow updatedversions of the NiceAgreement to the extent that official translations havebeen issued and published. Article 14.30: Term of Protection for Trademarks Each Party shall provide that initial registration and each renewal of registration of a trademark is for a term of no less than 10 years. Article 14.31: Recordal of a Licence A Party shall not discourage or impede the voluntary licensing of a trademark by imposing recordal conditions that: (a) are excessive or discriminatory; or (b) reduce the value of the trademark. Article 14.32: Domain Names 1. In connection with each Party's system for the management of its country-code top-level domain (ccTLD) domain names, the following shall be available: (a) an appropriate procedure for the settlement of disputes, based on, or modelled along the same lines as, the principles established in the Uniform Domain-Name Dispute-Resolution Policy, as approved by the Internet Corporation for Assigned Names and Numbers or that: (i) is designed to resolve disputes expeditiously and at low cost; (ii) is fair and equitable; (iii) is not overly burdensome; and (iv) does not preclude resort to judicial proceedings; and (b) online public access to a reliable and accurate database of contact information concerning domain name registrants, in accordance with each Party's law and, if applicable, relevant administrator policies regarding protection of privacy and personal data. 2. In connection with each Party's system for the management of ccTLD domain names, appropriate remedies15 shall be available at least in cases in which a person registers or holds, with a bad faith intent to profit, a domain name that is identical or confusingly similar to a trademark. Article 14.33: Country Names Each Party shall provide the legal means for interested persons to prevent commercial use of the country name of a Party in relation to a good in a manner that misleads consumers as to the origin of that good. 15 The Parties understand that these remediesmay include revocation, cancellation,transfer,damages, or injunctive relief. Section D: Geographical Indications Article 14.34: Recognition of Geographical Indications 1. Each Party shall ensure in its laws and regulations adequate and effective means to protect geographical indications.16 The Parties recognize that geographical indications may be protected through a trademark or a sui generis system or other legal means. 2. Each Party shall ensure that the means to protect geographical indications referred to in paragraph 1 are consistent with the TRIPS Agreement. Article 14.35: Procedures for the Protection17 of Geographical Indications Each Party shall provide administrative or judicial procedures for the protection of geographical indications, whether through a trademark or a sui generis system, and with respect to applications for that protection, each Party shall: (a) accept those applications without requiring intercession by the other Party on behalf of its nationals; (b) process those applications without imposing overly burdensome formalities; (c) ensure that its laws and regulations governing the filing of those applications are readily available to the public and clearly set out the procedures for these actions; (d) make available information sufficient to allow the general public to obtain

guidance concerning the procedures for filing applications and the processing of those applications in general; (e) allow an applicant or their representative to ascertain the status of specific applications; (f) require that applications may specify particular translation for which protection is being sought; (g) examine applications; (h) ensure that those applications are published for opposition and provide procedures for opposing geographical indications that are the subject of applications; (i) provide a reasonable period of time during which an interested person may oppose the application. That period shall allow for a meaningful opportunity for any interested person to participate in an opposition process; 16 For greater certainty,a Party shall provide adequate and effectivemeans to protect geographical indications to the extent provided for byits law. 17 For the purposes of this Section,the protection ofa geographical indication includes the recognition of that geographical indication. (j) require that decisions in opposition and cancellation18proceedings be reasoned and in writing, which may be provided by electronic means; and (k) provide for cancellation of the protection afforded to a geographical indication. Article 14.36: Grounds of Opposition and Cancellation19 1. With respect to the procedures referred to in Article 14.35 (Procedures for the Protection of Geographical Indications), each Party shall provide procedures that allow interested persons to oppose the protection of a geographical indication, and that allow for that protection to be refused or otherwise not afforded, at least, on the grounds that the geographical indication is a term customary in common language as the common name20 for the relevant good in the territory of the Party. 2. Each Party shall provide procedures that allow for interested persons to seek the cancellation of a geographical indication, and that allow for the protection to be cancelled, at least, on the grounds referred to in paragraph 1. 3. A Party shall not preclude the possibility that theprotection of a geographical indication may be cancelled, or otherwise cease, on the basis that the protected term has ceased meeting the conditions upon which the protection was originally granted in that Party. 4. If a Party provides protection of a geographical indication through the procedures referred to in Article 14.35 (Procedures for the Protection of Geographical Indications) to the translation or transliteration of that geographical indication, that Party shall make available procedures that are equivalent to, and grounds that are the same as, those referred to in paragraphs 1 and 2 with respect to that translation or transliteration. Article 14.37: Multi-Component Terms With respect to the procedures in Article 14.35 (Procedures for the Protection of Geographical Indications) and Article 14.36 (Grounds of Opposition and Cancellation), an individual component of a multi-component term that is protected as a geographical indication in the territory of a Party shall not be protected in that Party if that individual component is a term customary in the common language as the common name for the associated good. 18 For greater certainty,for thepurposesof this Section, cancellation may beimplemented through nullificationor revocation proceedings. 19 A Party is not required to apply this Article to geographical indications for wines and spirits or to applications for thosegeographical indications. 20 For greater certainty,if a Party chooses to apply this Article to geographical indications forwines and spirits or applications forthose geographical indications, that Party is not requiredtoprotect a geographical indicationof the other Party with respect to products of thevineforwhichthe relevant indication is identical with thecustomary name of a grapevariety existing in theterritoryof that Party. Article 14.38: Date of Protection of a Geographical Indication The protection of a geographical indication through the procedures referred to in Article 14.35 (Procedures for the Protection of Geographical Indications) shall commence no earlier than the filing date21 in the Party or the registration date in the Party, as applicable. Article 14.39: International Agreements 1. If a Party commits to protect a geographical indication pursuant to an international agreement, as of the applicable date under paragraph 6, involving a Party or a non-Party, that Party shall, prior to protecting that geographical indication, apply the procedures in Article 14.35 (Procedures for the Protection of Geographical Indications)22 and Article 14.36 (Grounds of Opposition and Cancellation), as well as: (a) with respect to multi-component terms, specifying the components, if any, for which protection is being considered, or the components that are disclaimed; and (b) inform the other Party ofthe opportunity to oppose, no later than the commencement of the opposition period.23 2. In respect of international agreements referred to in paragraph 6 that permit the protection of a new geographical indication, a Party shall, prior to protecting or recognizing that geographical indication, apply the procedures in Article 14.35 (Procedures for the Protection of Geographical Indications) and Article 14.36 (Grounds of Opposition and Cancellation), as well as inform the other Party of the opportunity to oppose, no later than the commencement of the opposition period.24 3. For the purposes of this Article, a Party shall not preclude the possibility that the protection of a geographical indication could cease.25 4. For the purposes of this Article, a Party is not required to apply Article 14.36 (Grounds of Opposition and Cancellation), or obligations equivalent to Article 14.36, to geographical indications for wines and spirits or applications for those geographical indications. 5. The protection that each Party provides pursuant to paragraph 1 shall commence no earlier than the date on which that agreement enters into force or, if that Party grants that protection on a date after the entry into force of that agreement, on that later date. 21 For greater certainty,the filing date referred to in this paragraph includes, as applicable, the priority filing date under the Paris Convention. 22 For greater certainty,an administrativeor judicial body shalldecide on theprotection ofthatgeographical indication. 23 For greater certainty,a Party canfulfillthis obligation by complying withtheobligations under subparagraphs (h) and (i) of Article 14.35 (Procedures for the Protectionof Geographical Indications). 24 For greater certainty,a Party canfulfillthis obligation by complying withtheobligations under subparagraphs (h) and (i) of Article 14.35 (Procedures for the Protectionof Geographical Indications). 25 A Party is not required to apply this provision to geographical indications forwines and spirits or toapplications for thosegeographical indications. 6. A Party shall not be required to apply this Article to geographical indications that have been specifically identified in, and that are protected pursuant to an international agreement involving the other Party or a non-Party, provided that the agreement was concluded prior to the date of entry

into force of this Agreement. Article 14.40: Protection of Geographical Indications The Parties recognize that each Party may have terms for wines, spirits, agricultural products, foods, handicrafts, orindustrial products that originate and are protected as geographical indications in their respective territories. In order to seek intellectual property protection in the other Party's territory, the authorities of a Party responsible for the particular terms shall apply for protection in the territory of the other Party in accordance with the procedures and requirements prescribed by the law of that Party. Section E: Patents Article 14.41: Patentable Subject Matter 1. Subject to paragraph 3, each Party shall make patents available for any invention, whether a product or process, in all fields of technology, provided that the invention is new, involves an inventive step, and is capable of industrial application.26 2. Subject to paragraph 3 and consistent with paragraph 1, each Party shall make patents available for inventions claimed as at least one of the following: new uses of a known product, new methods of using a known product, or new processes of using a known product. A Party may limit those new processes to those that do not claim the use of the product as such. 3. A Party may exclude from patentability inventions, the prevention within its territory of the commercial exploitation of which is necessary to protect ordre public or morality, including to protect human, animal, or plant life or health or to avoid serious prejudice to nature or the environment, provided that such exclusion is not made merely because the exploitation is prohibited by its law. A Party may also exclude from patentability: (a) diagnostic, therapeutic, and surgical methods for the treatment of humans or animals; or (b) plants and animals other than microorganisms, and essentially biological processes for the production of plants or animals, other than nonbiological and microbiological processes.27 26 For the purposes of this Section,aParty may deem theterms "inventivestep" and "capable of industrial application" to be synonymous with theterms "non-obvious"and "useful", respectively. In determinations regardinginventive step, or non-obviousness, each Party shall consider whether theclaimed invention would havebeen obvious to a person skilled,or having ordinaryskillinthe art, having regard to thepriorart. 27 Consistent with paragraph 1, each Party confirms that patents areavailable at least for inventions that are derived from plants. Article 14.42: Rights Conferred 1. Each Party shall provide that a patent shall confer on its owner the following exclusive rights: (a) where the subject matter of a patent is a product, to prevent third parties not having the owner's consent from the acts of making, using, offering for sale, selling, or importing for these purposes that product; and (b) where the subject matter of a patent is a process, to prevent third parties not having the owner's consent from the act of using the process, and from the acts of using, offering for sale, selling, or importing for these purposes at least the product obtained directly by that process. 2. Patent owners shall also have the right to assign, or transfer by succession, the patent and to conclude licensing contracts. Article 14.43: Non-Prejudicial Disclosures Each Party shall disregard at least information contained in public disclosures used to determine if an invention is novel or has an inventive step, if the public disclosure:28, 29 (a) was made by the patent applicant or by a person that obtained the information directly or indirectly from the patent applicant; and (b) occurred within 12 months prior to the date of the filing of the application in the territory of the Party. Article 14.44: Patent Revocation 1. Each Party shall provide that a patent may be cancelled30, revoked, or nullified only on grounds that would have justified a refusal to grant the patent. A Party may also provide that fraud, misrepresentation, or inequitable conduct may be the basis for cancelling, revoking or nullifying a patent or holding a patent unenforceable. 2. Notwithstanding paragraph 1, a Party may provide that a patent may be revoked, provided it is done in a manner consistent with Article 5A of the Paris Convention and the TRIPS Agreement. 28 A Party shall not berequired to disregard information containedinapplications for, orregistrations of, intellectual property rightsmade available tothepublicor publishedby apatent office,unless erroneously published orunless the application was filed without theconsent of theinventor ortheir successor in title,byathirdperson who obtained the information directly or indirectlyfromtheinventor. 29 For greater certainty,a Party may limit the application ofthis Article to disclosures made by, orobtained directly or indirectly from,the inventor or joint inventor.Forgreater certainty,aParty may providethat, for thepurposes of this Article, informationobtained directly orindirectly from thepatent applicant maybeinformation contained in thepublic disclosure that was authorised by,or derived from, the patentapplicant. 30 The Parties affirm Article.14.4 (Natureand Scopeof Obligations), whichprovides each Party the freedomto determine the appropriate methodof implementingtheprovisions of this Chapter withinits own legalsystem and practice, and the Parties understand that a Party can chooseto implement this paragraph through invalidation proceedings, as appropriate. Article 14.45: Recordal of a Licence A Party shall not discourage or impede the voluntary licensing of a patent by imposing recordal conditions that: (a) are excessive or discriminatory; or (b) reduce the value of the patent. Article 14.46: Exceptions A Party may provide limited exceptions to the exclusive rights conferred by a patent, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent and do not unreasonably prejudice the legitimate interests of the patent owner, taking account of the legitimate interests of third parties. Article 14.47: Other Use Without Authorisation of the Right Holder The Parties understand that nothing in this Chapter limits a Party's rights and obligations under Article 31 of the TRIPS Agreement, and any waiver or any amendment to that Article that the Parties accept.31 Article 14.48: Patent Filing Each Party shall provide that if an invention is made independently by more than one inventor, and separate applications claiming that invention are filed with, or for, the relevant authority of the Party, that Party shall grant the patent on the application that is patentable and that has the earliest filing date or, if applicable, priority date, unless that application has, prior to publication, been withdrawn, abandoned, or refused. Article 14.49: Amendments, Corrections, and Observations Each Party shall provide a patent applicant with at least one opportunity to make amendments, corrections, and observations in connection with its application.32 Article 14.50: Publication of Patent Applications 1. Recognising the benefits of transparency in the patent system, each Party shall endeavour to publish pending applications promptly after

the expiration of 18 months from the filing date or, if priority is claimed, from the earliest priority date. 2. If a pending application is not published promptly in accordancewith paragraph 1, a Party shall publish that application or the corresponding patent, as soon as practicable. 31 For greater certainty,a waiver ofor amendment to Article31 of the TRIPS Agreement includes Article 31bis of the TRIPS Agreement. 32 A Party may provide that those amendments donot go beyond thescopeof thedisclosure oftheinvention, as ofthe filingdate. 3. Each Party shall provide that an applicant may request the early publication of an application prior to the expiration of the period referred to in paragraph 1. Article 14.51: Information Relating to Published Patent Applications and Granted Patents 1. For granted patents, and in accordance with the Party's requirements for prosecution of those patents, each Party shall make available to the public at least the following information, to the extent that such information is in the possession of the competent authorities and is generated on, or after, the date of the entry into force of this Agreement: (a) search and examination results, including details of, or information related to, relevant prior art searches; and (b) patent and non-patent related literature citations submitted by applicants and relevant third parties. 2. For granted patents, and in accordance with the Party's requirements for prosecution of those patents, each Party shall endeavour to make available to the public, as appropriate, non-confidential communications from patent applicants, to the extent that such information is in the possession of the competent authorities and is generated on, or after, the date of the entry into force of this Agreement. 3. For published patent applications, and in accordance with the Party's requirements for prosecution of those applications, each Party shall endeavour to make available to the public at least the following information, to the extent that such information is in the possession of the competent authorities and is generated on, or after, the date of the entry into force of this Agreement: (a) search and examination results, including details of, or information related to, relevant prior art searches; (b) as appropriate, non-confidential communications from applicants; and (c) patent and non-patent related literature citations submitted by applicants and relevant third parties. Article 14.52: Regulatory Review Exception Without prejudice to the scope of, and consistent with, Article 14.46. (Exceptions), each Party shall adopt or maintain a regulatory review exception.33 33 For greater certainty,consistent with Article 14.46 (Exceptions),nothingprevents a Party fromprovidingthat regulatory review exceptions apply forpurposes of regulatory reviews in thatParty,in another country, or both. Article 14.53: Protection of Undisclosed Test or Other Data for Pharmaceutical Products If a Party requires, as a condition of approving the marketing of a pharmaceutical product that utilises a new chemical entity, the submission of undisclosed test or other data, the origination of which involves a considerable effort, the Party shall protect that data against unfair commercial use. The Party shall also protect that data against disclosureexcept if the disclosure is necessary to protect the public or unless steps are taken to ensure that the data are protected against unfair commercial use. Article 14.54: Protection of Undisclosed Test or Other Data for New Agricultural Chemical Products 1. If a Party requires, as a condition for granting marketing approval34for a new agricultural chemical product, the submission of undisclosed test or other data concerning the safety and efficacy of the product35,that Party shall not permit third persons, without the consent of the person that previously submitted that information, to market the same or a similar36 product on the basis of that information or the marketing approval granted to the person that submitted that test or other data for at least 10 years37from the date of marketing approval of the new agricultural chemical product in the territory of the Party. 2. If a Party permits, as a condition of granting marketing approval fora new agricultural chemical product, the submission of evidence of a prior marketing approval of the product in another territory, that Party shall not permit third persons, without the consent of the person that previously submitted undisclosed test or other data concerning the safety and efficacy of the product in support of that prior marketing approval, to market the same or a similar product based on that undisclosed test or other data, or other evidence of the prior marketing approval in the other territory, for at least 10 years from the date of marketing approval of the new agricultural chemical product in the territory of the Party. 3. For the purposes of this Article, a new agricultural chemical product is one that contains38 a chemical entity that has not been previously approved in the territory of the Party for use in an agricultural chemical product. 34 For the purposes of this Article,theterm "marketing approval" is synonymous with "sanitary approval" under a Party's law. 35 Each Party confirms that theobligations of this Article apply to cases in whichtheParty requires the submissionof undisclosed test or other data concerning:(a) onlythe safety of theproduct; (b) only the efficacy of the product; or(c) both. 36 For greater certainty,for thepurposes of this Article, an agricultural chemical product is "similar"toapreviously approved agricultural chemical productif the marketing approval, or, inthe alternative, theapplicant's request for that approval,of that similar agricultural chemical product is based upon theundisclosedtest or other data concerning the safety and efficacy ofthepreviously approved agricultural chemical product, orthepriorapproval ofthat previously approvedproduct. 37 For greater certainty,a Party may limit the period of protectionunder this Article to 10 years. 38 For the purpose of this Article, aParty may treat "contain" to mean utilise. For greater certainty,for the purposes of this Article, a Party may treat "utilise" as requiring the new chemical entity to be primarily responsible for the product's intended effect. Section F: Industrial Designs Article 14.55: Protection 1. Each Party shall ensure adequate and effective protection of industrial designs consistent with Articles 25 and 26 of the TRIPS Agreement. 2. Each Party shall make protection for industrial designs available for designs: (a) embodied in a part of an article;39 or, alternatively, (b) having a particular regard, where appropriate, to a part of an article in the context of the article as a whole. 3. Each Party shall make protection for industrial designs available for designs applied to a set of articles. Article 14.56: Improving Design Systems The Parties recognise the importance of improving the quality and efficiency of their respective industrial design registration systems, as well as facilitating the process of cross-border acquisition of rights in their respective industrial design systems.

Article 14.57: Electronic Industrial Design System 1. Each Party shall provide a: (a) system for the electronic application for industrial design rights; and (b) publicly available electronic information system, which shall include an online database of protected industrial designs. 2. Each Party shall endeavour to participate in the WIPO Digital Access Service for the secure exchange of priority and similar documentation in connection with industrial design applications. Article 14.58: Term of Protection 1. Each Party shall provide a term of protection for industrial designs of at least 10, or alternatively 1540, years from either: (a) the date of filing; or 39 For greater certainty,a Party's law may designate a design embodied in apart ofan article as a "partial design". 40 For greater certainty,if a Party provides a termof more than 10 years, that Party shallnotdecreasethe term to less than15years. (b) the date of grant or registration. 2. If a Party at any time provides a term of protection of 15 years, or longer, that Party shall not decrease the term to less than 15 years. Article 14.59: Recordal of a Licence A Party shall not discourage or impede the voluntary licensing of an industrial design by imposing recordal conditions that: (a) are excessive or discriminatory; or (b) reduce the value of the industrial design. Article 14.60: Non-Prejudicial Disclosures If a Party disregards information contained in public disclosures used to determine if an industrial design is new or original, that Party shall disregard this public disclosure if it occurred within six, or alternatively 1241, months prior to the filing date in the territory of the Party. If a Party at any time provides a period of 12 months, that Party shall not decrease the period to less than 12 months. Article 14.61: Graphical User Interface Each Party shall provide industrial design protection in relation to a new or original design for a graphical user interface design. Section G: Copyright and Related Rights Article 14.62: Protection Granted 1. Each Party shall comply with the following international agreements: (a) Articles 2 through 20 of the Berne Convention; (b) Articles 1 through 14 ofthe WCT; and (c) Articles 1 through 23 of the WPPT. 2. Each Party shall provide protections consistent with Articles 1 through 22 of the Rome Convention.42 41 For greater certainty,if a Party provides a periodof more than sixmonths,that Party shall provideaperiod ofat least 12 months. If a Partyprovides that periodof 12 months,or longer, that Party shallnotdecreasetheperiodto less than 12 months. 42 For greater certainty,this paragraphdoes not create anobligation to accedeto orratifythe Rome Convention. 3. To the extent permitted by the treaties referred to in paragraph 1 and paragraph 2, this Chapter shall not restrict each Party's ability to limit intellectual property protection that it accords to performances to those performances that are fixed in phonograms. Article 14.63: Term of Protection for Copyright and Related Rights 1. In cases in which the term of protection of a work, performance, or phonogram is to be calculated on the basis of the life of a natural person, each Party shall provide that the term shall be not less than the life of the author and 70 years after the author's death.43 2. In cases in which the term of protection of a work, performance, or phonogram is to be calculated on a basis other than the life of a natural person, each Party: (a) confirms that it shall provide the term of protection required under Article 14.62 (Protection Granted); and (b) shall provide a term of protection consistent with the TRIPS Agreement. Article 14.64: Protection of Technological Measures 1. For the purposes of this Article, a "technological measure"means a technology, device, or component that, in the normal course of its operation, is designed to prevent or restrict acts, in respect of works, performances, or phonograms, that are not authorised by authors, performers, or producers of phonograms, as provided for by the law of a Party. Without prejudice to the scope of copyright or related rights contained in the law of a Party, technological measures shall be deemed effective where the use of protected works, performances, or phonograms is controlled by authors, performers, or producers of phonograms through the application of a relevant access control or protection process, such as encryption or scrambling, or a copy control mechanism, that achieves the objective of protection. 2. Each Party shall provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that are used by authors, performers, or producers of phonograms in connection with the exercise of their rights in, and that restrict acts in respect of, their works, performances, and phonograms, which are not authorised by the authors, the performers, or the producers of phonograms concerned or permitted by its law. 43 The Parties understand that if aParty provides its nationals a term of copyrightprotectionthat exceeds life ofthe authorplus 70 years, nothingin this Article or Article 14.10 (National Treatment) precludes that Party fromapplying Article 7(8) of the Berne Convention with respect to the term in excessof the term provided in this subparagraph of protection for works of theother Party. 3. In order to provide the adequate legal protection and effective legal remedies referred to in paragraph 2, each Party shall at least: (a) to the extent provided by its law, provide protection against: (i) the unauthorised circumvention of an effective technological measure carried out knowingly or with reasonable grounds to know; and (ii) the offering to the publicby marketing of a deviceor product, including computer programs, or a service, as a means of circumventing an effective technological measure; and (b) provide protection in its law against the manufacture, importation, or distribution of a device or product, including computer programs, or provision of a service that: (i) is primarily designed orproduced for the purpose of circumventing an effective technological measure; or (ii) has only a limited commercially significant purpose other than circumventing an effective technological measure. 4. For the purposes of paragraph 3, the term "to the extent provided by its law" means that each Party has flexibility in implementing sub-subparagraphs (a)(i) and (ii). 5. In implementing paragraphs 2 and 3, a Party shall not be obliged to require that the design of, or design and selection of parts and components for, a consumer electronics, telecommunications, or computing product provide for a response to any particular technological measure, so long as the product does not otherwise contravene that Party's measures implementing these paragraphs.44 6. In providing adequate legal protection and effective legal remedies pursuant to paragraph 2, a Party may adopt or maintain appropriate limitations or exceptions to measures implementing the provisions of paragraphs 2 and 3. The obligations set forth in paragraphs 2 and 3 are without prejudice to the rights, limitations, exceptions, or defences to copyright or related rights infringement under the law of a Party. Article

14.65: Protection of Rights Management Information 1. For the purposes of this Article, “rights management information”means: (a) information that identifies the work, the performance, or the phonogram; the author of the work, the performer of the performance, or the producer of the phonogram; or the owner of any right in the work, performance, or phonogram; (b) information about the terms and conditions of use of the work, performance, or phonogram; or 44 The Parties understand that this Agreement does not require a Party to mandate interoperability in its law; there is no obligation for the informationcommunication technology industrytodesigndevices, products, components, or services to correspond to certain technological measures. (c) any numbers or codes that represent the information described in (a) and (b) above, when any of these items of information is attached to a copy of a work, performance, or phonogram, or appears in connection with the communication or making available of a work, performance, or phonogram to the public.45 2. To protect electronic rights management information, each Party shall provide adequate legal protection and effective legal remedies against any person knowingly performing, without authority, any of the following acts knowing, or having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any copyright or related rights: (a) to remove or alter any electronic rights management information; or (b) to distribute, import for distribution, broadcast, communicate, or make available to the public copies of works, performances, or phonograms, knowing that electronic rights management information has been removed or altered without authority. 3. In providing adequate legal protection and effective legal remedies pursuant to paragraph 2, a Party may adopt or maintain appropriate limitations or exceptions to measures implementing paragraph 2. The obligations set forth in paragraph 2 are without prejudice to the rights, limitations, exceptions, or defences to copyright or related rights infringement under the law of a Party. Article 14.66: Recordal of a Licence A Party shall not discourage or impede the voluntary licensing of a copyright or related right by imposing recordal conditions that: (a) are excessive or discriminatory; or (b) reduce the value of the copyright or the related right. Article 14.67: Government Use of Software Each Party shall adopt or maintain appropriate laws, regulations, policies, orders, government-issued guidelines, or administrative or executive decrees that provide that its government agencies use only non-infringing computer software protected by copyright and related rights, and, if applicable, only use that computer software in a manner authorized by the relevant licence. These measures shall apply to the acquisition and management of the software for government use. 45 In addition to paragraph 1, a Party may also treat informationthat confirmstheauthenticityof a work, performance, or phonogram as rightsmanagement information, if this itemof information: (a) is attached to acopy ofa work, performance, or phonogram; or (b) appears in connection with the communication ormaking availableof awork, performance, or phonogramto the public. Section H: Trade Secrets Article 14.68: Protection of Trade Secrets In fulfilling its obligations under paragraphs 1 and 2 of Article 39 of the TRIPS Agreement, each Party shall: (a) ensure that persons havethe legal means to prevent trade secrets lawfully in their control from being disclosed to, acquired by, or used by any other person46 without their consent in a manner contrary to honest commercial practices; and (b) not limit the duration ofprotection for a trade secret, so long as the conditions in the definition of trade secret in Article 14.1 (Definitions) exist. Article 14.69: Licensing and Transfer of Trade Secrets A Party shall not discourage or impede the voluntary licensing of a trade secret by imposing conditions that are excessive or discriminatory, or that reduce the value of the trade secret. Section I: Genetic Resources, Traditional Knowledge, and Traditional Cultural Expressions Article 14.70: Protection of Genetic Resources, Traditional Knowledge, and Traditional Cultural Expressions 1. The Parties affirm the importanceand value of genetic resources, traditional knowledge, including traditional knowledge associated with genetic resources, and traditional cultural expressions. 2. Subject to its international obligations, each Party may establish appropriate measures47 to protect genetic resources, traditional knowledge, and traditional cultural expressions. 3. The Parties recognize that disclosure related to genetic resources and traditional knowledge associated with genetic resources in respect of patent applications can enhance the efficacy, transparency, and quality of the patent system, and can also prevent patents from being granted erroneously for inventions that are not novel or inventive with regard to genetic resources and traditional knowledge associated with genetic resources.48 46 For greater certainty, the Parties understand that a “person”, as defined in Article 1.5 (Initial Provisions and General Definitions –General Definitions), includes a state-owned enterprise. 47 For greater certainty,the Parties understand that these “appropriate measures”areamatter for each Party to determine and may not necessarily involve its intellectual propertysystem. 48 For greater certainty,the Parties further recognizethat such disclosure may befacilitated in different ways, including processes for the submission ofrelevant prior art. 4. The Parties recognize that a Party may adopt or maintain disclosure requirements relating to the origin of genetic resources ortraditional knowledge associated with genetic resources, and that those requirements must be consistent with the Party’s international obligations. 5. Each Party shall make available its laws, regulations, or procedures with respect to disclosure referred to in paragraphs 3 and 4 on a government website, in a manner that enables interested persons and the other Party to become acquainted with them. Article 14.71: Pursuit of Quality Patent Examination Each Party shall endeavour to, in its patent-examination process: (a) takeinto account relevant publicly available documented information related to traditional knowledge associated with genetic resources in determining prior art; (b) providean opportunity for third parties to cite, in writing, to the competent examining authority prior art disclosures that may have a bearing on patentability, including prior art disclosures related to traditional knowledge associated with genetic resources; and (c) usepublicly available databases or digital libraries containing traditional knowledge associated with genetic resources, if applicable and appropriate. Article 14.72: Enforcement of Intellectual Property Rights Related to Genetic Resources, Traditional Knowledge, and Traditional Cultural Expressions Each Party confirms the availability of the remedies

and penalties provided under Section J (Enforcement of Intellectual Property Rights), in respect of genetic resources, traditional knowledge, and traditional cultural expressions, if applicable, and provided that the subject matter is protected by that Party as intellectual property as defined in Article 14.1 (Definitions). Article 14.73: Engagement in Other Fora TheParties acknowledge each other's perspective on genetic resources, traditional knowledge, and traditional cultural expressions. The Parties value continued engagement in bilateral, plurilateral, and multilateral forums, including the WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge, and Folklore, to foster mutual understanding, and to support balanced and effective protection of genetic resources, traditional knowledge, and traditional cultural expressions. Section J: Enforcement of Intellectual Property Rights Article 14.74: General Obligations 1. Each Party shall ensure that enforcement procedures are available under its lawso as to permit effective action against any act of infringement of intellectual property rights49 covered by this Chapter, including expeditious remedies to prevent infringements and remedies which constitute a deterrent to further infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse. 2. Each Party shall ensure that its procedures concerning the enforcement of intellectual property rights are fair and equitable. Each Party shall ensure that these procedures are not unnecessarily complicated or costly, or entail unreasonable time limits or unwarranted delays. 3. In implementing this Section, each Party shall take into account the need for proportionality between the seriousness of the infringement of the intellectual property right and the applicable measures, remedies, and penalties, as well as, if applicable, the interests of third parties. 4. This Section does not create any obligation: (a) to put in place a judicial system for the enforcement of intellectual property rights distinct from that for the enforcement of law in general, nor does it affect the capacity for each Party to enforce its law in general; or (b) with respect to the distribution of resources as between the enforcement of intellectual property rights and the enforcement of law in general. 5. Each Party confirms that the enforcement procedures set forth in Subsection J-1 (Civil and Administrative Procedures and Remedies) and Subsection J-2 (Criminal Procedures and Penalties) shall be available to the same extent with respect to acts of trademark infringement, as well as copyright or related rights infringement, in the digital environment. 6. Each Party recognises the importance of promoting the adoption of measures to enhance government awareness of respect for intellectual property rights and of the detrimental effects of the infringement of intellectual property rights. 49 For the purposes of this Article,theinfringement of intellectual property rights includes themisappropriationof a trade secret. Article 14.75: Presumptions 1. In civil, criminal, and if applicable administrative proceedings, involving copyright or related rights, each Party shall provide for a presumption50 that, in the absence of proof to the contrary: (a) the person whose name is indicated in the usual manner51 as the author, performer, or producer of the work, performance, or phonogram, or if applicable the publisher, is the designated right holder in that work, performance, or phonogram; and (b) the copyright or related right subsists in that subject matter. 2. In connection with the commencement of a civil, administrative, or criminal enforcement proceeding involving a registered trademark that has been substantively examined by its competent authority, each Party shall provide that the trademark be considered prima facie valid. 3. In connection with the commencement of acivil or administrative enforcement proceeding involving a patent that has been substantively examined and granted52 by the competent authority of a Party, that Party shall provide that each claim in the patent be considered prima facie to satisfy the applicable criteria of patentability in its territory.53 Article 14.76: Enforcement Practices with Respect to Intellectual Property Rights 1. Each Party shall provide that final judicial decisions and administrative rulings of general application pertaining to the enforcement of intellectual property rights: (a) are preferably in writing and state any relevant findings of fact and the reasoning or the legal basis on which the decisions and rulings are based; and (b) are published54or, if publication is not practicable, otherwise made available to the public in a national language in such a manner as to enable interested persons and the otherParty to become acquainted with them. 50 For greater certainty,a Party may implement this Articleon the basis of sworn statements or documents having evidentiary value, suchas statutory declarations. A Party may alsoprovide that these presumptions arerebuttable presumptions that may berebutted by evidence to the contrary. 51 For greater certainty,a Party may establishthe means by which itshall determine what constitutes the "usual manner" for a particular physical support. 52 For greater certainty,nothinginthis Chapter prevents a Party frommakingavailable third-partyprocedures in connection with its fulfilment ofthe obligations under paragraphs 2and3. 53 For greater certainty,if a Party provides its administrative authorities with theexclusiveauthority to determine the validityof a registered trademarkor patent, nothing in paragraphs 2and3 shallprevent that Party's competent authority from suspendingenforcement procedures until thevalidity ofthe registered trademark orpatent is determined by the administrative authority. Inthosevalidity procedures, theparty challenging the validity oftheregistered trademark or patent shallberequired to provethat the registered trademark or patent is notvalid. Notwithstanding this requirement, a Party may require the trademark holder to provideevidenceof first use. 54 For greater certainty,a Party may satisfy the requirement for publication by making thedecision or ruling available to the publicon theInternet. 2. Each Party recognises the importance of collecting and analysing statistical data and other relevant information concerning infringements of intellectual property rights as well as collecting information on best practices to prevent and combat infringements and misappropriations of trade secrets. 3. Each Party shall endeavour to publish or otherwise make available to the public information on its efforts to enforce intellectual property rights in its civil, administrative, and criminal systems. Sub-Section J-1: Civil and Administrative Procedures and Remedies Article 14.77: Available Procedures Each Party shall make available to right holders civil judicial procedures concerning the enforcement of any intellectual property right covered in this Chapter.55 Article 14.78:

Injunctions Each Party shall provide that its judicial authorities have the authority to order injunctive relief that conforms to Article 44 of the TRIPS Agreement, including to prevent goods that involve the infringement of an intellectual property right under the law of the Party providing that relief from entering into the channels of commerce. Article 14.79: Damages 1. Each Party shall provide56 that, in civil judicial proceedings, its judicial authorities have the authority at least to order the infringer to pay the right holder damages adequate to compensate for the injury the right holder has suffered because of an infringement of that person's intellectual property right by an infringer who knowingly, or with reasonable grounds to know, engaged in infringing activity. 2. In determining the amount of damages under paragraph 1, each Party shall provide that its judicial authorities have the authority to consider any legitimate measure of value the right holder submits, which may include lost profits, the value of the infringed goods or services measured by the market price, or the suggested retail price. 3. At least in cases of copyright or related rights infringement and trademark counterfeiting, each Party shall provide that, in civil judicial proceedings, its judicial authorities have the authority to order the infringer, at least in cases described in paragraph 1, to pay the right holder the infringer's profits that are attributable to the infringement. 55 For the purposes of this Sub-Section, "right holders" include anyperson thathas thelegal standing and authorityto assert such rights. 56 A Party may provide that theright holder is not entitled to anyof theremedies set out in paragraphs 1 and 3 if there is a finding ofnon-useof a trademark. For greater certainty,thereis no obligation for aParty toprovide for the possibility of any of theremediesin paragraphs 1 and 3 tobeordered in parallel. Article 14.80: Legal Costs Each Party shall provide that its judicial authorities, if appropriate, have the authority to order57, at the conclusion of civil judicial proceedings concerning the infringement of at least copyright or related rights, trademarks, and patents that the prevailing party is awarded payment by the losing party of court costs or fees and appropriate attorney's fees, or any other expenses as provided for under that Party's law. Article 14.81: Civil Enforcement and Remedies for Trade Secrets 1. In fulfilling its obligationsunder paragraphs 1 and 2 of Article 39 of the TRIPS Agreement, each Party shall provide civil judicial procedures for any person lawfully in control of a trade secret to prevent, and obtain redress for, the misappropriation of the trade secret by any other person. 2. In connection with the civil judicial proceedings described in paragraph 1, each Party shall provide that its judicial authorities have the authority at least to order: (a) injunctive relief that conforms to Article 44 of the TRIPS Agreement against a person that misappropriated a trade secret; (b) a person that misappropriated a trade secret to pay damages adequate to compensate the person lawfully in control of the trade secret for the injury suffered because of the misappropriation of the trade secret58 and, if appropriate, because of the proceedings to enforce the trade secret; and (c) at the conclusion of the civil judicial proceedings described in paragraph 1, that the prevailing party be awarded payment by the losing party of court costs or fees, appropriate attorney's fees, or other expenses as provided for under that Party's law. Article 14.82: Destruction of Infringing Goods, Materials, and Implements Each Party shall provide that in civil judicial proceedings: (a) at least with respect to pirated copyright goods, counterfeit geographical indication goods, and counterfeit trademark goods, its judicial authorities have the authority, at the right holder's request, to order that the infringing goods be destroyed, except in exceptional circumstances, without compensation of any sort; 57 The Parties understand that aParty may further provide theprevailingparty with theopportunity to request that order subsequent to the conclusionofthe civil judicial proceedings concerning infringement if the prevailingparty failed to request that order in thoseproceedings. 58 For greater certainty,a Party may provide that thedetermination of damages is carried out after thedeterminationof misappropriation. (b) its judicial authorities have the authority to order that materials and implements that have been used in the manufacture or creation of the infringing goods be, without undue delay and without compensation of any sort, destroyed or disposed of outside the channels of commerce in such a manner as to minimise the risk of further infringement; and (c) in regard to counterfeit trademark goods, the simple removal of the trademark unlawfully affixed is not sufficient, other than in exceptional circumstances, to permit the release of goods into the channels of commerce. Article 14.83: Evidence and Right of Information 1. Each Party shall provide that its judicial authorities have the authority, if a party has presented reasonably available evidence sufficient to support its claims and has specified evidence relevant to substantiation of its claims which lies in the control of the opposing party, to order that this evidence be produced by the opposing party, subject in appropriate cases to conditions which ensure the protection of confidential information. 2. In cases in which a party to a proceeding voluntarily and without good reason refuses access to, or otherwise does not provide necessary information within a reasonable period, or significantly impedes a procedure relating to an enforcement action, a Party may accord judicial authorities the authority to make preliminary and final determinations, affirmative or negative, on the basis of the information presented to them, including the complaint or the allegation presented by the party adversely affected by the denial of access to information, subject to providing the parties an opportunity to be heard on the allegations or evidence. 3. A Party may provide its judicial authorities with the authority, unless this would be out of proportion to the seriousness of the infringement, to order the infringer to inform the right holder of the identity of third persons involved in the production and distribution of the infringing goods or services and of their channels of distribution. Article 14.84: Confidentiality Measures 1. In civil judicial procedures referred to in Article 14.77 (Available Procedures), each Party shall provide a means to identify and protect confidential information, unless this would be contrary to the Party's existing constitutional requirements. 2. Each Party shall provide that in civil judicial proceedings concerning the enforcement of intellectual property rights, its judicial or other authorities have the authority to impose sanctions on the parties to the proceeding, their counsel, experts, or other persons subject to the court's jurisdiction, for violation of judicial orders regarding the protection of confidential information produced or exchanged in that proceeding. Article 14.85: Abuse of Enforcement Procedures Each

Party shall ensure that its judicial authorities have the authority to order a party at whose request measures were taken and that has abused enforcement procedures with regard to intellectual property rights to provide to a party wrongfully enjoined or restrained adequate compensation for the injury suffered because of that abuse. The judicial authorities shall also have the authority to order the applicant to pay the defendant expenses, which may include appropriate attorney's fees. Article 14.86: Technological Protection Measures and Rights Management Information In civil judicial proceedings concerning the acts described in Article 14.64 (Protection of Technological Measures) and Article 14.65 (Protection of Rights Management Information): (a) each Party shall provide that its judicial authorities have the authority at least to:59 (i) impose provisional measures, including seizure or other taking into custody of devices and products suspected of being involved in the prohibited activity; (ii) order the type of damages available for copyright infringement, as provided under its law in accordance with this Article;60 (iii) order court costs, fees, or expenses as provided for under Article 14.80 (Legal Costs); and (iv) order the destruction of devices and products found to be involved in the prohibited activity, and (b) a Party may provide that damages shall not be available against a non-profit library, archive, educational institution, museum, or public non-commercial broadcasting entity, if it sustains the burden of proving that it was not aware or had no reason to believe that its acts constituted a prohibited activity. 59 For greater certainty,a Party may, but is not required to, put in placeseparate remedies in respect ofArticle 14.64 (Protection of Technological Measures) and Article 14.65 (Protectionof Rights Management Information),if those remedies are available under its copyright law. 60 If a Party's copyright lawprovides for bothpre-establisheddamages and additional damages, that Party may comply with the requirements of this subparagraph byprovidingforonly oneof theseforms of damages. Article 14.87: Provisional Measures 1. Each Party shall provide that its judicial authorities have the authority to order prompt and effective provisional measures: (a) against a party or, if appropriate, a third party over whom the relevant judicial authority exercises jurisdiction, to prevent an infringement of any intellectual property right from occurring, and in particular, to prevent goods that involve the infringement of an intellectual property right from entering into the channels of commerce; and (b) to preserve relevant evidence in regard to the alleged infringement. 2. In the civil judicial proceedings described in Article 14.81 (Civil Enforcement and Remedies for Trade Secrets), each Party shall provide that its judicial authorities have the authority to order prompt and effective provisional measures, such as orders to prevent the misappropriation of the trade secret and to preserve relevant evidence. 3. Each Party shall provide that its judicial authorities have the authority to adopt provisional measures inaudita altera parte if appropriate, in particular where any delay is likely to cause irreparable harm to the right holder, or where there is a demonstrable risk of evidence being destroyed. Each Party shall ensure that proceedings conducted inaudita altera parte do not entail unwarranted delays. 4. In civil judicial proceedings concerning copyright or related rights infringement, and trademark counterfeiting, each Party shall provide that its judicial authorities have the authority to order the seizure or other taking into custody of suspected infringing goods, materials, and implements relevant to the infringement, and, at least for trademark counterfeiting, documentary evidence relevant to the infringement. 5. Each Party shall provide that its judicial authorities have the authority to require the applicant for a provisional measure in respect of an intellectual property right to provide any reasonably available evidence in order to satisfy the judicial authority, with a sufficient degree of certainty, that the applicant's right is being infringed or that the infringement is imminent, or that the applicant's trade secret is being misappropriated or that the misappropriation is imminent, and to order the applicant to provide security or equivalent assurance set at a level sufficient to protect the defendant and to prevent abuse. That security or equivalent assurance shall not unreasonably deter recourse to those procedures. 6. Each Party may provide that if the provisional measures are revoked, if they lapse due to any act or omission by the applicant, or if it is subsequently found that there has been no infringement of an intellectual property right or misappropriation of a trade secret, its judicial authorities have the authority to order the applicant, upon request of the defendant, to provide the defendant appropriate compensation for any injury caused by these measures. Article 14.88: Application to Administrative Procedures To the extent that any civil remedy can be ordered as a result of administrative procedures on the merits of a case, each Party shall provide that those procedures conform to principles equivalent in substance to those set out in this Sub-Section. Sub-Section J-2: Criminal Procedures and Penalties Article 14.89: Wilful Counterfeiting and Piracy 1. Each Party shall provide for criminal procedures and penalties to be applied at least in cases of wilful trademark counterfeiting or copyright or related rights piracy on a commercial scale. In respect of wilful copyright or related rights piracy, "on a commercial scale" includes at least: (a) acts carried out for commercial advantage or financial gain; and (b) significant acts, not carried out for commercial advantage or financial gain, that have a substantial prejudicial impact on the interests of the copyright or related rights holder in relation to the marketplace.61,62 2. Each Party shall treat wilful importation or exportation of counterfeit trademark goods or pirated copyright goods on a commercial scale as unlawful activities subject to criminal penalties.63 3. Each Party shall provide for criminal procedures and penalties to be applied in cases of wilful importation64and domestic use, in the course of trade and on a commercial scale, of a label or packaging:65 (a) to which a trademark has been applied without authorisation that is identical to, or cannot be distinguished from, a trademark registered in its territory; and 61 A Party may provide that thevolumeandvalue ofanyinfringing items may be taken intoaccountin determining whether the act has a substantial prejudicial impact on the interestsof thecopyright or related rights holder in relation to the marketplace. 62 The Parties affirm Article 14.4 (Natureand Scopeof Obligations), whichprovides each Party the freedomto determine the appropriate methodof implementingtheprovisions of this Chapter withinits own legalsystem and practice. The Parties further understand that a Party may provideits judicial authorityeswith the authority todetermine whether an act is a

significant act that has a substantial prejudicial impact on theinterests of the copyrightor therelated rights holder in relation to themarketplace. 63 The Parties understand that aParty may comply with its obligationunder this paragraph by providing that distribution or sale ofcounterfeittrademark goods or pirated copyright goods ona commercial scale is an unlawful activity subject to criminal penalties. Furthermore, criminal procedures andpenaltiesas specified in paragraphs 1,2, and 3 are applicable in any free trade zones in a Party. 64 A Party may complywithits obligation relating to importation of labels or packaging through its measures concerning distribution. 65 A Party may complywithits obligations under this paragraph byproviding for criminal procedures and penaltiesto be applied to attempts to commita trademark offence. (b) that is intended to be used in the course of trade on goods or in relation to services that are identical to goods or services for which that trademark is registered. Article 14.90: Unauthorized and Wilful Misappropriation of a Trade Secret 1. Subject to paragraph 2, each Party shall provide for criminal procedures and penalties for the unauthorized and wilful misappropriation66 of a trade secret. 2. With respect to the acts referred to in paragraph 1, a Party may, as appropriate, limit the availability of its procedures, or limit the level of penalties available, to one or more of the following cases in which the act is: (a) for the purposes of commercial advantage or financial gain; or (b) related to a product or service in national or international commerce. Article 14.91: Prohibition of Unauthorized Disclosure or Use of a Trade Secret by Government Officials Outside the Scope of Their Official Duties 1. Each Party shall, if trade secrets may be submitted to a court or government entity, prohibit a government official at the central level of government from disclosing a trade secret without authorization and outside the scope of that person's official duties. 2. Each Party shall provide for in its law deterrent-level penalties, including monetary fines and imprisonment, to guard against the unauthorized disclosure of a trade secret described in paragraph 1. Article 14.92: Unauthorized Recording of a Cinematographic Work Each Party may provide for criminal procedures and penalties to be applied in accordance with its laws and regulations against a person who, without authorisation of the theatre manager or the holder of the copyright in a cinematographic work, makes a copy of that work or any part thereof, from a performance of the work in a motion picture exhibition facility open to the public. Article 14.93: Criminal Liability for Aiding and Abetting With respect to the offences for which this Sub-Section requires a Party to provide for criminal procedures and penalties, each Party shall ensure that criminal liability for aiding and abetting is available under its law. 66 For the purposes of this Article, "wilful misappropriation" requires a person tohaveknown that thetrade secret was acquired in a manner contrarytohonest commercial practices. Article 14.94: Criminal Enforcement 1. With respect to the offences described in Articles 14.89 (Wilful Counterfeiting and Piracy) through 14.93 (Criminal Liability for Aiding and Abetting), each Party shall provide: (a) penalties that include sentences of imprisonment as well as monetary fines sufficient to deter future acts of infringement, consistent with the level of penalties applied for crimes of a corresponding gravity;67 (b) that its judicial authorities have the authority, in determining penalties, to account for the seriousness of the circumstances, which may include circumstances that involve threats to, or effects on, health or safety;68 (c) that its judicial or other competent authorities have the authority to order the seizure of suspected counterfeit trademark goods or pirated copyright goods, any related materials and implements used in the commission of the alleged offence, documentary evidence relevant to the alleged offence, and assets derived from or obtained through the alleged infringing activity. If a Party requires identification of items subject to seizure as a prerequisite for issuing a judicial order referred to in this subparagraph, that Party shall not require the items to be described in greater detail than necessary to identify them for the purpose of seizure; (d) that its judicial authorities have the authority to order the forfeiture, at least for serious offences, of any assets derived from or obtained through the infringing activity; (e) that its judicial authorities have the authority to order the forfeiture or destruction of: (i) all counterfeit trademark goods or pirated copyright goods; (ii) materials and implements that have been predominantly used in the creation of pirated copyright goods or counterfeit trademark goods; and (iii) any other labels or packaging to which a counterfeit trademark has been applied and that have been used in the commission of the offence. In cases in which counterfeit trademark goods and pirated copyright goods are not destroyed, the judicial or other competent authorities shall ensure that, except in exceptional circumstances, those goods are disposed of outside the channels of commerce in such a manner as to avoid causing any harm to the right holder; (f) that forfeiture or destruction under subparagraph (c) and subparagraph (e) occur without compensation of any kind to the defendant; 67 The Parties understand that thereis noobligation foraPartytoprovide for the possibility of imprisonment and monetary fines to be imposed in parallel. 68 A Party may also account for those circumstances through a separate criminal offence. (g) that its judicial or other competent authorities have the authority to release or, in the alternative, provide access to, goods, material, implements, and other evidence held by the relevant authority to a right holder for civil69 infringement proceedings; and (h) that its competent authorities may act upon their own initiative to identify a potential offence and report that potential offence to the right holder. 2. With respect to the offences described in Articles 14.89 (Wilful Counterfeiting and Piracy) through 14.93 (Criminal Liability for Aiding and Abetting), a Party may provide that its judicial authorities have the authority to order the seizure or forfeiture of assets, or alternatively, a fine, the value of which corresponds to the assets derived from, or obtained directly or indirectly through, the infringing activity. Sub-Section J-3: Border and Other Measures Article 14.95: Application by the Right Holder 1. Each Party shall provide for applications to suspend the release of, or to detain, any suspected counterfeit trademark goods, confusingly similar trademark goods, or pirated copyright goods that are imported into the territory of the Party. 2. Each Party shall provide that a right holder, submitting an application referred to in paragraph 1 to initiate procedures for its competent authorities70 to suspend release of suspected counterfeit trademark goods, confusingly similar trademark goods, or pirated copyright goods into free circulation, is required to: (a) provide

adequate evidence to satisfy the competent authorities that, under the law of the Party providing the procedures, there is prima facie an infringement of the right holder's intellectual property right; and (b) supply sufficient information that may reasonably be expected to be within the right holder's knowledge to make the suspect goods reasonably recognisable by its competent authorities. The requirement to provide that evidence and information shall not unreasonably deter recourse to these procedures. 69 A Party may also providethis authority in connection with administrative infringement proceedings. 70 For the purposes of this Sub-Section,unless otherwise specified, competent authorities may includetheappropriate judicial,administrative, orlawenforcement authorities under aParty's law. 3. Each Party shall provide that its competent authorities have the authority to require a right holder submitting an application referred to in paragraph 1 to provide a reasonable security or equivalent assurance sufficient to protect the defendant and the competent authorities, and to prevent abuse. Each Party shall provide that such security or equivalent assurance does not unreasonably deter recourse to these procedures. A Party may provide that the security may be in the form of a bond conditioned to hold the defendant harmless from any loss or damage resulting from any suspension of the release of goods in the event the competent authorities determine that the article is not an infringing good. 4. Without prejudice to a Party's law pertaining to privacy or the confidentiality of information: (a) if a Party's competent authorities have detained or suspended the release of goods that are suspected of being counterfeit trademark goods, or pirated copyright goods, that Party may provide that its competent authorities have the authority to inform the right holder without undue delay of the names and addresses of the consignor, exporter, consignee, or importer; a description of the goods; the quantity of the goods; and, if known, the country of origin of the goods;71 or (b) if a Party does not provide its competent authority with the authority referred to in subparagraph (a) when suspect goods are detained or suspended from release, it shall provide, at least in cases of imported goods, its competent authorities with the authority to provide the information specified in subparagraph (a) to the right holder normally within 30 working days of the seizure or determination that the goods are counterfeit trademark goods, or pirated copyright goods. Article 14.96: Ex Officio Authority Each Party shall provide that its competent authorities may initiate border measures ex officio72 with respect to goods under customs control73 that are: (a) imported; (b) destined for export; or 71 For greater certainty,a Party may establishreasonable procedures to receiveoraccess that information. 72 For greater certainty,that ex officio action does not require a formal complaintfromathird party orrightholder. 73 For the purposes of this Sub-Section,a Party may treat goods under customs control as meaning goods that are subject to a Party's customs procedures. (c) in transit74, 75, and that are suspected of being counterfeit trademark goods or pirated copyright goods. Article 14.97: Determination of an Infringement 1. Each Party shall adopt or maintain a procedure by which its competent authorities may determine within a reasonable period of time after the initiation of the procedures described in Article 14.95 (Application by the Right Holder) and Article 14.96 (Ex Officio Authority), whether the suspect goods infringe an intellectual property right.76 2. Each Party shall provide that its competent authorities have the authority to order the destruction of goods following a determination that the goods are infringing. In cases in which the goods are not destroyed, each Party shall ensure that, except in exceptional circumstances, the goods are disposed of outside the channels of commerce in such a manner as to avoid any harm to the right holder. In regard to counterfeit trademark goods, the simple removal of the trademark unlawfully affixed shall not be sufficient, other than in exceptional cases, to permit the release of the goods into the channels of commerce. Article 14.98: Fees If a Party establishes or assesses, in connection with the procedures described in this Sub-Section, an application fee, storage fee, or destruction fee, that fee shall not be set at an amount that unreasonably deters recourse to these procedures. Article 14.99: Application to Small Consignments This Sub-Section also shall apply to goods of a commercial nature sent in small consignments. A Party may exclude from the application of this Sub-Section small quantities of goods of a non-commercial nature contained in travellers' personal luggage.77 74 This subparagraph applies to suspect goods that are in transitfromone customs office to another customs officein the Party's territory fromwhich the goodswill be exported. 75 As an alternativeto this subparagraph, a Party shall instead endeavour toprovide,if appropriate andwith aviewto eliminating international tradeincounterfeittrademark goods or pirated copyright goods, available information to the other Party in respect ofgoods that it has examinedwithouta localconsigneeandthat are transhipped throughits territoryand destined fortheterritoryof the other Party, to inform the other Party's efforts toidentify suspect goods upon arrival in its territory. 76 A Party may complywiththeobligation in this Article withrespect to adetermination thatsuspect goodsunder Article 14.95 (Application by theRightHolder) and Article 14.96 (Ex Officio Authority)infringe an intellectual property rightthroughadetermination that the suspect goods bear afalsetrade description. 77 For greater certainty,a Party may also exclude from theapplication ofthis Sub-Section small quantities of goods ofa non-commercial nature sent in small consignments. Article 14.100: Civil Remedies and Criminal Penalties for the Protection of Encrypted Program-Carrying Satellite and Cable Signals 1. For the purpose of this Article, "signal" means an encrypted program-carrying satellite or cable signal. 2. Each Party shall provide either civil remedies for right holders78 or criminal penalties79 against any person who: (a) manufactures, imports, sells, leases, or otherwise distributes a device or system that is primarily of assistance in decoding a signal without the authorization of the lawful distributor of that signal; or (b) decodes a signal and further distributes80 that decoded signal without the authorization of the lawful distributor of the signal. Section K: Final Provisions Article 14.101: Technical Consultations 1. A Party shall not have recourse to dispute settlement under Chapter 24(Dispute Settlement) for a matter arising under this Chapter without first seeking to resolve the matter in accordance with this Article.81 2. A Party (the requesting Party) may request technical consultations with the other Party (the responding Party) to discuss any matter arising under this Chapter which the requesting Party considers might

negatively affect their interests by delivering a written request to the responding Party's Contact Point. The request shall identify the reason for the request, including a description of the requesting Party's concerns about the matter. 3. A Party may haverecourse to consultations under this Article without prejudice to the commencement or continuation of cooperative activities under Section B: Cooperation. 4. Upon a request pursuant to paragraph 2, the Parties shall consult each other within the framework of the Committee established under Article 14.13 (Committee on Intellectual Property) to consider ways of reaching a mutually satisfactory outcome. 5. Subject to Paragraph 6, unless the Parties decide otherwise, they shall enter technical consultations no later than 30 days after the date of receipt of the request under Paragraph 2. 78 For the purposes of this Article, "right holders"means any person that holds an interest in the signalor its content, and that is injured by an act described in paragraph2. 79 A Party may apply criminal penaltiesonly to persons who willfully commit the acts described in paragraph2. 80 For greater certainty,a Party may interpret "further distribute" as "retransmit to thepublic". 81 For greater certainty,this Article is without prejudiceto the Partiesundertaking alternative methodsof dispute resolution under Article 24.6 (Good Offices, Conciliation, or Mediation). 6. In cases of urgency, including those involving perishable goods, technical consultations shall commence within 15 days of the date of receipt of the request by the other Party. 7. Consultations pursuant to this Article: (a) may be held in person orby any technological means decided by the Parties; and (b) shall be confidential and without prejudice to the rights of a Party in another proceeding. 8. Each Party shall: (a) endeavour to provide sufficient information to enable a full examination of the matter; (b) ensure the appropriate involvement of relevant officials and competent authorities in meetings held pursuant to this Article; and (c) make every effort to arrive at a mutually satisfactory resolution of the matter, which may include appropriate cooperative activities. 9. The Parties may request advice, onterms decided by the Parties, from independent experts to assist them. 10. If the Parties are able to resolve the matter, they shall document the outcome, including, if appropriate, specific steps and timelines decided upon. The Parties shall make the outcome available to the public, unless they decide otherwise. 11. If a matterreferred to in paragraph 2 is a matter referred to in Article 24.3 (Dispute Settlement – Scope and Coverage) and has not been resolved within: (a) 45 days after the date of receipt of the request for technical consultations; (b) 25 days after the date of receipt of the request for technical consultations for matters referred to in paragraph 6; or (c) any other period as the Parties may decide, the requesting Party may refer the matter to a panel pursuant to Article 24.7 (Dispute Settlement – Request for the Establishment of a Panel).

Chapter 15. COMPETITION POLICY AND STATE-OWNED ENTERPRISES

SectionA: Competition Policy Article 15.1: Definitions For the purposes of this Section: competition authority means an authority responsible for the enforcement of a Party's competition law; enforcement proceeding means a proceeding1 following an investigation into the alleged contravention of the competition laws and regulations, and does not include the consensual resolution of an issue between the competition authority and a person alleged to have contravened competition laws and regulations, if the allegation made by the competition authority is not contested; Article 15.2: Objectives 1. ThePartiesrecognise that anti-competitive business conduct including anti.competitive mergers, and misleading or deceptive commercial activities, as outlined in their respective competition or consumer protection laws and regulations, may distort the proper functioning of markets and offset the benefits of thisAgreement such as the facilitation of trade and investment between the Parties. 2. The objectives of this Section are to promote fair marketplace competition and enhance economic efficiency and consumer welfare. To this effect, the Parties shall endeavour to take appropriate measures to proscribe anti-competitive business conduct, including anti-competitive mergers, and misleading or deceptive commercial activities, to implement policies promoting competition and consumer protection, and to enhance the effectiveness of enforcement activities by cooperating on matters covered by this Section. Article 15.3: Competition Laws andAuthorities 1. Each Party shall maintain competition laws2 and regulations that proscribe anti.competitive business conduct, including anti-competitive mergers, and shall take appropriate action with respect to this conduct. 2. Each Party shall endeavour to apply its competition laws and regulations to all commercial activities in its territory. This shall not prevent a Party from applying its competition laws and regulations to a commercial activity outside its territory that have an appropriate nexus to its jurisdiction. 1 For Canada, this includes both ajudicial and administrativeproceeding. 2 For greater certainty,the competitionlaws of a Party may be civilor criminal in nature. 3. Each Party may provide for an exclusion or exemption from the application of its competition laws and regulations provided that the exclusion or exemption is transparent, established in its law, and based on grounds of public policy or public interest. 4. Each Party shall maintain a competition authority and ensure independence in decision-making by its competition authority or in relation to the enforcement of its competition laws and regulations. 5. Each Party shall ensure that its competition authority enforces its competition laws and regulations in accordance with the objectives set out in Article 15.2 (Objectives), and does not discriminate on the basis of nationality. 6. Each Party's competition authority shall adopt or maintain measures to promote the consideration of marketplace competition totheir respective Party's regulatory authorities and any other administrative body at any level of government with regards to the development, proposal or adoption of a regulatory measure. Article 15.4: Procedural Fairness 1. Each Party shall adopt or maintain publicly available procedures pursuant to which its competition law investigations are

conducted. If these investigations are not subject to definitive deadlines, subject to its law, each Party shall ensure its competition authority conducts its investigations within a reasonable time frame taking into account circumstances including the nature and complexity of the investigation. 2. Each Party shall, if appropriate and legally permissible, ensure that its competition authority informs a person that is the subject of an investigation as soon as practicable. This information must include the legal basis for the investigation and the alleged conduct under investigation. In determining the timing for informing a person of an investigation, a Party's competition authority may consider the status and specific needs of the investigation.3 3. Each Party shall endeavour, if appropriate and legally permissible, to provide a person who has been informed that they are the subject of an investigation, including with regard to a merger or other conduct, with a reasonable opportunity for meaningful and timely engagement on the relevant factual, legal, economic, and procedural issues, according to the status and specific needs of the investigation. 4. Each Party shall provide, in accordance with its law, for the protection of confidential information obtained by its competition authority during the investigative process. 5. Each Party shall ensure that its competition authority does not state or imply in an official communication to the public, revealing the existence of a pending or ongoing investigation against a particular person that the person referred to in that communication has in fact contravened the Party's competition laws and regulations. 3 For greater certainty,such considerations may includetheneed tokeep an investigation covert or to takeimmediate action to mitigate further harm. 6. Each Party shall ensure that its competition authority affords to a person who has allegedly contravened or is allegedly contravening a Party's competition laws and regulations a reasonable opportunity to be represented by legal counsel, including by: (a) allowing, at that person's request, counsel participation in a meeting or enforcement proceeding between the competition authority and the person4, and (b) recognising a privilege, as acknowledged by its law, if not waived, for lawful communications between the counsel and the person if the communications concern the soliciting or rendering of legal advice. 7. Each Party's competition authority shall maintain measures to preserve all relevant evidence, including exculpatory evidence, that it collects as part of an investigation until the investigation is discontinued or completed, or, if enforcement proceedings are initiated, until the enforcement proceeding is complete and all appeals are exhausted, or for any longer period of time set out in the Party's laws and regulations. 8. Each Party shall ensure that before anindependent and impartial judicial or administrative body imposes an order5 against a person for contravening its competition laws and regulations, it affords that person a reasonable opportunity in accordance with its law to: (a) obtain timely access to non-privileged information about the competition authority's reason for the investigation, including identification of the specific competition laws or regulations alleged to have been contravened; (b) if that person contests the allegations in an enforcement proceeding, (i) obtain timely access to non-privileged information that is necessary to prepare an adequate defence. Confidential third-party information shall only be provided to the person's legal counsel, and a competition authority is not obliged to produce information that is not already in its possession or control; (ii) be heard and present evidence in its defence before an independent and impartial judicial or administrative body, including, if applicable, to offer the analysis of a qualified expert, cross-examine a testifying witness, and review and rebut evidence; and (c) contest an allegation that the person has contravened competition laws and regulations before an independent and impartial judicial or administrative body. except that aParty mayprovide forthese opportunities within a reasonable time after it imposes an interim measure. 4 For Canada, this excludes an ex parte proceeding,or a search of premises pursuant to a search warrant. 5 For Canada thisincludes asanctionor remedy. 9. Each Party shall provide a person that is subject to an order imposed by an independent and impartial judicial or administrative body6 with the opportunity to seek review of that order by a court or independent tribunal. For greater certainty, each Party shall not be required to provide such opportunity if the person voluntarily agreed to the imposition of that order. 10. Each Party shall ensure that its competition authority7 has the burden of establishing the legal and factual basis for an alleged contravention of the Party's competition laws and regulations in an enforcement proceeding.A Party may require that a person alleged to have contravened the Party's competition laws and regulations has the burden of establishing defence to the allegation. 11. Each Party shall authorise its competition authority8 to resolve an alleged contravention of its competition laws and regulations voluntarily by consent of the competition authority9 and the person subject to the investigation. A Party may provide for this voluntary resolution to be subject to approval by an independent judicial or administrative body10 before becoming final. 12. Each Party shall adopt or maintain rules of procedure and evidence that apply to an enforcement proceeding concerning alleged contravention of its competition laws and regulations and the determination of an order by an independent and impartial judicial or administrative body.11These rules shall include procedures for introducing evidence, including expert evidence if applicable, and shall apply equally to all persons subject to an enforcement proceeding. Article 15.5: Transparency 1. The Parties recognise the value of making theircompetition lawenforcement guidelines and competition advocacy policies as transparent as practicable. 2. Each Party shall ensure that its competitions laws, regulations, and enforcement guidelines are publicly available. 3. On request of a Party, the other Party shall make available to the requesting Party public information concerning: (a) its competition law enforcement guidelines; and (b) exemptions to its competition laws and regulations. 4. Each Party shall ensure that a final decision from an enforcement proceeding finding a contravention of its competition laws and regulations sets out findings of fact and the reasoning12, including legal and, if applicable, economic analysis, on which the decision is based. 6 For Canada thisincludes asanctionor remedy. 7 For Canada, this includes thepublicprosecutor forcriminal prosecutions. 8 For Canada, this includes thepublicprosecutor forcriminal prosecutions. 9 For Canada, this includes thepublicprosecutor forcriminal prosecutions. 10 For Canada, this may include anadditional publiccomment period.

11 For Canada thisincludes asanctionor remedy. 12 For Canada, this does not apply to jury trials. 5. Each Party shall ensure that a final decision referred to in paragraph 4 and any order implementing that decision are published, or if publication is not practicable, made publicly available in a manner that enables an interested person or the other Party to become acquainted with them. 6. Each Party shall ensure that adecision or anorder that is published or made publicly available is redacted to the extent necessary in order to be consistent with that Party's laws and regulations regarding confidentiality, privilege and any other applicable exceptions, including the need to safeguard the confidentiality of the information on the grounds of public policy or public interest. Article 15.6: Confidentiality 1. Each Party shall have publicly available rules, policies, or guidance regarding the identification and treatment of confidential information that comes into the possession of the competition authority. 2. If a third party seeks to obtain access to confidential information in the possession of the competition authority, the competition authority shall generally oppose, within their reasonably available resources, the disclosure of confidential information protected under its Party's law. Article 15.7: Consumer Protection 1. The Parties recognise the importance of consumer protection law to enhancing consumer trust in the free trade area. The Parties recognise that the enforcement of consumer protection laws is in the public interest and is necessary to fulfill the objectives of this Agreement. 2. Each Party shall adopt or maintain laws13 or other measures to proscribe misleading or deceptive commercial activities, including false or misleading descriptions. 3. The Parties recognise that the enforcement of consumer protection laws is in the public interest. Article 15.8: Cooperation on Competition andConsumer Protection 1. The Parties recognise that anti-competitive business conduct and mergers, and misleading or deceptive commercial activities increasingly transcend borders and that cooperation and coordination between the Parties to support enforcement of competition laws and regulations, and consumer protection laws and measures is important and in the public interest. 2. Each Party's competition authority shall endeavour to cooperate: (a) in any area of competition policy by discussing or exchanging information on its development and implementation; and 13 For greater certainty,thelaws ofaPartymaybecivilor criminal in nature. (b) on any issue relating to the enforcement of competition laws and regulations, including exchange of information, investigative and enforcement assistance, and consultation and coordination on any cross.border investigation. 3. Each Party shall endeavour to promotecooperation and coordination on any matter of mutual interest related to misleading or deceptive commercial activity, including in the enforcement of a Party's laws or other measures related to misleading or deceptive commercial activity, the exchange of information, and any joint public awareness initiative. 4. A Party's competition or consumer protection authority may consider entering into a cooperation arrangement or agreement with the respective authority of the other Party that sets out decided terms of cooperation. 5. Recognising that the Parties can benefit by sharing their diverse experiencein developing, administering, and enforcing their competition and consumer protection laws, regulations, and policies, the Parties may undertake technical cooperation activities, including: (a) providing advice or training on any relevant issue; (b) exchanging information and experience on competition advocacy and consumer protection policy, including ways to promote a culture of competition; and (c) assisting a Party as it implements a new competition or consumer protection law, regulation, or measure. 6. The Parties shall cooperate on matters set out in this Article in a manner compatible with their respective law, regulations, policies, and mutual interests, and within their reasonably available resources. Information shared pursuant to this Article may be subject to additional requirements by the Party sharing the information, including confidentiality or restriction on the purposes for which the information will be used. Article 15.9: Consultations 1. In order to foster understanding between the Parties, or to address a specific matter that arises under this Section, on written request of the other Party, a Party shall enter into consultations with the requesting Party. In its request, the requesting Party shall indicate, if relevant, how the matter affects trade or investment between the Parties. 2. TheParty responding to the request pursuant to paragraph 1 shall accord full and sympathetic consideration to the concerns of the requesting Party. 3. Each Party shall endeavour to provide relevant non-confidential, non-privileged information to the other Party to facilitate the discussion regarding the matter of consultations. Article 15.10: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Section. Section B: State-Owned Enterprises Article 15.11: DelegatedAuthority Each Party shall ensure that when its state-owned enterprises or state enterprises as applicable exercise any regulatory, administrative, or other governmental authority that the Party has directed or delegated to such entities to carry out, those entities act in a manner that is not inconsistent with that Party's obligations under this Agreement. Article 15.12: Definitions For the purposes of this Section : Arrangement means the Arrangement on Officially Supported Export Credits, developed within the framework of the Organization for Economic Co-operation and Development (OECD), or a successor undertaking, whether developed within or outside of the OECD framework, that has been adopted by at least 12 original WTO Members that were Participants to the Arrangement as of 1 January 1979; commercial activities means activities that an enterprise undertakes with an orientation toward profit-making and that result in the production of a good or supply of a service that will be sold to a consumer in the relevant market in quantities and at prices determined by the enterprise. Activities undertaken by an enterprise that operates on a not-for-profit basis or on a cost-recovery basis are not activities undertaken with an orientation toward profit-making. Measures of general application to the relevant market shall not be construed as the determination by a Party of pricing, production, or supply decisions of an enterprise; commercial considerations means price, quality, availability, marketability, transportation, and other terms and conditions of purchase or sale, or other factors that would normally be taken into account in the commercial decisions of a privately owned enterprise in the relevant business or industry; covered state-owned enterprise means a state-owned enterprise that has had an annual revenue derived from its commercial activities of

no less than the threshold amount in Annex 15-A(Threshold Calculation) in each of its three most recent fiscal years of operation so that the obligations in Article 15.14 (Non-discriminatory Treatment and Commercial Considerations) apply to it; financial service supplier of a Party, financial institution, and financialservice have the same meaning as inArticle 10.1 (Financial Services – Definitions); independent pension fund means an enterprise that is owned, or controlled through ownership interests, by a Party that: (a) is principally engaged in the following activities: (i) administering or providing a plan for pension, retirement, social security, disability, death, or employee benefits, or any combination thereof for the benefit of natural persons who are contributors to such a plan and their beneficiaries; or (ii) investing the assets of these plans; (b) has a fiduciary duty to the natural persons referred to in subparagraph (a)(i) or to depositors representing these natural persons; and (c) is not subject to investment direction from the government of the Party. Investment direction from the government of a Party does not include general guidance with respect to risk management and asset allocation that is not inconsistent with usual investment practice and is not demonstrated solely by the presence of government officials on the enterprise's board of directors, or investment panel; market means the geographical and commercial market for a good or service; public service mandate means a government mandate pursuant to which a state-owned enterprise makes available a service, directly or indirectly, to the general public in its territory. A service to the general public includes the distribution of goods and the supply of general infrastructure services; and state-owned enterprise means an enterprise that is principally engaged in commercial activities in which a Party: (a) directly owns more than 50 per cent of the share or subscribed capital; (b) controls, through direct or indirect ownership interests, the exercise of more than 50 per cent of the voting rights. For the purposes of this definition, the term "indirect ownership interests" refers to situations in which a Party holds an ownership interest in an enterprise through one or more state-owned enterprises or state enterprises as applicable of that Party. At each level of the ownership chain, the state-owned enterprise or state enterprise as applicable — either alone or in combination with other state-owned enterprises or state enterprises as applicable — must own, or control through ownership interests, another enterprise. (c) holds the power to control the enterprise through any other ownership interest, including indirect or minority ownership. For greater clarity of the establishment of control, all relevant legal and factual arrangements shall be taken into account on a case-by-case basis; or (d) holds the power to appoint a majority of members of the board of directors, board of commissioners or any other equivalent management body. Article 15.13: Scope 1. This Section applies to the activities of state-owned enterprises of a Party that affect trade or investment between the Parties within the free trade area. 2. This Section does not apply to: (a) the regulatory or supervisory activities, or monetary and related credit policy and exchange rate policy, of a central bank or monetary authority of a Party; (b) the regulatory or supervisory activities of a financial regulatory body of a Party, including a non-governmental body, such as a securities or futures exchange or market, clearing agency, or other organization or association, that exercises regulatory or supervisory authority over financial services suppliers of a Party; or (c) activities undertaken by a Party or one of its state-owned enterprises or state enterprises as applicable for the purpose of the resolution of a failing or failed financial institution or any other failing or failed enterprise principally engaged in the supply of financial services. 3. This Section does not apply with respect to an independent pension fund of a Party, or an enterprise owned or controlled by an independent pension fund of a Party. 4. This Section does not apply to government procurement. 5. ThisSection does not apply to those activities of state-owned enterprises of a Party which are necessary to national defence and security. 6. ThisSection applies to the activities of state-owned enterprises owned or controlled by the central government of a Party. 7. Nothing in this Section prevents a state-owned enterprise of a Party from providing goods or services exclusively to that Party for the purposes of carrying out that Party's governmental functions. 8. Nothing in this Section preventsa Party from establishing or maintaining a state.owned enterprise or state enterprise as applicable. Article 15.14: Non-discriminatory Treatment and Commercial Considerations 1. Each Party shall ensure that each of its state-owned enterprises, when engaging in commercial activities: (a) acts in accordance with commercial considerations in its purchase or sale of a good or service, except to fulfil any terms of its public service mandate that are not inconsistent with subparagraph (c)(ii); (b) in its purchase of a good or service: (i) accords to a good or service supplied by an enterprise of the other Party treatment no less favourable than it accords to a like good or a like service supplied by enterprises of the Party or of any non-Party; and (ii) accords to a good or service supplied by an enterprise that is a covered investment in the Party's territory treatment no less favourable than it accords to a like good or a like service supplied by enterprises in the relevant market in the Party's territory that are investments of investors of the Party or of any non-Party; and (c) in its sale of a good or service: (i) accords to an enterprise of the other Party treatment no less favourable than it accords to enterprises of the Party or of any non-Party; and (ii) accords to an enterprise that is a covered investment in the Party's territory treatment no less favourable than it accords to enterprises in the relevant market in the Party's territory that are investments of investors of the Party, or of any non-Party. 2. Paragraph 1 does not apply with respect to the purchase or sale of shares, stock, or other forms of equity by a state-owned enterprise as means of its equity participation in another enterprise. 3. Subparagraphs 1(b) and 1(c) do not preclude a state-owned enterprise from: (a) purchasing or selling goods or services on different terms or conditions including those relating to price; or (b) refusing to purchase or sell goods or services, provided that such differential treatment or refusal is undertaken in accordance with commercial considerations. Article 15.15: Regulatory Framework 1. The Parties shall endeavour to makethebest useof relevant international best practices in governing state-owned enterprises, including the OECD Guidelines on Corporate Governance of State-Owned Enterprises. 2. Each Party shall ensure that any administrative body that the Party establishes or maintains exercises its regulatory authority in an impartial manner with respect to the

enterprises that it regulates, including enterprises that are not state-owned enterprises. The impartiality with which an administrative body exercises its regulatory authority is to be assessed by reference to a pattern or practice of that administrative body. Article 15.16: Transparency 1. Each Party shall provide to the other Party or otherwise make publicly available on an official website a list of its covered state-owned enterprises, and thereafter shall update its list annually: (a) for Canada, Canada shall provide its initial list upon the entry into force of this Agreement; and (b) for Indonesia,Annex 15-D(Initial List of Covered State-Owned Enterprises for Indonesia) sets out its initial list. 2. On the written request of the other Party, a Party shall promptly provide the following information concerning a state-owned enterprise, provided that the request includes an explanation of how the activities of the entity may be affecting trade or investment between the Parties: (a) the percentage of shares that the Party, its state-owned enterprises cumulatively own, and the percentage of votes that they cumulatively hold, in the entity; (b) a description of any special shares or special voting or other rights that the Party, its state-owned enterprises hold, to the extent these rights are different than the rights attached to the general common shares of the entity; (c) the government titles of any government official serving as an officer or member of the entity's board of directors or board of commissioners; (d) the entity's annual revenue and total assets over the most recent three-year period for which information is available; (e) any exemptions and immunities from which the entity benefits under the Party's law; and (f) any additional information regarding the entity that is publicly available, including annual financial reports and third-party audits, and that is sought in the written request. 3. When a Party provides written information pursuant to a request madeunder paragraph 2 and informs the requesting Party that it considers the information to be confidential, the requesting Party shall not disclose the information without prior consent of the Party providing the information. Article 15.17: Technical Cooperation The Parties shall, if appropriate and subject to available resources, engage in mutually agreed technical cooperation activities, including: (a) exchanging information regarding Parties' experiences in improving the corporate governance and operation of their state-owned enterprises; (b) sharing best practices on policy approaches to ensure a level playing field between state-owned and privately-owned enterprises, including policies related to competitive neutrality; (c) organizing international seminars, workshops,or any other appropriate forum for sharing technical information and expertise related to the governance and operations of state-owned enterprises; and (d) collaborating on matters related to state-owned enterprises and competitive neutrality in international bodies or agreements. Article 15.18: Technical Consultations 1. The Parties shall seek to resolve any concerns arising from the implementation of this Section through technical consultations pursuant to this Article prior to initiating dispute settlement pursuant to Chapter 24 (Dispute Settlement). The objective of the technical consultations is to arrive at a mutually satisfactory resolution of the concerns. 2. For the purposes of paragraph 1, any Party may make a written request to the other Party to hold technical consultations that shall identify: (a) the matter or measureat issue; (b) provisions of this Section to which the concerns are related; and (c) the reasons for the request, including a description of the requesting Party's concerns regarding the measures or matters. 3. At the request of either Party, the Parties shall hold technical consultations to discuss the concerns raised in the request, in person or by any technological means that the Parties decide. If the Parties decide to hold technical consultations in person, the meeting shall be held in the capital of the requested Party, unless the Parties agree otherwise. 4. The Parties shall endeavour to resolve the matter as expeditiously as possible within 60 calendar days from the date of receipt of the request. If the requesting Party believes that the matter is urgent and requires immediate settlement, it may request from the other Party resolution within a shorter time frame. In such cases, the requested Party shall give positive consideration to such a request. 5. A Party may request or exchange further information relevant to paragraph 2, and the information obtained or communications between the Parties under this Article shall be confidential unless the Parties agree otherwise. 6. The Parties shall notify the Joint Committee of any resolution reached between the Parties as a result of technical consultations under this Article. Neither Party shall use the resolution reached between the Parties against the other Party in any further proceedings under, or outside the framework of, this Agreement. Article 15.19: Contact Points Each Party shall designate a contact point on State-Owned Enterprises and notify the other Party to facilitate communications between the Parties on any matter covered by this Section. Article 15.20: Party-SpecificAnnexes Article 15.14 (Non-discriminatory Treatment and Commercial Considerations) does not apply with respect to the non-conforming activities of state-owned enterprises that a Party lists in its Schedule to Annex 15-C (Non-Conforming Activities) in accordance with the terms of the Party's Schedule. Article 15.21: Exceptions 1. Nothing in Article 15.14(Non-discriminatory Treatment and Commercial Considerations), shall be construed to: (a) prevent the adoption or enforcement by a Party of measures to respond temporarily to a national or global economic emergency; or (b) apply to a state-owned enterprise with respect to which a Party has adopted or enforced measures on a temporary basis in response to a national or global economic emergency, for the duration of that emergency. 2. Article 15.14.1 (Non-discriminatory Treatment and Commercial Considerations) does not apply forthe supply of financial services by a state-owned enterprise pursuant to a government mandate if that supply of financial services: (a) supports exports or imports, provided that these services are: (i) not intended to displace commercial financing; or (ii) offered on terms no more favourable than those that could be obtained for comparable financial services in the commercial market. (b) supports private investment outside the territory of the Party, provided that these services are: (i) not intended to displace commercial financing; or (ii) offered on terms no more favourable than those that could be obtained for comparable financial services in the commercial market; or (c) is offered on terms consistent with the Arrangement, provided that it falls within the scope of theArrangement. 3. In circumstances in which no comparable financial services are offered in the commercial market referred to in paragraph 2:

(a) for the purposes of sub-subparagraphs 2(a)(i) and 2(b)(i), the supply of the financial services is deemed not to be intended to displace commercial financing; and (b) for the purposes of sub-subparagraphs 2(a)(ii) and 2(b)(ii), the state-owned enterprise may rely on available information to establish a benchmark on the terms on which such services would be offered in the commercial market. 4. Article 15.14(Non-discriminatory Treatment and Commercial Considerations) and Article 15.16 (Transparency) do not apply to any service supplied in the exercise of governmental authority. For the purposes of this paragraph, “a service supplied in the exercise of governmental authority” has the same meaning as in GATS, including the meaning in the Financial Services Annex if applicable. 5. Article 15.14(Non-discriminatory Treatment and Commercial Considerations) and Article 15.16 (Transparency) do not apply with respect to a state-owned enterprise if in any one of the three previous consecutive fiscal years, the annual revenue derived from the commercial activities of the state-owned enterprise was less than a threshold amount which must be calculated in accordance with Annex 15-A(Threshold Calculation) and in conformity with Annex 15-D(Initial List of Covered State-Owned Enterprises for Indonesia). 6. Article 15.14.1(b),Article 15.14.1(c), (Non-discriminatory Treatment and Commercial Considerations) do not apply to the extent that a Party’s state-owned enterprise makes purchases and sales of goods or services pursuant to: (a) any existing non-conforming measure that the Party maintains, continues, renews, or amends in accordance with paragraphs 1 or 2 of Article 13.18 (Investment – Non-Conforming Measures and Exceptions), paragraphs 1 or 2 ofArticle 8.7 (Trade in Services – Reservations), orArticle 10.10.1 (Financial Services – Non-Conforming Measures), as set out in its Schedule to Annex I-A(Reservations for Existing Measures -ratchet), Annex I-B (Reservations for Existing Measures -standstill), or in Section A of its Schedule to Annex III; or (b) any non-conforming measure that the Party adopts or maintains with respect to sectors, subsectors, or activities in accordance with Article 13.18.3 (Investment – Non-Conforming Measures and Exceptions), Article 8.7.3 (Trade in Services – Reservations), orArticle 10.10.2 (Financial Services – Non-Conforming Measures), as set out in its Schedule to Annex II (Reservations for Future Measures), or in Section B of its Schedule to Annex III. 7. When a Party invokes the exception referred to in paragraph 5 during consultations under Article 24.5 (Dispute Settlement – Consultations), the consulting Parties should exchange and discuss available evidence concerning the annual revenue of the state-owned enterprise derived from the commercial activities during the three previous consecutive fiscal years in an effort to resolve during the consultations period any disagreement regarding the application of the exception. Article 15.22: Process for Developing Information Annex 15-B (Process for Developing Information Concerning State-Owned Enterprises) applies in any dispute under Chapter 24 (Dispute Settlement) regarding a Party’s conformity with Article 15.14 (Non-discriminatory Treatment and Commercial Considerations). ANNEX 15-A THRESHOLD CALCULATION 1. On the date ofentry into force of this Agreement, the threshold referred to in Article 15.21 (Exceptions) is 245,000,000 Special Drawing Rights (SDR). 2. The amount of the threshold shall be adjusted at three-year intervals with each adjustment taking effect on 1 January. The first adjustment must take place on the first January following the entry into force of this Agreement, in accordance with the formula set out in this Annex. 3. The threshold shall be adjusted for changes in general price levels using a composite SDR inflation rate, calculated as a weighted sum of cumulative per cent changes in the Gross Domestic Product (GDP) deflators of SDR component currencies over the three-year period ending 30 June of the year prior to the adjustment taking effect, and using the following formula: ....1=(1+(∑....))...0 if: ..0 = threshold value at base period; ..1 = new (adjusted) threshold value; ..... = ... respective (fixed) weights of each component currency, .., in SDR (as at 30 June of the year prior to the adjustment taking effect); and .... = cumulative per cent change in the GDP deflator of each component currency, .., in SDR over the three-year period ending 30 June of the year prior to the adjustment taking effect. 4. For the purposes of the first adjustment referred to in paragraph 2, the threshold value at base period means the threshold applicable on the date of entry into force of this Agreement. For the purposes of subsequent adjustments, the threshold value at base period means the adjusted threshold for the previous three-year period. 5. Each Party shall convert the threshold into national currency terms where the conversion rates shall be the average of monthly values of that Party’s national currency in SDR terms over the three-year period to 30 June of the year before the threshold is to take effect. Each Party shall notify the other Party of its applicable threshold in its national currency. 6. For the purposes of thisAnnex, all data must be drawn from the International Monetary Fund’s International Financial Statistics database. If not all of the GDP deflators of SDR component currencies are available in the International Financial Statistics database, Parties may decide to use alternative methods to calculate the cumulative percent change in the GDP deflator of each currency. 7. The Parties shall consult if a major change in a national currency vis-à-vis the SDR were to create a significant problem with regard to the application of this Section. ANNEX 15-B PROCESS FOR DEVELOPING INFORMATION CONCERNING STATE-OWNED ENTERPRISES 1. Following the application ofArticle 15.18(Technical Consultations), if a Party requests the establishment of a panel pursuant to Chapter 24 (Dispute Settlement) to examine a complaint arising underArticle 15.14 (Non-discriminatory Treatment and Commercial Considerations), the Parties may exchange written questions and responses, as set forth in paragraphs 2 and 3, to obtain information relevant to the complaint that is not otherwise readily available. 2. The requesting Party may provide written questions to the responding Party within 15 days of the date of its request to establish a panel. The responding Party shall provide its responses to the questions to the requesting Party within 30 days of the date it receives the questions. 3. The requesting Party may provide any follow-up written questions to the responding Party within 15 days of the date it receives the responses to the initial questions. The responding Party shall provide its responses to the follow-up questions to the requesting Party within 30 days of the date it receives the follow-up questions. 4. If the requesting Party considers that the responding Party has failed to cooperate in the information-gathering process under this Annex, the requesting Party shall

inform the panel and the responding Party in writing within 30 days of the date the responses to the requesting Party's final questions are due and provide the basis for its view. The panel shall afford the responding Party an opportunity to reply in writing. In determining whether a Party has failed to cooperate in the information-gathering process, the panel shall take into account the reasonableness of the questions and the efforts the responding Party has made to respond to the questions in a cooperative and timely manner including on whether the requested information has been covered in any communications between the Parties prior to the initiation of the procedures in this Annex. 5. The Parties' written questions or responses to each other shall be provided to the panel, on the same day as they are sent to the other Party. In the event that a panel has not yet been composed, each Party shall, upon the composition of the panel, promptly provide the panel with any questions or responses it has provided to the other Party. 6. The responding Party may designate information in its responses as confidential information in accordance with the procedures set out in Article 21 (Treatment of Confidential Information) ofAnnex 24-B (Rules of Procedure) or other rules of procedure agreed to by the Parties. 7. The time periods in paragraphs 2, 3 and 4 may be modified by the mutual decision of the Parties. In the case of paragraph 4, the mutually decided modifications are subject to approval by the panel. 8. In making findings of fact and its initial report, the panel should draw adverse inferences from instances of non-cooperation by a Party in the information-gathering process. For greater certainty, cooperation by a Party is understood to be in place, for example, when exchanges between the Parties with a view to respond to the question in paragraphs 2 and 3 are undertaken, including within the Joint Committee. 9. The panel may deviate from the time period set out in Chapter 24(Dispute Settlement) for the issuance of the initial report if necessary to accommodate the information-gathering process. 10. In making findings of fact and its initial report, the panel shall take into consideration information gathered pursuant to this Annex. 11. Nothing in this Annex shall be construed to prevent the panel from seeking information from a Party that was not provided to the panel through the information.gathering process if the panel considers the information necessary to resolve the dispute. However, the panel shall not request additional information to complete the record if the information would support a Party's position and the absence of that information in the record is the result of that Party's non-cooperation in the information-gathering process. ANNEX 15-C NON-CONFORMINGACTIVITIES Explanatory note 1. The Schedule ofa Party to this Annex sets out, pursuant to Article 15.20(Party-SpecificAnnexes), the non-conforming activities of a state-owned enterprise with respect to which some or all of the following obligations shall not apply: (a) Article 15.14.1(Non-discriminatory Treatment and Commercial Considerations), 2. Each Schedule entry sets out the following elements: (a) Obligations Concerned specifies the obligations referred to in paragraph 1 that, pursuant to Article 15.20 (Party-SpecificAnnexes), shall not apply to the non-conforming activities of the state-owned enterprises as set out in paragraph 3; (b) Entity identifies the state-owned enterprise that undertakes the non.conforming activities for which the entry is made; (c) Scope of Non-conforming Activities provides a description of the scope of non-conforming activities of the state-owned enterprise for which the entry is made; and (d) Measures identifies, for transparency purposes, a non-exhaustive list of the laws, regulations, or other measures pursuant to which the state-owned enterprise engages in the non-conforming activities for which the entry is made. 3. In accordance with Article 15.20(Party-SpecificAnnexes), thearticles of this Agreement specified in the Obligations Concerned element of an entry shall not apply to the non-conforming activities (identified in the Scope of Non-conforming Activities element of that entry) of the state-owned enterprise (identified in the Entity element of that entry). SCHEDULE OF CANADA Obligations Concerned: Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations) Article 15.14.1(c)(i) (Non-discriminatory Treatment and Commercial Considerations) Entity: Canadian Commercial Corporation, or any new, reorganized, or transferee enterprise, with similar functions and objectives. Scope of Non-Conforming Activities: With respect to Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations), the Entity or Entities may restrict the sale of services associated with facilitating the import or export of goods or services to enterprises located within Canada as set out in applicable laws, regulations, policies, and practices. With respect to Article 15.14.1(c)(i) (Non-discriminatory Treatment and Commercial Considerations), the Entity or Entities may accord preferences in the sale of services associated with facilitating the import or export of goods or services to or from certain countries based on bilateral arrangements with the relevant country. Measures: Canadian Commercial Corporation Act, R.S.C. 1985, c. C-14 (and regulations thereof) And including any future amendments. Obligations Concerned: Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations) Article 15.14.1(b)(i) (Non-discriminatory Treatment and Commercial Considerations) Article 15.14.1(c)(i) (Non-discriminatory Treatment and Commercial Considerations) Entity: Canada Mortgage and Housing Corporation and Canada Housing Trusts, or any new, reorganized, or transferee enterprise, with similar functions and objectives. Scope of Non-Conforming Activities: With respect to Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations), the Entity or Entities may take into account factors other than commercial considerations in the provision of financial or housing-related services such as: (a) guarantees, mortgage insurance, loans, and mortgage-backed securities; and (b) management of nursing homes, retirement homes, on-reserve and rental housing, and ancillary infrastructure, in furtherance of the mandate to support housing needs and housing affordability in Canada as set out in laws, regulations, policies, or programs. With respect to Article 15.14.1(b)(i) andArticle 15.14.1(c)(i) (Non-discriminatory Treatment and Commercial Considerations), and as set out in applicable laws, regulations, policies, or programs, the Entity or Entities may: (a) provide financial or housing-related services such as mortgage insurance, loans, and advisory services only to enterprises in Canada or provide such services to enterprises in certain other countries; and (b) purchase financial or housing-related services from enterprises in certain other countries. Measures: Canada Mortgage and

Housing Corporation Act, R.S.C. 1985, c. C-7 National Housing Act, R.S.C. 1985, c. N-11 (and regulations thereof) And including any future amendments. Obligations Concerned: Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations) Article 15.14.1(b) (Non-discriminatory Treatment and Commercial Considerations) Entity: All existing and future state-owned enterprises Scope of Non-Conforming Activities: With respect to Article 15.14.1(a) (Non-discriminatory Treatment and Commercial Considerations), the Entity or Entities may accord more favorable treatment to aboriginal persons and organisations in the purchase of a good or service. With respect to Article 15.14.1(b) (Non-discriminatory Treatment and Commercial Considerations), the Entity or Entities may accord more favorable treatment to aboriginal persons and organisations in the purchase of a good or service. Measures: Constitution Act, 1982, being Schedule B of the Canada Act 1982 (U.K.), 1982, c. 11 SCHEDULE OF INDONESIA SPECIFIC RULES FOR INDONESIA ON STATE-OWNED ENTERPRISES In addition to the adoption, enforcement, or implementation of the equitization, restructuring, or divestment of assets owned or controlled by Indonesia, provided that these operations are carried out without discrimination against Canadian enterprises trading with Indonesia or Canadian enterprises investing in Indonesia, Article 15.14 (Non-discriminatory Treatment and Commercial Considerations) does not apply to the following non-conforming activities of a state-owned enterprise: (a) the purchase of goods or services by a state-owned enterprise from Indonesian small or medium-sized enterprises as defined by Law Number 20 Year 2008 concerning Micro, Small, and Medium Enterprises as amended by Law Number 6 Year 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 Year 2022 concerning Job Creation to become Law (and regulations thereof) including any future amendments, if that purchase is made pursuant to domestic laws and regulations or a governmental measure; (b) the activities of PT Kereta Api Indonesia (Persero) related to development and operational of High-Speed Railway between Jakarta and Bandung pursuant to Presidential Regulation Number 107 Year 2015 concerning Acceleration of Organization of Infrastructure and Facility of High-Speed Railway between Jakarta and Bandung (and regulations thereof) including any future amendments; (c) the activities of PT Mineral Industri Indonesia (Persero)related to sale of coal and minerals, pursuant to Law Number 4 Year 2009 concerning Mineral and Coal Mining as amended by Law Number 3 Year 2020 (and regulations thereof) including any future amendments; (d) the activities of PT Perkebunan Nusantara III (Persero) related to the production of certain plantation/commodities, pursuant to Presidential Regulation Number 40 Year 2023 concerning Acceleration of National Sugar Self Sufficiency and Provision of Bioethanol as a Biofuel; (e) the activities of PT Perusahaan Listrik Negara (Persero) in the distribution of electricity, pursuant to Law Number 30 Year 2009 concerning Electricity (and regulations thereof) including any future amendments; and (f) the activities of PT Rajawali Nusantara Indonesia (Persero) in providing and ensuring national food stock and food security, pursuant to Law Number 18 Year 2012 concerning Food (and regulations thereof particularly Presidential Regulation Number 125 Year 2022 concerning the Implementation of Government Food Reserves) including any future amendments. ANNEX 15-D INITIAL LIST OF COVERED STATE-OWNED ENTERPRISES FOR INDONESIA Only the following state-owned enterprises and their reorganized or transferee enterprises respectively with similar functions and objectives, which meet the Annex 15-A (Threshold Calculation) threshold amount at the time of entry into force of this Agreement, are covered state-owned enterprises: 1) PT Telkom Indonesia (Persero) Tbk; 2) PT Bank Rakyat Indonesia (Persero) Tbk; 3) PT Bank Mandiri (Persero) Tbk; 4) PT Bank Negara Indonesia (Persero) Tbk; 5) PT Bank Tabungan Negara (Persero) Tbk; 6) PT Semen Indonesia (Persero) Tbk; 7) PT Bahana Pembinaan Usaha Indonesia (Persero); 8) PT Aviasi Pariwisata Indonesia (Persero); 9) PT Biro Klasifikasi Indonesia (Persero); 10) PT Garuda Indonesia (Persero) Tbk; 11) PT Danareksa (Persero); 12) PT Jasa Marga (Persero) Tbk; 13) PT Krakatau Steel (Persero) Tbk; 14) PT Kereta Api Indonesia (Persero); 15) PT Pelabuhan Indonesia (Persero); 16) PT Pos Indonesia (Persero); 17) PT Biofarma (Persero); 18) PT Mineral Industri Indonesia (Persero); 19) PT Perkebunan Nusantara III (Persero); 20) PT Pertamina (Persero); 21) PT Perusahaan Listrik Negara (Persero); 22) PT Pupuk Indonesia (Persero); and 23) PT Rajawali Nusantara Indonesia (Persero). Without prejudice to the right of Indonesia to add state-owned enterprises at any time, the above list of covered state-owned enterprises is subject to update pursuant to Article 15.16.1 (Transparency).

Chapter 16. GOVERNMENT PROCUREMENT

Article 16.1: Definitions For the purposes of this Chapter: Committee means the Committee on Government Procurement established under Article 16.22 (Committee on Government Procurement); construction service means a service that has as its objective the realisation by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification (CPC); in writing or written means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information; limited tendering means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice; multi-use list means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once; notice of intended procurement means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both; procuring entity means: (a) for Canada, an entity that is listed in Canada's Annex 1 to Appendix I of the WTO Agreement on Government Procurement; and (b) for Indonesia, an entity that is undertaking covered procurement; qualified supplier means a supplier that a procuring entity recognises as having satisfied the conditions for participation; selective tendering means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender; supplier

means a person or group of persons that provides or could provide goods or services; technical specification means a tendering requirement that: (a) lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or (b) addresses terminology, symbols, packaging, marking, or labelling requirements, as they apply to a good or service; and WTO Agreement on Government Procurement means the Annex to the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012, as amended. Article 16.2: Objectives The objectives of this Chapter are to: (a) reinforce transparency of laws, regulations, and procedures; (b) ensure integrity; (c) encourage the use of electronic means; (d) encourage the use of environmental and socio-economic considerations; (e) encourage the participation of Small and Medium Sized Enterprises (SMEs); and (f) develop cooperation between the Parties, in respect of government procurement. Article 16.3: Scope Application of Chapter 1. This Chapter applies to any measure regarding covered procurement,whether or not it is conducted exclusively or partially by electronic means. 2. For the purposes of this Chapter, covered procurement means: (a) for Canada, procurement that is covered procurement under the WTO Agreement on Government Procurement by a procuring entity. If the WTO Agreement on Government Procurement does not apply to a measure of Canada's with respect to a covered procurement, this Chapter also does not apply to that measure; and (b) for Indonesia, government procurement1 conducted by the central government level if the procurement is expressly open to international competition as provided in Indonesia's laws and regulations. 1 For the purposes of this Article, for Indonesia, governmentprocurement means the processby whicha government obtains theuse of or acquires goods or services, or any combination thereof, forgovernmentalpurposes and not with a view to commercial sale or resale or usein the production or supply ofgoods or services for commercial sale or resale as provided in Indonesia's laws and regulations. Activities not Covered 3. This Chapter does not apply to: (a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon; (b) non-contractual agreements or any form of assistance that a Party, including its procuring entities, provides, including cooperative agreements, grants, loans, equity infusions, guarantees, subsidies, fiscal incentives and sponsorship arrangements; (c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities; (d) public employment contracts; or (e) procurement conducted: (i) for the specific purpose of providing international assistance, including development aid; (ii) under the particular procedure or condition of an international organization, or funded by international grants, loans or other assistance; or (iii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project. 4. Nothing in this Chapter shall be construed to prevent a Party from developing new procurement policies, procedures, or contractual means, provided that they are not inconsistent with this Chapter. Article 16.4: Security and General Exceptions 1. Nothing in this Chapter shall be construed to prevent a Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes. 2. Nothing in this Chapter shall be construed to prevent a Party from adopting or maintaining a measure: (a) necessary to protect public morals, order or safety; (b) necessary to protect human, animal or plant life or health; (c) necessary to protect intellectual property; or (d) relating to agood or service of a person with disabilities, of philanthropic institutions, or of prison labour. Article 16.5: General Principles Use of Electronic Means 1. If conducting covered procurement by electronic means, a procuring entity shall: (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and (b) establish and maintain mechanisms that ensure the integrity of information provided by a supplier, including requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access. Conduct of Procurement 2. A procuring entity shall conduct covered procurement in a transparent manner that is consistent with this Chapter. Article 16.6: Publication of Procurement Information 1. Each Party shall promptly publish any law, regulation, judicial decision, administrative ruling of general application, standard contract clause mandated by law or regulation and incorporated by reference in notices or tender documentation and procedure regarding covered procurement, and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public. 2. Each Party shall list in Annex 16-A (Publication Media), the paper or electronic means through which the Party publishes the information referred to in paragraph 1 and the electronic medium where the Party publishes notices required by Article 16.8 (Notices), Article 16.9.3 (Qualification of Suppliers) and Article 16.15.2 (Transparency of Procurement Information). 3. Each Party shall, on request, respond to an inquiry relating to the information referred to in paragraph 1. 4. Each Party shall promptly notify the other Party of any modification to the Party's information listed in Annex 16-A (Publication Media). Article 16.7: Ensuring Integrity in Procurement Practices 1. Each Party shall ensure that criminal, civil, or administrative measures exist to address corruption, fraud, and other wrongful acts in its government procurement. 2. The measures referred to in paragraph 1 may include procedures to render ineligible from participation in a Party's procurements, for a stated period of time, a supplier that the Party has determined to have engaged in corruption, fraud, or other wrongful acts relevant to a supplier's eligibility to participate in the Party's government procurement. 3. Each Party shall ensure that it has in place measures to address potential conflicts of interest on the part of those engaged in or having influence over a procurement. Article 16.8: Notices

Notice of Intended Procurement 1. For each covered procurement,a procuring entity shall publish a notice of intended procurement, except in the circumstances referred to in Article 16.13 (Limited Tendering). Each notice of intended procurement shall be published by electronic means free of charge through a single point of access and shall remain readily accessible to the public, at least until expiration of the time period indicated in the notice. 2. Except as otherwise provided in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement: (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any; (b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity; (c) a description of any options; (d) the time-frame for delivery of goods or services or the duration of the contract; (e) the procurement method that will be used and whether it will involve negotiation; (f) ifapplicable, theaddress and any final date for the submission of requests for participation in the procurement; (g) the address and the final date for the submission of tenders; (h) the language or languages in which tenders orrequests for participation may be submitted, if they may be submitted in a language other than an official language of the Party of the procuring entity; (i) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by a supplier in connection therewith, unless those requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement; and (j) if, pursuant to Article 16.9 (Qualification of Suppliers), a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender. Summary Notice 3. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement. The summary notice shall contain at least the following information: (a) the subject matter of theprocurement; (b) the final date for the submission of tenders or, if applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and (c) the address from which documents relating to the procurement may be requested. 4. For the purposes of this Chapter, each Party shall endeavour to use English as the language for publishing the summary notice and the notice of intended procurement. Notice of Planned Procurement 5. Procuring entities are encouraged to publish in the appropriate paper or electronic medium listed in Annex 16-A (Publication Media) as early as possible in each fiscal year a notice regarding their future procurement plans (notice of planned procurement). The notice of planned procurement should include the subject matter of the procurement and the planned date of the publication of the notice of intended procurement. Article 16.9: Qualification of Suppliers Registration Systems and Qualification Procedures 1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information. 2. Each Party shall ensure that: (a) its procuring entities make efforts to minimize differences in their qualification procedures; and (b) if its procuring entities maintain registration systems, the entities make efforts to minimize differences in their registration systems. Selective Tendering 3. If a procuring entity intends to use selective tendering, the procuring entity shall: (a) include in the notice of intended procurement at least the information specified in Article 16.8.2(a), (b), (e), (f), (i), and (j) (Notices) and invite suppliers to submit a request for participation; and (b) provide, by the commencement of the time period for tendering, at least the information in Article 16.8.2(c), (d), (g), and (h) (Notices) to qualified suppliers. 4. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers. 5. If the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 3, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph 4. Multi-Use Lists 6. A Party, including its procuring entities, may establish or maintain a multi-use list provided that it publishes annually, or otherwise makes continuously available by electronic means, a notice inviting interested suppliers to apply for inclusion on the list. 7. The notice provided for in paragraph 6shall include: (a) a description of the goods or services, or categories thereof, for which the list may be used; (b) the conditions for participation to be satisfied by a supplier for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions; (c) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the list; and (d) the period of validity of the list and the means forits renewal or termination, or ifthe period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list. 8. A Party, including its procuring entities, that establishes or maintains a multi-use list, shall include on the list, within a reasonable period of time, all suppliers that satisfy the conditions for participation set out in the notice referred to in paragraph 6. 9. If a supplier that is not included on a multi-use list submits a request for participation in a procurement based on the multi-use list and submits all required documents within the time period set by the procuring entity, a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement unless the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders. Information on Procuring Entity Decisions 10. A procuring entity shallpromptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a

multi-use list of the procuring entity's decision with respect to the request or application. 11. If a procuring entity rejects a supplier's request for participation in a procurement or application for inclusion on a multi-use list, ceases to recognise a supplier as qualified, or removes a supplier from a multi-use list, the procuring entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision. Article 16.10: Technical Specifications and Tender Documentation Technical Specifications 1. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, if appropriate, set out the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics. 2. If design or descriptive characteristics are used in a technical specification, a procuring entity should indicate, if appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfil the requirements of the procurement by including words such as "or equivalent"in the tender documentation. 3. A procuring entity shallnot prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in those cases, the procuring entity includes words such as "or equivalent"in the tender documentation. 4. A procuring entity shallnot seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement. 5. For greater certainty, a Party, including its procuring entities, may, in accordance with this Article, prepare, adopt, or apply technical specifications to promote the conservation of natural resources, or protect the environment. 6. For greatercertainty, this Chapter is not intended to preclude a Party, or its procuring entities, from preparing, adopting or applying technical specifications required to protect sensitive government information, including specifications that may affect or limit the storage, hosting or processing of that information outside the territory of the Party. Tender Documentation 7. A procuring entity shall promptly make available or provide on request to any interested supplier tender documentation that includes all information necessary to permit the supplier to prepare and submit a responsive tender. Unless already provided in the notice of intended procurement, tender documentation shall include a complete description of: (a) the procurement, including the nature and the quantity of the goods or services to be procured or, ifthe quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials; (b) any conditions for participation of suppliers, including any financial guarantees, information, and documents that suppliers are required to submit in connection with the conditions for participation; (c) all evaluation criteria the procuring entity will apply in the awarding of the contract, and, unless price is the sole criterion, the relative importance of those criteria; (d) ifthe procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means; (e) if there will be a public opening of tenders, the date, time,and placefor the opening, and, if appropriate, the persons authorised to be present; (f) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, such as whether on paper or by electronic means; and (g) any date for delivery of goods or the supply of services. 8. In establishing any date for the delivery of goods or the supply of services being procured, a procuring entity shall take into account factors such as the complexity of the procurement, the extent of subcontracting anticipated and the realistic time required for production, de-stocking, and transport of goods from the point of supply or for supply of services. 9. The evaluation criteria set out in the notice of intended procurement or tender documentation may include, among others, price and other cost factors, quality, technical merit, environmental characteristics, socio-economic considerations, and terms of delivery. 10. A procuring entity shall promptly reply to any reasonable request for relevant information by an interested or participating supplier, provided that the information does not give that supplier an advantage over other suppliers. Modifications 11. If,prior to the award of a contract, a procuring entity modifies the evaluation criteria or requirements set out in the notice of intended procurement or tender documentation provided to a participating supplier, or amends or reissues a notice or tender documentation, it shall publish or provide those modifications, or the amended or re-issued notice or tender documentation: (a) to all suppliers that are participating in the procurement at the time of the modification, amendment or reissuance, if those suppliers are known to the procuring entity, and in all other cases, in the same manner as the original information was made available; and (b) in adequate time to allow thosesuppliers to modify and re-submit their tenders, ifappropriate. Article 16.11: Time Periods A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as: (a) the nature and complexity of the procurement; (b) the extent of subcontracting anticipated; and (c) the time necessary for transmitting tenders by non-electronic means from foreign as well as domestic points if electronic means are not used. Thetimeperiods, including any extension of the time periods, shall be the same for all interested or participating suppliers. Article 16.12: Negotiation 1. A Party may provide for its procuring entities to conduct negotiations, if: (a) the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article 16.8.2(e) (Notices); (b) it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation; or (c) there is only one supplier that submits abid, and that particular supplier has met the evaluation criteria. 2. A procuring entity shall: (a) ensure that any elimination of a supplier participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender

documentation; and (b) if negotiations are concluded, provide acommon deadline for the remaining participating suppliers to submit any new or revised tenders. Article 16.13: LimitedTendering 1. A procuring entity may use limited tendering and may choose not to apply Article 16.8 (Notices), Article 16.9 (Qualification of Suppliers), paragraphs 7 to 11 of Article 16.10 (Technical Specifications and Tender Documentation), Article 16.11 (Time Periods), Article 16.12 (Negotiation), or Article 16.14 (Treatment of Tenders and Awarding of Contracts) only under any of the following circumstances: (a) if: (i) no tenders were submitted or no suppliers requested participation; (ii) no tenders that conform to the essential requirements of the tender documentation were submitted; (iii) no suppliers satisfied the conditions for participation; or (iv) the tenders submitted have been collusive, provided that the requirements of the tender documentation are not substantially modified; (b) if the goods or services can be supplied only by aparticular supplierand no reasonable alternative or substitute goods or services exist for any of the following reasons: (i) the requirement is for awork of art; (ii) the protection of patents, copyrights or other exclusive rights; or (iii) due to an absence of competition for technical reasons; (c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement, if a change of supplier for those additional goods or services: (i) cannot be made foreconomic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity; (d) insofar as is strictly necessary if, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using other tendering methods; (e) for goods purchased on a commodity market; (f) ifa procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs; (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers; (h) ifa contract is awarded to a winner ofa design contest provided that: (i) the contest has been organized in a manner that is consistent with the principles of this Chapter; (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner; (i) forlegal consultancy services, including the services of an advocate or arbitrator, the need for which was previously unseen by the parties to a legal proceeding but which are required to assist those parties in promptly addressing certain matters that have arisen in the context of those proceedings and cannot be postponed; or (j) if an additional construction service that was not included in the initial contract, but that is within the objectives of the original tender documentation, has become necessary, due to unforeseeable circumstances, to complete the construction service described in the original tender documentation. 2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph 1. The report shall include the name of the procuring entity, the value and kind of goods or services procured, and a statement indicating the circumstances and conditions described in paragraph 1 that justified the use of limited tendering. Article 16.14: Treatment of Tenders and Awarding of Contracts Treatment of Tenders 1. A procuring entity shall receive, open, and treat all tenders under procedures that guarantee the fairness of the procurement process and the confidentiality of tenders. 2. A procuring entity shallnot penalize any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity. 3. If a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers. Awarding of Contracts 4. To be considered foran award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation. 5. Unless a procuring entity determines that it is not in the public interest to award a contract, the procuring entity shall award the contract to the supplier that the procuring entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted: (a) the most advantageous tender; or (b) ifprice is the sole criterion, the lowest price. 6. Ifa procuring entity receives a tender with a pricethat is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract. 7. A procuring entity shall not use options, cancel a procurement, or modify awarded contracts in a manner that circumvents the obligations under this Chapter. Article 16.15: Transparency of Procurement Information Information Provided to Suppliers 1. A procuring entity shall promptly inform participating suppliers of the procuring entity's contract award decisions and, on the request of a supplier, shall do so in writing. Subject to paragraphs 2 and 3 of Article 16.16 (Disclosure of Information), a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select the supplier's tender and the relative advantages of the successful supplier's tender. Publication of Award Information 2. Aprocuring entity shallpublish a contract award notice in the appropriate paper or electronic medium listed in Annex 16-A (Publication Media). If the procuring entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information: (a) a description of the goods or services procured; (b) the name and address of the procuring entity; (c) the name and address of the successful supplier; (d) the value of the successful tender or

the highest and lowest offers taken into account in the award of the contract; (e) the date of award; and (f) the type of procurement method used, and in cases where limited tendering was used in accordance with Article 16.13 (Limited Tendering), a description of the circumstances justifying the use of limited tendering. Maintenance of Records 3. Each procuring entity shall maintain the documentation, records and reports relating to tendering procedures and contract awards for covered procurement, including the records and reports provided for in Article 16.13 (Limited Tendering) for a period of at least three years from the date it awards a contract. Article 16.16: Disclosure of Information Provision of Information 1. On request of the otherParty, a Party shall promptly provideinformation sufficient to demonstrate whether a procurement was conducted fairly and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender, without disclosing confidential information. If release of the information would prejudice competition in future tenders, the Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information. Non-Disclosure of Information 2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not disclose information that would prejudice fair competition between suppliers. 3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information if that disclosure: (a) would impede law enforcement; (b) might prejudice fair competition between suppliers; (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or (d) would otherwise be contrary to the public interest. Article 16.17: Environmental and Socio-economic Considerations 1. The Parties recognise the role of government procurement in: (a) advancing environmental and climate change objectives, including those set out in the Paris Agreement, done at Paris on 12 December 2015; and (b) achieving socio-economic objectives. 2. For greatercertainty, a Party, including its procuring entities, may take into account environmental or socio-economic considerations in the procurement process, including through conditions for participation, technical specifications, or evaluation criteria. Article 16.18: Contact Points 1. Exchange of information and cooperation under this Chapter shall be facilitated through the following contact points: (a) for Canada, the Department of Foreign Affairs, Trade and Development; and (b) for Indonesia, the National Public Procurement Agency. 2. Each Party shall notify the other Party ofany change to its contact point. Article 16.19: Facilitation of Participation by Small and Medium Sized Enterprises 1. The Parties recognise the important contribution that SMEs can make to economic growth and employment and the importance of facilitating the participation of SMEs in governmentprocurement. 2. If a Party maintains a measure that provides preferential treatment for SMEs, the Party shall ensure that the measure, including the criteria for eligibility, is transparent. 3. To facilitate participation by SMEs in covered procurement, each Party shall, to the extent possible and ifappropriate: (a) provide comprehensive procurement-related information that includes a definition of SMEs in a single electronic portal; (b) endeavour to make all tender documentation available free of charge; (c) conduct procurement by electronic means or through other new information and communication technologies; (d) consider the size, design, and structure of the procurement, including the use of subcontracting by SMEs; and (e) promote prompt payment upon satisfactory provision of the goods or services. Article 16.20: Cooperation The Parties recognise the importance of cooperation in helping to ensure the effective implementation of this Chapter. Taking into account available and existing instruments, resources, and mechanisms, the Parties shall cooperate and exchange information, including through networks, seminars, and workshops, on matters such as: (a) exchanging information, to the extent possible, on each Party's laws, regulations, and procedures, and any modifications thereof; (b) encouraging inclusive and sustainable procurement practices; (c) sharing experienceson the use of electronic means in government procurement systems; (d) facilitating participation by suppliers in government procurement, in particular with respect to SMEs; (e) sharing best practices on facilitating the participation of suppliers in government procurement; and (f) building capability of government officials in best government procurement practices. Article 16.21: Further Negotiations If, after the entry into force of this Agreement, a Party enters into an international agreement that provides greater access to its government procurement market than is provided to the other Party under this Chapter, at the request of the other Party, the Parties shall enter into negotiations regarding the extension of that access to the other Party. The negotiations may also cover other provisions in this Chapter. Article 16.22: Committee on Government Procurement The Parties hereby establish a Committee on Government Procurement (Committee), composed of government representatives of each Party. On request of a Party, the Committee shall meet to discuss issues, such as: (a) ways to facilitate cooperation between relevant entities of the Parties in the field of government procurement; (b) ways to facilitate participation by SMEs in covered procurement, as provided for in Article 16.19 (Facilitation of Participation by Small and Medium Sized Enterprises); (c) experiences and best practices in the use of government procurement measures to advance environmental, climate change, and socio-economic objectives when conducting covered procurement; (d) the government procurement opportunities in each Party; and (e) any other matters related to the implementation and operation of this Chapter. Article 16.23: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Chapter. ANNEX 16-A PUBLICATION MEDIA Section A: Electronic or paper media utilised for the publication of laws, regulations, judicial decisions, administrative rulings of general application, standard contract clauses mandated by law or regulation and incorporated by reference in notices or tender documentation, and procedures regarding covered procurement, pursuant to Article 16.6 (Publication of Procurement Information): 1. Canada 1. Laws and regulations: (a) Statutes of Canada (https://laws.justice.gc.ca); and (b) Canada Gazette (https://www.gazette.gc.ca). 2. Judicial decisions: (a) Supreme Court Judgements (https://scc-csc.lexum.com); (b) Federal Court Reports

(https://reports.fja-cmf.gc.ca/fja-cmf/en/nav.do); (c) Federal Court of Appeal (https://www.fca-caf.gc.ca); and (d) Canadian International Trade Tribunal (https://www.citt-tcce.gc.ca). 3. Administrative rulings and procedures: (a) CanadaBuys (https://canadabuys.canada.ca); (b) Canada Gazette (https://www.gazette.gc.ca); and (c) Directive on the Management of Procurement (https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32692). 2. Indonesia 1. Laws and regulations: Database Peraturan Perundang-undangan (https://peraturan.go.id/) ; or Jaringan Dokumentasi dan Informasi Hukum Lembaga Kebijakan Pengadaan Barang/Jasa Pemerintah (https://jdih.lkpp.go.id/regulation/index). 2. Judicial decisions: Direktori Putusan Mahkamah Agung Republik Indonesia (https://putusan3.mahkamahagung.go.id). 3. Administrative rulings and procedures: Portal Pengadaan Nasional (https://inaproc.id/); or Jaringan Dokumentasi dan Informasi Hukum Lembaga Kebijakan Pengadaan Barang/Jasa Pemerintah (https://jdih.lkpp.go.id/). Section B: Electronic or paper media utilised for the publication of notices required by Article 16.8 (Notices), Article 16.9 Qualification of Suppliers, and Article 16.15 (Transparency of Procurement Information), pursuant to Article 16.6 (Publication of Procurement Information) 1. Canada (a) CanadaBuys (https://canadabuys.canada.ca); and (b) MERX, Cebra Inc. (https://www.merx.com). 2. Indonesia (a) Portal Pengadaan Nasional (https://inaproc.id/); or (b) Sistem Informasi Rencana Umum Pengadaan (https://sirup.lkpp.go.id/).

Chapter 17. TRADE AND SUSTAINABLE DEVELOPMENT

Section A: General Provisions Article 17.1: Definitions For the purposes of this Chapter: environmental laws means a law or regulation of a Party or provisions thereof, enforced by that Party's central government, the primary purpose of which is the protection of the environment or the prevention of a danger to human life or health from environmental impacts. Environmental laws does not include a law or regulation of a Party or provisions thereof directly related to worker safety or health, nor any law or regulation of a Party or provisions thereof, the primary purpose of which is managing the subsistence, or traditional or aboriginal harvesting of natural resources; ILO Declaration on Rights at Work means the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998), as amended in 2022; ILO Declaration on Social Justice means ILO Declaration on Social Justice for a Fair Globalisation (2008), as updated in 2022; labour laws means laws and regulations, or provisions of laws and regulations, of a Party that are directly related to the rights and principles set out in Article 17.25.1 and Article 17.25.2 (General Obligations); and specially protected natural areas means those areas as defined by each Party in its law. Article 17.2: Objective and Scope 1. The Parties affirm their commitment to pursue sustainable development, which encompasses the three inter-dependent and mutually reinforcing dimensions of economic development, social development, and environmental protection. Accordingly, the Parties shall promote trade and economic flows that contribute to enhancing decent work, high levels of environmental protection, and inclusive economic growth, including by: (a) promoting mutually supportive trade and environmental policies and the effective enforcement of environmental laws, and enhancing the capacities of the Parties to address trade-related environmental issues; (b) promoting the effective protection and enforcement of labour rights, improving working conditions, and strengthening cooperation on labour issues; and (c) advancing women's economic empowerment and incorporating women.sensitive considerations into their trade and investment policies and initiatives. 2. The Parties underline the benefit of cooperation on trade-related environmental issues as part of a global approach to trade and sustainable development. The Parties recognise that eradicating poverty is indispensable to sustainable development and that trade can be an engine for inclusive economic growth and poverty reduction. 3. The Parties agree on the importance of enhanced dialogue and cooperation on issues of common interest for the effective implementation of this Chapter in order to achieve sustainable development and to improve their trade relationship in a sustainable manner, taking into account the differences in their respective levels of development, national priorities, and circumstances. 4. The Parties emphasisethat the implementation of this Chapter should be consistent with each Party's obligations under the relevant international agreements to which it is a party. Article 17.3: Right to Regulate and Levels of Protection 1. The Parties recognisethat each Party has the right to determine its sustainable development objectives and priorities, to establish its levels of protection, and to adopt and modify its laws and policies accordingly, based on relevant international standards and consistent with international agreements to which the Party is a party, while taking into consideration the Parties' respective economic development capacities. 2. The Parties further recognisethat a Party's environmental and labour laws should not be applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or as a disguised restriction on trade or investment between the Parties. 3. Nothing in this Chapter shall be construed to authorisea Party to enforce its laws in the territory of the other Party. Article 17.4: Public Awareness Each Party shall promote public awareness of its laws, regulations, and policies relating to the environment, labour, protection of the rights of women, and equality between women and men, by making relevant information available to the public. Article 17.5: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Section. Section B: Trade and Environment Article 17.6: Context and Objectives 1. The Parties recognisethat economic development, social development, and environmental protection are interdependent and mutually reinforcing components of sustainable development. 2. Accordingly, the Parties shall endeavour to promote mutually supportive trade and environmental policies, promote high levels of environmental protection and effective enforcement of environmental laws, and enhance the capacities of the Parties to address trade-related environmental issues through cooperation, to further sustainable development. 3. The Parties recognisethat the environment plays an important role in the economic, social, and cultural well-being of Indigenous

Peoples1, and acknowledge the importance of their engagement in the long-term conservation and sustainable use of the environment. Article 17.7: Right to Regulate and Levels of Protection 1. The Parties recognisethe right of each Party to establish its own environmental priorities and levels of protection, and to establish, adopt, or modify its environmental laws and policies accordingly. 2. Each Party shall endeavour to ensure that its environmental laws and policies provide for and encourage high levels of environmental protection, and to continue to improve its levels of environmental protection. 3. Each Party shall take into account, to the extent appropriate and practical, relevant scientific and technical information, and related international standards, guidelines, or recommendations when preparing and implementing environmental laws and policies that may affect trade or investment between the Parties. 4. The Parties recognisethat their respective environmental laws and policies are informed by key principles, including the polluter pays principle, and the sustainable utilisation of natural resources for the well-being of the people. 5. Each Party shall promote public awareness of its environmental laws including its enforcement and compliance procedures, by making relevant information available to the public. 1 Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples(includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations. Article 17.8: Enforcement of Environmental Laws 1. A Party shall not fail to effectively enforce its environmental laws through a sustained or recurring course of action or inaction2in a manner affecting trade or investment between the Parties, after the date of entry into force of this Agreement. 2. Each Party retains the right to exercise discretion and to make decisions regarding: (a) investigatory, prosecutorial, regulatory, and compliance matters; and (b) the allocation of environmental enforcement resources with respect to other environmental laws determined to have higher priorities. Accordingly, the Parties understand that with respect to the enforcement of environmental laws, a Party is in compliance with paragraph 1 if a course of action or inaction reflects a reasonable exercise of that discretion, or results from a bona fide decision regarding the allocation of those resources in accordance with priorities for enforcement of its environmental laws. 3. Each Party shall ensure that an interested person of that Party may request that the Party's competent authorities investigate alleged violations of its environmental laws, and that the competent authorities give those requests due consideration, in accordance with the Party's law. 4. Each Party shall ensure that persons with a recognised interest under its law in a particular matter have appropriate access to administrative, quasi-judicial, or judicial proceedings for the enforcement of the Party's environmental laws, and the right to seek appropriate remedies or sanctions for violations of those laws. 5. Without prejudice to Article 17.3(Right to Regulate and Levels of Protection), the Parties recognise that it is inappropriate to encourage trade or investment by weakening or reducing the protection afforded in their respective environmental laws. Accordingly, a Party shall not waive or otherwise derogate, or offer to waive or otherwise derogate, from its environmental laws in a manner that weakens or reduces the protection afforded in those laws in order to encourage trade or investment between the Parties. 6. Nothing in this Section shall be construed to authorisea Party to enforce its environmental laws in the territory of the other Party. Article 17.9: Procedural Matters 1. Each Party shall ensure that administrative, quasi-judicial, or judicial proceedings for the enforcement of the Party's environmental laws are available under its law and that those proceedings are fair, equitable, transparent, and comply with the due process of law. The Parties recognise that theirrespective proceedings should be accessible, and not entail unreasonable fees or time limits. 2. Each Party affirms the principles of impartiality and independence in the administration of justice in the enforcement of its environmental laws. Hearings in a Party's enforcement proceedings shall be open to the public, except when the administration of justice otherwise requires, and in accordance with the Party's law. 2 For greater certainty,a "sustained orrecurring course of action or inaction" is "sustained" ifthe course of actionor inaction is consistent or ongoing,and is "recurring" if the course ofactionor inaction occurs periodically orrepeatedly and when theoccurrences are related or thesameinnature. A course of action or inactiondoes not include an isolated instance or case. 3. Each Party shall provide that final decisions on the merits of the case in these proceedings are: (a) in writing, and if appropriate state the reasons on which the decisions are based; (b) made available without undue delay to the parties to the proceedingsand, in accordance with its law, to the public; and (c) based on information or evidence submitted by the parties to the proceedings or other sources, in accordance with its law. 4. Each Party shall also provide, as appropriate, that parties to the proceedings have the right, in accordance with the Party's law, to seek review and, if warranted, correction or redetermination, of final decisions in those proceedings. 5. Each Party shall provide appropriate sanctions or remedies for violations of its environmental laws and shall ensure that it takes account of relevant factors which may, in accordance with the Party's law, include the nature and gravity of the violation, damage to the environment, and any economic benefit derived by the violator, when ordering sanctions or remedies. Article 17.10: Environmental Impact Assessment Each Party shall maintain appropriate procedures for assessing the impacts of proposed projects that are subject to an action by that Party's central level of government that may cause significant environmental effects, with a view to avoiding, minimising, or mitigating adverse effects. Article 17.11: Multilateral Environmental Agreements 1. The Parties recognisethe important role of multilateral environmental agreements, to which they are both party, in protecting the environment and as instruments to achieve global environmental objectives including on sustainable development. To this end, the Parties commit to enhance the mutual supportiveness between trade and the multilateral environmental agreements to which they are both party. 2. Each Party affirms its commitment to implement its obligations under the multilateral environmental agreements to which it is party. 3. At the meetings of the Environment Sub-Committee, the Parties shall exchange, as appropriate, information on trade-related environmental issues of mutual interest and on their respective ratification and

implementation of multilateral environmental agreements, including theirprotocols and amendments, to which they are both party. Article 17.12: Climate Change 1. The Parties recognise: (a) that climate change is an urgent threat that requires immediate and enhanced individual and collective action to reduce greenhouse gas (GHG) emissions in line with the best available science, and acknowledge efforts by the Parties in meeting their nationally determined contributions (NDC) targets; (b) in pursuit of the objective of the United Nations Framework Convention on Climate Change, done at New York on 9 May, 1992 (UNFCCC), the importance of tackling climate change by strengthening the full and effective implementation of the Paris Agreement, and its temperature goal, reflecting equity and the principle of common but differentiated responsibilities and respective capabilities, in light of different national circumstances; (c) the importance of mutually supportive trade, investment, and climate change policies in pursuing the objective of the UNFCCC and the Paris Agreement, including the transition to net-zero emissions and a climate-resilient economy; (d) the importance of mitigating and adapting to the effects of climatechange through increased investment in nature-based solutions and ecosystem.based approaches; and (e) the important contributions from all segments of society in addressing and responding to climate change. 2. Accordingly, each Party: (a) shall implement its obligations under the Paris Agreement, noting the importance of NDCs and pursuing climate action measures and policies in order to reduce GHG emissions; (b) affirms its commitment to a collective goal of reducing global anthropogenic GHG emissions, and to transition to net zero GHG emissions; and (c) shall endeavour to find innovative trade-related climate measures and market-based approaches to complement non-market-based approaches as provided in the Paris Agreement to mitigate and adapt to the effects of climate change. 3. The Parties shall cooperate on trade-related climate change issues bilaterally, regionally, and in international forums, as appropriate. Article 17.13: Circular Economy and Plastic Pollution 1. The Parties recognisethat enhancing resourceefficiency, education, public awareness, and circular economy approaches contribute to adopting sustainable consumption and production patterns and addressing pollution across the full lifecycle of plastic. 2. The Parties recognisethe importance of taking action to prevent, reduce, and mitigate the costs and impacts of plastic pollution and waste, including microplastics, in order to protect human health and the environment. 3. Accordingly, each Party shall endeavour to adopt or maintain measures to prevent and reduce plastic pollution and waste, including microplastics. Article 17.14: Responsible Business Conduct and Corporate Social Responsibility 1. Each Party recognises that enterprises organised or constituted under its laws, or operating in its territory, play a key role in supporting sustainable trade and can contribute to addressing global environmental challenges such as climate change, biodiversity loss, and pollution. 2. The Parties further recognisethe important role of responsible business conduct and corporate social responsibility in addressing environmental impacts including through sustainable supply chain management, due diligence practices, and the promotion of a circular economy. 3. Each Party shall encourage enterprises organised or constituted under its laws or operating in its territory to implement principles and standards of responsible business conduct and corporate social responsibility with respect to the environment, consistent with internationally recognised standards and guidelines that have been endorsed or are supported by that Party. Article 17.15: Voluntary Mechanisms to Enhance Environmental Performance 1. The Parties recognisethat voluntary mechanisms, such as sustainability schemes and auditing and reporting, can contribute to the achievement and maintenance of high levels of environmental protection and social and economic development, and can complement domestic regulatory measures. The Parties also recognise that voluntary mechanisms should not be designed in a manner that would constitute a means of arbitrary or unjustifiable discrimination, and should avoid the creation of unnecessary barriers to trade. 2. Each Party shall, in accordance with its laws, regulations, or policies, encourage private sector entities, non-governmental organisations, and other interested persons in its territory to: (a) develop and use voluntary mechanisms to protect the environment and contribute to sustainable development; and (b) develop and improve criteria used to evaluate environmental performance of voluntary mechanisms. 3. The Parties shall endeavour to cooperate and share information and best practices on the development and use of voluntary mechanisms that promote products based on their environmental qualities, and that: (a) take into account relevant scientific and technical information; (b) are not misleading; (c) are based on relevant international standards, recommendations, guidelines, or best practices, as appropriate; and (d) do not treat a product less favourably on the basis of origin. Article 17.16: Biodiversity and Trade 1. The Parties recognisethe importance of ensuring the conservation and the sustainable use of biological diversity, including the ecosystem services it provides. The Parties further recognise the potential of trade in supporting conservation and sustainable use of biodiversity in achieving sustainable development and the objectives of this Chapter, consistent with the Convention on Biological Diversity, done at Rio de Janeiro on 5 June 1992 (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington, D.C. on 3 March 1973 (CITES), and other relevant international instruments to which each Party is party. 2. The Parties recognisethe importance of respecting, preserving, and maintaining knowledge and practices of Indigenous Peoples3 and rural or remote communities embodying traditional lifestyles, that contribute to the conservation and sustainable use of biological diversity in accordance with their respective laws. 3. The Parties recognisethe importance of facilitating access to genetic resources based on the principles of fair and equitable sharing of benefits within each Party's respective national jurisdiction, consistent with their respective international obligations. The Parties further recognisethat each Party may require, through national measures, prior informed consent to access genetic resources in accordance with national measures and, if access is granted, the establishment of mutually agreed terms, including with respect to the sharing of benefits from the use of genetic resources, between users and providers. 4. The Parties recognisethat the movement of terrestrial and aquatic invasive alien species across borders which may come through trade-related pathways can negatively impact the

environment, economic activities and development, and human health. The Parties also recognise that critical strategies such as risk analysis, prevention, control, detection, early response and management, and, if possible, eradication of invasive alien species, can mitigate those impacts. 5. The Parties affirm the importance of ensuring the legality and sustainability of wildlife trade as regulated and facilitated under CITES and that trade should not threaten the survival of the species in the wild. The Parties recognise that illegal trade undermines efforts to conserve and sustainably manage those natural resources and has negative economic, social, and environmental impacts. 6. Accordingly, each Party shall: (a) promote and encourage the conservation and sustainable use of biological diversity, in accordance with its laws, regulations, or policies; (b) adopt, maintain, and implement laws, regulations, and any other measures to fulfil its obligations under the CITES and endeavour to implement CITES resolutions; and 3 Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples(includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations. (c) adopt or maintain appropriate measures to protect and conserve wild fauna and flora that it has identified to be at risk within its territory, including measures to conserve the ecological integrity of specially protected natural areas, such as grasslands and wetlands. 7. TheParties shall work together tostrengthen their cooperation ontrade-related aspects of matters covered by this Article, bilaterally, regionally, and in international forums, as appropriate, including under theCBD and the CITES. Article 17.17: Sustainable Agriculture and Trade 1. TheParties recognise theimportance ofaproductive, sustainable,and inclusive agricultural sector in building resilient and economically sustainable communities; improving food security by enhancing production of, access to, and availability of food; protecting and conserving land,water resources, and biodiversity; and mitigating climate change. The Parties further recognise therole of trade in pursuing these objectives. 2. TheParties also recognise theincreasing impact thatglobalchallenges, such as loss of biodiversity, landdegradation, extreme weather events, emergence of new pests and diseases, and climate change, have on the agricultural sector. 3. TheParties further recognise thatsustainable agriculture objectives maybe achieved through different approaches, duetothe diversity and complexity of agricultural and food production conditions globally. 4. TheParties further recognise thattheirrespective agricultural sustainability policies and programmes should beconsistent with each Party's international trade obligations, while supporting theadoption ofnew and innovative technologies across the value chain with the aim ofincreasing agricultural production and agri-food trade. 5. Accordingly, each Party shall ensure thatitsagricultural sustainability policies, programs and other measures are non-discriminatory and not applied in a manner that constitutes adisguised restriction on agriculture and agri-food trade. 6. Each Party shall, as appropriate: (a) ensure that agricultural sustainability policies, programmes,and other measures are outcome-based, and are based on relevant scientific and technical information; and (b) aim to enhance the transparency of its environmental policies, programs, and other measures pertaining to agricultural production. 7. The Parties shall cooperate, as appropriate, to promote sustainable agriculture and food security, including by exchanging information and best practices, facilitating trade and investment, and encouraging the adoption of new and innovative technologies. Article 17.18: Sustainable Management of Fisheries and Aquaculture and Trade4 1. The Parties recognise: (a) their role as consumers, producers, and traders ofmarine fisheries and aquaculture products, and that sustainably managed fisheries and aquaculture operations contribute to sustainable development; (b) the importance of marine fisheries and aquaculture to the livelihoods of coastal communities, and programs that support fishers and fish farmers, and those engaged in artisanal, small-scale, or Indigenous fisheries; (c) the importance of implementing measures to sustainably managefisheries and aquaculture operations, and to conserve and protect marine ecosystems; and (d) the importance of promoting and facilitating tradein sustainably and legally caught fish and seafood products, and of preventing illegal, unreported, and unregulated (IUU) fishing products from entering trade flows; and (e) the need for action within international forums to address overfishing, protect marine biological resources and their ecosystems, and to promote the sustainable utilisation and management of global fisheries resources. 2. Accordingly, each Party shall: (a) operate and promote a sustainable marine fisheries management framework that regulates marine wild capture fishing in a manner that promotes sustainable utilisation, and is consistent with relevant international instruments;5 (b) adopt or maintain conservation and management measures to promote the long-term conservation of fish stocks, sharks, marine turtles, seabirds, and marine mammals, including bycatch mitigation measures and shark finning prohibitions, as appropriate; (c) adopt or maintain measures, as appropriate, with the aim to effectively combat IUU fishing and prevent IUU products from entering trade flows; 4 For greater certainty,this Article only applies to marine fisheries and marineaquaculture. 5 Theseinstruments include, as they may apply,the United Nations Convention on the Law of the Sea, doneat Montego Bay on 10 December 1982,the United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, done at New York on 4December 1995, the FAO Code of Conduct for Responsible Fisheries, done at Rome on 31 October 1995, and the 2001 International Plan of Action to Prevent, Deter, and Eliminate Illegal, Unreported, and Unregulated Fishing,doneat Rome on 2 March 2001. (d) implement port state measures, consistent with the Food and Agriculture Organisation (FAO) Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, done at Rome on 22 November 2009, and other relevant instruments, including the United Nations Convention on the Law of the Sea, done at Montego Bay on 10 December 1982, and the United Nations Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks,

done at New York on 4 December 1995; (e) implement, as appropriate, catch documentation schemes consistent with the FAO Voluntary Guidelines for Catch Documentation, done at Rome in July 2017; (f) participate constructively in the work of regional fisheries management organisations or arrangements of which it is a member, observer, or cooperating non-contracting party to combat and deter IUU fishing and to support sustainable fisheries, ecosystems, and effective governance, and strive to act consistently with relevant conservation and management measures; and (g) with regard for each Party's unique national circumstances, promote efforts to strengthen international rules that address harmful fisheries subsidies, including through cooperation at the WTO to support fisheries subsidy transparency, notification, and compliance requirements. 3. Each Party shall endeavour to promote the development of sustainable and responsible aquaculture, taking into account its economic, social, and environmental aspects, including the implementation of the objectives and principles contained in the FAO Code of Conduct for Responsible Fisheries. 4. The Parties shall work together to strengthen their cooperation on trade-related matters covered by this Article, bilaterally, regionally, and in international forum, as appropriate, including at the WTO, the FAO, and in regional fisheries management organisations. Article 17.19: Sustainable Forest Management and Trade 1. The Parties recognisethe importance of conservation and sustainable management of forests in contributing to the Parties' economic, environmental, and social objectives, and for the benefits of present and future generations. 2. The Parties further recognisethe critical role of forests in providing numerous ecosystem services, including carbon storage, maintaining water quantity and quality, stabilizing soils, and providing habitat for wild fauna and flora. 3. The Parties recognisethe importance of combatting illegal logging and associated trade. The Parties also acknowledge the efforts undertaken by each Party to enhance trade in forest products sourced from sustainably managed forests. 4. Accordingly, each Party shall endeavour to: (a) maintain or strengthen government capacity and institutional frameworks to promote the conservation and sustainable management of forests; (b) encourage bilateral trade in forest products from sustainably managed forests, harvested in accordance with the Parties' respective laws; (c) exchange information and experiences on mechanisms and trade-related initiatives relating to trade in forest products from sustainably managed forests; and (d) promote transparency in forest products supply chains. 5. The Parties shall work together bilaterally, regionally,and in international forums, as appropriate, on issues concerning trade in forest products and the conservation and sustainable management of forests. Article 17.20: Cooperation 1. The Parties recognisethat cooperation is an effective means to meet the objectives, implement the obligations, and enhance the benefits, of this Section, and to strengthen each Party's capacity to protect the environment and contribute to the achievement of sustainable development. 2. Taking account of their respective national priorities and circumstances, and available resources, the Parties shall cooperate to address matters of mutual interest in relation to the implementation of this Section. Each Party should foster inclusive engagement with interested stakeholders in the development and implementation of activities under this Article. 3. The Parties shall seek to complement the cooperation under this Section through cooperation at international and regional forums and through existing mechanisms between the Parties. 4. The Parties may cooperate through Chapter 19(Economic and Technical Cooperation), as well as through othermeans, such as collaborative programs and projects, dialogues, workshops, seminars, conferences, technical assistance, sharing of information and best practices, joint analysis and exchange of experts, and any other forms of cooperation. 5. Areas of cooperation may include: (a) addressing climate change, including energy security and transition to clean energy, pollution reduction, including plastic pollution, and preventing loss of biodiversity, including conservation, protection, and sustainable use; (b) sustainable agriculture and food security, including agricultural productivity, adaptation, and resilience to climate change; (c) sustainable management of vegetable oil production, including on standards, guidelines, and best practices; (d) promote sustainable forest management, including initiatives to combat illegal logging and associated trade; (e) sustainable marine fisheries and aquaculture, including efforts to combat IUU fishing and promote trade in IUU-free fish and seafood products; (f) development and use of voluntary mechanisms that promote products aimed at protecting the environment and that contribute to sustainable development; and (g) and any other areas of cooperation as decided by the Parties. Article 17.21: Contact Points and Environment Sub-Committee 1. Each Party shall, upon entry into force of this Agreement, designate and maintain an environment contact point to facilitate communication between Parties in the implementation of this Section, and shall notify the other Party of its environment contact point. 2. The Parties hereby establish an Environment Sub-Committee composed of senior governmental representatives of each Party. The purpose of the Environment Sub-Committee is to oversee the implementation of this Section, and its functions are to: (a) provide a forum to discuss and review the implementation; (b) identify priority areas for cooperative activities; (c) provide updates and reports of its activities to the Tradeand Sustainable Development Committee established under Article 17.47 (Committee on Trade and Sustainable Development and Contact Points); (d) consider and endeavour to resolve matters referred to it under Article 17.22 (Environment Consultations); (e) coordinate with other Committees established under this Agreement, as appropriate; and (f) perform any other functions as decided by the Parties. 3. TheEnvironment Sub-Committee shall meet for the first time no later than one year after the date of entry into force of this Agreement and subsequently as decided by the Parties. 4. TheEnvironment Sub-Committee shall make its summary records, decisions, reports, and recommendations available to the public, unless the Sub-Committee decides otherwise. Article 17.22: Environment Consultations 1. The Parties shall endeavour to agree on the interpretation and application of this Chapter, and shall make every effort, including through dialogue, consultation, exchange of information, and cooperation, to resolve any matter that might affect the operation of this Chapter. 2. If a matterremains unresolved, a Party (the requesting Party) may request consultations with

the other Party (the responding Party) by delivering a written request for consultations to the responding Party's environment contact point. The requesting Party shall include in its request information that is specific and sufficient to enable the responding Party to respond. 3. Unless the Parties decide otherwise, the Parties shall enter into consultations promptly and no later than 30 days after the date of receipt by the responding Party of the request. Consultations shall take place through the Environment Sub-Committee and the Parties shall make every effort to arrive at a mutually satisfactory resolution. 4. If the Parties fail to resolve the matter pursuant to paragraph 3, the requesting Party may refer the matter to the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee) by delivering a written request for consultations to the responding Party's environment contact point. Consultations shall start no later than 60 days after the date of receipt by the responding Party of the request made under this paragraph. The Joint Committee shall, within 120 days after the date of the start of the consultations, issue a decision and recommendations on the course of action to resolve the matter, as appropriate. 5. Consultations held under this Article shall be confidential and without prejudice to the rights of a Party in any future proceedings.6 Article 17.23: Dispute Resolution 1. For the purposes of this Section, Chapter 24(Dispute Settlement) only applies to matters arising under Article 17.8 (Enforcement of Environmental Laws). 2. In a matter arising under Article 17.8 (Enforcement of Environmental Laws), if the Parties fail to resolve the matter following a decision of the Joint Committee pursuant to Article 17.22.4 (Environment Consultations), the requesting Party may request the establishment of a panel under Article 24.7 (Dispute Settlement – Request for the Establishment of a Panel). 3. Before a Party initiates dispute settlement under Chapter 24 (Dispute Settlement) for a matter arising under Article 17.8 (Enforcement of Environmental Laws), that Party shall consider whether it maintains environmental laws that are substantially equivalent in scope to the environmental laws that would be the subject of the dispute. 4. If a Party requests consultations with the other Party under Article 17.22 (Environment Consultations) for a matter arising under Article 17.8 (Enforcement of Environmental Laws), and the responding Party considers that the requesting Party does not maintain environmental laws that are substantially equivalent in scope to the environmental laws that would be the subject of the dispute, the Parties shall discuss the issue during the consultations. 6 For greater certainty,recourse toconsultations shallnot be construed as arecognition by either Party ofaviolationof an obligation under Article17.8 (Enforcement ofEnvironmental Laws). Section C: Trade and Labour Sub-Section C-1: Shared Commitments Article 17.24: General Commitments 1. The Parties affirm their obligations as members of the ILO, including those stated in the ILO Declaration on Rights at Work, such as to respect, promote, and realise in good faith the fundamental rights that are the subject of fundamental ILO Conventions; and those that are enshrined in the ILO Declaration on Social Justice7, to further the aims of the Decent Work Agenda with due regard to the national condition and circumstances of each Party. 2. The Parties recognisethe important role of workers' and employers' organisations with respect to labour rights. Sub-Section C-2: Obligations8 Article 17.25: General Obligations 1. Each Party shall adopt and maintain in its laws and regulations the following rights as stated in the ILO Declaration on Rights at Work: (a) freedom of association and the effective recognition of the right to collective bargaining; (b) the elimination of all forms of forced or compulsory labour; (c) the effective abolition of child labour; (d) the elimination of discrimination in respect of employment and occupation; and (e) a safeand healthy working environment. 2. Each Party shall adopt and maintain laws and regulations governing acceptable conditions of work with respect to minimum wages and hours of work.9 3. Each Party shall effectively implement in its labour laws the fundamental ILO Conventions that it has ratified, and shall endeavour to ratify the other fundamental ILO Conventions if they have not yet done so. 7 The Parties recall that theILO Declaration on Social Justice recognises that theviolationof fundamental principles and rights at work cannot beinvoked orotherwise used as alegitimate comparative advantage andthat labour standards should notbeused forprotectionist trade purposes. 8 To establish a violationof anobligation under this Sub-Section, aParty must demonstrate that theother Party has failed to meet its obligationin amanner affecting tradeor investment. 9 For greater certainty,this obligation relates to the establishment by a Party in its laws and regulations of acceptable conditions ofwork as determinedby that Party. Article 17.26: Right to Regulate and Levels of Protection 1. The Parties recognisethat each Party has the right to set its labour priorities, establish its levels of labour protection, and to adopt or modify its laws and policies accordingly in a manner consistent with its international labour commitments, including those in this Section. 2. Each Party shall endeavour to ensure that its labour laws provide for high labour standards and shall endeavour to continue to improve those standards. Article 17.27: Non-Derogation The Parties recognise that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in each Party's labour laws. Accordingly, a Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, its labour laws, if the waiver or derogation would be inconsistent with a right set out in Article 17.25.1 or Article 17.25.2 (General Obligations) in a manner affecting trade or investment between the Parties. Article 17.28: Enforcement of Labour Laws 1. A Party shall not fail to effectively enforce its labour laws through a sustained or recurring course of action or inaction10 in a manner affecting trade or investment. 2. If a Party fails to comply with an obligation under this Section, a decision made by that Party on the provision of enforcement resources shall not excuse that failure. Each Party retains the right to exercise reasonable enforcement discretion and to make bona fide decisions with regard to the allocation of enforcement resources between labour enforcement activities among the fundamental labour rights and acceptable conditions of work enumerated in Article 17.25.1 and Article 17.25.2 (General Obligations), provided that the exercise of that discretion, and those decisions, are not inconsistent with its obligations under this Section. 3. Nothing in this Section shall be construed to empower a Party's authorities to undertake labour laws enforcement activities in the territory of the other

Party. Article 17.29: Forced or Compulsory Labour The Parties recognisetheir goal of eliminating all forms of forced or compulsory labour, including forced or compulsory child labour, and may undertake cooperative activities pursuant to Article 17.36 (Cooperation) to support that goal. 10 For greater certainty,a "sustained orrecurring course of action or inaction" is "sustained" ifthe course of actionor inaction is consistent or ongoing,and is "recurring" if the course ofactionor inaction occurs periodically orrepeatedly and when theoccurrences are related or thesameinnature. A course of action or inactiondoes not include an isolated instance or case. Article 17.30: Violence Against Workers 1. The Parties recognisethat workers and workers' organisations must be able to exercise the rights set out in Article 17.25 (General Obligations) in a climate that is free from violence, threats, and intimidation, and that governments shall address incidents of this behaviour against workers. 2. The Parties may undertake cooperative activities through Article 17.36 (Cooperation) to support the objective of paragraph 1. Article 17.31: Public Awareness and Procedural Guarantees 1. Each Party shall promote public awareness of its labour laws, including by ensuring that information related to its labour laws and enforcement and compliance procedures is publicly available. 2. Each Party shall ensure that a person with a recognised interest under its law in a particular matter has appropriate access to administrative, quasi-judicial, or judicial proceedings for the enforcement of the Party's labour laws, including access to remedies for a violation of those laws. 3. Each Party shall provide in its laws and regulations that proceedings before administrative, quasi-judicial, or judicial bodies for the enforcement of its labour laws: (a) are fair, equitable, and transparent; (b) comply with due process of law; (c) do not entail unreasonable fees or time limits, and are not subject to unwarranted delay; and (d) are open to the public, unless the law or the administration of justice requires otherwise. 4. Each Party affirms the principles of impartiality and independence in the administration of justice in the enforcement of its labour law. 5. Each Party shall provide that: (a) the parties to these proceedings are entitled to support or defend their respective positions, including by presenting information or evidence; and (b) final decisions on the merits of the case: (i) are based on information or evidence in respect of which the parties were offered the opportunity to be heard; (ii) state the reasons on which they are based; and (iii) are available in writing without undue delay to the parties to the proceedings and to the public unless the law or the administration of justice requires otherwise. 6. Each Party shall provide that parties to these proceedings have the right, under its law, to seek review of the decisions and, if warranted, the correction of decisions issued in these proceedings, in accordance with due process. Sub-Section C-3: Institutional Mechanisms Article 17.32: Labour Council 1. The Parties hereby establish a Labour Council ("Council") composed of senior governmental representatives at the ministerial or other level from the ministries responsible for labour issues, as designated by each Party. 2. The Council shall meet as often as it considers necessary to discuss matters of common interest, and to oversee the implementation of, and review progress under, this Section. If practicable, each meeting of the Council shall include a public session or other means for Council members to meet with the relevant stakeholders to discuss matters relating to the implementation of this Section. 3. In conducting its activities, including meetings, the Council shall endeavour to provide a means for receiving and considering the views of an interested person on matters related to this Section. 4. The Council may consider any matter within the scope of this Section and take any action in the exercise of its functions. 5. The Council shall review the operation and effectiveness of this Section within five years of the date of entry into force of this Agreement and thereafter as may be decided by the Council. Article 17.33: Contact Points 1. Each Party shall designate a labour contact point for this Section within its ministry responsible for labour issues, or an equivalent entity, to address matters related to this Section. 2. Each Party shall notify the other Party promptly in the event of any change to its labourcontact point. 3. Thelabourcontact point of each Party shall serveas a point of contact with the other Party to: (a) facilitate regular communication and coordination between the Parties, including responding to requests for information and providing sufficient information to enable a full examination of matters related to this Section; (b) assist the Council; (c) report to the Council, as appropriate; (d) receive and independently review public submissions in accordance with Article 17.35 (Public Submissions); (e) act as achannel for communication with the public in their respective territories; and (f) work together, including with other appropriate agencies of their governments, to develop and implement cooperative activities, guided by the priorities of the Council, areas of cooperation identified in Article 17.36 (Cooperation), and the needs of the Parties. 4. Thelabourcontact point of a Party may develop and implement specific cooperative activities with the labourcontact point of the other Party. 5. Thelabourcontact points of the Parties may communicate and coordinate activities in person or through electronic or other means of communication. Article 17.34: Public Engagement Each Party shall establish or maintain a national labour consultative or advisory body or similar mechanism, for members of its public, including representatives of its workers' and employers' organisations, to consult with and provide views to the Party on matters regarding this Section. Article 17.35: Public Submissions 1. Each Party, through its labour contact pointdesignated under Article 17.33 (Contact Points), shall provide for the receipt and consideration of written submissions from a person of that Party on matters related to this Section in accordance with its domestic procedures. Each Party shall make publicly available its procedures, including timelines, for the receipt and consideration of written submissions. 2. Each Party shall: (a) consider matters raised by the submission and provide a timely response to the submitter, including in writing, as appropriate; and (b) make the submission and the results of its consideration available to the other Party and the public, if appropriate, in a timely manner. 3. A Party may request from the person or organisation that made the submission additional information that is necessary toconsider the substance of the submission. Article 17.36: Cooperation 1. The Parties recognisethe importance of cooperating on any matter related to this Section. 2. The Parties may cooperate through activities such as the exchange of information, seminars, workshops, conferences, or any other activity as the Parties may

decide. 3. Areas of cooperation may include the ILO fundamental principles and rights and their effective implementation, labour administration, labour inspectorates, and inspection systems, or any other areas as the Parties may decide. 4. In undertaking cooperative activities, the Parties shall consider each Party's priorities, and the availability of resources. 5. Notwithstanding Article 19.5 (Economic and Technical Cooperation –Relation to Other Chapters), cooperation activities under this Article shall only be subject to Chapter 19 (Economic and Technical Cooperation) if the contact points of each Party so decide. As appropriate, the contact points may coordinate with the Committee on Economic and Technical Cooperation, including on matters related to implementing cooperative activities under this Article that are subject to Chapter 19 (Economic and Technical Cooperation). 6. The Parties may establish cooperativearrangements with the ILOand other competent international and regional organisations. Article 17.37: Labour Consultations 1. The Parties shall endeavour to come to an understanding on the interpretation and application of this Section. 2. A Party may request consultations (requesting Party) with the other Party regarding any matter under this Section by delivering a written request to the labour contact point of the other Party. The Parties shall make every attempt, including through cooperation, consultations, and the exchange of information, to address a matter that might affect the operation of this Section. 3. Labour consultations shall be confidential and without prejudice to the rights of a Party in any other proceedings. The Parties may decide to make the fact, timelines, and general subject-matter of the consultations publicly available. Article 17.38: Joint Committee Consultations 1. If the Parties fail to resolve the matter within 90 days from the date of the receipt of the request for consultation pursuant to Article 17.37.2 (Labour Consultations), a Party may request that the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions -Establishment of the Joint Committee) convene to consider the matter at issue by delivering a written request to the Agreement Coordinator of the other Party designated under Article 23.5 (Administrative and Institutional Provisions -Agreement Coordinators), with a copy to the labour contact point of each Party. The Joint Committee shall convene no later than 60 days after the receipt of the request, unless the Parties decide otherwise, to seek to resolve the matter. In seeking to resolve the matter, the Joint Committee may, if appropriate, consult independent experts and have recourse to procedures such as good offices, conciliation, or mediation. The Joint Committee consultations shall include senior governmental representatives at the ministerial or other level from the ministries responsible for trade and labour issues, as designated by each Party. 2. If the Joint Committee is able to resolve the matter, it shall document any outcome including, if appropriate, specific steps and timelines that are decided by the Joint Committee. If the Parties agree, the Parties shall make the outcome available to the public. 3. If the Joint Committee fails to resolve the matterwithin 75 days of its first meeting to seek to resolve the matter, the requesting Party may request the establishment of a panel under Article 24.7 (Dispute Settlement – Request for the Establishment of a Panel), as provided in Chapter 24 (Dispute Settlement). 4. A Party shall not have recourse to dispute settlement under Chapter 24(Dispute Settlement) for a matter arising under this Section without first seeking to resolve the matter in accordance with Article 17.37 (Labour Consultations) and this Article. 5. Joint Committee consultations on a matter under this Section shall be confidential and without prejudice to the rights of a Party in any other proceeding.11 The Parties may decide to make the fact, timelines, and general subject matter of the consultations publicly available. Section D: Trade and Women's Economic Empowerment Article 17.39: General Understandings 1. The Parties affirm the importance of incorporating a women's economic empowerment perspective into the development of their respective policies and practices that promote equality between women and men, particularly in relation to participation in national and international economies and to contribute to sustainable economic development. Accordingly, the Parties commit to enhance their collaboration in building and strengthening the capacity of the Parties in this area. 2. TheParties recognisethe importance of strengthening theirtrade relations and cooperation in ways that effectively provide equal rights, opportunities, and treatment for women to benefit from this Agreement. 3. The Parties recognisethe right of each Party to set itsequality priorities and to adopt or modify, and to enforce its laws, regulations, policies and practices in order to advance the empowerment of women in a manner consistent with this Agreement and with the international agreements to which each Party is a party, while taking into consideration their respective economic development capacities. 4. The Parties affirm that it is inappropriate to weaken or reduce women's rights in their respective laws and regulations in order to encourage trade or investment. 5. The Parties recognisethat women areentitled to economic rights, and affirm that it is important to take appropriate measures to eliminate discrimination against women in areas of economic life. 11 For greater certainty,recourse toconsultations under Article 17.37 (LabourConsultations) and Article 17.38 (Joint Committee Consultations) shallnot be construed as a recognitionby either Party of the establishment of aviolationof an obligation under Sub-SectionC-2 – Obligations. Article 17.40: International Instruments Each Party affirms its obligations under any international agreements to which it is a party, including the Convention on the Elimination of All Forms of Discrimination Against Women, doneat New York on 18 December 1979, or commitments under relevant international instruments that promote and enhance women's economic empowerment. Relevant instruments include: (a) United Nations General Assembly Resolution A/RES/70/1"Transforming Our World: the 2030 Agenda for Sustainable Development" adopted on 25 September 2015, and specifically Goal 5; (b) The Beijing Declaration and Platform for Action, adopted at Beijing by the Fourth World Conference on Women on 15 September 1995; (c) Joint Ministerial Declaration on Trade and Women's Economic Empowerment endorsed on the margins of the Eleventh WTO Ministerial Conference (MC11) held in Buenos Aires, December 2017. Article 17.41: Public Awareness Each Party shall domestically promote public knowledge of its laws, regulations, and policies that protect the rights of women and promote equality between men and women, including by making them publicly available online. Article 17.42: Transparency

and Information Sharing 1. Each Party shall establish or maintain a publicly accessible website containing information regarding this Agreement, including a summary of this Agreement and a list of key provisions relevant to women's economic empowerment. 2. Each Party may include onits website links to: (a) the equivalent website of the other Party; (b) the action plan established under Article 17.44.2(a) (Sub-Committee on Trade and Women's Economic Empowerment); (c) reports of activities implemented under the action plan established under Article 17.44.2(a) (Sub-Committee on Trade and Women's Economic Empowerment) by the Sub-Committee; and (d) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to women interested in trading, investing, or doing business in that Party's territory. Article 17.43: Cooperation Activities 1. The Parties acknowledge the benefit of sharing their respective experiences and practices in designing, implementing, monitoring, evaluating, and strengthening policies and programs to encourage women's participation in national and international economies. 2. The Parties shall carry out cooperation activities designed to improve the capacity and conditions for women workers, women-owned enterprises, and women entrepreneurs to access and fully benefit from the opportunities created by this Agreement as mutually agreed by both Parties. 3. Cooperation activities shall be carried out on issues and topics decided by the Parties reflecting the priority interest of each Party. 4. The Parties recognisethe importance of the principles of equality, empowerment, inclusivity, accountability, and transparency in carrying out cooperation activities under this Chapter. 5. Areas of cooperation may include: (a) developing programs to promote women's full participation and advancement in the economy and society by encouraging capacity.building and skills enhancement of women at work, in business, and at senior levels in all sectors of society, including on corporate boards; (b) improving women's access to, and participation and leadership in, science, technology, and innovation, including education in science, technology, engineering, mathematics, and business; (c) promoting financial inclusion, education,and training for women as well as promoting access to financial assistance and financing, including export financing and venture capital, for women to start-up and scale-up their businesses and go global; (d) promoting business development services for women and programs to improve women's digital skills and access to online business tools; (e) advancing women's leadership and developing women's networks; (f) developing better practices to promote equality between women and men within public and private institutions and enterprises; (g) fostering women's representation in decision-making positions in the public, private, and not-for-profit sectors; (h) promoting women's entrepreneurship; (i) enhancing women's participation in government procurement markets; (j) developing trade missions for businesswomen and women entrepreneurs; (k) promoting labour practices that facilitate the integration, retention,and progression of women in the job market, and which seek to build the capacity and skills of women workers, and improve access to productive employment and decent work and ensure non-discrimination in the workplace; (l) promoting women's participation in standards development and sharing best practices on how to take into account biological and cultural differences in standards development and implementation in order to make progress on standards that will facilitate and ensure women's equal participation in the economy and trade; (m) conducting an impact assessment, including of policies and programs to support women's entrepreneurship, and sharing best practices; (n) sharing methods and procedures for the collection of sex-disaggregated data, the use of indicators, and the analysis of statistics related to trade and women's participation in the workforce; (o) sharing information and best practices on policies and programs that aim to close the digital divide between women and men, and advance the use of e-commerce as a tool to support women's economic empowerment; (p) sharing information and best practices on policies and programs that aim to close the wage gap between women and men, such as pay equity and pay transparency legislation; (q) sharing information on establishing and promoting women-led cooperatives and facilitating their access to international networks, markets, and supply chains; and (r) any other issues as decided by the Parties. 6. The Parties, subject to priorities to be decided based on their interests and available resources, may carry out activities in the cooperation areas set out in paragraph 5 through: (a) workshops, seminars, dialogues,and other forums for exchanging knowledge, experiences, and best practices; (b) internships, visits, and research studies to document and study policies and practices; (c) collaborative research and development of best practices in subject matters of mutual interest; (d) specific exchanges of specialised technical knowledge and technical assistance, and sex-disaggregated data, as appropriate; and (e) other means as decided by the Parties. 7. The Parties acknowledge the importance of initiatives, efforts, and work on trade and women's economic empowerment in relevant international forums, and the importance of taking into consideration their findings, recommendations, and activities to ensure effective coordination and implementation of cooperation activities. Accordingly, the Parties shall work together in relevant international forums including where possible at the WTO, to advance trade and women's economic empowerment issues, knowledge, and awareness, without prejudice to each Party's priorities, policies and positions in those forums. Article 17.44: Sub-Committee on Trade and Women's Economic Empowerment 1. The Parties hereby establish a Tradeand Women's Economic Empowerment Sub-Committee ("WEE Sub-Committee") composed of representatives from each Party. 2. TheWEE Sub-Committee shall: (a) establish an action plan of priority cooperation activities to be implemented and take steps to carry them out; (b) make recommendations, as appropriate, to the Trade and Sustainable Development Committee as established under Article 17.47 (Committee on Trade and Sustainable Development and Contact Points), on the implementation, operation, interpretation, and any other matter related to this Section and across thisAgreement with respect to the economic empowerment of women; (c) exchange information on the Parties' experiences and lessons learned through the cooperation activities carried out under Article 17.43 (Cooperation Activities); (d) discuss joint proposals to support policies and other initiatives on trade and women's economic empowerment; (e) invite international institutions, private sector

entities, non-governmental organisations, or other relevant institutions, as appropriate, to assist with the development and implementation of cooperation activities; (f) encourage multilateral and regional organisations to finance projects that enable women's economic empowerment and women's ability to trade; and (g) carry out other duties as decided by the Parties. 3. TheWEE Sub-Committee shall meet as decided by the Parties in person orby any other technological means available, to consider any matter arising under this Section. 4. In the performance of its duties, the WEE Sub-Committee may work with any other body established under this Agreement. In the context of this work, the WEE Sub-Committee shall encourage efforts by these bodies to integrate women's economic empowerment considerations, activities, and commitments into their work. 5. TheWEE Sub-Committee shall periodically review the cooperation activities carried out under Article 17.43 (Cooperation Activities) that promote women's economic empowerment, as well as each Party's implementation of this Section. The WEE Sub-Committee shall report and make recommendations to the Trade and Sustainable Development Committee established under Article 17.47 (Committee on Trade and Sustainable Development and Contact Points) on this review and other matters as necessary. Article 17.45: Contact Points The Parties shall designate a WEE contact point from its relevant authorities within 90 days of entry into force of this Agreement, in order to facilitate communication between the Parties on any matter relating to this Section. Each Party shall notify the other Party of the contact details of its WEE contact point and shall promptly notify any change to its WEE contact point or contact details. Article 17.46: Non-Application of Dispute Settlement 1. Chapter 24(Dispute Settlement) does not apply to any matter arising underthis Section. 2. The Parties shall makeall possible efforts, through dialogue, consultations,and cooperation, to resolve any matter arising under this Section. Section E: Institutional Provisions Article 17.47: Committee on Trade and Sustainable Development and Contact Points 1. Recognising the need to coordinate the work of the Environment Sub-Committee established under Article 17.21 (Contact Points and Environment Sub-Committee), the Labour Council established under Article 17.32 (Labour Council), and the WEE Sub-Committee established under Article 17.44 (Sub-Committee on Trade and Women's Economic Empowerment), ("Sub-Committees"), the Parties hereby establish a Committee on Trade and Sustainable Development ("TSD Committee"). 2. TheTSD Committee shall be composed of senior governmental representatives as designated by each Party, and co-chaired by the Parties. 3. TheTSD Committee shall meet as often as it considers necessary including, if appropriate, in advance of or in conjunction with meetings of the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee) to discuss matters of common interest under this Chapter, including horizontal issues concerning the environment, labour, and women's economic empowerment. Meetings shall be hosted alternately by Canada and Indonesia. Officials for each Party that are responsible for matters concerning the environment, labour, and women's economic empowerment shall participate in meetings of the TSD Committee. 4. Thefunctions ofthe TSD Committee shall be to: (a) act as aliaison,facilitateregular communication, andcoordinate informationsharingbetweentheSub-Committees; (b) reporttotheJoint Committee, as appropriate; (c) schedule and organiseTSDCommittee meetings, andif appropriate, dedicatedsessionson matters coveredunderthe Sub-Committees; (d) receiveupdatesandreportsoftheactivitiesundertakenby the Sub-Committees; (e) coordinaterecommendationstotheJointCommitteebased ontheadvice providedbytheSub-Committees; (f) discuss andprovide advice,if appropriate,tothePartiesonwaysto promote tradeandinvestment that contributeto enhancingdecentwork, highlevels ofenvironmentalprotection,andinclusive economicgrowth; (g) ifappropriate, assesstheimpact ontradeandinvestmentbetweenthe Parties of certainmeasurestakenby aPartytoimplementthisChapter; and (h) perform any otherfunctionsastheParties may decide. 5. The TSD Committee shall make its joint summary records, decisions, reports, and recommendations available to the public, unless the TSD Committee decides otherwise. 6. In addition to the contact points established by each Party under Article 17.21 (Contact Points and Environment Sub-Committee), Article 17.33 (Contact Points), and Article 17.45 (Contact Points), each Party shall, within one month after the date of entry into force of this Agreement, designate aTSD contact point to facilitate communication and coordination between the Parties on any matter relating to this Chapter. Each Party shall notify the other Party of the contact details of its TSD contact point. A Party shall also promptly notify the other Party of any change of contact details for its TSD contact point. Article 17.48: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Section.

Chapter 18. TRADE AND SMALL AND MEDIUM-SIZED ENTERPRISES

Article 18.1: General Provisions 1. The Parties acknowledge the importance of promoting an environment that facilitates and support the development, growth, and competitiveness of Small and Medium Enterprises ("SMEs") including social entrepreneurs and SMEs organized as cooperatives. The Parties also recognisetheparticipation of SMEs in domestic markets as well as in international trade and investment and their contribution in achieving inclusive economic growth, sustainable development, and enhanced productivity. 2. TheParties shall develop and promote cooperation on SMEs,with the purpose of contributing to the expansion, diversification, and deepening of economic and commercial ties between the Parties, in recognition of the fundamental role of SMEs in creating and maintaining dynamism, and enhancing competitiveness of the economies of the Parties. 3. The Parties also recognise the importance of providing SMEs with information on tariff and non-tariff measures to facilitate international trade and investment. 4. The Parties acknowledge that improving the ability of SMEs to participatein trade and investment will enhance their competitiveness. 5. The Parties recognise the importance of

innovation for SMEs' competitiveness and the importance of enhanced access to information, financing, digitalization, transfer of technology on agreed terms, and networking in facilitating the innovation process. 6. The Parties also acknowledge that SMEs owned or operated by women, Indigenous Peoples1, persons with disabilities, youth, and other under-represented groups2 may require additional or targeted support to enhance their growth, competitiveness and access to international trade and investment. 7. Each Party may encourage SMEs operating within its territory or subject to its jurisdiction to observe internationally recognised voluntary standards, guidelines, and principles of responsible business conduct and corporate social responsibility practices, as appropriate. 8. The Parties recognise the importance of considering current research and initiatives on SMEs developed under the WTO, the International Trade Centre , the United Nations Conference on Trade and Development, the International Labour Organization, the Group of Twenty (G20), the Asia Pacific Economic Cooperation (APEC), the Organization for Economic Cooperation and Development (OECD), and other relevant forums, and the importance of taking into account their findings and recommendations to improve the ability of SMEs to participate in and benefit from trade, as appropriate. 1 For the purposes of this Chapter, "Indigenous Peoples"refers to: (a) for Canada,Aboriginal peoples(includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations. 2 For the purposes of this Chapter, the scope of "other under-representedgroup" is as defined by eachParty. 9. The Parties acknowledge the provisions of various Chapters in this Agreement that contribute to encouraging and facilitating, and further enhancing the participation of SMEs in trade and investment opportunities derived from this Agreement. Article 18.2: Information Sharing 1. Each Party shall establish or maintain a publicly accessible webpage containing information regarding this Agreement, including: (a) the text of this Agreement; (b) a summary of this Agreement; and (c) information designed for SMEs that contains: (i) a description of the provisions in this Agreement that the Party considers to be relevant to SMEs; and (ii) any additional information that the Party considers useful for SMEs interested in benefitting from the opportunities provided by this Agreement. 2. Each Party may include on its webpage links to: (a) the equivalent webpage of the other Party; and (b) the webpage of its government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party's territory. 3. The information described in paragraph 2(b) may include the following and be customized according to each Party's capacities, and the interests of their SMEs: (a) tariff and non-tariff measures; (b) custom regulations and procedures; (c) regulations and procedures concerning intellectual property rights; (d) information and programs to help SMEs become more cyber-secure, aware, and ready, including cybersecurity and privacy regulations, standards, cybersecurity controls, and conformity assessment measures relating to the cybersecurity posture of the SME; (e) technical regulations, standards, conformity assessment procedures, sanitary and phytosanitary measures relating to importation and exportation, and related enquiry points; (f) foreign investment regulations; (g) registration and governance procedures of business, including SMEs organized as cooperatives; (h) trade promotion programs; (i) start-up promotion programs; (j) competitiveness programs; (k) SME financing programs, including export financing, insurance services, and venture capital; (l) employment regulations, including pay equity and pay transparency regulations; (m) taxation information, if possible; (n) information related to the temporary entry of business persons; (o) government procurement opportunities; and (p) statistics of economic relevance and other macro data of interest about SMEs. 4. Each Party shall ensure that their respective webpagesreferred to in this Article are accessible to the public within a reasonable amount of time after this Agreement enters into force. 5. Each Party shall regularly review the information and links on the webpage referred to in this Article to ensure the information and links are up-to-date and accurate. 6. Each Party shall ensure that the information set out in this article is presented in a manner that is accessible forSMEs. 7. Each Party shall ensure that the information on the webpage isavailable in its own official language(s), as appropriate. Article 18.3: Cooperation activities on SMEs 1. The Parties recognise the importance of cooperation activities between the Parties to support the objectives of this Chapter. 2. The Parties also recognisethe importance of involving the private sector in the development and implementation of cooperation activities, as appropriate. 3. The Parties shall collaborate to provideinformation on tariff and non-tariff measures in international trade for SMEs, support productive sectors in which SMEs operate, and promote the growth and creation of higher paying, more productive jobs by SMEs. 4. The Parties shall consider the participation of women, Indigenous Peoples youth, persons with disabilities and other under-represented groups in the identification and implementation of cooperation activities. 5. Cooperation activities may include: (a) facilitating the exchangeof best practices concerning public policies and programs, as well as relevant information to support and assist SMEs in adapting to changing market conditions, such as market research and the collection and analysis of sex disaggregated data; (b) promoting SMEs'participation in international trade, as well as business growth, and enhancing theirintegration into global value chains; (c) promoting a favorable environment for the development of SMEs by encouraging relevant private and governmental agencies to support the capacity-building of SMEs; (d) exchanging experiences on developing entrepreneurial capacity and culture, and on fostering entrepreneurs; (e) strengthening the Parties' collaboration on activities to promote the participation of SMEs including those owned or operated by the groups identified in paragraph 4, and promoting partnerships and networks for these SMEs and their participation in international trade and investment; (f) exchanging information and best practices on improving SMEs' access to capital and credit, including government financing instruments; (g) exchanging information on funding programs, innovative funding mechanisms, training and capacity building activities, or any other mechanism for SMEs that may increase trade and investment opportunities; (h) exploring opportunities to

facilitate each Party's work in developing and enhancing SME export counselling, assistance and training programs; (i) encouraging investment in the SMEs of eachPartyto promote their development and access to international trade and investment; (j) encouraging SMEs' participation in platforms, such as web-based platforms, for business entrepreneurs and counsellors to share information and best practices to help SMEs link with international suppliers, buyers, and other potential business partners; (k) supporting SMEs' digital-related skill development to enhance their participation in electronic commerce and digital trade in order to take advantage of the opportunities resulting from this Agreement and rapidly access new markets; (l) promoting the organization of trade promotion networks and business forums, and the joint implementation of seminars, conferences, symposiums, business roundtables, or other related activities to explore business, industrial, and technical opportunities, and to inform SMEs of the benefits available to them under this Agreement; (m) exchanging information on the development and implementation of incubators, accelerators, and SME support centers; (n) facilitating the exchange of information on entrepreneurship education programs for the groups identified in paragraph 4 to promote the entrepreneurial environment in the territories of each Party; (o) improving SMEs' access to participation in leadership, entrepreneurship, science, technology, and innovation-related business and trade, including education in science, technology, engineering, mathematics, and business, particularly SMEs owned or operated by women; (p) sharing best practices and information on establishing and promoting SMEs, including those organized as cooperatives, and increasing their access to international networks, markets and supply chains; (q) exchanging information and best practices on SME-related cybersecurity programs, cybersecurity and privacy regulations, standards, controls, and conformity assessment measures to improve SMEs' cybersecurity posture; and (r) facilitating the development of tools to increase the ability of SMEs to fully participate in and benefit from the opportunities created by this Agreement, and assist them in integrating into the global supply chain. 6. The Parties may collaborate within existing international forums to promote and advance the interests of SMEs and their participation in international trade and investment, including at the WTO, OECD, G20, and APEC. Article 18.4: Committee on SMEs 1. The Parties hereby establish a Committee on SMEs("Committee"), composed of representatives from each Party. 2. The Committee shall: (a) identify ways to assist SMEs of each Party, such as cooperatives, to take advantage of the commercial opportunities resulting from this Agreement, including thoseowned or operated by women, Indigenous Peoples, youth, persons with disabilities, and under-represented groups, and to strengthen SMEs'competitiveness; (b) exchange and discuss experiences and best practices in supporting and assisting SME exporters with respect to, among other things, training programs, trade education, trade finance, trade missions, trade facilitation, electronic commerce and digital trade, cooperative business practices, identifying commercial partners in the other Party, and establishing good business credentials; (c) recommend additional information that a Party may include on the webpage referred to in Article 18.2 (Information Sharing); (d) review and coordinate the Committee's work program with the work of other committees, subcommittees, working groups, contact points, and any othersubsidiary body established under this Agreement, to avoid duplication of work programs and to identify appropriate opportunities for cooperation to improve the ability of SMEs to engage in trade and investment opportunities resulting from this Agreement; (e) collaborate with and encourage committees, subcommittees, working groups, contact points and any other subsidiary bodies established under this Agreement to consider integrating SME-related commitments and activities intotheir work; (f) review the implementation and operation of this Chapter and SME-related provisions within the Agreement and report findings and make recommendations to the Joint Committee that can be included in future work and SME assistance programs as appropriate; (g) report onits activities or make appropriate recommendations to the Joint Committee, as appropriate, when the Joint Committee meets under Article 23.3 (Administrative and Institutional Provisions – Meetings of the Joint Committee); (h) discuss current issues relating to SMEs; (i) consider any other matter pertaining to SMEs as the Committee may decide, including issues raised by SMEs regarding their ability to benefit from this Agreement; and (j) carry out its activities,with the inclusive participation of women. 3. The Committee shall convene in person or by any technological means available within one year after the Agreement enters into force, and thereafter meet annually, unless the Parties decide otherwise. 4. The Committee may seek to collaborate with appropriate experts, international donor organizations, and SMEs, including workers, business advocacy representatives, and associations, in developing and carrying out its programs and activities. Article 18.5: Non-Application of Dispute Settlement 1. Chapter 24 (Dispute Settlement) does not apply to any matter arising underthis Chapter. 2. The Parties shall makeall possible efforts, through dialogue, consultations, and cooperation, to resolve any matter arising under this Chapter.

Chapter 19. ECONOMIC AND TECHNICAL COOPERATION

Article 19.1: Objectives 1. To support the objectives of this Agreement to increase trade and investment between Canada and Indonesia, the Parties agree to promote economic and technical cooperation to: (a) strengthen the capacity of the Parties and,as appropriate,the private sector to support the implementation and maximize the opportunities and benefits of this Agreement; (b) facilitate the implementation of economic and technical cooperation activities related to trade and investment commitments under this Agreement and any further mutually agreed cooperation activities that contribute to the objectives of this Agreement; and (c) promote inclusive and sustainable economic growth. 2. The Parties shall seek, ifpossible, to minimize duplication with existing economic and technical cooperation between the Parties. Article 19.2: Scope of Economic andTechnical Cooperation 1. Economic and technical cooperation under this Chapter relates to trade and

investment commitments under this Agreement or any other areas of cooperation as the Parties may decide. 2. The Parties shall undertake economicand technical cooperation activities,which may include sharing best practices, exchanging expertise and information, promoting innovation through dialogues, seminars, workshops, collaborative research and development, or any other forms of cooperation as the Parties may decide. Article 19.3: Committee on Economic and Technical Cooperation 1. The Parties hereby establish a Committee on Economic and Technical Cooperation ("Committee") to support the implementation of this Chapter, composed of government representatives of each Party. 2. The Parties shall jointly chair the Committee. 3. The Committee shall: (a) develop an implementation plan as guidancefor subsequent annual work programs, which includes a set of outputs, outcomes, and indicators; (b) develop annual work programs, which includea set of outputs, outcomes, and indicators; (c) coordinate with other committees, sub-committees, working groups, or any other subsidiary bodies established under this Agreement, to identify and implement appropriate economic and technical cooperation activities, and to avoid duplication of work programs; (d) consult or engage relevant stakeholders or external parties necessary to establish and implement the Committee's work programs; (e) monitor and assess the progress in implementing economic and technical cooperation activities; (f) report to the Joint Committee; (g) identify and resolve any emerging issues and concerns about the implementation of economic and technical cooperation activities; and (h) take any otheractions in the exercise of its functionsthat the Parties may decide. 4. The Committee shall meet within one year of thedate of entry into force of this Agreement. Unless the Parties decide otherwise, the Committee shall meet annually thereafter. 5. Each Party shall designate a contact point to facilitate communication between the Parties on all matters relating to the implementation of this Chapter and shall update the other Party on any changes to the details of the contact point. Article 19.4: Resources 1. Resources for economicand technical cooperation under this Chapter shall be provided as agreed by the Parties, taking into consideration the availability of resources. 2. Any resources provided under this Chapter shall be time-bound and subject to performance indicators. Renewal of resources may be considered in the context of the review of the Agreement pursuant to Article 26.4 (Final Provisions – Review). Article 19.5: Relation to Other Chapters Unless the Parties decide otherwise, this Chapter shall apply to all economic and technical cooperation activities under this Agreement. Article 19.6: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Chapter.

Chapter 20. BILATERAL DIALOGUES ON PRIORITY MATTERS

Article 20.1: Objective 1. The Parties recognize the importance of bilateral cooperation to address priority trade matters to strengthen the partnership between the Parties with a view to achieving their shared ambitions to develop secure and resilient critical mineral supply and value chains and to facilitate cooperation on Sanitary and Phytosanitary (SPS) matters. 2. Building on their strong economic partnership,the Parties aim to intensify their cooperation to facilitate trade and investment. Article 20.2: Bilateral Dialogues 1. Theapplication ofthe Memorandum of Understanding Between the Government of Canada and the Government of the Republic of Indonesia on the Establishment of a Bilateral Dialogue on Sanitary and Phytosanitary Issues, signed at Jakarta on 2 December 2024 will be in line with the objectives of this Chapter and further to the objectives of Chapter 5 (Sanitary and Phytosanitary Measures). 2. Theapplication of the Memorandum of Understanding between the Government of Canada and the Government of the Republic of Indonesia on Critical Mineral Cooperation, signed at Jakarta on 2 December 2024 will be in line with the objectives of this Agreement 3. The cooperation in paragraphs 1and 2, if not already commenced, willtake place at the earliest opportunity following entry into force of this Agreement, taking into account any ongoing collaborative efforts between the Parties' relevant authorities. 4. On request of a Party to the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee), the Parties may decide to enter into bilateral dialogues on other priority matters of common interest, taking into account the Parties' respective priorities in responding to global economic development and challenges. Article 20.3: Non-Application of Dispute Settlement Chapter 24 (Dispute Settlement) does not apply to any matter arising under this Chapter.

Chapter 21. GOOD REGULATORY PRACTICES AND REGULATORY COOPERATION

Article 21.1: Definitions For the purposes of this Chapter: good regulatory practices means the use of best practices in the process of planning, designing, issuing, implementing, and reviewing regulatory measures to facilitate the achievement of domestic policy objectives; regulatory authority means an administrative authority or agency at a Party's central level of government that develops, proposes, or adopts a regulatory measure, except as set out in Annex 21-A (Additional Provisions Concerning the Scope of "Regulatory Measures" and "Regulatory Authorities"), and does not include legislatures or courts. regulatory measure means a measure of general application at a Party's central level of government with which compliance is mandatory, except as set out in Annex 21-A (Additional Provisions Concerning the Scope of "Regulatory Measures" and "Regulatory Authorities");1 Article 21.2: General Provisions 1. Each Party shall encourage its regulatory authorities to adopt good regulatory practices in order to facilitate and promote trade and investment, economic growth, employment, and a

transparent and predictable regulatory environment. 2. Each Party shall determine its approach to good regulatory practices under this Agreement in a manner consistent with its own legal framework, practice, and fundamental principles underlying its regulatory system. 3. TheParties affirm the importance of: (a) maintaining and enhancing the benefits of cooperation promoted by the Parties under this Agreement through the use of good regulatory practices that facilitate increased trade in goods and services, as well as investment between the Parties; (b) each Party's right to identify its regulatory priorities and to establish and implement regulatory measures to address these priorities, in the areas and by the levels of government that the Party considers appropriate; (c) the role that regulatory measures play in achieving public policy objectives; (d) taking into account input from interested persons in the development of regulatory measures; 1 For Indonesia, regulatory measure refers to those measures set out in Articles 7(d) and (e),12,and 13 of Law Number 12/2011, as amended. (e) developing measures to foster cooperation and capacity building of the Parties; and (f) taking measures to minimise unintended inequities or disparities within and between groups of people likely to be impacted by a regulatory initiative, particularly women and Indigenous Peoples.2 4. This Chapter does not require a Party to: (a) take actions that would undermine or impede the timely adoption of regulatory measures to achieve its public policy objectives, or would otherwise risk undermining or compromising those public policy objectives; (b) achieve any particular regulatory outcome; or (c) deviate from itsdomestic procedures for preparing and adopting regulatory measures. Article 21.3: Internal Coordination of Regulatory Development 1. The Parties recognise that good regulatory practices can beencouraged through mechanisms and processes that facilitate coordination among regulatory authorities and are associated with processes for the development and review of regulatory measures. Accordingly, each Party shall endeavour to ensure the existence of those mechanisms or processes, which may include establishing and maintaining a central coordinating body forthose mechanisms or processes. 2. The Parties recognise that their respective mechanisms or processes referred to in paragraph 1 may vary depending on differences in their levels of development and political and institutional structures. Each Party should describe the operation of its mechanisms or processes in a manner that is publicly available. Each Party's mechanisms or processes should have as overarching characteristics the ability to: (a) review proposed regulatory measures to determine whether the Party has applied good regulatory practices, which may include those set out in this Chapter, in their preparation, and make recommendations based on that review; (b) strengthen consultation and coordination among the Party's regulatory authorities to identify potential overlap and duplication of regulatory measures, and to prevent the application of inconsistent requirements by regulatory authorities; (c) recommend government-wide regulatory improvements; (d) ensure compliance with international tradeand investment obligations; 2 Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples (includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations. (e) promote consideration of the impacts of the regulatory measures under preparation, including on Small and Medium-sized Enterprises (SMEs); and (f) report to the public on regulatory measures that have been reviewed and any proposals for government-wide regulatory improvement, as well as any updates on changes to the processes and mechanisms referred to in paragraph 1. Article 21.4: Early Planning 1. Each Party should publish annually a list of any regulatory measures that it reasonably expects its regulatory authorities to issue within the following 12-month period. 2. Each Party should make publicly available, as early as possible: (a) a brief description of thescope and objectives of a proposed regulatory measure; and (b) the estimated timing for adoption of the proposed regulatory measure, including opportunities for public consultations. Article 21.5: Regulatory Impact Assessments 1. To assist in designing a regulatory measure to best achieve the Party's objective, each Party shall endeavor to encourage its regulatory authorities, consistent with its laws and regulations, to conduct regulatory impact assessments when developing regulatory measures that meet certain criteria established by the Party. 2. Recognising that differences in the Parties' institutional, social, cultural, legal, and developmental circumstances may result in specific regulatory approaches, each Party should ensure that the regulatory impact assessment procedures, among other things: (a) assess the need for aregulatory measure, including by providing a description of the nature and significance of the problem that the regulatory measure intends to address; (b) identify and examinefeasible alternatives to the regulatory measure, including, to the extent possible and in accordance with the Party's laws and regulations, the corresponding costs and benefits, recognising that some costs and benefits are difficult to quantify; (c) provide an explanation of the reasons for concluding that the identified alternatives achieve the policy objectives in an efficient manner, including, if appropriate, reference to the costs and benefits and the difficulty managing risks; and (d) rely on the best reasonably available information, including relevant scientific, technical, economic, or other information within the particular regulatory authority's mandate, capacity, and resources. 3. When conducting a regulatory impact assessment, each Party shall endeavour to ensure that its regulatory authorities take into consideration the potential impacts of the regulatory measure on SMEs. Article 21.6: Public Consultations and Transparency 1. When preparing aregulatory measure, each Party shall endeavour to: (a) publish the proposed regulatory measure on a government website that would allow any person to assess whether and how its interests might be significantly affected; (b) encourage the publication of the regulatory impact assessment associated with the proposed regulatory measure on a government website; and (c) offer reasonable opportunities for any person, on a non-discriminatory basis, to provide input on the proposed regulatory measure. 2. If a proposed regulatory measure is expected to have a significant impact on international trade, the Party should normally provide a comment period of at least 60 days from the date that theproposed regulatory measure is published. 3. A Party shall consider public input received on the proposed regulatory measure. A Party shall

endeavour to make publicly available a summary of the results of consultations, except to the extent necessary to protect confidential information, or to withhold personal data, or inappropriate content. Article 21.7: Use of Plain Language Each Party should ensure that proposed and final regulatory measures are plainly written, concise, organised, and easy to understand, recognising that some regulatory measures involve technical issues for which relevant expertise or specialised knowledge might be required to understand and apply them. Article 21.8: Consideration of Other Measures To the extent appropriate and consistent with its laws and regulations, each Party should encourage its relevant regulatory authorities to consider regulatory measures of the other Party, as well as relevant developments in international, regional, and other forums, when developing regulatory measures. Article 21.9: Public Access Consistent with its laws and regulations, each Party shall endeavour to ensure that its relevant regulatory authorities provide public access to new and existing regulatory measures and, to the extent possible, make information on these measures available on a government website. Article 21.10: Retrospective Review 1. Each Party should review its regulatory measures, at intervals it deems appropriate, to determine whether they should be modified or repealed to make them more effective in achieving policy objectives and reduce unnecessary regulatory burdens, including on SMEs. 2. Each Party shall endeavour to publish, to the extent possible, any official plans and results of a review conducted under paragraph 1. Article 21.11 Cooperation The Parties shall endeavour to cooperate in order to implement this Chapter and maximise the benefits arising from it. In conducting the cooperation activities, each Party should take into consideration the other Party's needs and level of development. Cooperation activities may include: (a) information exchanges, dialogues, or meetings between officials of the Parties; (b) information exchange, dialogues, or meetings with interested persons, including SMEs, of theParties, and international organisations; (c) training programs, seminars,and otherassistance initiatives; (d) further strengthening cooperation between the regulatory authorities of the Parties; and (e) otheractivities that the Parties may decide. Article 21.12: Contact Points and Information Exchange on Implementation 1. Each Party shall designate and notify the other Party of a contact point formatters arising under this Chapter. A Party shall promptly notify the other Party of any changes to its contact point. 2. Thecontact points shall be responsible for facilitating cooperation activities under this Chapter. 3. For the purposes of transparency, cooperation,and capacity building activities, the Parties shall exchange information on the implementation of this Chapter. 4. Each Party shall provide an update to the Joint Committee established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee) on an annual basis. This update may include the actions the Party has taken to implement this Chapter and the actions it plans to take to implement this Chapter, including those to: (a) encourage its regulatory authorities to conduct regulatory impact assessments in accordance with Article 21.5 (Regulatory Impact Assessments); (b) ensure that regulatory measures are accessible, in accordance with Article 21.9 (Public Access); (c) review existing regulatory measures,in accordance with Article 21.10 (Retrospective Review); (d) publish annually, a list of any regulatory measures that it reasonably expects its regulatory authorities to issue, in accordance with Article 21.4 (Early Planning); (e) review developments in itsgood regulatory practices and itsexperiences in implementing this Chapter with a view to considering making recommendations to the Joint Committee for modifying this Chapter to further enhance the benefits of this Agreement; and (f) identify opportunities for future assistance or cooperation activities. Article 21.13: Relationship to Other Chapters In the event of an inconsistency between this Chapter and another Chapter of this Agreement, the other Chapter shall prevail to the extent of the inconsistency. Article 21.14: Non-Application of Dispute Settlement A Party shall not have recourse to dispute settlement under Chapter 24 (Dispute Settlement) for any matter arising under this Chapter. ANNEX 21-A ADDITIONAL PROVISIONS CONCERNING THE SCOPE OF "REGULATORY MEASURES"AND "REGULATORY AUTHORITIES" 1. Further to Article 21.1 (Definitions), the following measures are not regulatory measures for the purposes of this Chapter: (a) for the Parties: general statements of policy or guidance that do not prescribe legally enforceable requirements; (b) for Canada: (i) a measure concerning: (A) a military, foreign affairs, or national security function of the Government of Canada; (B) public sector management, personnel, pensions, public property, loans, grants, benefits, or contracts; (C) departmental organisation, procedure, or practice; (D) taxation, financial services or anti-money laundering measures; or (E) federal, provincial, territorial relations and agreements and relations with Aboriginal Peoples; or (ii) a measure that does not constitute a regulation under the Statutory Instruments Act; (c) for Indonesia: (i) ameasure concerning: (A) a military, foreign affairs, or national security function of the Government of Indonesia; (B) public sector management, personnel, pensions, public property, loans, grants, benefits, or contracts; (C) departmental organisation, procedure, or practice; (D) taxation, financial services or anti-money laundering measures; (E) land and real estate; (F) an approval or admission of foreign investment proposal; or (G) government procurement and strategic industry.3 2. Further to Article 21.1 (Definitions), for Canada, the Governor in Council is not a regulatory authority for the purposes of this Chapter. 3 For greater certainty,the term "strategic industries"has thesamemeaning as thatunder paragraph4 ofArticle 1 of Law Number 3 of 2014 on Industry, as amended.

Chapter 22. TRANSPARENCY, ANTI-CORRUPTION, AND RESPONSIBLE BUSINESS CONDUCT

Section A: Definitions Article 22.1: Definitions For the purposes of this Chapter: act or refrain from acting in relation to the performance of official duties includes any use of the public official's position, whether or not within the official's authorised

competence; administrative ruling of general application means an administrative ruling or interpretation that applies to all persons and factual situations that fall generally within the ambit of that administrative ruling or interpretation and that establishes a norm of conduct, but does not include: (a) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person, good, or service of the other Party in a specific case; or (b) a ruling that adjudicates with respect to a particular act or practice; foreign public official means any person holding a legislative, executive, administrative, or judicial office of a foreign country, at any level of government, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person's seniority; and any person exercising a public function for a foreign country, at any level of government, including for a public agency or public enterprise; official of a public international organization means an international civil servant or any person who is authorised by a public international organization to act on its behalf; public official means: (a) any person holding a legislative, executive, administrative or judicial office of a Party, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person's seniority; (b) any other person who performs a public function for a Party, including for a public agency or public enterprise, or provides a public service, as defined under the Party's law and as applied in the pertinent area of that Party's law; or (c) any other person defined as a public official under a Party's law. Section B:Transparency Article 22.2: Publication 1. Each Party shall ensure that its laws, regulations, procedures and administrative rulings of general application regarding any matter covered by this Agreement are promptly published, including on the internet, where feasible, or made available in such a manner as to enable an interested person and the other Party to become acquainted with them. 2. Each Party shall, to the extent possible: (a) publish in advance any measure mentioned in paragraph 1 that it proposes to adopt; and (b) provide a reasonable opportunity for an interested person and the other Party to comment on the proposed measures. 3. To the extent possible, when introducing or changing the laws, regulations, or procedures referred to in paragraph 1, each Party shall endeavour to provide a reasonable period between the date when those laws, regulations, or procedures, proposed or final in accordance with its legal system, are made publicly available and the date when they enter into force. 4. With respect to a proposed regulation of general application of a Party's central level of government respecting any matter covered by this Agreement that is likely to affect trade or investment between the Parties and that is published in accordance with paragraph 2(a), each Party shall: (a) endeavour to publish the proposed regulation in an official journal, or on an official website, preferably online and consolidated into a single portal; (b) endeavour to publish the proposed regulation: (i) no less than 60 days in advance of the date on which comments are due; or (ii) within another period in advance of the date on which comments are due that provides sufficient time for an interested person to evaluate the proposed regulation, and formulate and submit comments; (c) to the extent possible, include in the publication under subparagraph (a) an explanation of the purpose of, and rationale for, the proposed regulation; and (d) consider comments received during the comment period, and is encouraged to explain any significant modifications made to the proposed regulation, preferably on an official website or in an online journal. 5. Each Party shall, with respect to a regulation of general application adopted by its central level of government respecting any matter covered by this Agreement that is published in accordance with paragraph 1: (a) promptly publish the regulation on a single online portal or in an official journal of national circulation; and (b) if appropriate, include with the publication an explanation of the purpose of and rationale for the regulation. Article 22.3: Notification and Provision of Information 1. A Party, to the extent possible, shall notify the other Party of any proposed or existing measure that the Party considers might materially affect the operation of this Agreement or that substantially affects the interest of the other Party pursuant to this Agreement. 2. At the request of the other Party, a Party shall promptly provide information and respond to questions related to any proposed or existing measure that the requesting Party considers might materially affect the operation of this Agreement, regardless of whether the requesting Party has been previously notified of that measure. 3. Any notification, request,or information related to this Article shall be communicated through the relevant Contact Points. 4. Any notification provided,and any answer or information supplied,pursuant to paragraph 1 and paragraph 2 are without prejudice as to whether the measure is consistent with this Agreement. Article 22.4: Administrative Proceedings With a view to administering in a consistent, impartial, objective, and reasonable manner all measures of general application with respect to any matter covered by this Agreement, each Party shall ensure in its administrative proceedings applying measures referred to in Article 22.2 (Publication) to a particular person, good, or service of the otherParty in specific cases that: (a) whenever possible, a person of the other Party that is directly affected by a proceeding is provided with reasonable notice, in accordance with domestic procedures, of when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issue in question; (b) a person of the other Party that is directly affected by a proceeding is afforded a reasonable opportunity to present facts and arguments in support of that person's position prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and (c) the procedures are in accordancewith its law. Article 22.5: Review and Appeal 1. Each Party shall establish or maintain judicial, quasi-judicial or administrative tribunals, or procedures for the purpose of the prompt review and, if warranted, correction of final administrative actions regarding matters covered by this Agreement. Each Party shall ensure that its tribunals are impartial and independent of the office or authority entrusted with administrative enforcement and that they do not have any substantial interest in the outcome of the matter. 2. Each Party shall ensure that, in any tribunal or procedure referred to in paragraph 1, the parties to the proceedings are entitled to: (a) a reasonable opportunity to support or defend their respective positions; and (b) a decision based on the

evidence and submissions on therecord or, where required by that Party's domestic law, on the record compiled by the administrative authority. 3. Each Party shall ensure, subject to appeal or further review as provided for in its domestic law, that the decision referred to in paragraph 2(b) is implemented by, and governs the practice of, the office or authority with respect to the administrative action at issue. Article 22.6: Cooperation on Promoting Increased Transparency The Parties agree to cooperate in bilateral, regional, and multilateral fora on ways to promote transparency in respect of international trade and investment. Section C: Anti-Corruption Article 22.7: Scope 1. The Parties recognisethat bribery and otherforms of corruption in trade and investment activities can undermine democracy and rule of law, discourage trade and foreign investment, and adversely affect the economic development of the Parties. 2. The Parties affirm their commitment to prevent and combat corruption and bribery in international trade and investment with the understanding that this contributes to efforts to substantially reduce corruption and bribery in all their forms. 3. Thescope of this Section is limited to measures to prevent and combat corruption, including bribery with respect to any matter covered by this Agreement. 4. The Parties recognise that the description of offences adopted or maintained in accordance with this Section, and of the applicable legal defences or legal principles controlling the lawfulness of conduct, is reserved to each Party's law, and that those offences shall be prosecuted and punished in accordance with each Party's law. 5. Each Party affirms their adherence to the United Nations Convention against Corruption, done at New York on 31 October 2003 ("UNCAC"), and, to the extent that they are a party, the Inter-American Convention Against Corruption, doneat Caracas on 29 March 1996, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, done at Paris, France, on 17 December 1997. 6. The Parties reiterate their support for the principles contained in documents developed by APEC and G20 anti-corruption working groups aimed at preventing and combating corruption and endorsed by leaders or relevant ministers, including the G20 High Level Principles on Organizing against Corruption; G20 High Level Principles on Corruption and Growth, G20 Guiding Principles on Enforcement of the Foreign Bribery Offence, G20 Guiding Principles to Combat Solicitation, G20 High Level Principles on the Liability of Legal Persons for Corruption, APEC Conduct Principles for Public Officials, and the APEC Principles on the Prevention of Bribery and Enforcement of Anti-Bribery Laws. 7. The Parties also reiterate their support for, and encourage awareness among their private sectors of, available anti-corruption compliance guidance including the APEC Code of Conduct for Business: Business Integrity and Transparency Principles for the Private Sector, APEC General Elements of Effective Voluntary Corporate Compliance Programs, and G20 High Level Principles on Private Sector Transparency and Integrity. Article 22.8: Measures Against Corruption 1. Each Party shall adopt or maintain legislative and other measures as may be necessary to establish as criminal offences under its law, in matters that affect international trade or investment, when committed intentionally, by any person subject to its jurisdiction: (a) the promise, offering or giving to a public official, directly or indirectly, of an undue advantage, for the official or another person or entity, in order that the official act or refrain from acting in relation to the performance of or the exercise of his or her official duties; (b) the solicitation or acceptance by a public official, directly or indirectly, of an undue advantage for the official or another person or entity, in order that the official act or refrain from acting in relation to the performance of or the exercise of his or her official duties; (c) the promise, offering or giving to a foreign public official or an official of a public international organization, directly or indirectly, of an undue advantage for the official or another person or entity, in order that the official act or refrain from acting in relation to the performance of or the exercise of his or her official duties, in order to obtain or retain business or other undue advantage in relation to the conduct of international business; and (d) the aiding or abetting, or conspiracy in thecommission of any of the offences described in subparagraphs (a) to (c). 2. Each Party shall adopt or maintain legislative and other measures as may be necessary to establish as a criminal offense under its law, when committed intentionally, by a person subject to its jurisdiction, the embezzlement, misappropriation or another diversion by a public official for their benefit or for the benefit of another person or entity, of property, public or private fund or security, or any other thing of value entrusted to the public official by virtue of their position. 3. Each Party shall make the commission of an offence described in paragraph 1, 2 or 6 liable to sanctions that take into account the gravity of that offence. 4. Each Party shall adopt or maintain measures as may be necessary, consistent with its legal principles, to establish the liability of legal persons for offences described in paragraphs 1 and 6. In particular, each Party shall ensure that there are measures that provide for legal persons held liable for offences described in paragraphs 1 or 6 to be subject to effective, proportionate and dissuasive criminal or non-criminal sanctions, including monetary sanctions. 5. Each Party shall disallow the tax deductibility of expenses that constitute bribes under subparagraphs 1(a) to1(c) and, where appropriate, other expenses incurred in furtherance of corrupt conduct. 6. In order to prevent corruption, each Party shall adopt or maintain measures as may be necessary, in accordance with its laws and regulations, regarding the maintenance of books and records, financial statement disclosures, and accounting and auditing standards, to prohibit the following acts carried out for the purpose of committing any of the offences described in paragraph 1: (a) the establishment of off-the-books accounts; (b) the making of off-the-books or inadequately identified transactions; (c) the recording of non-existent expenditure; (d) the entry of liabilities with incorrect identification of their objects; (e) the use of false documents; and (f) the intentional destruction of bookkeeping documents earlier than foreseen by the law. 7. Each Party shall consider adopting or maintaining measures to protect, against any unjustified treatment, any person who, in good faith and on reasonable grounds, reports to the competent authorities any facts concerning offences described in paragraphs 1, 2 or 6. 8. The Parties recognise the harmful effects of facilitation payments. Each Party shall, in accordance with its laws and regulations: (a) encourage enterprises to prohibit or discourage the use of facilitation payments; and (b) take steps to raise awareness

among its public officials of its bribery laws, with a view to stopping the solicitation and the acceptance of facilitation payments. Article 22.9: Cooperation 1. ThePartiesrecognise the importance of regional and multilateral initiatives to prevent and combat corruption, including bribery in international trade and investment. The Parties intend to work together to advance efforts in regional and multilateral fora and encourage and support appropriate initiatives to prevent and combat corruption, including bribery in international trade and investment. 2. The Parties may establish and maintain a network connecting anti-corruption and law enforcement authorities to share experiences, case studies, and best practices to help develop capacity in combatting corruption and enhance cooperation between agencies responsible for investigations and prosecution of corruption. Article 22.10: Promoting Integrity among Public Officials 1. To fight corruption, each Party should promote, among other things, integrity, honesty and responsibility among its public officials. To this end, each Party shall, in accordance with the fundamental principles of its legal system, adopt or maintain: (a) measures to provideadequate procedures for the selection and training of natural persons for public positions considered by the Party to be especially vulnerable to corruption, and the rotation, if appropriate, of those natural persons to other positions; (b) measures to promote transparency in the behaviour of public officials in the exercise of public functions; (c) policies and procedures to identify and manage actual or potential conflicts of interest of public officials; (d) measures that require senior public officials,and other public officials as determined by the Party, to make declarations to appropriate authorities regarding, among other things, their outside activities, employment, investments, assets and substantial gifts or benefits from which a conflict of interest may result with respect to their functions as public officials; and (e) measures to facilitate reporting by public officials of any facts concerning offences described in Article 22.8.1, Article 22.8.2, or Article 22.8.6 (Measures Against Corruption) to appropriate authorities, if those acts come to their notice in the performance of their functions. 2. Each Party shall endeavour to adopt or maintain codes or standards of conduct for the correct, honourable, and proper performance of public functions, and measures providing for disciplinary or other measures, if warranted, against public officials who violate the codes or standards established or maintained in accordance with this paragraph. 3. Each Party, to the extent consistent with the fundamental principles of its legal system, shall consider establishing procedures through which a public official accused of an offence described under Article 22.8.1 (Measures Against Corruption) may, where considered appropriate by that Party, be removed, suspended, or reassigned by the appropriate authority, bearing in mind respect for the principle of the presumption of innocence. 4. Each Party shall, in accordance with the fundamental principles of its legal system and without prejudice to judicial independence, adopt or maintain measures to strengthen integrity, and to prevent opportunities for corruption, among members of the judiciary in matters that affect international trade or investment. These measures may include rules with respect to the conduct of members of the judiciary. Article 22.11: Participation of Private Sector and Society 1. Each Party shall take appropriate measures, within its means and in accordance with fundamental principles of its legal system, to promote the active participation and safety of individuals and groups outside the public sector, such as enterprises, civil society, non-governmental organisations, women's organisations, and community-based organisations, in the prevention of and the fight against corruption in matters affecting international trade or investment, and to raise public awareness regarding the existence, causes and gravity of, and the threat posed by, corruption. To this end, a Party may, for example: (a) undertake inclusive public information activities and inclusive public education programmes that contribute to non-tolerance of corruption; (b) encourage professional associations and other non-governmental organisations, if appropriate, in their efforts to support and assist enterprises, in particular Small and Medium-sized Enterprises ("SMEs"), in developing internal controls, ethics, and compliance programmes or measures for preventing and detecting bribery and corruption in international trade and investment; (c) encourage company management to make statements in their annual reports or otherwise publicly disclose their internal controls, ethics, and compliance programmes or measures, including those that contribute to preventing and detecting bribery and corruption in international trade and investment; and (d) adopt or maintain measures that respect, promote, and protect the freedom to seek, receive, publish and disseminate information concerning corruption. 2. Each Party shall endeavourto encourage private enterprises, taking into account their structure and size, and the sectors in which they operate, to: (a) adopt or maintain sufficient internal auditing controls to assist in preventing and detecting offences described in Article 22.8.1 or Article 22.8.6 (Measures Against Corruption) in matters affecting international trade or investment; (b) ensure that theiraccounts and required financial statements are subject to appropriate auditing and certification procedures; and (c) establish compliance programs for the purpose of preventing and detecting offences described in Article 22.8.1 or Article 22.8.6 (Measures Against Corruption). 3. Each Party shall take appropriate measures to ensure that its relevant anti.corruption bodies are known to the public and shall provide access to those bodies, if appropriate, for the reporting, including anonymously, of any incident that may be considered to constitute an offence described in Article 22.8.1 (Measures Against Corruption). Article 22.12: Application and Enforcement of Anti-Corruption Laws 1. In accordance with the fundamental principles of its legal system, a Party shall not fail to effectively enforce its laws or other measures adopted or maintained to comply with Article 22.8 (Measures to Combat Corruption) through a sustained or recurring course of action or inaction, after the date of entry into force of this Agreement, as an encouragement for trade and investment. The Parties recognise that individual cases or specific discretionary decisions related to the enforcement of anti-corruption laws are subject to each Party's domestic law and legal procedures. 2. In accordance with the fundamental principles of its legal system, each Party retains the right for its law enforcement, prosecutorial, and judicial authorities to exercise their discretion with respect to the enforcement of its anti-corruption laws. Each Party retains the right to take decisions with

regard to the allocation of its resources. 3. The Parties affirm their commitments under applicable international agreements, or arrangements to cooperate with each other, consistent with their respective legal and administrative systems, to enhance the effectiveness of law enforcement actions to combat the offences described in Article 22.8 (Measures to Combat Corruption). Article 22.13: Relation to Other Agreements Nothing in this Agreement shall affect the rights and obligations of the Parties under the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ("UNTOC"), and to the extent that they are a party, the Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, with its Annex, done at Paris on 21 November 1997, or the Inter-American Convention Against Corruption, done at Caracas on 29 March 1996. Article 22.14: Dispute Resolution 1. Chapter 24(Dispute Settlement) does not apply to a matter arising under this Section. 2. Notwithstanding paragraph 1, a Party may request consultations pursuant to Article 24.5 (Dispute Settlement – Consultations) if it considers that a measure of the otherParty is inconsistent with an obligation under this Section, or that the other Party has otherwise failed to carry out an obligation under this Section, in a manner affecting trade or investment between Parties. 3. The consulting Parties shall make every effort to find a mutually satisfactory resolution, which may include appropriate cooperative activities or a work plan to address the matter. Section D: Responsible Business Conduct andCorporate Social Responsibility Article 22.15: Responsible Business Conduct and Corporate Social Responsibility 1. Each Party recognises the importance of responsible business conduct and corporate social responsibility, and commits to collaborate with relevant stakeholders to develop, adopt, promote, strengthen, and implement policies that support a responsible business environment. 2. Each Party affirms that enterprises operating within its jurisdiction have a duty to comply with all its applicable laws, such as those concerning human rights, the rights of Indigenous Peoples1, environmental protection, and labour. 3. Each Party shall encourage enterprises organised or constituted under its law, or operating in its territory, including SMEs, to incorporate into their business practices and internal policies those internationally recognised standards, guidelines, and principles of responsible business conduct and corporate social responsibility that have been endorsed or are supported by that Party, and that address issues such as labour, environment, human rights, and anti-corruption, such as the OECD Guidelines on Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, and the UN Global Compact. 4. Each Party should encourage investors or enterprises operating within its territory to undertake and maintain meaningful engagement and dialogue, in accordance with international responsible business conduct standards, guidelines, and principles that have been endorsed or are supported by that Party, with Indigenous Peoples2 and local communities, as applicable. 1 Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples(includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations. 2 Indigenous Peoples refers to: (a) for Canada,Aboriginal peoples(includingFirst Nations,Inuit,andMétis peoples) as definedin subsection 35(2) of the Constitution Act,1982 of Canada; (b) for Indonesia,Masyarakat HukumAdat in accordancewithIndonesia's lawsandregulations.

Chapter 23. ADMINISTRATIVE AND INSTITUTIONALPROVISIONS

Article 23.1: Establishment of the Joint Committee The Parties hereby establish a Joint Committee, composed of government representatives of each Party. The Joint Committee will be co-chaired by government representatives of each Party at the level of Ministers, or by their designees. Article 23.2: Functions of the Joint Committee 1. The Joint Committee shall: (a) consider ways to further enhance trade and investment between the Parties; (b) consider any matter relating to the implementation or operation of this Agreement; (c) supervise the work of thecommittees, sub-committees, working groups, and other subsidiary bodies established under this Agreement ("subsidiary bodies"); (d) without prejudice to Chapter 24 (Dispute Settlement), seek to prevent problems that might arise in areas covered by this Agreement, and to resolve disputes that may arise regarding the interpretation or application of this Agreement; and (e) review this Agreement and its implementation in accordance with Article 26.4 (Final Provisions – Review). 2. The Joint Committee may: (a) establish, merge, or dissolve subsidiary bodies established under this Agreement, and determine their responsibilities, to improve the functioning of this Agreement; (b) delegate responsibilities to the Agreement Coordinators established under Article 23.5 (Agreement Coordinators); (c) seek advice of a non-governmental person or entity; (d) adopt interpretative decisions concerning this Agreement binding on panels established under Article 24.7 (Dispute Settlement – Request for the Establishment of a Panel) and on tribunals established under Section D of Chapter 13 (Investment – Investor-State Dispute Settlement); (e) adopt a modification to this Agreement of: (i) a Party's Schedule to Annex 2-A(Tariff Commitments) to accelerate tariff elimination or improve market access conditions; (ii) the rules of origin established in Annex 3-B(Product-Specific Rules of Origin); or (iii) the minimum data elements under Annex 3-A (Minimum Data Elements of the Declaration of Origin); (f) consider any proposal to amend or modifythe rights and obligations under this Agreement; and (g) take any otheraction in the exercise of its functions as the Parties may decide. 3. Themodifications referred to in paragraph 2(e) are subject to the completion of the necessary domestic legal procedures of either Party. Article 23.3: Meetings of the Joint Committee 1. The Joint Committee shall meet within one year of the date ofentry into force of this Agreement and thereafter as the Parties may decide, or at the request in writing of a Party. Unless the Parties decide otherwise, meetings of the Joint Committee shall be held in person alternately in the territory of each Party, or virtually by any means available. 2. If the Joint Committee meets at the level of Ministers, it may be preceded by a meeting at the level of senior officials. Article

23.4: Decision-Making and Rules of Procedure 1. Decisions and recommendations of the Joint Committee and subsidiary bodies shall be taken by consensus. 2. The Joint Committee and subsidiary bodies may establish their own rules of procedure. 3. If a Party provides information to the other Party in relation to a meeting of the Joint Committee or a subsidiary body and designates the information as confidential, the Party receiving the information shall maintain the confidentiality of the information. Article 23.5: Agreement Coordinators 1. Each Party shall designate an Agreement Coordinator and notify the otherParty in writing within 60 days following the entry into force of this Agreement. Each Party shall promptly notify the other Party any changes to its Agreement Coordinator. 2. TheAgreement Coordinators shall: (a) monitor the work of all subsidiary bodies and, as appropriate, make recommendations regarding the functioning of this Agreement to the Joint Committee; (b) coordinate preparations for Joint Committee meetings; (c) respond to any information requests pursuant to Article 22.3 (Transparency, Anti-Corruption, and Responsible Business Conduct – Notification and Provision of information); (d) receive all notifications and information provided pursuant to this Agreement, unless otherwise provided in this Agreement; (e) facilitate communications between the Parties on any matter covered by this Agreement; (f) dischargeany otherresponsibilities delegated by the Joint Committee under Article 23.2.2(b) (Functions of the Joint Committee); and (g) maintain an updated list of chapter-specific subsidiary bodies and contact points. 3. TheAgreement Coordinators shall meet and communicate as often as required. Meetings may beheld in person or virtually. 4. A Party may request in writing at any time that a special meeting of the Agreement Coordinators be held. TheAgreement Coordinators shall endeavour to meet within 30 days following the receipt of a request.

Chapter 24. DISPUTE SETTLEMENT

Section A: Dispute Settlement Article 24.1: Definitions For purposes of this Chapter: complaining Party means a Party that requests the establishment of a panel under Article 24.7 (Request for the Establishment of a Panel); panel means a panel established under Article 24.7 (Request for the Establishment of a Panel); panellist means a member of a panel established under Article 24.7 (Request for the Establishment of a Panel); and responding Party means a Party that has been complained against under Article 24.7 (Request for the Establishment of a Panel). Article 24.2: Cooperation The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement and shall make every attempt through cooperation and discussion to arrive at a mutually satisfactory resolution of any matter that might affect its operation. Article 24.3: Scope and Coverage Except as otherwise provided in this Agreement, the provisions of this Chapter shall apply to the settlement of all disputes between the Parties regarding the interpretation or application of this Agreement or wherever a Party considers that: (a) an actual or proposed measure of the other Party is or would be inconsistent with one of its obligations under this Agreement; or (b) the other Party has otherwise failed to carry out one of its obligations under this Agreement. Article 24.4: Choice of Forum 1. Disputes regarding any matter arising under both this Agreement and the WTO Agreement or any other free trade agreement to which the Parties are party may be settled in either forum at the discretion of the complaining Party. 2. If a complaining Party requests the establishment of a panel or its equivalent under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of the other. This paragraph shall not apply if substantially separate and distinct rights or obligations are in dispute. Article 24.5: Consultations 1. A Party may request in writing consultations with the other Party regarding any matter referred to in Article 24.3 (Scope and Coverage). 2. TheParty requesting consultations shall deliver the written request for consultations to the other Party, and shall set out the reasons for the request, including the identification of the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage), and indicating the legal basis for the complaint. 3. Subject to paragraph 4, the Parties shall enter into consultations within 30 days of the date of receipt of the request by the other Party, unless the Parties decide otherwise. 4. In cases of urgency, including those involving perishable goods, the Parties shall enter into consultations within 15 days of the date of receipt of the request by the other Party. 5. The Parties shall makeevery attempt to arrive at a mutually satisfactory resolution of the matterthrough consultations under this Article. To this end, each Party shall: (a) provide sufficient information to enable a full examination of the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage); (b) make available personnel of its governmental agencies or otherregulatory bodies with expertise in the subject matter of the consultations; and (c) treat any confidential or proprietary information received in the course of consultations on the same basis as the Party providing the information. 6. Consultations are confidential and without prejudice to the rights of the Parties in proceedings under this Chapter. 7. Consultations may be held in person or by any other means decided by the Parties. Article 24.6: Good Offices, Conciliation, and Mediation 1. The Parties may at any time decide to undertakean alternative method of dispute resolution, such as good offices, conciliation, or mediation. A Party shall at all times exercise its judgment as to whether an alternative method of dispute resolution may be fruitful. If a Party determines that an alternative method of dispute resolution may be fruitful, it shall request in writing agreement from the other Party to undertake an alternative method of dispute resolution. The other Party shall give good faith consideration to this request. 2. Mediation shall be conducted according to the mediation procedures set out in Annex 24-A (Rules of Procedure for Mediation), unless the Parties decide otherwise. Other alternative methods of dispute resolution shall be conducted according to procedures decided by the Parties. 3. The Parties shall begin, suspend, or terminate mediation proceedings according to the mediation procedures set out in Annex 24-A (Rules of Procedure for Mediation), unless the Parties decide otherwise. The Parties may at any time begin, suspend, or terminate other alternative

dispute resolution proceedings established under this Article. 4. Proceedings involving good offices, conciliation,and mediation are confidential and without prejudice to the rights of the Parties in any other proceedings under this Chapter. 5. If the Parties decide,good offices, conciliation,or mediation may continue while panel proceedings provided for in this Chapter are in progress. Article 24.7: Request for the Establishment of a Panel 1. Unless the Parties decide otherwise, if a matter referred to in Article 24.5 (Consultations) has not been resolved within: (a) 45 days after the date of receipt of the request for consultations; or (b) 25days after the date of receipt of therequest for consultations for matters referred to Article 24.5.4 (Consultations), the Party requesting consultations may refer the matter to a panel. 2. A panel shall not be established to review a proposed measure. 3. The complaining Party shall deliver a written request for the establishment of a panel to the responding Party. In this request, the complaining Party shall indicate the reason for the request, identify the measure or other matter at issue under Article 24.3 (Scope and Coverage), and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly. Article 24.8: Panel Composition 1. Thepanel shall comprise three panellists. 2. Each Party shall, within 30 days after the date of receipt of therequest for establishment of the panel, appoint a panellist, propose up to four candidates to serve as the chair of the panel, and notify the other Party in writing of the appointment and its proposed candidates to serve as the chair. If a Party fails to appoint a panellist within this time, the panellist shall be appointed by the other Party from the candidates proposed for chair by each Party. 3. The Parties shall endeavour to decide on the chair from among the candidates proposed within 45 days after the date of receipt of the request for establishment of the panel. If the Parties fail to decide on the chair within this time period, within a further seven days the chair shall be selected by lot from the candidates proposed and shall be appointed to the panel, unless the Parties decide otherwise. 4. If a panellist withdraws, is removed, or becomes unable to serve, all time periods applicable to that panel's proceedings shall be suspended until the date a replacement is appointed. The Parties shall appoint the replacement as follows: (a) apanellist appointed by a Party shall be replaced by that Party within 15 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 2; (b) a chair shall be replaced by a person selected by both Parties within 15 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 3; and (c) if an appointment in subparagraphs(a) or (b) would require selecting from the chair candidates and there are no remaining chair candidates, each Party shall propose up to three additional candidates within 15 days and the Parties shall then follow the applicable procedure in subparagraphs (a) or (b). 5. Ifa Party believes that apanellist is in violation of the Code of Conduct referenced in Article24.9.1(f) (Qualifications of Panellists), the Parties shall consult. If the Parties concur on removing the panellist, the panellist shall be removed and a new panellist shall be selected in accordance with this Article. 6. If a Party believes that apanellist or a candidate for chair does not meet the requirements in Articles 24.9.1 or24.9.3 (Qualifications of Panellists), the Parties shall consult within 10 days after that individual was appointed or proposed. If the Parties concur that a panellist does not meet the requirements, the panellist shall be removed, and a new panellist shall be selected in accordance with paragraph 4. If the Parties concur that a candidate for chair does not meet the requirements, the candidate shall be withdrawn, and a new candidate proposed within 10 days. Article 24.9: Qualifications of Panellists 1. Each panellist shall: (a) have expertise or experience in law, international trade, other matters covered by this Agreement, or in the settlement of disputes arising under international trade agreements; (b) be chosen strictly on the basis of objectivity, reliability, and sound judgment; (c) be independent, serve in theirindividual capacity, not be affiliated with or employed by a Party, and not take instructions from any Party or organisation; (d) not be a national of a Party, nor have theirusual place of residence in the territory of a Party; (e) not have dealt with the matter at issue in any capacity, including involvement in an alternative dispute resolution proceeding referred to in Article 24.6 (Good Offices, Conciliation, and Mediation); and (f) comply with Annex 24-C(Code of Conduct). 2. The Parties shall endeavour to include greater diversity in panel appointments, including through the increased representation of women appointed to panels. To this end, the Parties shall endeavor to appoint at least one woman to each panel. 3. For a dispute arising under Chapter 17 (Trade and Sustainable Development), each Party shall select panellists in accordance with the following requirements, in addition to those set out in paragraphs 1 and 2: (a) in any dispute arising under Section B (Trade and Environment), panellists other than the chair shall have expertise or experience in environmental law or practice; and (b) in any dispute arising under Section C (Trade and Labour), panellists other than the chair shall have expertise or experience in labour law or practice. Article 24.10: Rules of Procedure and Terms of Reference of Panels 1. A panel established under this Chapter shall follow the rules of procedure set out in Annex 24-B (Rules of Procedure). A panel may establish, in consultation with the Parties, supplementary rules of procedure that do not conflict with the provisions of this Chapter. 2. Unless the Parties decide otherwise, the rules of procedure shall ensure: (a) each Party has the opportunity to provide initial and rebuttal written submissions; (b) the Parties have the right to at least one hearing before the panel, and that subject to subparagraph (g), these hearings shall be open to the public; (c) that all written submissions and oral arguments shall be made in English; (d) that all submissions and comments made to the panel shall be available to the other Party; (e) subject to subparagraph (g), that a Party may make available to the public aParty's written submissions, written versions of its oral statements and written responses to requests or questions from the panel; (f) that thepanel allows a non-governmental entity of a Party to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties; and (g) the protection of information designated by either Party for confidential treatment. 3. Unless the Parties decide otherwise, within 15 days after the date of the establishment of the panel, the terms of reference of the panel shall be: "To examine in the light of the relevant provisions of the Agreement, the matter referred to in the

request for the establishment of the panel and to make findings, determinations, and recommendations as provided in Article 24.11 (Panel Reports)". 4. If the complaining Party requests the panel to make a finding as to the degree of adverse trade effects on a Party of any measure found not to conform to the obligations in this Agreement, the terms of reference shall so indicate. 5. At the request of a Party, or on its own initiative, the panel may seek information or technical advice from a person or body it deems appropriate subject to any terms and conditions that the Parties may decide. The Parties shall have an opportunity to comment on information or technical advice obtained. 6. The panel may rule on its own competence. 7. The panel may delegate to the chair authority to make administrative and procedural decisions. 8. The panel may, in consultation with theParties, modify any time-period applicable in the panel proceedings and make other procedural or administrative adjustments as may be required for the fairness or efficiency of the proceeding. 9. Findings, determination, and recommendations of the panel under Article 24.11 (Panel Reports) shall be made by consensus. If the panel is unable to reach consensus, it may make its findings, determinations, and recommendations by a majority of its members. 10. Panellists may furnish separate opinions on matters not unanimously agreed. A panel may not disclose which panellist is associated with a majority or minority opinion. 11. Unless the Parties decide otherwise, the expenses of the panel, including the remuneration of the panellists, shall be borne in equal shares between the Parties. Article 24.11: Panel Reports 1. Unless the Parties decide otherwise, the panel shall issue a panel report in accordance with the provisions of this Chapter. 2. The panel shall base its panel report on the provisions of this Agreement,applied and interpreted in accordance with the rules of interpretation of public international law, the submissions and arguments of the Parties, and any information or technical advice put before it pursuant to Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels). 3. When interpreting an obligation under this Agreement which is incorporated by reference from the WTO Agreement, the panel shall take into consideration any relevant interpretation established in reports adopted by the WTO Dispute Settlement Body as well as any authoritative interpretations of the WTO General Council and Ministerial Conference. 4. The findings, determinations,and recommendations of the panel shall not add to or diminish the rights and obligations of the Parties under this Agreement. 5. The panel shall issue an interim panel report to the disputing Parties within 150 days after the last panellist is appointed or, in cases of urgency, within 120 days. The interim panel report shall contain: (a) findings of fact; (b) a determination as to whether theresponding Party has conformed with its obligations under this Agreement and any other finding or determination requested in the terms of reference; and (c) recommendations for resolution of the dispute, if requested by a Party. 6. The interim panel report shall be confidential. 7. A Party may submit written comments to the panel on its interim panel report, subject to time limits that may be set by the panel. After considering those comments, the panel, on its own initiative or on the request of either Party, may: (a) request the views of a Party; (b) reconsider its interim panel report; or (c) make any further examination that it considers appropriate. 8. The panel shall issue afinal panel report within 30days of the issuance of the interim panel report. 9. Thefinal panel report is binding on the Parties as from the date on which it is issued and shall not be subject to appeal. 10. Unless the Parties decide otherwise, each Party shall make the final panel report publicly available 15 days after it is issued, subject to the protection of information designated for confidential treatment. Article 24.12: Implementation of the Final Panel Report 1. On receipt of the final report of a panel, the Parties shall decide on the resolution of the dispute. Unless the Parties decide otherwise, the resolution shall be in conformity with the determinations and any recommendations of the panel. 2. Wherever possible, the resolution shall be the removal of a measure or rectification of a matter found by the panel to be inconsistent or otherwise not in conformity with an obligation in thisAgreement. 3. If the Parties are unable to decide on aresolution within 45 days of the date the final panel report was issued to the Parties, or within another period as the Parties may decide, the responding Party shall, if so requested by the complaining Party, enter into negotiations with a view to deciding mutually satisfactory compensation. Article 24.13: Non-Implementation -Suspension of Benefits 1. The complaining Party may, subject to paragraph 5, suspend the application of benefits to the responding Party of equivalent effect until such time as the Parties have reached a decision on a resolution of the dispute if: (a) no decision on compensation has been reached under Article 24.12.3 (Implementation of the Final Panel Report) within 20 days after the date of the complaining Party's request; (b) 45 days have passed following the issuance of the final panel report if compensation is not requested under Article 24.12.3 (Implementation of the Final Panel Report); or (c) the Parties have decided on the resolution of the dispute or on compensation, and the complaining Party considers that the responding Party has failed to observe the terms of that decision. 2. The complaining Party may suspend benefits under paragraph 1only after providing notice to the responding Party that specifies the level of benefits that the complaining Party proposes to suspend. 3. In considering which benefits to suspend under paragraph 1: (a) the complaining Party should first seek to suspend benefits or other obligations in the same sector as that affected by the measure or other matter that the panel has found to be inconsistent with the obligation under this Agreement; and (b) if the complaining Party considers it is not practicable or effective to suspend benefits or other obligations in the same sector, the complaining Party may suspend benefits in another sector. 4. The level of benefits to be suspended shall becalculated starting from the date the final panel report was issued to the Parties. 5. The complaining party shall suspend benefits only until: (a) the measure or other matter found to be inconsistent with the obligations of this Agreement has been brought into conformity with this Agreement, including as a result of the panel process described in Article 24.14 (Review of Compliance and Suspension of Benefits); or (b) the Parties have otherwise reached a mutually satisfactory resolution. Article 24.14: Review of Compliance and Suspension of Benefits 1. A Party may, by written notice to the other Party, request that a panel be reconvened to make a determination with respect to: (a) whether the level of

benefits suspended by a Party under Article 24.13.1 (Non-Implementation -Suspension of Benefits) is manifestly excessive; or (b) a disagreement as to theexistence or consistency with this Agreement of a measure taken to comply with the determinations or recommendations of the previously established panel. 2. In the written notice of the request referred to in paragraph 1, the Party shall identify the measure or other matter at issue under Article 24.3 (Scope and Coverage) and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly. 3. The panel shall bereconvened either: (a) upon receipt by the other Party of a written notice referred to in paragraph 1; or (b) in the event that any original panel member is unable to serve on the panel, on the date on which a replacement panel member is appointed in accordance with the provisions of Article 24.8 (Panel Composition). 4. The provisions of Articles 24.10(Rules of Procedure and Terms of Reference of Panels) and 24.11 (Panel Reports) apply to procedures adopted and reports issued by the panel reconvened under this Article, with the exception that the panel shall: (a) present a final report within 45 days of being reconvened where the request concerns subparagraph 1(a) only, and otherwise within 90 days; and (b) present an interim report 15 days prior to presenting a final report. 5. A panel reconvened under this Article may include in its final report a recommendation, where appropriate, that any suspension of benefits be terminated or that the amount of benefits suspended be modified. Section B: Domestic Proceedings and Private Commercial Dispute Settlement Article 24.15: Referrals of Matters from Judicial or Administrative Proceedings 1. If an issue of interpretation or application of this Agreement arises in any domestic judicial or administrative proceeding of a Party that a Party considers would merit its intervention, or if a court or administrative body solicits the views of a Party, that Party shall notify the other Party. The Joint Committee, established under Article 23.1 (Administrative and Institutional Provisions – Establishment of the Joint Committee), shall endeavour to decide on an appropriate response as expeditiously as possible. 2. The Party in whose territory the court oradministrative body is located shall submit any agreed interpretation of the Joint Committee to the court or administrative body in accordance with the rules of that forum. 3. If the Joint Committee is unable to agree, a Party may submit its own views to the court or administrative body in accordance with the rules of that forum. Article 24.16: Private Rights A Party shall not provide for a right of action under its domestic law against the other Party on the ground that the other Party has failed to conform with one of its obligations under this Agreement. Article 24.17: Alternative Dispute Resolution 1. Each Party shall, to themaximum extent possible, encourageand facilitate the use of arbitration and other means of alternative dispute resolution for the settlement of international commercial disputes between private parties in the free trade area. 2. To this end, each Party shall provide appropriate procedures to ensure observance of agreements to arbitrate and for the recognition and enforcement of arbitral awards in those disputes. 3. A Party shall be deemed to be in compliance with paragraph 2 if it is a party to and is in compliance with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958. ANNEX 24-A RULES OF PROCEDURE FOR MEDIATION Article 1: Application The following rules of procedure shall apply to mediation under Article 24.6 (Good Offices, Conciliation, and Mediation) of this Chapter, unless the Parties decide otherwise. These rules aim to facilitate the finding of a mutually satisfactory resolution through a detailed and expeditious mediation procedure. Section A:Mediation Proceeding Article 2: Initiation of the Proceeding 1. A Party may at any timerequest in writing that the other Party enter into a mediation proceeding regarding any matter referred in Article 24.3 (Scope and Coverage) of this Chapter. The request shall be sufficiently detailed to present clearly the concerns of the requesting Party and shall: (a) identify the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage); (b) provide a statement of the adverse effects that the requesting Party believes the measure, proposed measure, or other matter has, or will have, on trade or investment between the Parties; and (c) explain how the requesting Party considers that those effects are linked to the measure, proposed measure, or other matter. 2. Consultations are not required before initiating a mediation proceeding. However, a Party should normally avail itself of the provisions in Articles 24.2 (Cooperation) and 24.5 (Consultations) of this Chapter before initiating a mediation proceeding. 3. A mediation proceeding shall only be initiated by mutual consent of the Parties. A Party shall give good faith consideration to a request for mediation pursuant to paragraph 1 and shall reply in writing within 10 days of the date of receipt of the request, indicating whether it consents to mediation. Article 3: Selection and Duties of the Mediator 1. If the Parties decide to initiate a mediation proceeding, the Parties shall decide on a mediator no later than 15 days after the receipt of the reply to the request for mediation, unless the Parties agree otherwise. 2. A mediator shall not be a national of either Party, unless the Parties decide otherwise. Mediators shall be chosen strictly based on objectivity, reliability, and sound judgment, and shall have expertise or experience in alternative methods of dispute resolution. 3. The mediator shall at all times conduct themselves in an impartial and transparent manner and shall comply with Article 9 of Annex 24-C (Code of Conduct). 4. The mediator shall assist the Parties in bringing clarity to the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage) of this Chapter and its possible trade effects and in finding a mutually satisfactory resolution to the problem referred to mediation. Article 4: Rules of Procedure for Mediation 1. Within 10 days after thedate of the appointment of the mediator, the requesting Party shall present, in writing, a detailed description of the problem to the mediator and to the other Party, including the operation of the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage) of this Chapter and its trade effects. Within 20 days after the date of delivery of this submission, the other Party shall provide, in writing, any comments on the description of the problem. Either Party may include in its description or comments any information that it deems relevant. 2. The mediator shall decide on the most appropriate way of bringing clarity to the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage) of this Chapter and its possible trade effects. The mediator

may organise meetings between the Parties, consult the Parties jointly or individually, and provide any additional support requested by the Parties. The mediator may seek the assistance of or consult with relevant experts1 and stakeholders, after consulting with the Parties and in accordance with the terms and conditions that the Parties may decide. 3. Themediation proceedings shall take place in theterritory of the Party to which the request was addressed, or in any other location or by any other means if the Parties decide otherwise. 4. A mediator may, on agreement by the Parties, adopt supplementary rules of procedure that do not conflict with this Chapter or this Annex. Article 5: Mutually Satisfactory Resolution 1. The mediator may offer advice and propose a resolution for the consideration of the Parties. The Parties may accept or reject the proposed resolution or may agree on a different resolution. The mediator may not advise or comment on the consistency of the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage) of this Chapter. 1 A Party may not object toan expert being consultedin adispute settlement proceeding under this Chapter or under the WTO Agreement solely on thegroundthat the expert has been consulted under this paragraph. 2. The Parties shall endeavour to reach a mutually satisfactory resolution within 60 days from the appointment of the mediator. Pending a final mutually satisfactory resolution, the Parties may consider possible interim resolutions, in particular in cases of urgency referred to in Article 24.5.4 (Consultations) of this Chapter. A mutually satisfactory resolution shall include a timeframe for implementation of the resolution. 3. Mutually satisfactory resolutions shall be made publicly available, subject to the protection of any information that a Party has designated as confidential. 4. On request of the Parties, the mediator shall issue to the Parties, in writing, a draft factual report, providing a brief summary of the measure, proposed measure, or other matter at issue under Article 24.3 (Scope and Coverage) of this Chapter in the mediation proceeding, the procedure followed, and any mutually satisfactory resolution reached as the final outcome of the proceeding, including interim resolutions. The mediator shall provide the Parties 15 days to comment on the draft factual report. After considering the comments of the Parties submitted within the period, the mediator shall submit, in writing, a final factual report to the Parties within 15 days. The factual report shall not include any interpretation of this Agreement. Article 6: Terminationof Mediation Proceeding 1. The mediation proceeding shall be terminated: (a) on the date of the adoption of a mutually satisfactory resolution by the Parties; (b) by a written declaration of the mediator, after consulting with the Parties, that further efforts at mediation would be to no avail; (c) by a written declaration of a Party, after the Parties have explored mutually satisfactory resolutions in the mediation proceeding and considered any advice or proposed solutions offered by the mediator. That declaration may not be issued before the period set out in Article 5.2 of this Annex has expired; or (d) at any stage of the procedure, by mutual agreement of the Parties. 2. The duties of a mediator shall end upon the termination of mediation proceedings pursuant to paragraph 1. Section B:Implementation Article 7: Implementation of a Mutually Satisfactory Resolution 1. If the Parties agree to amutually satisfactory resolution, each Party shall implement the mutually satisfactory resolution within the agreed timeframe. 2. The implementing Party shall inform the other Party in writing of any steps taken to implement the mutually satisfactory resolution. Section C:General Provisions Article 8: Confidentiality and Relationship to Dispute Settlement 1. Unless the Parties decide otherwise, and without prejudice to Article 5.3 of this Annex, all stages of the mediation proceeding, including any advice or proposed resolution, are confidential. A Party may publicly disclose the fact that mediation is taking, or has taken, place. The obligation of confidentiality does not extend to factual information already existing in the public domain. 2. The mediation proceeding is without prejudice to the Parties' rights and obligations in Chapter 24 (Dispute Settlement) in this Agreement or any other agreement. 3. A Party shall not rely on or introduce as evidence in other dispute settlement proceedings under this Agreement or any other agreement, nor shall a panel take into consideration: (a) positions taken by the other Party in the course of the mediation proceeding or information gathered under Article 4.2 of this Annex; (b) the fact that the other Party has indicated its willingness to accept a resolution to the matter under mediation; or (c) advice given or proposals made by the mediator. 4. A mediator may not serve as a panellist in a dispute settlement proceeding under this Agreement or under any other agreement involving the same matter for which they have been a mediator. Article 9: Time limits Any time limit referred to in this Annex may be modified by the mutual decision of the Parties. Article 10: Costs 1. Each Party shall bear its costs of participating in the mediation proceeding. 2. The Parties shall share jointly and equally the costs of organisational matters, including the remuneration and expenses of the mediator. Remuneration of the mediator shall be in accordance with that of the chair of a panel in Article 9.2 of Annex 24-B (Rules of Procedure). Article 11: Cooperation The Parties may cooperate to further develop or promote the use of alternative methods of dispute resolution under this Agreement, including the rules of procedure for mediation set out in this Annex, or under other multilateral fora, including at the WTO. ANNEX 24-B RULES OF PROCEDURE Article 1: Application The following rules of procedure are established in accordance with Article 24.10 (Rules of Procedure and Terms of Reference of Panels) of this Chapter and apply to dispute settlement proceedings under this Chapter, unless the Parties decide otherwise. Article 2: Definitions For the purposes of this Annex: adviser means a person retained by a Party to advise or assist that Party in connection with the panel proceeding; assistant means a person who, under the terms of appointment of a panellist, conducts research or provides support to a panellist; authorised person means a person who is: (a) an authorised representative of a Party designated under Appendix 24-B-2 (Authorised Persons); (b) an authorised employeeof the responsible office; (c) a panellist; (d) an assistant; or (e) an expert; authorised employee of the responsible office means an individual employed or appointed by the responsible office, including interpreters, translators, court reporters or other individuals that it retains for the purposes of a panel proceeding, who the responsible office has authorised to work on the dispute; authorised representative means: (a) an official of a Party; or (b) a legal counsel

or other advisor or consultant to a Party whom the Party has authorised to act on its behalf in the course of the dispute and whose authorisation the Party has notified to the panel and to the other Party, but excludes in all circumstances an individual or an employee, officer or agent of any entity that could reasonably be expected to benefit outside of proceedings under Chapter 24 (Dispute Settlement) from the receipt of confidential information; day means a calendar day, unless otherwise specified; designated office means the office that a Party designates under Article 3 (Administration of Dispute Settlement Proceedings) of this Annex to provide administrative assistance to panels; expert means a person or body providing information or technical advice pursuant to Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels) of this Chapter; legal holiday means every Saturday and Sunday and any other day officially designated by a Party as a public holiday for the purposes of this Annex, and notified to the responsible office pursuant to Article 5.1 ofthis Annex; representative means an employee of a government department or agency or of any other government entity of a Party, or any person appointed or retained by a government department or agency, or any other government entity of a Party, who represents, advises or assists that Party for the purposes of a dispute under this Chapter; and responsible office means the designated office of the responding Party. Section A:General Provisions Article 3: Administration of Dispute Settlement Proceedings 1. Each Party shall: (a) designate an office to provide administrative assistance to a panel established under Chapter 24 (Dispute Settlement); and (b) notify the other Party of the location of its designated office. 2. Each Party shall be responsible for the operation and costs of its designated office, including any costs associated with contracting a third-party service provider to fulfil the functions of the designated office. Article 4: Responsible Office The responsible office shall: (a) provide administrative assistance to the panel and any expert; (b) arrange for the payment to panellists, assistants, experts, interpreters, translators, court reporters or other individuals that it retains in a panel proceeding; (c) make available to the panellists, on confirmation of their appointment, copies of this Agreement, this Annex and Annex 24-C (Code of Conduct), and other documents relevant to the panel proceeding; (d) organise and coordinate the logistics required for hearings; (e) retain a permanent copy of the complete record of the panel proceedings; (f) release to the public the documents provided for under Articles 22.1 and 22.2 (Public Release of Documents) of this Annex, if not already released, by the time the final report of the panel is issued; and (g) act in a strictly impartial manner. Article 5: Information to be Provided to the Responsible Office 1. Each Partyshall, at theearliest possible opportunity, notify the responsible office of: (a) an e-mail address that shall be used for electronic delivery of documents; (b) a service address for delivery of documents that cannot be delivered electronically; and (c) the normal business hours of that Party's designated office and of any public holidays on which that designated office is closed. 2. A Party shall, at the earliest possible opportunity, advise the responsible office of any changes to the information provided in paragraph 1. Article 6: Notifications Notifications, documents and requests shall be deemed to be received on the date upon which the electronic version of them is received. Article 7: Computation of Time 1. Time periods are in calendar days unless provided otherwise. 2. When the Agreement, this Annex, or the panel requires anything to be done before or after a date or event, the time period does not include the day of that date or event. 3. If, by reason of application of this Annex, a Party receives a document on a date other than the date on which the same document is received by the other Party, the period of time that is calculated shall be calculated from the last date of receipt of that document. 4. Time periods are based on the time zone of the responsible office unless the Parties decide otherwise. Article 8: Ex Parte Contacts 1. A Party shall not communicate with the panel or individual panellists without notifying the other Party. The panel or individual panellists shall not communicate with a Party in the absence of, or without notifying, the other Party. 2. A panellist shall not discuss any aspect of the subject matter of the proceeding with a Party in the absence of the other panellists. 3. A panellist shall not meet or have discussions concerning any matter under consideration by the panel with an expert in the absence of representatives of both Parties. 4. An expert shall not communicate with a Party in the absence of, or without notifying, the other Party. Article 9: Remuneration and Payment of Expenses 1. The Parties shall bear equally the remuneration and expenses of panellists, assistants, and experts and all administrative expenses of the panel. 2. Unless the Parties decide otherwise, remuneration for panellists shall be paid at the rate for non-governmental panellists used by the WTO on the date a Party makes a written request for the establishment of a panel under Article 24.7 (Request for the Establishment of a Panel) of this Chapter. 3. Each panellist may hire one assistant to provide research, translation, or interpretation support, unless a panellist requires an additional assistant and the Parties decide that, due to exceptional circumstances, the panellist should be permitted to hire an additional assistant. Each assistant shall be paid at a rate of one-fifth the rate for a panellist. 4. If a panel decides to seek information or technical advice pursuant to Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels) of this Chapter, and the Parties agree that an expert is to receive remuneration and expenses for providing the information or advice, the amount and details of the remuneration and expenses shall be determined by the Parties in accordance with WTO standards. 5. The expenses authorised under a panel proceeding shall be as follows: (a) travel expenses: include the transportation costs of the panellists and assistants, their accommodations and meals, as well as related taxes and insurance. Travel arrangements shall be made and travel expenses reimbursed, in accordance with the administrative guidelines applied by the responsible office; and (b) administrative expenses: include, among others, telephone calls, courier services, fax, stationery, rent of locations used for hearings and deliberations, interpreter services, court reporters or any other person or service contracted by the responsible office to support the proceeding. 6. Each panellist and assistant shall keep a record and render a final account of his or her time and expenses to the responsible office, and the panel shall keep a record and render a final account to the responsible office of all expenses. Each panellist and assistant shall submit this account, including relevant supporting documentation, such as

invoices, consistent with the administrative guidelines of the responsible office. A panellist or assistant may submit requests for payment of remuneration or reimbursement for expenses during the proceeding. 7. All requests for payment shall be subject to review by the responsible office. The responsible office shall make payments for the remuneration of panellists and assistants and for expenses, consistent with the administrative guidelines applied by the responsible office, using resources provided equally by the Parties, and in coordination with the Parties. This Annex does not oblige a responsible office to pay any remuneration or expense in connection with a panel proceeding prior to receiving the contributions of the Parties. 8. The responsible office shall submit to the Parties a final report on payments made in connection with a dispute. On request of a Party, the responsible office shall submit to the Parties a report of payments made to date at any time during the panel proceedings. 9. In case of resignation orremoval of a panellist or assistant, or if the Parties reach a mutually satisfactory resolution or the complaining Party withdraws its request for establishment of a panel, the responsible office will make payment of the remuneration and expenses owed, using resources provided equally by the Parties, on submission of the panellist's or assistant's final account of time or expenses, following the procedures in paragraph 6. Section B:Dispute Settlement Article 10: Procedures to Select Chair by Lot 1. Unless the Parties agree otherwise, the following procedures shall apply for the purposes of selecting a chair by lot pursuant to Article 24.8.3 (Panel Composition) of this Chapter: (a) The host Party shall be the complaining Party. (b) The host Party shall give the responding Party at least five days advance notice of the date of the selection and the place at which the selection will take place, and shall invite a representative of the responding Party to be present. Unless the Parties agree otherwise, the selection shall take place in the capital of the host Party. (c) The host Party shall prepare acontainer with sealable envelopes, with each envelope containing the names of the candidates proposed by the Parties pursuant to Article 24.8.2 (Panel Composition) of this Chapter. There shall be one envelope corresponding to each candidate, which shall be verified by the responding Party and then sealed prior to the random selection. (d) A representative of the responding Party shall remove from the container one envelope, randomly and without being able to discern the identity of the candidate to whom the envelope corresponds until the envelope is unsealed and opened. (e) The candidate to whom the envelope corresponds shall be the chair. 2. If, following notification under subparagraph 1(b), no representative of the responding Party is present at the appointed place and time for the random selection, or if that representative is present but refuses to remove an envelope under subparagraph 1(d), the host Party may conduct the random selection by itself. Article 11: Terms of Reference 1. If the Parties decide on the terms of reference under Article 24.10.3 (Rules of Procedure and Terms of Reference of Panels) of this Chapter, within 15 days after the date of the establishment of the panel, the complaining Party shall promptly deliver those terms of reference to the responsible office. The responsible office shall deliver them by the most expeditious means practicable to the panel on the appointment of the last panellist. 2. If the Parties have not decided on the terms of reference within 15 days after the date of the establishment of the panel, the complaining Party may notify the responsible office. On receipt of that notification, the responsible office shall deliver by the most expeditious means practicable the terms of reference set out in Article 24.10.3 (Rules of Procedure and Terms of Reference of Panels) of this Chapter to the panel on appointment of the last panellist. Article 12: Procedures for Submitting Documents 1. A Party shall submit all documents relating to a dispute by e-mail or other electronic means to the panel through the responsible office. A Party submitting a document to the panel shall deliver a copy of the document by e-mail or other electronic means to the responsible office and, on the same day, to the other Party. 2. If it is not possible to deliver a document (or any part thereof, including any exhibit) in electronic form in accordance with paragraph 1, the Party submitting the document shall advise the responsible office and the other Party of its inability to do so. That Party shall deliver the document by the most expeditious means practicable to the responsible office and to the other Party. 3. When the responsible office receives a document submitted by a Party, the responsible office shall distribute by e-mail or other electronic means a copy of the document to the panel on the same day. If it is not possible to deliver the document by e-mail or other electronic means, the responsible office shall deliver the document to the panel by the most expeditious means practicable. 4. A document delivered by electronic means must be in searchable format. If that is not feasible at the time that document is delivered, the relevant Party shall file a searchable version as soon as possible unless it is not technically possible to do so. 5. A Party may at any timecorrect minor errors of aclerical nature in any written submission or other document related to the panel proceeding by delivering a new document clearly indicating the changes. Any difference of views as to whether the correction is of a clerical nature shall be resolved by the panel in consultation with the Parties. 6. If the last day for delivery of a document falls on a legal holiday observed by a Party or on any other day on which the government offices of that Party are closed by order of the government or by force majeure, the document may be delivered on the next business day. When a time frame for submission of a document is extended in accordance with this Annex, all subsequent time frames provided for in this Annex shall be extended by the amount of time that the time frame was extended. 7. When a Party delivers adocument to the responsible office, the responsible office shall provide that Party with a confirmation of receipt, indicating the title of the document and the date of receipt. 8. If an original version of an exhibit is not in English, the Party submitting the exhibit shall provide the exhibit in its original language together with an English translation. 9. The Parties, with the assistance of theresponsible office, shall endeavor to use a common electronic platform for electronic filing of submissions. 10. No document may beconsidered as having been submitted to the panel unless it is submitted to the panel through the responsible office in accordance with this Article. Article 13: Written Submissions by a Party 1. Thecomplaining Party shall submitits initial written submission to the responsible office no later than 15 days after the date on which the last panellist is appointed. 2. No later than 10 days after

the last panelist is appointed, and after consulting the Parties, the panel shallissueatimetableforthe proceeding thatnormally shallprovidefor: (a) submission of the initial written submission of theresponding Party no later than 31 days after the date on which the initial written submission of the complaining Party is due; (b) submission of any written rebuttal submission of the complaining Party no later than 21 days after the date set for submission of the initial written submission of the responding Party; (c) submission of any written rebuttal submission of the responding Party no later than 21 days after the date set for submission of the written rebuttal submission of the complaining Party; (d) a hearing no later than 14 days after the date set for submission of the written rebuttal submission of the responding Party; (e) delivery to the Parties of written questions, if any, from the panel within three days of the last day of the hearing; (f) with the agreement of the panel, submission of a Party's supplementary written submission responding to any matter that arose during the hearing, along with responses to written questions, if any, from the panel, within 10 days of the last day of the hearing; and (g) submission of a Party's comments on any supplementary written submission or any responses to written questions by the other Party within 17 days of the last day of the hearing. 3. In establishing the dates for submissions or for the hearing, the panel shall comply with Article 12.6 of this Annex. 4. The initial written submission shall state clearly the complaining Party's claim, including the identification of the measures at issue and the legal basis for the complaint, and shall also include a statement of the relevant facts and circumstances. 5. The initial written submission of the responding Party shall state the facts and arguments of the responding Party upon which its defense is based. 6. The initial written submission of a Party shall include all evidence a Party intends to rely on in support of the factual and legal arguments it advances, including any expert or technical advice. The Parties shall only submitadditional factual evidence when necessary for purposes of rebuttals, answers to questions, or comments to answers provided by the other Party. The panel may grant exceptions to this rule upon good cause being shown. Article 14: Written Submission by a Non-Governmental Entity 1. Each Party shall, no later than 14 days after the date of the establishment of the panel, make public: (a) the establishment of the panel; (b) the opportunity for non-governmental entities in each Party's territory to submit requests to provide written views in the dispute; and (c) the procedures and requirements for making those submissions, consistent with this Annex. 2. A panel may, on application made by a non-governmental entity in each Party's territory, grant leave to that non-governmental entity to file a written submission that may assist the panel in evaluating the submissions and arguments of the Parties. 3. The application for leave shall: (a) contain a description of the non-governmental entity, including, as applicable, a statement of its nationality or place of establishment, membership, sources of financing, legal status, and the nature of its activities; (b) identify the specific issues of fact and law the non-governmental entity will address in its submission; (c) explain how the non-governmental entity's submission would assist the panel in determining the factual or legal issue related to the dispute by bringing a perspective, particular knowledge, or insight that is different from that of the Parties and why its views would be unlikely to repeat legal and factual arguments that a Party has made or is expected to make; (d) contain a statement disclosing: (i) whether the non-governmental entity has or had any relationship, directly or indirectly, with a Party; (ii) whether the non-governmental entity received or will receive assistance, financial or otherwise, in the preparation of its application for leave or its submission; and (iii) if the non-governmental entity has received assistance referred to in sub-subparagraph (ii), the Party or person providing the assistance and the nature of that assistance; (e) be made in writing, dated and signed by an official of the non.governmental entity, and include the address and other contact details of the official; (f) be no longer than 5 pages; (g) be made in English; and (h) be delivered to theresponsible office. 4. The responsible office shall promptly provide any request to the panel and each Party and make the request available to the public. 5. The panel shall set a reasonable date by which the Parties may comment on the application for leave. 6. The panel shall decide within 14 days after the date of its receipt of the request whether to grant the non-governmental entity leave to submit a written submission in whole or in part. In making its decision to grant leave, the panel shall take into account the requirements in paragraph 3 and any views by the Parties on the application for leave. 7. A panel shall set the date for delivery of the non-governmental entity's written submission, and the date for delivery of any responses to that submission by the Parties. 8. The submission of the non-governmental entity must: (a) be dated and signed by arepresentative of the non-governmental entity; (b) be no longer than 10 pages, including any appendices; (c) address only the issues of fact and law that the non-governmental entity described in its application for leave, subject to any further limitations imposed by the panel in its granting of leave; and (d) be made in English; and (e) be delivered to theresponsible office. 9. Notwithstanding paragraphs 3(g) and 8(d), a non-government entity may apply for leave or provide a submission in any language together with an English translation. 10. A panel is not required to address in its report any issue raised in a written submission by a non-governmental entity. 11. The responsible office shall make written submissions by non-governmental entities public as soon as possible after they are submitted to the panel and at the latest by the time the final report is issued. Article 15: Operation of a Panel 1. Unless the Parties decide otherwise, the Parties and the panel shall meet within seven days of the date on which the last panellist is appointed in order to consult on the timetable for the proceedings and determine any other matter that the Parties or the panel deem appropriate. The panellists and representatives of the Parties may take part in this meeting by telephone, video conference, or other electronic means. 2. No later than 10 days after the last panelist is appointed, and after consulting the Parties, the panel shall issue a timetable for the proceeding. 3. The chair of the panel shall preside at all of its meetings. A panel may delegate to the chair authority to make administrative and procedural decisions. These decisions shall be notified to the other panellists and, where appropriate, to the Parties. 4. The panel may conduct its business by any appropriate means, including by telephone, video conference or other electronic means. 5. The

panel may hear witnesses only in the presence of representatives to the Parties. 6. The deliberations of thepanel shall be confidential. Only panellists may take part in the deliberations of the panel. The panel may permit assistants, interpreters, or translators to be present during those deliberations if the panel determines they are necessary. 7. The drafting of any ruling shall remain the exclusive responsibility of the panel and shall not be delegated. 8. A panel may, on request of a Party or on its own initiative, adopt supplementary rules of procedure that do not conflict with this Chapter or this Annex. The panel shall obtain agreement from the Parties before adopting any supplementary rules of procedure. Article 16: Burden of Proof 1. A Party asserting that a measure of the other Party is inconsistent with this Agreement, or that the other Party has failed to carry out its obligations under this agreement, shall have the burden of establishing that inconsistency or failure. In cases where the responding Party declines to participate in the panel proceeding, the panel shall only find that the complaining Party has satisfied its burden if the complaining Party establishes a prima facie case of such inconsistency or failure to carry out its obligations. 2. A Party asserting that a measure is subject to an exception or affirmativedefence under this Agreement shall have the burden of establishing that the exception or defence applies. Article 17: Rules of Evidence 1. The panel may request, on its own initiative or at the request of a Party, that a Party make available documents or other information relevant to the dispute and may take a failure to comply with this request and any of the reasons given for this failure into account in its panel report. 2. The Parties may, in a manner that is consistent with the procedures established by the panel, submit witness testimony in person or via declaration, affidavit, report, teleconference, or videoconference. 3. The other Party shall have the opportunity to rebut or test the veracity of testimony or evidence. The panel has the right to test the veracity of testimony or evidence. 4. In appropriate circumstances, a Party may submit anonymous testimony and redacted evidence. The Party submitting anonymous testimony may disclose exclusively to the panel the source of the anonymous testimony and redacted evidence on its own initiative or at the request of the panel, provided that the panel takes appropriate steps to safeguard the identity of the witness. 5. No later than 30 days before the date of the hearing, the Parties may submit to the panel an agreed statement of facts that the Parties consider are not in dispute. If an agreed statement of facts is submitted, the panel shall accept the facts stipulated by the Parties. Article 18: Hearings 1. The Parties shall havea right to at least one hearing before the panel. 2. The chair of the panel shall fix the date and time of the initial hearing and any subsequent hearings in consultation with the Parties and the panellists, and then notify the responsible office in writing of those dates and times. This information shall be made publicly available by the responsible office. 3. Unless the Parties decide otherwise, the location of hearings shall alternate between the capitals of the Parties with the first hearing to take place in the capital of the responding Party. 4. All panellists shall be present during the entirety of any hearings. Where a replacement panellist has been selected by the Parties after the initial hearing has been held, the panel shall hold a new hearing if a Party requests it and after consultation with the other Party, or if the panel considers a new hearing to be appropriate. The new hearing can be limited to particular issues. 5. No later than five days before the date ofa hearing, each Party shall deliver to the responsible office and the other Party a list of the names of those persons who will make oral arguments, presentations, or provide witness testimony at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing. 6. The panel shall conduct the hearing in thefollowing manner, ensuring that the complaining Party and the responding Party are afforded equal time: Argument – (a) Argument of the complaining Party; (b) Argument of the responding Party; Rebuttal Argument – (c) Reply of the complaining Party; (d) Counter-reply of the responding Party; Closing Statement – (e) Closing statement of the complaining Party; and (f) Closing statement of the responding Party. 7. The panel may direct questions to a Party at any time during a hearing. 8. Unless the Parties decide otherwise, hearings shall be open to the public, except as necessary to protect information designated by a Party for confidential treatment. Hearings shall be held in closed session for the duration of any discussion of information designated as confidential. Only authorised persons may attend a portion of the hearing that is closed. 9. A Party that wishes to submit or discuss confidential information during a hearing shall provide prior notice to the panel, the other Party, and the responsible office. 10. The responsible office shall arrange fora transcript of each hearing to be prepared and shall, as soon as possible after it is prepared, deliver a copy of the transcript to each Party and the panel. The Parties may propose corrections to the transcript no later than 21 days from its delivery. In case of disagreement, the Parties shall seek guidance from the panel. Article 19: Information and Technical Advice 1. If a panel decides to seek information or technical advice under Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels) of this Chapter, it shall notify the Parties of its intent at the earliest possible time and no later than 15 days after the last day of the hearing. 2. If a Party considers that a panel should seek information or technical advice under Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels) of this Chapter, it shall notify the panel at the earliest possible time and no later than 15 days after the last day of the hearing. 3. No later than 15 days after the date of the request under paragraph 1 or 2, the panel shall consult the Parties to seek their views on the scope of the request for information or technical advice, and from which person or body the information or technical advice should be sought. 4. No later than five days after the selection of a person or body under paragraph 3, the panel shall circulate the draft terms and conditions of the request for information or technical advice and provide the Parties with seven days to comment on that draft. 5. No later than 15 days after the selection of the person or body under paragraph 3, the Parties, in consultation with the panel, shall agree on the terms and conditions of the request for information or technical advice. 6. The panel shall deliver acopy of the request for information or technical advice to the responsible office which, in turn, shall deliver copies by electronic means to the Parties and to the person or body selected under paragraph 3. The responsible office shall make the request available to the public, subject to the protection of any

confidential information. 7. The expert selected under paragraph 4 shall deliver the information or technical advice to the responsible office on the date decided by the panel and the Parties, which normally shall be within 30 days after the receipt of the panel's request. 8. The responsible office shall deliver the information or technical advice to the panel and the Parties by electronic means, and shall make it available to the public, subject to the protection of confidential information. The panel shall establish a date for the Parties to provide comments on the information or technical advice. That date shall normally be within 14 days after the date of delivery of the information or technical advice. 9. If a notification is madeunder paragraph 1 or 2, any time period applicable to the panel proceeding shall be suspended for a period beginning on the date of the notification and ending on the date of delivery of the comments on the information or technical advice under paragraph 8, or on any other date that the panel provide after consultations with the Parties. 10. If the information or technical advice is delivered before the hearing is held, the panel may request, at the request of a Party, or on its own initiative, that the expert attend the hearing in order to provide an opportunity for the panel and the Parties to ask questions regarding the information or technical advice delivered by that expert. If the information or technical advice is delivered after the hearing is held, the panel may arrange, at the request of a Party, or on its own initiative, a hearing, including through a teleconference or videoconference, in order to provide the opportunity for the panel and the Parties to ask questions regarding the information or technical advice delivered by that expert. Article 20: Review of Compliance and Suspension of Benefits 1. If a Party requests that apanel be reconvened pursuant to Article 24.14 (Review of Compliance and Suspension of Benefits) of this Chapter, the responsible office shall promptly notify the panellists. If a panellist is unavailable, the Parties shall select a new panellist in accordance with Article 24.8.4 (Panel Composition) of this Chapter. The responsible office shall promptly notify the Parties that the panel has been reconvened or that a new panellist has been selected. The panel is reconvened when all panellists are confirmed to be available. 2. This Annex applies to a panel established under Article 24.14 (Review of Compliance and Suspension of Benefits) of this Chapter except that: (a) the Party that requests the establishment of the panel shall deliver its initial written submission to the responsible office within seven days after the date on which the panel is reconvened; (b) the complaining Party shall deliver its written rebuttal submission to the responsible office within 21 days after the date of delivery of the initial written submission; (c) the panel shall fix the time limit for delivering any further written submissions so as to provide each Party with the opportunity to make an equal number of written submissions subject to the time limits for panel proceedings set out in this Agreement and this Annex; and (d) the panel may decide not to convene a hearing unless a Party requests a hearing. Article 21: Treatment of Confidential Information 1. This Article and Appendix 24-B-1 (Confidential Information) apply to information that a Party or expert submits during a panel proceeding and designates as confidential. However, they do not apply to a Party or expert with respect to confidential information first submitted by itself, including in derivative form. 2. Each Party, designated office and authorised person in connection with the panel proceedings shall treat as confidential the information that the submitting Party or expert has designated as confidential information in accordance with Appendix 24-B-1 (Confidential Information). This Annex does not preclude a Party from disclosing its own information to the public. 3. After consulting the Parties, the panel may establish any additional procedure that it considers necessary to protect confidential information. Article 22: Public Release of Documents 1. A Party making a request or issuing a notification under Article 24.5 (Consultations) or Article 24.7 (Request for the Establishment of a Panel) of this Chapter shall make available a copy of the request or notification to the public no later than seven days after it delivers that request or notification. 2. Subject to the designation of information as confidential, each Party shall make available to the public a public version of its written submissions as soon as possible after those documents are submitted to the panel, and at the latest by the time the final report is issued. 3. If the Party required to make available a document publicly under paragraphs 1 and 2 has not done so at the end of the required period, at the direction of the other Party, its designated office or the responsible office shall make available the document publicly. Before those documents are made available to the public, they shall be redacted to remove any information designated for confidential treatment by a Party pursuant to Appendix 24-B-1 (Confidential Information). 4. A Party shall not publicly disclose the content of an interim panel report presented to the Parties under Article 24.11 (Panel Report) of this Chapter or the content of any comments made on an interim panel report. 5. To the extent it considers necessary to protect confidential information, a Party may designate any factual information it includes in a written submission that is not in the public domain as confidential under Appendix 24-B-1 (Confidential Information). To the extent possible, confidential information should be contained in an exhibit or annex to the submission. Each Party shall exercise the utmost restraint in designating information as confidential. 6. If a Party designates information contained in a document as confidential, it shall also prepare and deliver a redacted non-confidential version of the document no later than 10 days after the date of submission of the document that contained the confidential information. 7. If a Party redacts confidential information, the non-confidential version of the document shall indicate clearly each place that the information has been redacted. 8. No later than 15 days after the issuance of the final report, and after taking any steps to protect confidential information, the Parties through the responsible office shall make the final report available to the public. APPENDIX 24-B-1 CONFIDENTIAL INFORMATION 1. A Party or expert shall identify confidential information by: (a) clearly marking information recorded in paper and electronic records with the notation "CONFIDENTIAL INFORMATION" on the cover page of the record, including the timeframe during which the information shall be kept confidential, and on each page where confidential information appears, and by enclosing the confidential information in double square brackets; (b) clearly marking information recorded in an electronic file which is used to store an electronic record, with the notation "CONFIDENTIAL

INFORMATION" in the name of the electronic file and in any electronic transmission of the information and clearly indicating the confidential information where it appears in the electronic record that is stored on the electronic file as described in subparagraph (a); and (c) declaring spoken information to be "confidential information" prior to its disclosure. 2. If a Party submits confidential information first submitted by the other Party, it shall identify that information as confidential information by: (a) clearly marking the information pursuant to paragraph 1(a) and (b); and with the name of the Party that first submitted the information on the cover page; and (b) prior to its disclosure, declaring spoken information to be "confidential information" and identifying the Party that first submitted the information. 3. Only authorised persons designated under Appendix 24-B-2 (Authorised Persons) may view or hear confidential information. No authorised person who views or hears confidential information may disclose it or allow it to be disclosed to any other person except authorised persons. 4. An authorised person shall take all necessary precautions to safeguard confidential information when a record containing the information is in use or being stored. 5. Authorised persons who view or hear confidential information shall use that information only for the purposes of the panel proceedings. 6. The panel shall not disclose confidential information in its report but may state conclusions drawn from that information. 7. After the conclusion of the panel proceeding, each Party shall, in a manner consistent with its law: (a) destroy any record provided by another Party containing the confidential information and promptly notify the panel and the other Party when the confidential information has been destroyed; (b) return any record containing confidential information to the Party that submitted the information, unless the Party that first submitted the confidential information decides otherwise, and promptly notify the panel and the other Party when the confidential information has been returned; or (c) maintain the confidentiality of any record containing confidential information. 8. The panel may, at the request of the Parties, or with the consent of the Parties, modify or waive any part of the procedures set out in this Appendix for treatment of confidential information. In that case, each authorised person must sign and submit to the panel a modified Declaration of Non-Disclosure, as appropriate. APPENDIX 24-B-2 AUTHORISED PERSONS 1. Each Party shall submit to the panel and the other Party a list of its authorised representatives who need access to confidential information submitted by a Party and whom it wishes to have the panel designate as authorised persons. 2. The responsible office shall submit to the panel and the Parties a list of the authorised employees of the responsible office who need access to confidential information in the panel proceeding and whom it wishes to have the panel designate as authorised persons. 3. Each Party and the responsible office shall keep the number of persons on its list as limited as possible and may each submit amendments to its list at any time. A Party or the responsible office may submit a modification to its list at any time. 4. In no circumstances shall a Party or the responsible office nominate as an authorised person any person, or any employee, officer or agent of any entity, who could reasonably be expected to benefit outside of panel proceedings under Chapter 24 (Dispute Settlement) from the receipt of confidential information. 5. A Party may object to the designation by the panel of a person as an authorised person within seven days after the date of receipt of the list or amendments to the list, or within seven days of becoming aware of information that would establish a violation of the Code of Conduct. Within seven days after the date of receipt of an objection, the panel shall decide on the objection, having regard to any potential harm arising from the designation to the interests of the owners or sources of confidential information. 6. If the panel designates aperson as an authorised person after a Party makes an objection, confidential information may not be disclosed to that authorised person until the Party submitting the information has had a reasonable opportunity to: (a) withdraw the information, in which case the panel shall return any record containing the information to the Party submitting it and each Party shall, in a manner consistent with its law, either: (i) destroy any record containing the information, or (ii) return that record to the Party submitting the information; or (b) withdraw the designation of the information as confidential information. 7. Subject to any decision on an objection to designate a person as an authorised person, the panel shall designate the persons on the lists submitted under paragraphs 1 and 2 as authorised persons for the dispute. Each authorised person must sign and submit to the panel the Declaration of Non-Disclosure set out in Appendix 24-B-3 (Declaration of Non-Disclosure). APPENDIX 24-B-3 DECLARATION OF NON-DISCLOSURE 1. Iacknowledge having received acopy of Annex 24-B (Rules of Procedure) governing the treatment of confidential information (the "Rules of Procedures"). 2. I acknowledge having read and understood the Rules of Procedures. 3. Iagree to be bound by, and to adhere to, the Rules of Procedures and, accordingly, without limitation, to treat confidentially all confidential information that I may view or hear from time to time in accordance with the Rules of Procedures and to use that information solely for purposes of the panel proceedings. Executed on this _____ day of _____, 20___. By: (Name) (Signature) ANNEX 24-C CODE OF CONDUCT Article 1: Application The Parties place prime importance on the integrity and impartiality of proceedings conducted under Chapter 24 (Dispute Settlement). This Annex is established in furtherance of Article 24.9 (Qualifications of Panellists) of this Chapter to ensure that these principles are respected. Article 2: Definitions For the purposes of this Annex: assistant means a person who, under the terms of appointment of a panellist, conducts research or provides support to a panellist; candidate means an individual who is under consideration for appointment as a panellist pursuant to Article 24.8 (Panel Composition) of this Chapter; expert means a person or body providing information or technical advice pursuant to Article 24.10.5 (Rules of Procedure and Terms of Reference of Panels) of this Chapter; family member means the spouse of a candidate or panellist; or a parent, child, grandparent, grandchild, sister, brother, aunt, uncle, niece, or nephew of the candidate or panellist or spouse of the candidate or panellist, including whole and half blood relatives and step relatives; or the spouse of that individual. A family member also includes any resident of a candidate's or panellist's household whom the candidate or panellist treats as a member of their family; panellist means a member of a

panel established under Article 24.7 (Request for the Establishment of a Panel) of this Chapter; and staff means a person under the employment, direction and control of a panellist, other than an assistant. Article 3: Responsibilities to the Process Each candidate, panellist and former panellist shall avoid impropriety and the appearance of impropriety and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process is preserved. Article 4: Disclosure Obligation 1. Prior to confirmation of their appointment as a panellist under Article 24.8 (Panel Composition) of this Chapter, acandidate shall disclose any interest, relationship, or matter that is likely to affect the candidate's independence or impartiality or that might reasonably create an appearance of impropriety or an apprehension of bias in the proceeding. An appearance of impropriety or an apprehension of bias is created where a reasonable person, with knowledge of all the relevant circumstances that a reasonable inquiry would disclose, would conclude that a candidate's or panellist's ability to carry out the duties with integrity, impartiality, and competence is impaired. 2. A candidate shall make all reasonable efforts to become aware of and to identify any interests, relationships, and matters referred to in paragraph 1, and shall complete and submit to the Parties the Undertaking and Initial Disclosure Statement set out in Appendix 24-C-1 (Undertaking and Initial Disclosure Statement). To this end, the Party nominating the candidate shall provide the candidate with a copy of this Annex and Appendix 24-C-1 (Undertaking and Initial Disclosure Statement). The candidate shall submit the Undertaking and Initial Disclosure Statement to the Parties no later than seven days after the date on which they receive the documents from the nominating Party. 3. Without limiting the generality of the disclosure requirement in paragraph 1, a candidate shall disclose the following interests, relationships, and matters: (a) any financial interest of the candidate in: (i) the proceeding or in its outcome, and (ii) an administrative proceeding, a domestic judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration; (b) any financial interest of the candidate's employer, business partner, business associate, or family member in: (i) the proceeding or in its outcome, and (ii) an administrative proceeding, a domestic judicial proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration; (c) any past or existing financial, business, professional, family, or social relationship of the candidate with any interested parties in the proceeding, or their counsel, or any such relationship involving a candidate's employer, business partner, business associate, or family member; (d) any public advocacy or legal or other representation provided by the candidate concerning an issue in dispute in the proceeding or concerning a dispute involving the same good, service, investment, or government procurement that is the subject of the dispute in the proceeding; and (e) any publication by the candidate that has a direct relationship with the matter in dispute in the proceeding in which the candidate was requested to serve. 4. Once appointed, a panellist shall continue to make all reasonable efforts to become aware of and to identify any interests, relationships, or matters referred to in paragraphs 1 or 3 and shall disclose them promptly to the Parties in writing for their consideration. The obligation to disclose is a continuing duty that requires a panellist to disclose any of these interests, relationships, and matters that may arise during any stage of the proceeding. 5. In the event of any uncertainty regarding whether an interest, relationship, or matter must be disclosed, a candidate or panellist should decide in favour of disclosure. 6. The obligations to disclose referred to in paragraphs 1 to5 should not be interpreted so that the burden of detailed disclosure makes it impractical for persons in the legal or business community to serve as panellists, thereby depriving the Parties of the services of those who might be best qualified to serve as a panellist. Candidates and panellists are not called upon to disclose interests, relationships, or matters whose bearing on their role in the proceeding would be trivial. 7. This Annex does not determine whether or under what circumstances the Parties will disqualify a candidate or panellist from being appointed to, or serving as a member of, a panel on the basis of disclosures made. Article 5: Duties of Candidates and Panellists 1. A candidate or panellist shall avoid direct or indirect conflicts of interest. 2. A candidate should consider declining an appointment as a member of a panel, and a panellist should consider refusing to continue to act, if: (a) they have any doubt as to their ability to be independent or impartial; or (b) facts or circumstances exist, or have arisen since the appointment, which would create an appearance of impropriety or an apprehension of bias. 3. Once appointed, and throughout the course of theproceeding, a panellist shall: (a) perform their duties thoroughly and expeditiously; (b) avoid unnecessary expense and delay; (c) ensure that they can becontacted by the responsible office, at all reasonable times, for the purpose of conducting the work of the panel; (d) carry out all duties fairly and diligently; (e) comply with the provisions of this Chapter and Annex 24-B (Rules of Procedure); (f) not deny other panellists the opportunity to participate in all aspects of the proceeding; (g) consider only those issues raised in the proceedings and necessary to make a decision; (h) take all reasonable steps to ensure that theirassistants and staff comply with Articles 3 (Responsibilities to the Process), 4 (Disclosure Obligation), 5 (Duties of Candidates and Panellists), 6 (Independence and Impartiality of Panellists), 7 (Duties in Certain Situations) and 8 (Confidentiality) of this Annex. Article 6: Independence and Impartiality of Panellists 1. A panellist shall be independent and impartial. A panellist shall act in a fair manner and shall avoid creating an appearance of impropriety or an apprehension of bias. 2. Paragraph 1 includes the obligation not to: (a) be influenced by self-interest, outside pressure, political considerations, public clamor, loyalty to a Party, or fear of criticism; (b) directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of their duties; (c) use their position on the panel to advance any financial or personal interests; (d) allow past or existing financial, business, professional, family, or social relationships or responsibilities to influence the panellist's conduct or judgment; (e) enter into any relationship, or acquiring any financial interest, that is likely to affect the panellist's independence and impartiality or that might reasonably create an appearance

of impropriety or an apprehension of bias; or (f) take instructions from any organisation, government or individual regarding any matters under dispute in a proceeding under this Chapter. 3. A panellist shall avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in that position. 4. If the Parties agree that an interest, relationship, or matter of acandidate or panellist is inconsistent with paragraphs 1 to3, the candidate may accept appointment to a panel and a panellist may continue to serve on a panel if the Parties waive the inconsistency or if, after the candidate or panellist has taken steps to ameliorate the violation, the Parties determine that the inconsistency has ceased and the Parties agree that the candidate should be appointed or the panellist should continue to serve. Article 7: Duties in Certain Situations 1. A panellist shall refrain, for the duration of any proceeding under this Chapter, from acting as counsel or party-appointed expert witness in any new or pending dispute, under this Agreement or otherinternational agreements, which directly addresses the same measure in dispute in, or arises out of the facts giving rise to, the proceeding under this Chapter. 2. A former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out their duties or would benefit from the decision of the panel or committee. Article 8: Confidentiality 1. A panellist or former panellist shall not at any time disclose or useany non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in any case, disclose or use that information to gain personal advantage or advantage for others or to affect adversely the interest of others. 2. A panellist shall not disclose a panel report or parts thereof prior to its public release by the responsible office under Article 22.8 (Public Release of Documents) of Annex 24-B. 3. A panellist or former panellist shall not disclose the deliberations of a panel, or the views of any member of the panel. 4. A panellist shall not make a public statement regarding the merits of a pending proceeding. Article 9: Responsibilities of Experts, Assistants, and Staff Articles 3 (Responsibilities to the Process), 4 (Disclosure Obligations), 5 (Duties of Candidates and Panellist), 6 (Independence and Impartiality of Panellists), 7 (Duties in Certain Situations) and 8 (Confidentiality) of this Annex shall also apply to mediators, experts, assistants, and staff. APPENDIX 24-C-1 UNDERTAKING AND INITIAL DISCLOSURE STATEMENT 1. By means of this Undertaking and Initial Disclosure Statement, I accept the nomination to serve as a panellist under Chapter 24 (Dispute Settlement) of the Canada-Indonesia Comprehensive Economic Partnership Agreement. If my appointment as a panellist is confirmed, I undertake to act in accordance with Chapter 24 (Dispute Settlement), including Annex 24-B (Rules of Procedure) and Annex 24-C (Code of Conduct). 2. I acknowledge having received a copy of the Code of Conduct set out as Annex 24-C to Chapter 24 (Dispute Settlement) of the Canada-Indonesia Comprehensive Economic Partnership Agreement. Iacknowledge having read and understood the Code of Conduct and hereby undertake to fully comply with my obligations under the Code of Conduct. 3. I understand that I havea continuing obligation, while participating in the proceeding, to disclose interests, relationships and matters that are likely to affect my independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. As a part of this continuing obligation, Iam making the following initial disclosures: (a) My financial interest in the proceeding or in its outcome is as follows: (b) My financial interest in any administrative proceeding, domestic judicial proceeding or other international dispute settlement proceeding that involves issues that may be decided in the proceeding is as follows: (c) The financial interest that any employer, business partner, business associate or family member of mine may have in the proceeding or in its outcome are as follows: (d) The financial interest that any employer, business partner, business associate or family member of mine may have in any administrative proceeding, domestic judicial proceeding or other international dispute settlement proceeding that involves issues that may be decided in the proceeding are as follows: (e) My past or current financial, business, professional, family and social relationships with any interested parties in the proceeding, or their counsel, are as follows: (f) The past or current financial, business, professional, family and social relationships with any interested parties in the proceeding, or their counsel, involving any employer, business partner, business associate or family member of mine are as follows: (g) My public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same goods, services or investments is as follows: (h) My other interests, relationships and matters that are likely to affect my independence or impartiality, or that might reasonably create an appearance of impropriety or bias in the proceeding of the dispute settlement process and that are not disclosed in subparagraphs (a) to (g) above are as follows: Signed on this _____ day of _____, 20____. By: (Name) (Signature)

Chapter 25. EXCEPTIONS AND GENERAL PROVISIONS

Section A:Exceptions Article 25.1: Definitions For the purposes of this Chapter: cultural industry means a person engaged in the following activities: (a) the publication, distribution, or sale of books, magazines, periodicals or newspapers in print or machine readable form but not including the sole activity of printing or typesetting any of the foregoing; (b) the production, distribution, sale or exhibition of film or video recordings; (c) the production, distribution, sale or exhibition of audio or video music recordings; (d) the publication, distribution or sale of music in print or machine readable form; or (e) radiocommunications in which the transmissions are intended for direct reception by the general public, and all radio, television and cable broadcasting undertakings and all satellite programming and broadcast network services. Article 25.2: General Exceptions 1. For the purposes of Chapter 2(National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Customs Procedures and Trade Facilitation), Chapter 5 (Sanitary and

Phytosanitary Measures), Chapter 6 (Technical Barriers to Trade), and Section B of Chapter 15 (Competition Policy and State-Owned Enterprises), Article XX of the GATT 1994, and its interpretative notes, is incorporated into and made part of this Agreement. 2. The Parties understand that: (a) the measures referred to in Article XX(b) of the GATT 1994 include environmental measures necessary to protect human, animal or plant life or health; and (b) Article XX(g) of the GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources. 3. For the purposes of Chapter 8(Trade in Services), Chapter 9(Temporary Movement of Natural Persons), Chapter 11 (Telecommunications), Chapter 12 (Electronic Commerce) and Section B of Chapter 15 (Competition Policy and State-Owned Enterprises), the chapeau, as well as paragraphs (a), (b), and (c) of Article XIV of GATS are incorporated into and made part of this Agreement. 4. TheParties understand that the measures referred to in Article XIV(b) of GATS include environmental measures necessary to protect human, animal or plant life or health. 5. The Parties recognize that the measures under Article XX(b) or XX(g) of GATT 1994 or Article XIV(b) of the GATS: (a) include those taken by the Parties to address climate change, including those to implement their respective commitments under the UNFCCC and the Paris Agreement; and (b) may include measures taken to implement multilateral environmental agreements. 6. Nothing in this Agreement shall be construed to prevent a Party from taking action, including maintaining or increasing a customs duty, that is authorised by the Dispute Settlement Body of the WTO or is taken as a result of a decision by a dispute settlement panel under a free trade agreement to which the Party taking action and the Party against which the action is taken are party. Article 25.3: National Security This Agreement does not: (a) require either Party to furnish or allow access to information if that Party determines that the disclosure of the information would be contrary to its essential security interests; (b) prevent a Party from taking an action that it considers necessary to protect its essential security interests: (i) related to the production of or traffic in arms, ammunition, and implements of war and to such traffic and transactions in other goods and materials, services and technology undertaken, and to economic activities, carried out directly or indirectly for the purpose of supplying a military or other security establishment; (ii) taken in time of war or other emergency in international relations, orrelating to the implementation of national policies or international agreements respecting the non-proliferation of biological weapons, chemical weapons, nuclear weapons, or other nuclear explosive devices; or (iii) taken to protect itscritical public infrastructure,1including critical information and communication infrastructure, financial infrastructure, energy infrastructure and water infrastructure, from deliberate attempts intended to disable, degrade or otherwise interfere with such infrastructure, or to mitigate the threat thereof; (c) prevent a Party from taking action in pursuance of its obligations under the Charter of the United Nations, done at San Francisco on 26 June 1945 for the maintenance of international peace and security. Article 25.4: Taxation 1. For the purposes of this Article: tax convention means a convention for the avoidance of double taxation or other international taxation agreement or arrangement to which Canada or Indonesia is party; and taxes and taxation measures includeexcise duties, but do not include: (a) a “customs duty” as defined in Article 2.1 (National Treatment and Market Access for Goods – Definitions); or (b) ameasure listed in subparagraphs (b), (c) and (d)of that definition. 2. Except as provided in this Article, this Agreement does not apply to taxation measures. 3. Article 2.3 (National Treatment and Market Access for Goods –National Treatment) applies to taxation measures to the same extent as does Article III of GATT 1994. 4. Subject to paragraph 9, Article 13.11 (Investment – Transfer of Funds) applies to taxation measures. However, Section D of Chapter 13 (Investment – Investor-State Dispute Settlement) does not apply to Article 13.11 (Investment – Transfer of Funds) in respect of taxation measures. 5. Subject to paragraph 9, Article 13.6 (Investment – National Treatment), Article 8.3 (Trade in Services – National Treatment), and Article 10.3 (Financial Services – National Treatment) apply to all taxation measures, other than taxation measures on income, on capital gains, on the taxable capital of corporations, on the value of an investment or property (but not on the transfer of that investment or property), or taxes on estates, inheritances, and gifts. Nothing in the Articles referred to in this paragraph applies to: (a) a non-conforming provision of any existing taxation measure; (b) the continuation or prompt renewal of a non-conforming provision of any existing taxation measure; or 1 For clarity, this includes critical publicinfrastructure whether publicly orprivatelyowned. (c) an amendment to a non-conforming provision of any existing taxation measure to the extent that the amendment does not decrease its conformity, at the time of the amendment, with any of those Articles. 6. (a) Article 13.10 (Investment – Expropriation) applies to taxation measures. However, no investor may invoke Article 13.10 (Investment – Expropriation) as the basis for a claim if it has been determined pursuant to this paragraph that the taxation measure is not an expropriation. An investor that seeks to invoke Article 13.10 (Investment – Expropriation) with respect to a taxation measure must first refer to the competent authorities of the Party of the investor and the respondent Party, at the time that it makes its request for consultations under Article 13.23 (Investment – Request for Consultations), the issue of whether that taxation measure is not an expropriation. If the competent authorities do not agree to consider the issue or, having agreed to consider it, fail to agree that the taxation measure is not an expropriation within a period of 180 days of the referral, the investor may submit its claim to arbitration under Article 13.25 (Investment – Submission of a Claim to Arbitration). (b) For the purposes of this paragraph, competent authorities means: (i) with respect to Indonesia, the Minister of Finance or his or her authorised representative; (ii) with respect to Canada, the Assistant Deputy Minister for Tax Policy, Department of Finance; or any successor of these competent authorities as notified in writing to the other Party. 7. The determination of whether a taxation measureconstitutes an expropriation requires a case-by-case, fact-based inquiry that considers all relevant factors, including the factors set out in Article 13.10(3) (Investment – Expropriation). The Parties confirm their understanding that: (a) a non-discriminatory taxation measure of a Party that is adopted and maintained in good faith does not generally constitute an expropriation. The mere

introduction of new taxation measures or the imposition of taxes in more than one jurisdiction in respect of an investment, does not in and itself constitute an expropriation; (b) a taxation measure, including measures aimed at preventing the avoidance or evasion of taxes, which is consistent with internationally recognized tax policies, principles and practices, does not generally constitute an expropriation; (c) a taxation measure of general application which is applied in good faith on a non-discriminatory basis, as opposed to being targeted at investors of a particular nationality or specific individual taxpayers, is not likely to constitute an expropriation; and (d) a taxation measure which is applied in good faith on a non-discriminatory basis, does not generally constitute expropriation if, when the investment is made, it was already in force and information about the measure was made public or otherwise made publicly available. 8. Subject to paragraph 9, nothing in the Articles referred to in paragraph 5 applies to the adoption or enforcement of any taxation measure aimed at ensuring the equitable or effective imposition or collection of taxes, including any taxation measure that differentiates between persons based on their place of residence for tax purposes, provided that the taxation measure does not arbitrarily discriminate between persons, goods or services of the Parties.2 9. Nothing in this Agreement affects the rights and obligations of either Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that convention shall prevail to the extent of the inconsistency. 10. Nothing in this Agreement obligesa Party to extend to the other Party thebenefit of any treatment, preference or privilege arising from any tax convention by which the Party is bound. Article 25.5: Cultural Industries This Agreement does not apply to a measure adopted or maintained by a Party with respect to a cultural industry except as specifically provided in Article 2.4 (National Treatment and Market Access for Goods – Elimination of Customs Duties on Imports). Article 25.6: Aboriginal Rights This Agreement does not prevent Canada from adopting or maintaining a measure it considers necessary to fulfill its legal obligations to Aboriginal peoples, including those recognized and affirmed by section 35 of the Constitution Act, 1982, or those set out in self-government agreements between central or regional levels of government and Aboriginal peoples. Article 25.7: World Trade Organization Waivers To the extent that there is an overlapping right or obligation in this Agreement and the WTO Agreement, a measure adopted by a Party in conformity with a waiver decision adopted by the WTO pursuant to Article IX:3 of the WTO Agreement, is deemed to be also in conformity with this Agreement. Section B:General Provisions Article 25.8: Disclosure of Information and Confidentiality 1. This Agreement does not require a Party to furnish or allow access to information, the disclosure of which would be contrary to its law, would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private. 2. Unless otherwise provided in this Agreement, if a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the Party receiving the information shall maintain the confidentiality of the information. 2 The Parties understand that this paragraph must be interpreted by referenceto the footnote to Article XIV(d) of GATS as if that Article was not restricted to services or direct taxes.

Chapter 26. FINAL PROVISIONS

Article 26.1. Annexes, Appendices, and Footnotes

The annexes, appendices, and footnotes to this Agreement constitute integral parts of this Agreement.

Article 26.2. Amendments

The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force after the Parties exchange written notifications certifying that they have completed their respective applicable legal requirements and procedures for the entry into force of the amendment, on the date agreed to by the Parties.

Article 26.3. Entry Into Force

Each Party shall notify the other Party, in writing through diplomatic channels, once it has completed the internal procedures required for the entry into force of this Agreement. This Agreement enters into force on the first day of the second month following the latter notification.

Article 26.4. Review

Without prejudice to any obligation to review specific provisions of this Agreement, the Parties undertake to review this Agreement and its implementation within fiveyears of its entry into force and periodically thereafter as the Parties may decide. Reviews will take into consideration relevant developments in international trade relations, including the WTO framework, and examine the possibility of further developing and expanding commitments under this Agreement.

Article 26.5. Accession

A non-Party may accede to this Agreement subject to the terms and conditions as may be agreed to between the Parties and the non-Party.

Article 26.6. Duration and Termination

1. This Agreement shall remain in force unless either Party provides a written notification to the other Party of its intention to terminate this Agreement. This Agreement shall terminate six months after the date of that notification.

2. Notwithstanding paragraph 1, in the event that this Agreement is terminated, the provisions of Chapter 13 (Investment) shall continue to apply for a period of 10 years after the date of termination of this Agreement in respect of investments or commitments to invest made before that date.

Article 26.7. Authentic Texts

The English, French, and Indonesian texts of this Agreement are equally authentic.

ANNEX I-A: Reservations for Existing Measures (ratchet) SCHEDULEOFCANADA Introductory Notes 1. Canada's Schedule to this Annex sets out, in accordance with Article 8.7.1(Trade in Services – Reservations) and Article 13.18.1 (Investment – Non-Conforming Measures and Exceptions), Canada's existing measures that are not subject to some or all of the obligations imposed by: (a) Article 8.3 (Trade in Services –National Treatment) or 13.6 (Investment – National Treatment); (b) Article 8.4 (Trade in Services –Most-Favoured-Nation Treatment) or 13.7 (Investment – Most-Favoured-Nation Treatment); (c) Article 13.12 (Investment –Performance Requirements); (d) Article 13.13 (Investment – Senior Management and Boards of Directors); or (e) Article 8.5 (Trade in Services –Market Access). 2. Each entry sets out the following elements: (a) Description provides a general non-binding description of the measure for which the entry is made; (b) Obligations Concerned specifies the obligations referred to in Article 8.7 (Trade in Services – Reservations) andArticle 13.18 (Investment – Non-Conforming Measures and Exceptions) that do not apply to the listed measures; (c) In the interpretation of an entry, all elements of the entry shall be considered. An entry shall be interpreted in light of the relevant provisions of the Chapters against which the entry is taken. To the extent that: (i) the Measures element is qualified by a liberalization commitment from the Description element, the Measures element as so qualified prevails over all other elements; and (ii) the Measures element is not so qualified, the Measures element prevails over other elements, unless a discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element prevails, in which case the other elements prevail to the extent of that discrepancy. Reservation I(A)-C-1 Sector: Sub-Sector: Obligations Concerned: Level of Government: Measures: Description: All Sectors National Treatment (Articles 8.3 and 13.6) Senior Management and Boards of Directors (Article 13.13) Central As set out in the Description element. Investment and Trade in Services 1. Canada, or a province or territory of Canada, when selling or disposing of its equity interests in, or the assets of, an existing government enterprise or an existing governmental entity, may prohibit or impose limitations on the ownership of these interests or assets and on the ability of owners of these interests or assets to control a resulting enterprise by investors of Indonesia or of a third country or their investments. With respect to a sale or other disposition, Canada, or a province or territory of Canada, may adopt or maintain a measure relating to the nationality of senior management or members of the board of directors. 2. For the purposes of this entry: (a) a measure maintained or adopted after the date of entry into force of this Agreement that, at the time of sale or other disposition, prohibits or imposes a limitation on the ownership of equity interests or assets or imposes a nationality requirement described in this entry is an existing measure; and (b) government enterprise means an enterprise owned or controlled through ownership interests by Canada, or a province or territory of Canada, and includes an enterprise established after the date of entry into force of this Agreement solely for the purposes of selling or disposing of equity interests in, or the assets of, an existing state enterprise or governmental entity. Reservation I(A)-C-2 Sector: All Sectors Sub-Sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Level of Government: Central Measures: Canada Business Corporations Act, R.S.C. 1985, c. C-44 Canada Business Corporations Regulations, 2001, SOR/2001-512 Canada Cooperatives Act, S.C. 1998, c. 1 Canada Cooperatives Regulations, SOR/99-256 Description: Investment and Trade in Services 1. Acorporation may place constraints on the issue, transfer, and ownership of shares in a federally incorporated corporation. The object of those constraints is to permit a corporation to meet Canadian ownership or control requirements, under certain laws set out in the Canada Business Corporations Regulations, 2001, in sectors where Canadian ownership or control is required as a condition to receive licences, permits, grants, payments, or other benefits. In order to maintain certain Canadian ownership levels, a corporation is permitted to sell shareholders' shares without the consent of those shareholders, and to purchase its own shares on the open market. 2. The Canada Cooperatives Act provides that constraints may be placed on the issue or

transfer of investment shares of a cooperative to persons not resident in Canada, to permit cooperatives to meet Canadian ownership requirements to obtain a licence to carry on a business, to become a publisher of a Canadian newspaper or periodical, or to acquire investment shares of a financial intermediary and in sectors where ownership or control is a required condition to receive licences, permits, grants, payments, and other benefits. Where the ownership or control of investment shares would adversely affect the ability of a cooperative to maintain a level of Canadian ownership or control, the Canada Cooperatives Act provides for the limitation of the number of investment shares that may be owned or for the prohibition of the ownership of investment shares. 3. For the purposes of this entry, Canadian means “Canadian” as defined in the Canada Business Corporations Regulations, 2001 or in the Canada Cooperatives Regulations. Reservation I(A)-C-3 Sector: Sub-Sector: Obligations Concerned: Level of Government: Measures: Description: All Sectors National Treatment (Articles 8.3 and 13.6) Central Agricultural and Recreational Land Ownership Act, R.S.A. 1980, c. A-9 Citizenship Act, R.S.C. 1985, c. C-29 Foreign Ownership of Land Regulations, SOR/79-416 Investment and Trade in Services 1. The Foreign Ownership of Land Regulations are made pursuant to the Citizenship Act and the Agricultural and Recreational Land Ownership Act. In Alberta, an ineligible person or foreign owned or controlled corporation may only hold an interest in controlled land consisting of a maximum of two parcels containing, in the aggregate, a maximum of20 acres. 2. For the purposes of this entry: (a) ineligible person means: (i) a natural person who is not a Canadian citizen or permanent resident; (ii) a foreign government or agency thereof; or (iii) a corporation incorporated in a country other than Canada; and (b) controlled land means land in Alberta but does not include: (i) land of the Crown in right of Alberta; (ii) land within a city, town, new town, village, or summer village; and (iii) mines or minerals. Reservation I(A)-C-4 Sector: All Sectors Sub-Sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Level of Government: Central Measures: Canadian Arsenals Limited Divestiture Authorization Act, S.C. 1986, c. 20 Eldorado Nuclear Limited Reorganization and Divestiture Act, S.C. 1988, c. 41 Nordion and Theratronics Divestiture Authorization Act, S.C. 1990, c. 4 Description: Investment and Trade in Services 1. A“non-resident” or “non-residents” may not own more than a specified percentage of the voting shares of the corporation to which eachAct applies. For some companies the restrictions apply to individual shareholders, while for others the restrictions may apply in the aggregate. If there are limits on the percentage that an individual Canadian investor can own, these limits also apply to non.residents. The restrictions are as follows: (a) Cameco Limited (formerly Eldorado Nuclear Limited): 15 percent per non.resident natural person, 25 percent in the aggregate; (b) Nordion International Inc.: 25 percent in the aggregate; (c) Theratronics International Limited: 49 percent in the aggregate; and (d) Canadian Arsenals Limited: 25 percent in the aggregate. 2. For the purposes of this entry, non-resident includes: (a) a natural person who is not a Canadian citizen and not ordinarily resident in Canada; (b) a corporation incorporated, formed, or otherwise organised outside Canada; (c) the government of a foreign State or a political subdivision of a government of a foreign State, or a person empowered to perform a function or duty on behalf of that government; (d) a corporation that is controlled directly or indirectly by a person or an entity referred to in subparagraphs (a) through (c); (e) a trust: (i) established by a person or an entity referred to in subparagraphs (b) through (d), other than a trust for the administration of a pension fund for the benefit of natural persons the majority of whom are resident in Canada; or (ii) in which a person or an entity referred to in subparagraphs (a) through (d) has more than 50 percent of the beneficial interest; and (f) a corporation that is controlled directly or indirectly by a trust referred to in subparagraph (e). Reservation I(A)-C-5 Sector: All Sectors Sub-Sector: Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measure: Export and Import Permits Act, R.S.C. 1985, c. E-19 Description: Trade in Services Only a natural person ordinarily resident in Canada, an enterprise with its head office in Canada, or a branch office in Canada of a foreign enterprise may apply for and be issued an import or export permit or transit authorisation certificate for a good or related service subject to controls under the Export and Import Permits Act. Reservation I(A)-C-6 Sector: Business Services Industries Sub-Sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Senior Management and Boards of Directors (Article 13.13) Level of Government: Central Measures: Customs Act, R.S.C. 1985, c. 1 (2nd Supp.) Customs Brokers Licensing Regulations, SOR/86-1067 Description: Investment and Trade in Services To be a licensed customs broker in Canada, in addition to meeting all other licensing requirements: (a) a natural person must be a Canadian national; (b) a corporation must be incorporated in Canada with a majority of its directors being Canadian nationals; and (c) a partnership must be composed of persons who are Canadian nationals who meet all other licensing requirements, or corporations incorporated in Canada with a majority of their directors being Canadian nationals who meet all other licensing requirements. Reservation I(A)-C-7 Sector: Business Services Industries Sub-Sector: Duty Free Shops Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Level of Government: Central Measures: Customs Act, R.S.C. 1985, c. 1 (2nd Supp.) Duty Free Shop Regulations, SOR/86-1072 Description: Investment and Trade in Services 1. In addition to all other licensing requirements, to be a licensed duty free shop operator at a border crossing in Canada, a natural person must be a Canadian national. 2. In addition to all other licensing requirements, to be a licensed duty free shop operator at a border crossing in Canada, a corporation must be incorporated in Canada and have all of its shares beneficially owned by Canadian nationals who meet all other licensing requirements. Reservation I(A)-C-8 Sector: Business Services Industries Sub-Sector: Examination Services relating to the Export and Import of Cultural Property Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measure: Cultural Property Export and Import Act, R.S.C. 1985, c. C-51 Description: Trade in Services 1. Only a resident of Canada or an institution in Canada may be designated as an expert examiner of cultural property for the purposes of the Cultural Property Export and Import Act. 2. For the purposes of this entry: (a) institution means an entity that is publicly

owned and operated solely for the benefit of the public, that is established for educational or cultural purposes, and that conserves objects and exhibits them; and (b) resident of Canada means a natural person who is ordinarily resident in Canada, or a corporation that has its head office in Canada or maintains an establishment in Canada to which employees employed in connection with the business of the corporation ordinarily report for work. Reservation I(A)-C-9 Sector: Professional Services Sub-Sector: Patent Agents Patent Agents supplying Legal Advisory and Representation Services Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Patent Act, R.S.C. 1985, c. P-4 Patent Rules, SOR/2019-251 College of Patent Agents and Trademark Agents Act, S.C.2018, c.27, s.247 College of Patent Agents and Trademark Agents Regulations, SOR/2021-129 By-laws of the College of Patent Agents and Trademark Agents, SOR/2023-73 Description: Trade in Services To represent a person in the prosecution of a patent application or in other business before the Patent Office, a patent agent must be resident in Canada and licensed by the College of Patent Agents and Trademark Agents. Reservation I(A)-C-10 Sector: Professional Services Sub-Sector: TrademarkAgents TrademarkAgents supplying Legal Advisory and Representation Services in Statutory Procedures Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Trademarks Act, R.S.C. 1985, c. T-13 Trademarks Regulations, SOR/2018-227 College of Patent Agents and Trademark Agents Act, S.C.2018, c.27, s.247 College of Patent Agents and Trademark Agents Regulations, SOR/2021-129 By-laws of the College of Patent Agents and Trademark Agents, SOR/2023-73 Description: Trade in Services To represent a person in the prosecution of an application for a trademark or in other business before the Office of the Registrar ofTrademarks, a trademark agent must be resident in Canada and registered by the College of Patent Agents and TrademarkAgents. Reservation I(A)-C-11 Sector: Energy Sub-Sector: Oil and Gas Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Level of Government: Central Measures: Canada Petroleum Resources Act, R.S.C. 1985, c. 36 (2ndSupp.) Territorial Lands Act, R.S.C. 1985, c. T-7 Federal Real Property and Federal Immovables Act, S.C. 1991, c. 50 Canada-Newfoundland and Labrador Atlantic Accord Implementation Act, S.C. 1987, c. 3 Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act, S.C. 1988, c. 28 Description: Investment and Trade in Services 1. This reservation applies to a production licence issued for “frontier lands” and “offshore areas” (areas not under provincial jurisdiction) as defined in the applicable measures. 2. Aperson who holds an oil and gas production licence or shares therein must be a corporation incorporated in Canada. Reservation I(A)-C-12 Sector: Energy Sub-Sector: Oil and Gas Obligations Concerned: National Treatment (Article 8.3) Performance Requirements (Article 13.12) Level of Government: Central Measures: Canada Oil and Gas Operations Act, R.S.C. 1985, c. O-7 Canada -Nova Scotia Offshore Petroleum Resources Accord Implementation Act, S.C. 1988, c. 28 Canada -Newfoundland and Labrador Atlantic Accord Implementation Act, S.C. 1987, c. 3 Measures implementing the Canada-Yukon Oil and Gas Accord, including the Canada-Yukon Oil and Gas Accord Implementation Act, S.C. 1998, c.5, s. 20, and the Oil and Gas Act, RSY 2002, c. 162 Measures implementing the Northwest Territories Oil and Gas Accord, including implementing measures that apply to or are adopted by Nunavut as the successor territories to the former Northwest Territories. Measures implementing theAccord between the Government of Canada and the Government ofYukon, the Government of the Northwest Territories and the Inuvialuit Regional Corporation for the joint management of petroleum resources in the westernArctic offshore. Measures implementing theAccord between the Government of Canada and the Government of Quebec for the joint management of petroleum resources in the Gulf of St. Lawrence, or any other similar federal-provincial accords related to the joint management of petroleum resources. Description: Investment and Trade in Services 1. Under the Canada Oil and Gas Operations Act, a “benefits plan” must be approved by the Minister in order to be authorized to proceed with an oil and gas development project. 2. Abenefits plan means a plan for the employment of Canadians and for providing Canadian manufacturers, consultants, contractors, and service companies with a full and fair opportunity to participate on a competitive basis in the supply of goods and services used in proposed work or activity referred to in the benefits plan. 3. The benefits plan contemplated by the Canada Oil and Gas Operations Act permits the Minister to impose on the applicant an additional requirement to ensure that disadvantaged individuals or groups have access to training and employment opportunities or can participate in the supply of goods and services used in proposed work referred to in the benefits plan. 4. Provisions continuing those set out in the Canada Oil and Gas Operations Act are included in laws that implement the Canada-Yukon Oil and Gas Accord, and the Northwest Territories Lands and Resources Devolution Agreement. 5. Provisions continuing those set out in the Canada Oil and Gas Operations Act will be included in laws or regulations to implement accords with various provinces and territories, including implementing legislation by provinces and territories (for example, the Northwest Territories Oil and Gas Accord, the Canada-Quebec Gulf of St. Lawrence Petroleum ResourcesAccord,the WesternArctic -Tariuq (Offshore) Accord, and the New Brunswick Oil and Gas Accord). For the purposes of this reservation, these accords and implementing legislation shall be deemed, once concluded, to be existing measures. 6. The Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act and the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act have the same requirement for a benefits plan but also require that the benefits plan ensures that: (a) the corporation or other body submitting the plan establishes in the applicable province an office where appropriate levels of decision-making are to take place, prior to carrying out work or an activity in the offshore area; (b) expenditures be made for research and development to be carried out in the province, and for education and training to be provided in the province; and (c) first consideration be given to goods produced or services provided from within the province, where those goods or services are competitive in terms of fair market price, quality, and delivery. 7. Theboards administering the benefits plan under the Acts referred to in paragraph 6 may also require that the plan include provisions

to ensure that disadvantaged individuals or groups, or corporations owned or cooperatives operated by them, participate in the supply of goods and services used in proposed work or activity referred to in the plan. Furthermore, such boards may also impose or enforce expenditure and other requirements relating to research and development and education and training to be carried out in the province. 8. In addition, Canada may impose a requirement or enforce a commitment or undertaking for the transfer of technology, a production process, or other proprietary knowledge to a person of Canada in connection with the approval of development projects under the applicable Acts. Reservation I(A)-C-13 Sector: Energy Sub-Sector: Oil and Gas Obligations Concerned: National Treatment (Article 8.3) Performance Requirements (Article 13.12) Level of Government: Central Measures: Hibernia Development Project Act, S.C. 1990, c. 41 Canada-Newfoundland and Labrador Atlantic Accord Implementation Act, S.C. 1987, c. 3 Description: Investment and Trade in Services 1. Under the Hibernia Development Project Act, Canada and the Hibernia Project Owners may enter into agreements. Those agreements may require the Project Owners to undertake to perform certain work in Canada and Newfoundland and Labrador and to use their best efforts to achieve specific Canadian and Newfoundland and Labrador target levels in relation to the provisions of a "benefits plan" required under the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act. "Benefits plans" are further described in I(A)-C-12. 2. In addition, Canada may impose in connection with the Hibernia Project a requirement or enforce a commitment or undertaking for the transfer of technology, a production process, or other proprietary knowledge to a national or enterprise in Canada. Reservation I(A)-C-14 Sector: Transportation Sub-Sector: Air Transportation (Specialty Air Services as defined in Article 8.1 (Definitions)) Obligations Concerned National Treatment (Article 8.3) Most-Favoured-Nation Treatment (Article 8.4) Level of Government: Central Measures: Canada Transportation Act, S.C. 1996, c. 10 Air Transportation Regulations, SOR/88-58 Canadian Aviation Regulations, SOR/96-433 Description: Trade in Services Authorisation from Transport Canada is required to supply a specialty air service in the territory of Canada. In determining whether to grant a particular authorisation, Transport Canada will consider, among other factors, whether the country in which the applicant, if an individual, is resident or, if an enterprise, is constituted or organised, provides Canadian specialty air service operators reciprocal access to supply specialty air services in that country's territory. Any foreign service supplier authorized to supply a specialty air service is required to comply with Canadian safety requirements while supplying these services in Canada. Reservation I(A)-C-15 Sector: Transportation Sub-Sector: Air Transportation Obligations Concerned: National Treatment (Article 8.3) Most-Favoured-Nation Treatment (Article 8.4) Level of Government: Central Measures: Aeronautics Act, R.S.C. 1985, c. A-2 Canadian Aviation Regulations, SOR/96-433, Part IV "Personnel Licensing and Training"; Part V "Airworthiness"; Part VI "General Operating and Flight Rules"; and Part VII "Commercial Air Services" Description: Trade in Services Aircraft and other aeronautical product repair, overhaul, or maintenance activities required to maintain the airworthiness of Canadian-registered aircraft and other aeronautical products must be performed by a person meeting Canadian aviation regulatory requirements (that is, approved maintenance organizations and aircraft maintenance engineers). A certification is not provided for persons located outside Canada, except sub-organizations of approved maintenance organizations that themselves are located in Canada. Reservation I(A)-C-16 Sector: Transportation Sub-Sector: Land Transportation Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Motor Vehicle Transport Act, R.S.C. 1985, c. 29 (3rd Supp.), as amended by S.C. 2001, c. 13 Canada Transportation Act, S.C. 1996, c. 10 Customs Tariff, S.C. 1997, c. 36 Description: Trade in Services Only a person of Canada using a Canadian-registered and either a Canadian-built or duty-paid truck or bus may provide truck or bus services between points in the territory of Canada. Reservation I(A)-C-17 Sector: Transportation Sub-Sector: WaterTransportation Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Level of Government: Central Measures: Canada Shipping Act, 2001, S.C. 2001, c. 26 Description: Investment and Trade in Services 1. To register a vessel in Canada, the owner of that vessel or the person who has exclusive possession of that vessel must be: (a) a Canadian citizen or permanent resident within the meaning of subsection 2(1) of the Immigration and Refugee Protection Act, S.C. 2001, c.27; (b) a corporation incorporated under the laws of Canada or a province or territory; or (c) when the vessel is not already registered in another country, a corporation incorporated under the laws of a country other than Canada if one of the following is acting with respect to all matters relating to the vessel, namely: (i) a subsidiary of that corporation that is incorporated under the laws of Canada or a province or territory; (ii) an employee or director in Canada of any branch office of that corporation that is carrying on business in Canada; or (iii) a ship management company incorporated under the laws of Canada or a province or territory. 2. A vessel registered in a foreign country which has been bareboat chartered may be listed in Canada for the duration of the charter while the vessel's registration is suspended in its country of registry, if the charterer is: (a) a Canadian citizen or permanent resident, as defined in subsection 2(1) of the Immigration and Refugee Protection Act, S.C. 2001, c.27; or (b) a corporation incorporated under the lawsof Canada or a province or territory. Reservation I(A)-C-18 Sector: Transportation Sub-Sector: WaterTransportation Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Canada Shipping Act, 2001, S.C. 2001, c. 26 Marine Personnel Regulations, SOR/2007-115 Description: Trade in Services Masters, mates, engineers, and certain other seafarers must hold certificates granted by the Minister of Transport as a requirement of service on Canadian registered vessels. These certificates may be granted only to Canadian citizens or permanent residents. Reservation I(A)-C-19 Sector: Transportation Sub-Sector: WaterTransportation Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Pilotage Act, R.S.C., 1985, c. P-14 General Pilotage Regulations, SOR/2000-132 Description: Trade in Services Subject to Canada's Reservation II-C-11, a licence or a pilotage certificate issued by the Minister of Transport is required to provide pilotage services in the compulsory pilotage waters of

the territory of Canada. Only a Canadian citizen or permanent resident may obtain a licence or pilotage certificate.A permanent resident of Canada who has been issued a pilot's licence or pilotage certificate must become a Canadian citizen within five years of receipt of that licence or pilotage certificate in order to retain it. Reservation I(A)-C-20 Sector: Transportation Sub-Sector: Water Transportation Services by Sea-going and Non-sea-going Vessels Obligations Concerned: National Treatment (Article 8.3) Level of Government: Central Measures: Shipping Conferences Exemption Act, 1987, R.S.C. 1985, c.17 (3rd Supp.) Description: Trade in Services Members of a shipping conference must maintain jointly an office or agency in the region of Canada where they operate.A shipping conference is an association of ocean carriers that has the purpose or effect of regulating rates and conditions for the transportation by those carriers of goods by water. Reservation I(A)-C-21 Sector: Transportation Sub-Sector: WaterTransportation Obligations Concerned: Most-Favoured-Nation Treatment (Article 8.4) Level of Government: Central Measures: Coasting Trade Act, S.C. 1992, c.31 Description: Trade in Services The prohibitions under the Coasting Trade Act, set out in Reservation II-C-10, do not apply to any vessel that is owned by the Government of the United States ofAmerica when used solely for the purpose of transporting goods owned by the Government of the United States of America from the territory of Canada to supply Distant Early Warning sites. Reservation I(A)-C-22 Sector: All Sectors Sub-Sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Level of Government: Regional Measures: An existing non-conforming measure of a province and territory. Description: Investment and Trade in Service SCHEDULE OF INDONESIA Explanatory Notes 1. Each entry sets out the following elements: (a) Sector refers to the sector for which the entry is made; (b) Subsector, refers to the specific subsector for which the entry is made; (c) Industry Classification, if referenced in either the sector or subsector row, refers to the activity covered by the non-conforming measure according to: (i) the provisional CPC codes as used in the Provisional Central Product Classification (Statistical Papers, Series M, No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991); (ii) ISIC Rev. 3 which means the International Standard Industrial Classification of All Economic Activities as set out in the Statistical Papers, Series M, No. 4, ISIC Rev. 3, Statistical Office of the United Nations, New York, 1990; or (iii) Indonesian Standard of Industrial Classification (Klasifikasi Baku Lapangan Usaha Indonesia/KBLI) 2020. (d) Level of Government indicates the level of government maintaining the listed measure; (e) Type of Obligation specifies the obligations referred to in paragraph 1 that, pursuant to Article 8.7 (Trade in Services – Reservations) and Article 13.18 (Investment – Non-Conforming Measures and Exceptions), do not apply to the listed measure; (f) Description of Measure sets out the non-conforming measure for which the entry is made; (g) Source of Measure identifies the laws, regulations,or other measures for which the entry is made. A measure cited in the Source of Measure element: (i) means the measure as amended, continued,or renewed as of the date of entry into force of this Agreement; and (ii) includes any subordinate measureadopted or maintained under the authority of and consistent with the measure. 2. Entries that specify "All Sectors", "All Services Sectors",and "All Non-Services Sectors" in: (a) entries oneto nine of Annex I-B(Reservations for Existing Measures – standstill) apply to an investment or the supply of a service, where available, on subsectors specified in Annex I-A (Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. (b) entries oneto eight of Annex II (Reservations for Future Measures) apply to an investment orthe supply of a service on subsectors specified in the list of Annex I-A(Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. 3. In accordance with Article 8.7 (Trade in Services – Reservations) and Article 13.18 (Investment – Non-Conforming Measures and Exceptions), the Articles of this Agreement specified in the Type of Obligation element of an entry do not apply to the non-conforming measures identified in the Description of Measure element of that entry. 4. TheSchedule below does not include measures relating to qualification requirements and procedures, technical standards, and licence requirements and procedures when they do not constitute a national treatment or market access violation within the meaning of Article 8.3 (Trade in Services – National Treatment) or Article 8.5 (Trade in Services – Market Access). Those measures (for example, the need to obtain a licence, universal service obligations, theneed to obtain recognition of qualifications in regulated sectors, theneed to pass specific examinations, including language examinations, or anon-discriminatory requirement that certain activities may not be carried out in environmental protected zones or areas of particular historic and artistic interest), even if not listed, apply in any case to the supply of services by a service supplier of Canada in the territory of Indonesia. 5. For the purposesof this Schedule: Double asterisk (**) after a CPC number indicates that the service specified constitutes only a part of the total range of activities covered by the CPC concordance. Joint Operation is an undertaking between one or more foreign and Indonesian enterprises of a temporary nature, to handle one or more projects or businesses without establishing a new statutory body in accordance with Indonesian laws. Joint Venture is a legal entity organised under Indonesian law and having its domicile in Indonesia, in the form of cooperation between foreign capital and Indonesian (national) capital. 6. In the absence of a specific reference to CPC numbers, the scope of subsectors or activities covered by an entry will be subject to relevant and applicable references. 7. In the interpretation of an entry, all elements of the entry shall be considered in their totality. 8. This note shall form part of Indonesia's reservations. ANNEX I-A: Reservations for Existing Measures (ratchet) SCHEDULE OF INDONESIA Introductory Notes Indonesia's Schedule to this Annex, pursuant to Article 8.7.1 (Trade in Services – Reservations) and Article 13.18.1 (Investment – Non-Conforming Measures and Exceptions), sets out Indonesia's existing measures that are not subject to some or all of the obligations imposed by: (a) Article 8.3 (Trade in Services – National

Treatment); (b) Article 8.4 (Trade in Services – Most-Favoured-Nation Treatment); (c) Article 8.5 (Trade in Services – Market Access); (d) Article 13.6 (Investment – National Treatment); (e) Article 13.7 (Investment – Most-Favoured-Nation Treatment); (f) Article 13.12 (Investment –Performance Requirements); or (g) Article 13.13 (Investment –Senior Management and Boards of Directors). 1. Sector : Professional Services Subsector : Legal Services (CPC 861) Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (13.6) Description of Measure : Trade in Services -A foreign advocate (professional foreign lawyer) is prohibited from establishing a law firm or representative office in Indonesia. -A foreign advocate is: • only allowed to work or take part in an Indonesian law firm as an employee or as an expert; • only allowed to provide advice on foreign law (home country law or international law on Business and Arbitration); • subject to recommendation from Advocate Association and Ministry of Law; and • obliged to transfer legal knowledge and professional capabilities to Indonesian lawyers. -A foreign advocate is prohibited to be a legal representation in court of justice, undertake legal proceedings under any circumstances or undertake notarial activities in Indonesia. Source of Measure : Law No. 18 of 2003 concerning Advocate 2. Sector : Communication Services Subsector : Courier Services (CPC 75121) (Indonesia Standard Industrial Classification 2020, Code 53201) Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Trade in Services Foreign service suppliers are permitted to establish a commercial presence in Indonesia to supply courier services through a Joint Venture with only one Indonesian courier service supplier, with foreign equity participation not exceeding 49 percent. The Joint Venture may only operate within a provincial capital and is prohibited from providing courier services between cities in Indonesia, except through operational cooperation with an Indonesian courier service supplier. Source of Measure : -Law No. 38 of 2009 concerning Postal -Government Regulation No. 46 of 2021 concerning Postal, Telecommunication, and Broadcasting 3. Sector : Construction Services Subsector : (a) Pre-Erection Work at Construction Site (CPC 511) excluding Site Investigation Work (CPC 51110) and Site Formation and Clearance Work (CPC 51113) (b) Construction Work for Buildings (CPC 512) excluding one and two-dwelling buildings (CPC 51210) (c) Construction Work for Civil Engineering (CPC 513) (d) Assembly and Erection of Prefabricated Constructions (CPC 514) (e) Special Trade Construction (CPC 515) (f) Installation Work (CPC 516) (g) Building Completion and Finishing Work (CPC 517) (h) Renting Services Related Equipment for Construction or Demolition of Building or Civil Engineering Works with Operator (CPC 518) Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description of Measure : Trade in Services (a) A Canadian service supplier shall have “qualification Big” (kualifikasi besar) and only provide services with high risk, high technology, or high cost. The qualifier of high risk, high technology, and high cost will be in accordance with prevailing laws and regulations at the time of supplying the services. (b) The supply of services through commercial presence by a Canadian Company, if in the form of a Joint Operation, shall be by establishing a Representative Office in Indonesia. Licence for Representative Office is granted by Central Government. Establishment of a Representative Office is subject to evaluation of annual sales record, financial capabilities, worker availability, and capabilities to provide construction equipment in accordance with prevailing laws and regulations. In providing services, a Joint Operation shall comply with the following requirements: (i) at least 50 percent of the value of the services shall be conducted in Indonesia; and (ii) at least 30 percent of the value of the services shall be conducted by the local partner(s) in the Joint Operation. (c) A Canadian company shall conduct transfer of knowledge or technology. (d) A Canadian company shall prioritize the use of domestic technology, materials, or products. (e) The highest management in a Representative Office shall be Indonesian. Source of Measure : -Law Number 2 of 2017 concerning Construction Services -Government Regulation Number 5 of 2021 concerning Implementation of Risk-Based Business Licence 4. Sector : Professional Services Subsector : (a) Architectural Services (CPC 8671) (b) Engineering Services (CPC 8672 excluding CPC 86721, 86725, 86726) (c) Integrated Engineering Services (CPC 8673) (d) Urban Planning Services (CPC 86741) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description of Measure : Trade in Services (a) A Canadian service supplier shall have “qualification Big” (kualifikasi besar) and only provide services with high risk, high technology, or high cost. The qualifier of high risk, high technology, and high cost will be in accordance with prevailing laws and regulations at the time of supplying the services. (b) The supply of services through commercial presence by a Canadian Company, if in the form of a Joint Operation, shall be by establishing a Representative Office in Indonesia. Licence for Representative Office is granted by Central Government. Establishment of a Representative Office is subject to evaluation of annual sales record, financial capabilities, worker availability, and capabilities to provide construction equipment in accordance with prevailing laws and regulations. In providing services, a Joint Operation shall comply with the following requirements: (i) all services shall be conducted in Indonesia; and (ii) at least 50 percent of the value of services shall be conducted by the local partner(s) in the Joint Operation. (c) A Canadian company shall conduct the transfer of knowledge or technology. (d) A Canadian company shall prioritize the use of domestic technology, materials, or products. (e) The highest management in a Representative Office shall be Indonesian. Source of Measure : -Law Number 2 of 2017 concerning Construction Services -Government Regulation Number 5 of 2021 concerning Implementation of Risk-Based Business Licence ANNEX I-B: Reservations for Existing Measures (standstill) SCHEDULEOFCANADA Introductory Notes 1. Canada’s Schedule to this Annex sets out, in accordance with Article 8.7.2(Trade in Services – Reservations) and Article 13.18.2 (Investment – Non-Conforming Measures and Exceptions), Canada’s existing measures that are not subject to some or all of the obligations imposed by: (a)

Article 8.3 (Trade in Services –National Treatment) or 13.6 (Investment – National Treatment); (b) Article 8.4 (Trade in Services –Most-Favoured-Nation Treatment) or 13.7 (Investment – Most-Favoured-Nation Treatment); (c) Article 13.12 (Investment –Performance Requirements); (d) Article 13.13 (Investment –Senior Management and Boards of Directors); or (e) Article 8.5 (Trade in Services –Market Access). 2. Each entry sets out the following elements: (a) Description provides a general non-binding description of the measure for which the entry is made. (b) Obligations Concerned specifies the obligations referred to in Article 8.7 (Trade in Services – Reservations) andArticle 13.18 (Investment – Non-Conforming Measures and Exceptions) that do not apply to the listed measures. (c) In the interpretation of an entry, all elements of the entry shall be considered. An entry shall be interpreted in light of the relevant provisions of theChapters against which the entry is taken. To the extent that: (i) the Measures element is qualified by a liberalization commitment from the Description element, the Measures element as so qualified prevails over all other elements; and (ii) the Measures element is not so qualified, the Measures element prevails over other elements, unless a discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element prevails, in which case the other elements prevail to the extent of that discrepancy. Reservation I(B)-C-1 Sector:All Sectors Sub-Sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Level of Government: Central Measures: Investment Canada Act, R.S.C. 1985, c. 28 (1st Supp.) Investment Canada Regulations, SOR/85-611 Description: Investment and Trade in Services 1. Except as set out in paragraphs 5 and 9, the Director of Investments will review a direct “acquisition of control”, as defined in the Investment Canada Act, of a Canadian business by a WTO investor if the value of the Canadian business is not less than CAD 1.326 billion, adjusted in accordance with the applicable methodology in January of each subsequent year, starting in 2025, as set out in the Investment Canada Act. 2. Notwithstanding the definition of “investor of a Party” in Article 13.1 (Investment – Definitions), only WTO investors or entities controlled by WTO investors as provided for in the Investment Canada Act may benefit from the CAD 1.326 billion threshold. 3. Except as set out in paragraphs 5 and 9, the Director of Investments will review a direct “acquisition of control”, as defined in the Investment Canada Act, of a Canadian business by a trade agreement investor if the value of the Canadian business is not less than CAD 1.989 billion, adjusted in accordance with the applicable methodology in January of each subsequent year, starting in 2025, as set out in the Investment Canada Act. 4. Notwithstanding the definition of “investor of a Party” in Article 13.1 (Investment – Definitions), only a trade agreement investor or an entity controlled by a trade agreement investor as provided for in the Investment Canada Act may benefit from the CAD 1.989 billion threshold. 5. The higher thresholds in paragraphs 1 and 3 do not apply to a direct acquisition of control by a state-owned enterprise of a Canadian business. These acquisitions are subject to review by the Director of Investments if the value of the Canadian business is not less than CAD 528 million in 2024, adjusted in accordance with the applicable methodology in January of each subsequent year as set out in the Investment Canada Act. 6. An investment subject to review under the Investment Canada Act may not be implemented unless the Minister responsible for the Investment Canada Act advises the applicant that the investment is likely to be of net benefit to Canada. This determination is made in accordance with six factors described in the Investment Canada Act, summarized as follows: (a) the effect of the investment on the level and nature of economic activity in Canada, including the effect: on employment; on the use of parts, components, and services produced in Canada; and on exports from Canada; (b) the degree and significance of participation by Canadians in the investment; (c) the effect of the investment on productivity, industrial efficiency, technological development, and product innovation in Canada; (d) the effect of the investment on competition within an industry in Canada; (e) the compatibility of the investment with national industrial, economic, and cultural policies, taking into consideration industrial, economic, and cultural policy objectives enunciated by the government or legislature of a province likely to be significantly affected by the investment; and (f) the contribution of the investment to Canada’s ability to compete in world markets. 7. In making a net benefit determination, the Minister, through the Director of Investments, may review plans under which the applicant demonstrates the net benefit to Canada of the proposed acquisition. An applicant may also submit an undertaking to the Minister in connection with a proposed acquisition that is the subject of review. In the event of noncompliance with an undertaking by an applicant, the Minister may seek a court order directing compliance or any other remedy authorized under the Investment Canada Act. 8. A non-Canadian who establishes or acquires a Canadian business, other than those that are subject to review, must notify the Director of Investments. 9. The review thresholds set out in paragraphs 1, 3, and 5 do not apply to an acquisition of a cultural business, as defined in the Investment Canada Act. 10. In addition, the specificacquisition or establishment of a new business in designated types of business activities relating to Canada’s cultural heritage or national identity, which are normally notifiable, may be subject to review if the Governor in Council authorises a review in the public interest. 11. An indirect “acquisition of control” of a Canadian business by an investor of Indonesia, other than a cultural business, is not reviewable. 12. Notwithstanding Article 13.12 (Investment – Performance Requirements), Canada may impose requirements or enforce a commitment or undertaking in connection with the establishment, acquisition, expansion, conduct, operation, or management of an investment of an investor of Indonesia or of a non-Party for the transfer of technology, production process, or other proprietary knowledge to a national or enterprise, affiliated to the transferor, in Canada in connection with the review of an acquisition of an investment under the Investment Canada Act. 13. Except for requirements, commitments, or undertakings relating to technology transfer as set out in paragraph 12, Article 13.12 (Investment – Performance Requirements) applies to requirements, commitments, or

undertakings imposed or enforced under the Investment Canada Act. 14. For the purposes of this entry: (a) a non-Canadian means an individual, government or agency thereof, or an entity that is not Canadian; and (b) Canadian means a Canadian citizen or permanent resident, a government in Canada or agency thereof, or a Canadian-controlled entity as described in the Investment Canada Act. Reservation I(B)-C-2 Sector: Energy Sub-Sector: Uranium Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Level of Government: Central Measures: Investment Canada Act, R.S.C. 1985, c. 28 (1st Supp.) Investment Canada Regulations, SOR/85-611 Policy on Non-Resident Ownership in the Uranium Mining Sector, 1987 Description: Investment and Trade in Services 1. Ownership by "non-Canadians", as defined in the Investment Canada Act, of a uranium mining property is limited to 49 percent at the stage of first production. Exceptions to this limit may be permitted if it can be established that the property is in fact "Canadian-controlled", as defined in the Investment Canada Act. 2. Exemptions from the Non-Resident Ownership Policy in the Uranium Mining Sector are permitted, subject to approval of the Governor in Council, only in cases where Canadian participants in the ownership of the property are not available. Investments in properties by non-Canadians, made prior to 23 December 1987, and that are beyond the permitted ownership level, may remain in place. No increase in non-Canadian ownership is permitted. Reservation I(B)-C-3 Sector: Transportation Sub-Sector: Air Transportation Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Senior Management and Board of Directors (Article 13.13) Level of Government: Central Measures: Canada Transportation Act, S.C. 1996, c. 10 Aeronautics Act, R.S.C. 1985, c. A-2 Canadian Aviation Regulations, SOR/96-433 Part II, Subpart 2 – "Aircraft Marking and Registration"; Part IV "Personnel Licensing and Training"; and Part VII "Commercial Air Services" Description: Investment and Trade in Services 1. Only Canadians may provide the following commercial transportation air services: (a) domestic services (air services between points, or from and to the same point, in the territory of Canada, or between a point in the territory of Canada and a point not in the territory of another country); (b) scheduled international services (scheduled air services between a point in the territory of Canada and a point in the territory of another country) where those services have been reserved to Canadian carriers under existing or future air services agreements; (c) non-scheduled international services (non-scheduled air services between a point in the territory of Canada and a point in the territory of another country) where those services have been reserved to Canadian carriers under the Canada Transportation Act; and (d) specialty air services including, but not limited to aerial mapping, aerial surveying, aerial photography, forest fire management, fire-fighting, aerial advertising, glider towing, parachute jumping, aerial construction, heli-logging, aerial inspection, aerial surveillance, flight training, aerial sightseeing, and aerial crop spraying. 2. For the purposes of paragraph 1(a), (b), and (c), the Canada Transportation Act, in section 55, defines "Canadian" in the following manner: (a) a Canadian citizen or a permanent resident as defined in subsection 2(1) of the Immigration and Refugee Protection Act, S.C. 2001, c.27; (b) a government in Canadaor an agent or mandatary of that government; or (c) a corporation or entity that is incorporated or formed under the laws of Canada or a province, that is controlled in fact by Canadians and of which at least 51 percent of the voting interests are owned and controlled by Canadians and where: (i) no more than 25 percent of the voting interests are owned directly or indirectly by any single non-Canadian, either individually or in affiliation with another person; and (ii) no more than 25 percent of the voting interests are owned directly or indirectly by one or more non-Canadians authorized to provide an air service in any jurisdiction, either individually or in affiliation with another person. 3. Regulations made under the Aeronautics Act include distinct definitions of "Canadian" referenced in paragraphs 2 and 4. These Regulations require that a Canadian operator of commercial air services operate Canadian-registered aircraft. These Regulations require an operator to be Canadian in order to obtain a Canadian Air Operator Certificate and to qualify to register aircraft as "Canadian". 4. For the purposes of subparagraph 1(d), the Canadian Aviation Regulations define "Canadian" in the following manner: (a) a Canadian citizen or a permanent resident as defined in subsection 2(1) of the Immigration and Refugee Protection Act; (b) a government in Canadaor an agent or mandatary of that government; or (c) a corporation or entity that is incorporated or formed under the laws of Canada or a province, that is controlled in fact by Canadians and of which at least 75 percent of the voting interests are owned and controlled by Canadians. 5. No foreign individual is qualified to be the registered owner of a Canadian-registered aircraft. 6. Further to the Canadian Aviation Regulations, a corporation incorporated in Canada, but that does not meet the Canadian ownership and control requirements, may only register an aircraft for private use where a significant majority of use of the aircraft (at least 60 percent) is in Canada. 7. The Canadian Aviation Regulations also have the effect of limiting foreign-registered private aircraft registered to non-Canadian corporations to be present in Canada for a maximum of 90 days per twelve-month period. The foreign-registered private aircraft shall be limited to private use, as would be the case for Canadian-registered aircraft requiring a private operating certificate. Reservation I(B)-C-4 Sector: Communications services Sub-sector: Telecommunications Transport Networks and Services Radiocommunications Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Senior Management and Boards of Directors (Article 13.13) Level of Government: Central Measures: Telecommunications Act, S.C. 1993, c. 38 Canadian Telecommunications Common Carrier Ownership and Control Regulations, SOR/94-667 Radiocommunication Act, R.S.C. 1985, c. R-2 Radiocommunication Regulations, SOR/96-484 Description: Investment and Trade in Services 1. Foreign investment in a facilities-based telecommunications service supplier is restricted to a maximum, cumulative total of 46.7 percent voting interest, based on 20 percent direct investment and 33.3 percent indirect investment. 2. A facilities-based telecommunications service supplier must be controlled in fact by Canadians. 3. At least 80 percent of the members of the board of directors of a facilities-based telecommunications service suppliers must be Canadians. 4.

Notwithstanding the restrictions described above: (a) foreign investment is allowed up to 100 percent for a supplier conducting operations under an international submarine cable licence; (b) mobile satellite systems of a foreign service supplier may be used by a Canadian service supplier to supply services in Canada; (c) fixed satellite systems of a foreign service supplier may be used to provide services between points in Canada and all points outside Canada; (d) foreign investment is allowed up to 100 percent for a supplier conducting operations under a satellite authorisation; and (e) foreign investment is allowed up to 100 percent for a facilities-based telecommunications service supplier that has revenues, including those of its affiliates, from the supply of a telecommunications service in Canada representing less than 10 percent of the total telecommunications services' annual revenues in Canada. A facilities-based telecommunications service supplier that previously had annual revenues, including those of its affiliates, from the supply of a telecommunication service in Canada representing less than 10 percent of the total telecommunications services annual revenues in Canada may increase to 10 percent or beyond as long as the increase in revenues did not result from the acquisition of control of, or the acquisition of assets used to supply telecommunications services by, another facilities-based telecommunications service supplier that is subject to the legislative authority of the Parliament of Canada. SCHEDULE OF INDONESIA Explanatory Notes 1. Each entry sets out the following elements: (a) Sector refers to the sector for which the entry is made; (b) Subsector, refers to the specific subsector for which the entry is made; (c) Industry Classification, if referenced in either the sector or subsector row, refers to the activity covered by the non-conforming measure according to: (i) the provisional CPC codes as used in the Provisional Central Product Classification (Statistical Papers, Series M, No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991); (ii) ISIC Rev. 3 which means the International Standard Industrial Classification of All Economic Activities as set out in the Statistical Papers, Series M, No. 4, ISIC Rev. 3, Statistical Office of the United Nations, New York, 1990; or (iii) Indonesian Standard of Industrial Classification (Klasifikasi Baku Lapangan Usaha Indonesia/KBLI) 2020. (d) Level of Government indicates the level of government maintaining the listed measure; (e) Type of Obligation specifies the obligations referred to in paragraph 1 that, pursuant to Article 8.7 (Trade in Services – Reservations) and Article 13.18 (Investment – Non-Conforming Measures and Exceptions), do not apply to the listed measure; (f) Description of Measure sets out the non-conforming measure for which the entry is made; (g) Source of Measure identifies the laws, regulations,or other measures for which the entry is made. A measure cited in the Source of Measure element: (i) means the measure as amended, continued,or renewed as of the date of entry into force of this Agreement; and (ii) includes any subordinate measureadopted or maintained under the authority of and consistent with the measure. 2. Entries that specify "All Sectors", "All Services Sectors", and "All Non-Services Sectors" in: (a) entries oneto nine of Annex I-B(Reservations for Existing Measures – standstill) apply to an investment or the supply of a service, where available, on subsectors specified in Annex I-A (Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. (b) entries oneto eight of Annex II (Reservations for Future Measures) apply to an investment orthe supply of a service on subsectors specified in the list of Annex I-A(Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. 3. In accordance with Article 8.7 (Trade in Services –Reservations) and Article 13.18 (Investment – Non-Conforming Measures and Exceptions), the Articles of this Agreement specified in the Type of Obligation element of an entry do not apply to the non-conforming measures identified in the Description of Measure element of that entry. 4. TheSchedule below does not include measures relating to qualification requirements and procedures, technical standards, and licence requirements and procedures when they do not constitute a national treatment or market access violation within the meaning of Article 8.3 (Trade in Services – National Treatment) or Article 8.5 (Trade in Services – Market Access). Those measures (for example, the need to obtain a licence, universal service obligations, theneed to obtain recognition of qualifications in regulated sectors, the need to pass specific examinations, including language examinations, or anon-discriminatory requirement that certain activities may not be carried out in environmental protected zones or areas of particular historic and artistic interest), even if not listed, apply in any case to the supply of services by a service supplier of Canada in the territory of Indonesia. 5. For the purposesof this Schedule: Double asterisk (**) after a CPC number indicates that the service specified constitutes only a part of the total range of activities covered by the CPC concordance. Joint Operation is an undertaking between one or more foreign and Indonesian enterprises of a temporary nature, to handle one or more projects or businesses without establishing a new statutory body in accordance with Indonesian laws. Joint Venture is a legal entity organised under Indonesian law and having its domicile in Indonesia, in the form of cooperation between foreign capital and Indonesian (national) capital. 6. In the absence of a specific reference to CPC numbers, the scope of subsectors or activities covered by an entry will be subject to relevant and applicable references. 7. In the interpretation of an entry, all elements of the entry shall be considered in their totality. 8. This note shall form part of Indonesia's reservations. ANNEX I-B: Reservations for Existing Measures (standstill) SCHEDULE OF INDONESIA Introductory Notes 1. Indonesia's Schedule to this Annex, pursuant to Article 8.7.2(Trade in Services – Reservations) and Article 13.18.2 (Investment – Non-Conforming Measures and Exceptions), sets out Indonesia's existing measures that are not subject to some or all of the obligations imposed by: (a) Article 8.3 (Trade in Services – National Treatment); (b) Article 8.4 (Trade in Services – Most-Favoured-Nation Treatment); (c) Article 8.5 (Trade in Services – Market Access); (d) Article 13.6 (Investment – National Treatment); (e) Article 13.7 (Investment – Most-Favoured-Nation Treatment); (f) Article 13.12 (Investment –Performance Requirements); or (g) Article 13.13 (Investment –Senior Management and Boards of Directors). 1. Sector : All Sectors Subsector : All Subsectors Level of

Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Form of Establishment Investment and Trade in Services Foreign investment shall be in the form of a Limited Liability Company, unless stipulated otherwise, in accordance with Indonesia's laws. Source of Measure : --- Law No. 25 of 2007 Concerning Investment as amended by Law No 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No 2 of 2022 Regarding Job Creation Law Law No 40 of 2007 concerning Limited Liability Company as amended by Law No 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No 2 of 2022 regarding Job Creation Law Presidential Regulation No 10 of 2021 concerning Investment Business Sector as amended by Presidential Regulation No. 49 of 2021 2. Sector : All Sectors Subsector : All Subsectors Level of Government : Central Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Description of : Registration Requirements for the Establishment of Measure Foreign Investment Investment and Trade in Services Foreign investment shall have a total investment value of more than IDR 10 billion (excluding land and buildings) for each business field in each location, unless otherwise required by the specific sector in accordance with Indonesia's laws and regulations. In addition, foreign investment shall have the issued capital or paid-up capital of at least IDR 10 billion, unless otherwise stipulated in any Indonesia's laws and regulations, except in sectors and subsectors where Indonesia has made commitments under GATS. Source of Measure : -Law No. 25 of 2007 concerning Investment as amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 Regarding Job Creation Law -Law No. 7 of 1994 concerning The Ratification of the Agreement Establishing The World Trade Organization -Government Regulation No.5 of 2021 Concerning Implementation Risk-Based Business Licensing -Investment Coordinating Board Regulation No. 4 of 2021 Concerning Guidelines and Procedure Business Licensing Services and Investment Facilities -Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 3. Sector : All Sectors Subsector : All Subsectors Level of Government : Central Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Acquisition or Lease of Land Investment and Trade in Services The right of ownership of land is restricted to Indonesian nationals only. Foreign natural and juridical persons may acquire land, building, or property with a specific title, subject to the permission by the relevant authorities in accordance with Indonesia's law and regulations, on the basis of the following rights: (a) Leasehold (hak guna usaha), granted to a foreign company for a maximum period of 35 years and may be extended for a further period of 25 years; (b) Building rights (hak guna bangunan), granted to a foreign company for a maximum period of 30 years and may be extended for a further period of 20 years; (c) Right of use (hak pakai), granted to a foreign national that is a foreign investor or a foreign company for a maximum period of 30 years and may be extended for a further period of 20 years; (d) Right of lease (hak sewa), granted to a foreign national or a foreign company for a definite period as may be agreed by the parties. Specific rules apply to the ownership of building and limited property rights in the specific geographic regions designated for local communities. Source of Measure : -Law No. 5 of 1960 Concerning Basic Regulations on Agrarian Principles -Law No. 25 of 2007 concerning Investment as amended by Law No. 6 of 2023 Concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 regarding Job Creation Law -Government Regulation No. 18 of 2021 Concerning Management Rights, Land Rights, Flats and Land Registration 4. Sector : All Sectors Subsector : All Subsectors Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Investment and Trade in Services Indonesia requires public electronic system operators to manage, use, or locate computing facilities in its territory as a condition for the conduct of business in Indonesia, and to store and process certain information in Indonesia, when that business is performed for and on behalf of government authorities. Indonesia requires private electronic system operators to provide access to electronic system and data for the purpose of law enforcement to ensure compliance with domestic laws and regulations, if that measure is in accordance with due process of law. Source of Measure : -Government Regulation No. 71 of 2019 concerning Operation of Electronic System and Transaction 5. Sector : All Sectors Subsector : All Subsectors Level of Government : Central Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description of Measure : Investment and Trade in Services The obligations imposed by Article 8.3 (Trade in Services – National Treatment) and Article 13.6 (Investment – National Treatment) do not apply in the event that activities restricted to designated enterprises are liberalised to those other than the designated entities, or in the event that the designated enterprises no longer operate on a non-commercial basis. For example, designated entities may include the State Forestry Public Enterprise denoted as Perum PERHUTANI and the National Money Printing Public Enterprise denoted as Perum PERURI. Source of Measure : -Government Regulation No. 72 of 2010 Concerning State forestry of Public Company -Government Regulation No. 23 of 2021 concerning Forest Management -Government Regulation No. 23 of 2022 concerning Amendment of Government Regulation No. 45 of 2005 concerning Establishment, Management, Supervision, and Dismissal of State-Owned Enterprise 6. Sector : All Sectors Subsector : All Subsectors Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Board of Directors (Article 13.13) Description of Measure : Investment and Trade in Services Any conditions imposed in approval for licenses or permits that are in existence prior to the date of entry into force of this Agreement shall continue to apply and any changes to such conditions shall be subject to new approval. Source of Measure : -Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 7. Sector : All Non-Services Sectors Subsector : All Non-Services Subsectors Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure :

Investment As may be required by the relevant regulatory authorities, and subject to prior notification before the grant of a licence, foreign investors that own 100 percent equity participation in a company, after a certain period following the commencement of commercial production, shall sell a part of the company's shares to domestic investors. In the case of the Mineral and Coal Mining subsector, a mining business licence (Izin Usaha Pertambangan) for foreign investment shall be granted by the Minister of Investment and verified by the Ministry of Energy and Mineral Resources of the Republic of Indonesia. Subject to prior notification before the grant of a mining business licence (Izin Usaha Pertambangan), after a certain period of years following the commencement of production, foreign shareholders of a foreign investment shall sell their shares gradually to Indonesian shareholders according to the following order of priority: central government; local government; state-owned enterprises (Badan Usaha Milik Negara); regional-owned enterprises (Badan Usaha Milik Daerah) or national private business entity. The shares held by Indonesian shareholders shall reach a majority shareholding in the company after a certain period of years following the commencement of production. Source of Measure : ---- Law No. 25 of 2007 concerning Investment as amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law Law No. 4 of 2009 concerning Mineral and Coal Mining as amended by Law No. 3 of 2020 and Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 Concerning Job Creation Law Law No. 1 of 2014 concerning Management of Coastal Areas and Small Islands as amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law Government Regulation No. 20 of 1994 concerning Share Ownership in a Company Established as a Foreign investment as amended by Government Regulation No. 83 of 2001 8. Sector : All Sectors Subsector : All Subsectors Level of Government : Central and Regional Type of Obligation : Performance Requirements (Article 13.12) Description of Measure : Investment and Trade in Services All existing non-conforming measures. For the purposes of this entry, the following is an example of a measure that does not conform with Article 13.12 (Investment – Performance Requirements):1 Construction services and Professional services related to construction In providing services, a Joint Operation shall comply with the following requirements: (i) at least 50 percent of the value of the services shall be conducted in Indonesia; and (ii) at least 30 percent of the value of the services shall be conducted by the local partner(s) in the Joint Operation. Source of Measure : -All existing non-conforming measures 1 For greater certainty, thisis only oneexample of an existing measure that does not comply with the obligation set out in Article 13.12 (Investment – PerformanceRequirements. 9. Sector : All Sectors Subsector : All Subsectors Level of Government : Regional Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description of Measure : Investment and Trade in Services All existing non-conforming measures of a province. Source of Measure : -All existing non-conforming measures of a province. 10. Sector : Professional Services Subsector : Legal Services (CPC 861) Level of Government : Central Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description of Measure : Trade in Services -A foreign advocate (professional foreign lawyer) is obliged to transfer at least 100 hours each year of knowledge to education, legal research, or government institutions, free of charge. -The share of professional foreign lawyer working in an Indonesian law firm must not exceed 20 percent, and shall be limited to five professional foreign lawyers per firm. Source of Measure : -Law No. 18 of 2003 concerning Advocate -Minister of Law and Human Rights Regulation No. 26 of 2017 concerning Requirements and Procedures to Employ Foreign Lawyers and Obligation to Provide Pro Bono Law Services towards Education and Law Research 11. Sector : Maritime Transport Services Subsector : (a) International Passenger Transport2 (CPC 7211) (b) International Freight Transport (CPC 7212) (excluding cabotage) Level of Government : Central Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Market Access (Article 8.5) Description of Measure Trade in Services A foreign shipping enterprise can only provide international passenger transportation services to and from seaports and special ports that are open for foreign trade3 and is required to appoint an Indonesian shipping enterprise or shipping agent enterprise as its General Agent. A foreign service supplier is permitted to establish a commercial presence through a Joint Jenture with foreign equity participation not exceeding 49 percent. The Joint Venture must own and operate an Indonesian-flagged vessel with a minimum 50,000 gross tonnage for each vessel and crewed by Indonesian nationals. 2 International passenger transport may haveaccess to and use of port facilities in the port which isopened for international shipping. 3 Seaports and special ports that areopento internationaltrade subject toprevailing laws and regulations at thetimeof supplying services. : For the cross-border supply of maritime transport services, any person is obliged to use a vessel owned by or leased to an Indonesian vessel company and Indonesian insurance only if: -Exporting coal or Crude Palm Oil (CPO) with capacity up to 10,000 DWT (deadweight tonnage); or -Importing rice or government procurement goods with capacity up to 10,000 DWT (deadweight tonnage). Source of Measure : -Law No. 17 of 2008 concerning Shipping Law -Law No. 66 of 2024 concerning The Amendment to Law No. 17 of 2008 concerning Shipping Law -Government Regulation No. 20 of 2010 concerning Sea Transport as amended by Government Regulation No. 22 of 2011 -Government Regulation No. 31 of 2021 concerning Shipping -Presidential Regulation No. 49 of 2021 Amendment to Presidential Regulation Number 10 of 2021 concerning Investment Business Field -Minister of Trade Regulation No. 65 of 2020 Concerning the amendment of Minister of Trade Regulation No. 40 of 2020 concerning Provisions for the Use of Sea Transportation and National Insurance for the Export and Import of Certain Goods 12. Sector : Professional Services Subsector : Architectural Services (CPC 8671) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description of Measure : Trade in Services With respect to commercial presence: (a) a service

supplier is required to establish a partnership with a local partner(s) that has “qualification Big” (kualifikasi besar) in the form of a Joint Operation or Joint Venture; and (b) if through Joint Venture company, foreign equity participation not exceeding 67 percent. With respect to movement of natural persons: (a) A foreign architect who will provide services in Indonesia must have a partnership with an Indonesian architect. (b) A foreign architect must fulfil the following requirements: -must be registered in the home country; -architectural plan must be approved by licensed Indonesian architect; -must be registered in Indonesia with validity for one year, with the possibility of extension; and -must transfer expertise and knowledge: • to Indonesia architects; • by developing and enhancing architectural practice in the workplace; and • providing education or training to education, research, or development institutions in the field of architecture. Source of Measures : ---- Law No. 2 of 2017 concerning Construction Services Law No. 6 of 2017 concerning Architect Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence Presidential Regulation No. 49 of 2021 Amendment to Presidential Regulation No. 10 of 2021 concerning Investment Business Field 13. Sector : Professional Services Subsector : (a) Engineering Services (CPC 8672 excluding CPC 86721, 86725, 86726) (b) Integrated Engineering Services (CPC 8673) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description of Measure : Trade in Services With respect to commercial presence: (a) a service supplier is required to establish a partnership with a local partner(s) that has “qualification Big” (kualifikasi besar) in the form of a Joint Operation or Joint Venture; and (b) if through Joint Venture company, foreign equity participation not exceeding 67 percent. With respect to movement of natural persons: (a) A foreign engineer is subject to transfer of knowledge and technology requirements that include: -developing and improving engineering services in their workplace; -transferring skills and knowledge to Indonesian engineers; and -providing education or training to education, research, or development institutions in the field of engineering. (b) A foreign engineer must fulfil the following requirements: -be registered in the home country; and -be registered and licensed in Indonesia. Source of Measure : -Law No. 2 of 2017 concerning Construction Services -Law No. 11 of 2014 concerning Engineering -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -Presidential Regulation No. 49 of 2021 Amendment to Presidential Regulation No. 10 of 2021 concerning Investment Business Field 14. Sector : Professional Services Subsector : Urban Planning Services (CPC 86741) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Trade in Services With respect to commercial presence: (a) a service supplier is required to establish a partnership with a local partner(s) that has “qualification Big” (klasifikasi besar) in the form of a Joint Operation or Joint Venture; and (b) if through Joint Venture company, foreign equity participation not exceeding 67 percent. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -Presidential Regulation No. 49 of 2021 Amendment to Presidential Regulation No. 10 of 2021 concerning Investment Business Field 15. Sector : Research and Development Services (R&D) Subsector : (a) R&D services on natural sciences (CPC 851), only on physical sciences and medical sciences and pharmacy (b) R&D services on Social Sciences and Humanities, excluding psychologist services (CPC 852) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description of Measure : Trade in Services Cross-border supply and consumption abroad are permitted subject to a requirement to obtain an ethic clearance and research permit. In addition, commercial presence shall be in the form of a Joint Operation, subject to the following conditions: (a) a Canadian research institution and a Canadian researcher are required to obtain ethical clearance and a research permit for each project. The application to obtain the clearance and permit is submitted to the National Research and Innovation Agency (Badan Riset dan Inovasi Nasional .BRIN); (b) the Canadian research institution is required to engage an Indonesian research institution or higher education institution; (c) subject to technology transfer requirement; and (d) the transfer of materials outside the territory of Indonesia may only be conducted to the extent that the material being tested cannot be tested in Indonesia and must be done through a transfer agreement. Source of Measure : -Law No. 11 of 2019 concerning National System of Science and Technology -National Research and Innovation Agency Regulation No. 22 of 2022 concerning Research Ethical Clearance -Head of National Research and Innovation Agency Decree No. 171 of 2024 concerning Guidelines for Transfer of Materials 16. Sector : Research and Development (R&D) Services Subsector : (a) Interdisciplinary R&D (CPC 853, limited to industrial activities) (b) Research and experimental development services on linguistic and languages (CPC 85204), limited to foreign language only Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description : Trade in Services Cross-border supply and consumption abroad are permitted subject to a requirement to obtain an ethic clearance and research permit. In addition, commercial presence shall be in the form of a Joint Operation, subject to the following conditions: (a) a Canadian research institution and a Canadian researcher are required to obtain ethical clearance and a research permit for each project. The application to obtain the clearance and permit is submitted to the National Research and Innovation Agency (Badan Riset dan Inovasi Nasional .BRIN); (b) the Canadian research institution is required to engage an Indonesian research institution or higher education institution; (c) subject to technology transfer requirement; and (d) granting a licence for a foreign service supplier will be subject to an assessment on the object, area, and period of research pursuant to applicable laws and regulation at the time of application. Source of Measures : -Law No. 11 of 2019 concerning National System of Science and Technology -National Research and Innovation Agency Regulation No. 22 of 2022 concerning Research Ethical Clearance 17. Sector : Construction and Related Engineering Services Subsector : (a) Pre-erection Work at Construction Site (CPC 511) excluding Site Investigation Work (CPC 51110) and Site Formation and

Clearance Work (CPC 51113) (b) Construction Work for Buildings (CPC 512) excluding one.and two-dwelling buildings (CPC 51210) (c) Construction Work for Civil Engineering (CPC 513) (d) Assembly and Erection of Prefabricated Constructions (CPC 514) (e) Special Trade Construction (CPC 515) (f) Installation Work (CPC 516) (g) Building Completion and Finishing Work (CPC 517) (h) Renting Services Related Equipment for Construction or Demolition of Building or Civil Engineering Works with Operator (CPC 518) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description 8192 : Trade in Services With respect to commercial presence: (a) a service supplier is required to establish a partnership with a local partner(s) that has “qualification Big” (klasifikasi besar) in the form of a Joint Operation or Joint Venture; and (b) if through Joint Venture company, foreign equity participation not exceeding 67 percent. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -Presidential Regulation No. 49 of 2021 Amendment to Presidential Regulation No. 10 of 2021 concerning Investment Business Field 18. Sector : Distribution Services Subsector : Wholesale Trade Services of all varieties of consumer goods, limited to modern market, with minimum space above 5,000 square meter (KBLI 46900) Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description : Trade in Services Commercial presence shall be in the form of a Joint Venture, subject to the following conditions: (a) must comply with the obligation to provide domestic products as traded goods and cooperate with Indonesian small and medium-sized enterprises acting as supplier and retailer; and (b) A foreign service supplier is only allowed to have a maximum of 150 stores, otherwise the foreign service supplier is required to franchise any additional stores, or to establish a Joint Venture with a local partner or a partnership with a small and medium-sized enterprise, in accordance with prevailing laws and regulations. Source of Measure : -Government Regulation No. 29 of 2021 concerning the Implementation of the Trade Sector -Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores -Minister of Trade Regulation No. 18 of 2022 concerning The Amendment Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores 19. Sector : Distribution Services Subsector : Direct Selling (Multi and Single Level Marketing) (KBLI 47999) Type of Obligation : National Treatment (Article 8.3) National Treatment (Article INV 13.6) Senior Management and Boards of Directors (Article 13.13) Description : Trade in Services Commercial presence shall be in the form of a Joint Venture, subject to the following conditions: (a) a foreign service supplier is expected to join an Indonesian Direct Selling Association; and (b) a foreign service supplier is subject to the requirement to have at least one Indonesian director and one Indonesian commissioner. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -Government Regulation No. 29 of 2021 concerning the Implementation of the Trade Sector 20. Sector : Distribution Services Subsector : Franchising (CPC 89290) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier shall be in the form of a Joint Venture, subject to the following conditions: (a) whether commercial presence is permitted depends on the business sector or sub-sector that is franchised; (b) it must register intellectual property rights; (c) it must have run the business that will be franchised for at least three years. Source of Measures : -Government Regulation No. 35 of 2024 concerning Franchise 21. Sector : Distribution Services Subsector : Retail: Hypermarket (with minimum space above 5,000 square meter) Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description : Trade in Services Commercial presence shall be in the form of a Joint Venture, subject to the following conditions: (a) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier; (b) a foreign service supplier has an obligation to provide domestic products as traded goods and cooperate with Indonesian small and medium-sized enterprises acting as supplier and retailer; (c) a foreign service supplier is only allowed to have a maximum of 150 stores, otherwise the foreign service supplier is required to franchise any additional stores, or to establish a Joint Venture with a local partner or a partnership with a small and medium-sized enterprise, in accordance with prevailing laws and regulations; and (d) a foreign natural person is subject to an obligation to have a certificate of competence in Indonesia regarding its assigned working positions. Source of Measure : --- Government Regulation No. 29 of 2021 concerning the Implementation of the Trade Sector Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores Minister of Trade Regulation No. 18 of 2022 concerning The Amendment Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores 22. Sector : Distribution Services Subsector : Retail (a) Supermarket with minimum space above 1,200 square meter (b) Department Store with minimum space above 2,000 square meter Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description : Trade in Services Commercial presence shall be in the form of a Joint Venture, subject to the following conditions: (a) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier; (b) a foreign service supplier has an obligation to provide domestic products as traded goods and cooperate with Indonesian small and medium-sized enterprises acting as supplier and retailer; (c) a foreign service supplier is only allowed to have a maximum of 150 stores, otherwise the foreign service supplier is required to franchise any additional stores, or to establish a Joint Venture with a local partner or a partnership with a small and medium-sized enterprise, in accordance with prevailing laws and regulations; (d) a department store shall be integrated with a mall or shopping center that has obtained a permit; and (e) a foreign natural person is subject to an obligation to have a certificate of competence in Indonesia regarding its assigned working positions. Source of Measure : --- Government Regulation No. 29

of 2021 concerning the Implementation of the Trade Sector Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores Minister of Trade Regulation No. 18 of 2022 concerning The Amendment Minister of Trade Regulation No. 23 of 2021 concerning Guidelines on Expansion, Arrangement, and Development of Shopping Centers and Retail Stores 23. Sector : Tourism and Travel Related Services Subsector : Hotels (Only for 3-, 4-, and 5-star hotels) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, subject to an economic needs test and prevailing laws and regulations. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -All existing non-conforming measures at the regional level of government. 24. Sector : Tourism and Travel Related Services Subsector : (a) Meal Serving Services with Full Restaurant Services (CPC 64210) (b) Beverage Serving Services without Entertainment (CPC 64310) (c) Beverage Serving Services with Entertainment (CPC 64320) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, and licence requirements may vary from those applicable to Indonesian service suppliers. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence 25. Sector : Tourism and Travel Related Services Subsector : Tourist Resorts4 including hotel (3, 4, and 5 stars), excluding marina facilities and hotel management Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, subject to economic needs test and prevailing laws and regulations. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -All existing non-conforming measures at the regional level of government 4 A Tourist Resort is an area built to accommodate the facilitiesneeded for tourists such as hotels, marinas, golf courses, cultural open stages, andother facilities, except casinosand other activities prohibited by lawfor reasons of public morals, religion, security,and public order. 26. Sector : Recreational, Cultural, and Sporting Services, excluding Audio Visual Services Subsector : Marina Facilities Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, and licence requirements may vary from those applicable to Indonesian service suppliers. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence 27. Sector : Recreational, Cultural, and Sporting Services, excluding Audio Visual Services Subsector : Hotel management (KBLI 55900) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, and licence requirements may vary from those applicable to Indonesian service suppliers. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence 28. Sector : Tourism and Travel Related Services Subsector : Tour Operator (CPC 74710**) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, subject to economic needs test and prevailing laws and regulations. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -All existing non-conforming measures at the regional level of government 29. Sector : Recreational, Cultural and Sporting Services, excluding Audio Visual Services Subsector : Golf Courses and Other Facilities within the Tourist Resorts (CPC 96413) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, subject to economic needs test and prevailing laws and regulations. Source of Measure : -Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licence -All existing non-conforming measures at the regional level of government 30. Sector : Transportation Services Maritime Transportation Services Subsector : Vessel Salvage and Refloating Services (CPC 7454) (excluding cabotage) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier shall be in the form of a Joint Venture, subject to the following conditions: (a) with foreign equity participation not exceeding 49 percent; (b) every salvage activity shall obtain permit from the Directorate General of Maritime Transportation; and (c) licence requirements for foreign service suppliers may vary from those applicable to Indonesian service suppliers. Source of Measure : -Law No. 17 of 2008 concerning Shipping Law -Law No. 66 of 2024 concerning The Amendment to Law No. 17 of 2008 concerning Shipping Law -Government Regulation No. 31 of 2021 concerning Shipping -Minister of Transportation Regulation No. 2 of 2021 concerning Procedures and Requirements for Granting Approval to Use Foreign Ships for Other Activities in Indonesian Waters Territory excluding Activities to Transport Passengers and Goods -Minister of Transportation Regulation No. 33 of 2016 concerning the Amendment of Minister of Transportation Regulation No. 71 of 2013 concerning Salvage or Underwater Work 31. Sector : Transportation Services Subsector : Road Freight Transportation (CPC 7123) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, and subject to obtaining a standard certificate and operational permit. Source of Measure : -Law No. 22 of 2009 concerning Road Traffic and Transportation -Government Regulation No. 74 of 2014 concerning Road Transportation -Minister of Transportation Regulation No. 60 of 2019 concerning Operation of Road Freight Transportation 32. Sector : Transportation Services

Subsector : Supporting Services for Road Transport: -Road transport station services, including parking services, public transport scheduling, ramp check, passenger activities (KBLI 52211) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description : Trade in Services Commercial presence by a foreign service supplier is permitted in the form of a Joint Venture, and subject to the following conditions: (a) the services provided by a foreign service supplier are limited to supporting services in a road transport station; (b) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier. The licence is issued by the Ministry of Transportation; and (c) 30 percent of the area of a road transport station shall be allocated to small and medium-sized enterprises. Source of Measure : -Law No. 22 of 2009 concerning Road Traffic and Transportation -Government Regulation No. 74 of 2014 concerning Road Transportation -Minister of Transportation Regulation No. 15 of 2019 concerning Public Road Passenger Transportation -Minister of Transportation of Regulation No. 24 of 2021 concerning Operation of Road Transport Station 33. Sector : Transportation Services Subsector : Supporting Services for Road Transport: -Other supporting services for road transport, only for periodic inspection services (KBLI 71203) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Commercial presence is permitted by a foreign service supplier in the form of a Joint Venture, and subject to the following conditions: (a) accessor, test equipment, and facilities shall be accredited by the Ministry of Transportation; (b) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier. The licence is issued by the Ministry of Transportation. Source of Measure : -Law No. 22 of 2009 concerning Road Traffic and Transportation -Government Regulation No. 55 of 2012 concerning Vehicle -Government Regulation No. 74 of 2014 concerning Road Transportation -Minister of Transportation Regulation No. 19 of 2021 concerning Periodic Inspection for Motor Vehicle 34. Sector : Fishery Sub-Sector : Capture Fisheries Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to maintain an existing measure with respect to capture fisheries. Source of Measure : -Law No. 31 of 2004 concerning Fishery as amended No. 45 of 2009, and further amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law -Law No. 5 of 1983 concerning Indonesia's Exclusive Economic Zone -Government Regulation No. 85 of 2021 concerning Types and Tariffs for Types of Non-tax State Revenues Applicable at the Ministry of Marine Affairs and Fisheries -Government Regulation of The Republic of Indonesia No. 11 of 2023 Concerning Quota-Based Capture Fisheries Policy -Presidential Regulation No. 38 of 2015 concerning Cooperation Between Government and Companies on Infrastructure Provision -Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 58/PERMEN-KP/2020 concerning Capture Fishery Business -Government Policy 35. Sector : Mining & Quarrying Subsector : - Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure : Investment The establishment and operation of foreign investment in the following business fields is prohibited for foreign investors: -Sea sand extraction -Rock mining and quarrying Source of Measure : -Law No. 4 of 2009 concerning Mineral and Coal Mining as amended by Law No. 3 of 2020, and further amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation Law -Government Regulation No. 25 of 2024 concerning the amendment of Government Regulation No. 96 of 2021 concerning the Implementation of Mineral and Coal Mining Activities 36. Sector : Manufacturing Subsector : - Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure : Investment Foreign investors are prohibited from establishing the following lines of business in Indonesia: (a) Reserved for micro, small, and medium-sized enterprises and cooperatives: • Fish processing: boiling fish (ISIC 1512) • Manufacture of processed food from soybean: soybean tempeh manufacture; soybean tofu manufacture (ISIC 1513, 1549); • Manufacture of crackers (krupuk), flakes (keripik), fried and flavoured biscuits (peyek) and the likes (ISIC 1513, 1514, 1549); • Manufacture of palm sugar, Javanese sugar or red sugar (ISIC 1542); • Manufacture of prepared meal and dishes: Rendang or meat dishes (ISIC 1511, 1549); • Weaving of textiles industry, not included weaving of gunny sacks or other sacks (ISIC 1711, 1721, 1729), which include: -Weaving of Songket industry; -Weaving of Ulos industry; -Weaving of Cual industry; -Weaving of Ulap Doyo industry; -Weaving of Tenun Grinsing industry; -Weaving of Tenun Tapis industry. • Tied woven fabrics (kain tenun ikat) industry (ISIC 1711, 1721, 1729); • Embroidery/embroidery fabric industry (ISIC 1729) which include: -Karawo fabric industry; -Karancang fabric industry; -Sulam usus fabric industry; -Other industry of embroidered fabrics that are not made by machine. • Batik industry: (ISIC 1712, 1729) -Hand painted batik industry; -Combination of hand painted and stamped batik industry. • Traditional clothing industries from textiles/fabric and clothing accessory industries from textiles (ISIC 1810), which include: -Peci/Kopiah/Songkok industry; -Traditional headband industry; -Traditional belt industry; -Mukena-making industry. • Handicrafts industry: rattan and bamboo plait industry; plait industry with plant other than rattan and bamboo (which include pandan, agel, mendong, ketak, purun, eceng gondok, keladi air); carving handicraft from wood, except furniture industry (which include wood carving, relief sculpture, mask, statue, wayang); kitchen household industry from wood, rattan and bamboo; wood, rattan, cork products industry that is not classified elsewhere (ISIC 2029, 3699); • Traditional musical instruments industry (ISIC 3692), which include: -Angklung from West Java; -Gordang Sembilan from North Sumatra; -Dambus from Bangka Belitung; -Kolintang from Minahasa; -Gendang Beleq from NTB; -Sasando from NTT; -Tifa from Papua • Rubber curing industry (ISIC 2519); • Clay/ceramic made household necessities industry especially pottery and decorative ceramic (ISIC 2691); • Non-power-driven cutting tools and hand tools for agriculture from metal (ISIC 2893), namely: Hoe, Shovel, Plow, Rake Shovel, Sickle, Ketam, Dodos, Egreg, Rubber Tapping Knife; • Manual or semi mechanical processed hand-tools industry for handwork and cutting (ISIC 2893); • General tools industry (ISIC 2893), including: -Keris; -

Rencong; -Mandau; -Kujang; -Badik; -Tombak; • Other traditional tools/weapons • Maintenance and repair of motorcycles other than those integrating with sale of motorcycles (agents or distributor) (ISIC 5040); • Repair of personal and household goods and home and garden equipment (ISIC 3610, 5260); • Salt processing industry that acquires geographical indication (ISIC 1549, 2429) which include: -Amed Bali Salt; -Gunung Krayan Salt; -Kusamba Bali Salt (b) 100 percent domestic equity participation: • Stamped batik industry (ISIC 1712); • Traditional medicines processing and industry (ISIC 2423); • Manufacture of raw materials for traditional medicines for humans (ISIC 2423); • Coffee processing industry that acquires geographical indication (ISIC 1549); • Manufacture of wooden goods (construction material industry) (ISIC 2022, 2029); • Traditional cosmetics industry (ISIC 2424); Manufacture of ships: Pinisi, Cadik, and other wooden ships with distinctive traditional designs (ISIC 3511, 3512). Source of Measure : -Law No. 25 of 2007 Concerning Investment -Law No. 39 of 2014 Concerning Plantations -Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 -Presidential Decree No. 21 of 2001 Concerning Lubricant Supply and Services 37. Sector : Agriculture Subsector : - Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure : Investment Foreign investors are prohibited from establishing the following businesses in Indonesia: (a) Reserved for micro, small, and medium-sized enterprises and cooperatives: • For each individual crop cultivation in an area less than 25 hectares: -Staple food crops (rice, corn, soybeans, groundnuts, green beans, cassava and sweet potatoes) and other food crops not classified elsewhere (ISIC 0111, 0112, 0113, 0200). • For each individual plantation business in an area less than 25 hectares: -Other sweetener crops, sugar cane, tobacco, textile raw materials and cotton, cashews, coconut palms, oil palms, beverage crops (tea, coffee and cocoa), peppercorns, cloves, essential oil crops, medicinal or pharmaceutical crop, other spice crops, rubber and other trees for extraction of sap, fodder crops, cover crops, other seasonal crops, dates, other oil-producing crops, bit, olives, other plantation farming (ISIC 0111, 0112, 0113, 0200). Source of Measure : -------- Law No. 39 of 2014 concerning Plantations as amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licensing Government Regulation No. 18 of 2010 concerning Plant Cultivation Business Government Regulation No. 26 of 2021 concerning Implementation of The Agricultural Sector Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 Agriculture Minister Regulation No. 98 of 2013 concerning Guidance of Plantation Business Licence as amended by Agriculture Minister Regulation No. 21 of 2017 concerning the Second Amendment of Regulation No. 98 of 2013 Agriculture Minister Regulation No. 39 of 2010 concerning the Guidelines on Business Licensing for Staple Crops Cultivation Government Policy 38. Sector : Forestry Subsector : - Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure : Investment Foreign investors are prohibited from establishing the following businesses in Indonesia: (a) Reserved for micro, small, and medium-sized enterprises and cooperatives: • Collecting forest products: shellac, agarwood, palm sugar, incense, masohi bark, lawang bark, cinnamon, other resins, swiftlet's nest in nature, honey (ISIC 0122, 0200); • Collecting forests plants: rattan (ISIC 2010), pine sap (oleo pine resin) (ISIC 0200), bamboo (ISIC 0200), wood rosin or shorea javanica (damar) (ISIC 0200), eaglewood or Aquilaria malaccensis (gaharu), cajuput/eucalyptus leaves (ISIC 0200); • Collecting silkworm cocoon (natural silk farming) (ISIC 0122) (b) 100 per cent domestic equity participation: • Water provisioning in conservation area (ISIC 0200); • Water energy provisioning in conservation area (ISIC 0200); -Capturing and trading of wild plants and wild animal from the natural wildlife habitat (ISIC 0150). Source of Measure : -------- Law No. 41 of 1999 concerning Forestry as amended by Law No. 19 of 2004 and further amended by Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law Law No. 5 of 1990 concerning Conservation of Natural Resources and Its Ecosystems Government Regulation No. 5 of 2021 concerning Implementation of Risk-Based Business Licensing Government Regulation No. 23 of 2021 concerning Forestry Management Government Regulation No. 36 of 2010 concerning Natural Tourism Concession in the National Park Utilization Zone, Grand Forest Park, Nature Tourism Park Government Regulation No. 8 of 1999 concerning Utilization of Plant and Wild Animal Species Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 Government Policy 39. Sector : Mining and Quarrying Sub-Sector : - Type of Obligation : National Treatment (Article 13.6) Level of Government : Central Description of Measure : Investment Mining Business Licence Area (hereinafter referred to as "WIUP"), refers to an area given to the holder of a Mining Business Licence. A foreign investor or a juridical person of the other Party seeking to make an investment in Indonesia is prohibited from participating in the auction of metallic mineral and coal WIUP with a size equal to or under 2,000 hectares. Source of Measure : -Law No. 4 of 2009 concerning Mineral and Coal Mining as amended by Law No. 3 of 2020 and Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law -Government Regulation No. 96 of 2021 concerning the Implementation of Mineral and Coal Mining Activities -Minister of Energy and Mineral Resources Regulation No. 7 of 2020 concerning the Procedure for Granting Area, Licence, and Reporting on Mineral and Coal Mining Activities as amended by Minister of Energy and Mineral Resources Regulation No. 16 of 2021 40. Sector : Manufacturing, Agriculture, Fishery, Forestry Subsector : - Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Most-Favoured Nation Treatment (Article 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description of Measure : Investment Indonesia reserves the right to maintain existing measures on the following lines of business: • Cultivation and manufacture of class I narcotics (ISIC 0111); • Catching of fish species listed in Appendix I to the Convention on International Trade in Endangered

Species of Wild Fauna and Flora (CITES) (ISIC 0500); • Lifting of valuable artifacts from shipwrecks (ISIC 6303); • Utilization (collection) of coral from nature for construction materials, lime, or calcium, aquarium, and souvenirs or jewellery as well as living coral or dead coral (recently dead) coral from nature (ISIC 0500); • Industrial chemical industry and Ozone Depleting Substances (BPO) industry (ISIC 2411); • Chemical weapon industry (ISIC 2411); • Alcoholic hard liquor industry (ISIC 1551); • Alcoholic beverages industry: wine (ISIC 1552); • Malt beverages industry (ISIC 1553). Source of Measure : -Law No. 6 of 2023 concerning Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation Law -Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 - Government Policy 41. Sector : Energy Subsector : Electricity provision for power plant with less than 1 megawatt capacity Level of Government : Central Type of Obligation : National Treatment (Article 13.6) Description of Measure : Investment Indonesia reserves the right to maintain existing measures with respect to investment in electricity provision for a power plant with less than 1 megawatt capacity. Source of Measure : -Presidential Regulation No. 10 of 2021 concerning Investment Business Fields as amended by Presidential Regulation No. 49 of 2021 ANNEX II: Reservations for Future Measures SCHEDULE OF CANADA Introductory Notes 1. Canada's Schedule to this Annex sets out, in accordance with Article 8.7.3(Trade in Services – Reservations) and Article 13.18.3 (Investment – Non-Conforming Measures and Exceptions), the specific sectors, subsectors, or activities for which Canada may maintain existing, or adopt new or more restrictive, measures that do not conform with obligations imposed by: (a) Article 8.3 (Trade in Services –National Treatment) or 13.6 (Investment – National Treatment); (b) Article 8.4 (Trade in Services –Most-Favoured-Nation Treatment) or 13.7 (Investment – Most-Favoured-Nation Treatment); (c) Article 13.12 (Investment –Performance Requirements); (d) Article 13.13 (Investment – Senior Management and Boards of Directors); or (e) Article 8.5 (Trade in Services –Market Access). 2. Each Schedule entry sets out the following elements: (a) Sector refers to the sector for which the entry is made; (b) Sub-Sector, where referenced, refers to the specific subsector for which the entry is made; (c) Obligations Concerned specifies the obligation(s) referred to in paragraph 1 that, pursuant to Articles 8.7 (Trade in Services – Reservations) and 13.18 (Investment – Non-Conforming Measures and Exceptions), do not apply to the sectors, subsectors, or activities listed in the entry; (d) Description sets out the scope or nature of the sectors, subsectors, or activities covered by the entry to which the reservation applies; and (e) Existing Measures identifies, for transparency purposes, a non-exhaustive list of existing measures that apply to the sectors, subsectors, or activities covered by the entry. 3. For greatercertainty, in the interpretation of an entry, all elements of the entry shall be considered, and the Description element prevails over all other elements. 4. In accordance with Articles 8.7 (Trade in Services –Reservations) and 13.18 (Investment – Non-Conforming Measures and Exceptions), the articles of this Agreement specified in the Obligations Concerned element of an entry do not apply to the sectors, subsectors, and activities identified in the Description element of that entry. Reservation II-C-1 Sector: Aboriginal Affairs Sub-sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain measures with respect to the rights or preferences provided to Aboriginal peoples, including those recognized and affirmed by section 35 of the Constitution Act, 1982 or those set out in self-government agreements between a central or regional level of government and Indigenous Peoples.1 Existing Measures: Constitution Act, 1982, being Schedule B of the Canada Act 1982 (U.K.), 1982, c. 11, as well as land claims agreements and self-government agreements that have been implemented by statute . 1 For greater clarity, Indigenous Peoplesof Canada refers to Aboriginal peoples (including FirstNations, Inuit, and Métis peoples) as definedin subsection 35(2) ofthe Constitution Act, 1982 of Canada. Reservation II-C-2 Sector: All Sectors Sub-sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain a measure relating to residency requirements for the ownership of oceanfront land by an investor of Indonesia or its investments. Existing Measures: Reservation II-C-3 Sector: Fisheries Sub-Sector: Fishing and Services Incidental to Fishing Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured Nation Treatment (Articles 8.4 and 13.7) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain any measure with respect to licensing or otherwise authorizing fishing or fishing related activities, including entry of foreign fishing vessels to Canada's exclusive economic zone, territorial sea, internal waters, or ports, and use of any services therein. Existing Measures: Fisheries Act, R.S.C. 1985, c. F14 Coastal Fisheries Protection Act, R.S.C. 1985, c.33 Coastal Fisheries Protection Regulations, C.R.C. 1978, c. 413 Commercial Fisheries Licensing Policy Policy on Foreign Investment in the Canadian Fisheries Sector, 1985 Reservation II-C-4 Sector: Government Finance Sub-sector: Securities Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain a measure relating to the acquisition, sale, or other disposition by a national of Indonesia of bonds, treasury bills, or other kinds of debt securities issued by the Government of Canada or a Canadian sub-national government. Existing Measures: Financial Administration Act, R.S.C. 1985, c. F-11 Reservation II-C-5 Sector: Minority Affairs Sub-sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain a measure conferring rights or privileges to a socially or economically disadvantaged minority. Existing Measures: Reservation II-C-6 Sector: Social Services Sub-sector: Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description: Investment and Trade in Services Canada reserves the right to adopt or

maintain a measure with respect to the supply of public law enforcement and correctional services, as well as the following services to the extent they are social services established or maintained for a public purpose: income security or insurance; social security or insurance; social welfare; public education; public training; health; and child care. Existing Measures: Reservation II-C-7 Sector: All Sectors Sub-sector: Obligations Concerned: National Treatment (Articles 13.6) Description: Investment Canada reserves the right to adopt or maintain any measure relating to the acquisition, purchase, or ownership of residential property. Existing Measures: Reservation II-C-8 Sector: Transportation Sub-sector: Air Transportation Obligations Concerned: Most-Favoured-Nation Treatment (Article 8.4) Description: Trade in Services Canada reserves the right to selectively negotiate agreements or arrangements with other States, organisations of States, aeronautical authorities, or service suppliers to recognise their accreditation of repair, overhaul, and maintenance facilities and certification by such facilities of work performed on Canadian-registered aircraft and other related aeronautical products. Existing Measures: Reservation II-C-9 Sector: Transportation Sub-Sector: Air transportation Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Description: Investment and Trade in Services Canada reserves the right to adopt or maintain a measure relating to the selling and marketing of air transportation services. Existing Measures: Reservation II-C-10 Sector: Transportation Sub-sector: WaterTransportation Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description: Investment and Trade in Services 1. Canada reserves the right to adopt or maintain a measure affecting the investment in or supply of marine cabotage services, including: (a) the transportation of goods or passengers by vessel between points in the territory of Canada or above the continental shelf of Canada, directly or by way of a place outside Canada; but with respect to waters above the continental shelf of Canada, the transportation of goods or passengers only in relation to the exploration, exploitation, or transportation of the mineral or non-living natural resources of the continental shelf of Canada; and (b) engaging by vessel in any other marine activity of a commercial nature in the territory of Canada and, with respect to waters above the continental shelf, in such other marine activities of a commercial nature that are in relation to the exploration, exploitation, or transportation of the mineral or non-living natural resources of the continental shelf of Canada. 2. This reservation relates, among other things, to limitations and conditions for services suppliers entitled to participate in these activities, to criteria for the issuance of a temporary cabotage licence to foreign vessels, and to limits on the number of cabotage licenses issued to foreign vessels. 3. For greatercertainty, this reservation applies, among other things, to marine activities of a commercial nature undertaken by or from a vessel, including feeder services and repositioning of empty containers. Existing Measures: Coasting Trade Act, S.C. 1992, c. 31 Canada Shipping Act, 2001, S.C. 2001, c.26 Customs Act, R.S.C. 1985, c.1 (2nd Supp.) Customs and Excise Offshore Application Act, R.S.C. 1985, c. C-53 Reservation II-C-11 Sector: Transportation Sub-Sector: WaterTransportation Obligations Concerned: Most-Favoured-Nation Treatment (Article 8.4) Description: Trade in Services Canada reserves the right to adopt or maintain a measure relating to the implementation of an agreement, arrangement, or other formal or informal undertaking with other countries with respect to maritime activities in waters of mutual interest in areas such as pollution control (including double hull requirements for oil tankers), safe navigation, barge inspection standards, water quality, pilotage, salvage, drug abuse control, or maritime communications. Existing Measures: Reservation II-C-12 Sector: Transportation Sub-sector: WaterTransportation (Technical Testing andAnalysis Services) Obligations Concerned: National Treatment (Articles 8.3 and 13.6) Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Description: Investment and Trade in Services 1. Canada reserves the right to adopt or maintain a measure affecting the statutory inspection and certification of a vessel on behalf of Canada. 2. For greater certainty, only a person, classification society, or other organization authorized by Canada may carry out statutory inspections and issue Canadian Maritime Documents to Canadian-registered vessels and their equipment on behalf of Canada. Existing Measures: Reservation II-C-13 Sector: All Sectors Sub-sector: Obligations Concerned: Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Description: Investment and Trade in Services 1. Canada reserves the right to adopt or maintain a measure that accords differential treatment to countries under any international agreement in force or signed prior to the date of entry into force of this Agreement. 2. Canada reserves the right to adopt or maintain a measure that accords differential treatment to countries under any international agreement in force or signed after the date of entry into force of this Agreement involving: (a) aviation; (b) fisheries; or (c) maritime matters, including salvage. Existing Measures: Reservation II-C-14 Sector: All Services Sectors Sub-sector: Obligations Concerned: Most-Favoured-Nation Treatment (Articles 8.4 and 13.7) Description: Investment and Trade in Services 1. Canada reserves the right to adopt or maintain a measure that accords differential treatment to countries under any international agreement in force or signed after the date of entry into force of this Agreement, except with respect to the subsectors listed in Appendix I of this Schedule. 2. For subsectors not listed in Appendix I, if, after the date of entry into force of this Agreement, Canada enters into any international agreement that gives more preferential treatment to another country, Canada will give consideration, on request from Indonesia, to negotiate the extension of equivalent treatment as provided under such agreement. Existing Measures: Reservation II-C-15 Sector: All Sectors Sub-sector: Obligations Concerned: Market Access (Article 8.5) Description: Trade in Services 1. Canada reserves the right to adopt or maintain a measure that is not inconsistent with: (a) Canada's obligations underArticle XVI of GATS, including obligations resulting from future amendments to Canada's Schedule to Article XVI of GATS; and (b) Canada's Schedule of Specific Commitments under GATS (GATS/SC/16, GATS/SC/16/Suppl.1, GATS/SC/16/Suppl.1/Rev.1, GATS/SC/16/Suppl.2, GATS/SC/16/Suppl.2/Rev.1, GATS /SC/16/Suppl.3, GATS/SC/16/Suppl.4, and GATS/SC/16/Suppl.4/Rev.1). 2. For the

purposes of this entry only, Canada's Schedule of Specific Commitments is modified as indicated in Appendix II of this Annex. Existing Measures: Appendix I List of Most-Favoured Nation Commitments Canada -Legal Services (CPC 861) -Accounting, Auditing and Bookkeeping Services (CPC 86220, Bookkeeping Services) -Architectural Services (CPC 8671) -Engineering Services (CPC 8672 -except 86721, 86725, 86726) -Integrated Engineering Services (CPC 8673) -Urban Planning Services (CPC 86741) -LandscapeArchitectural Services (CPC 86742) -Related Scientific and Technical Consulting Services (CPC 8675) -Courier Services (CPC 7512) -Construction Services (CPC 511 (except 51110, 51113), 512 (except 51210), 513, 514, 515, 516, 517, 518) -Wholesale Trade Services (CPC 621, 622) -Direct selling services (retailing services) -Environmental Services (CPC 9401, 9402, 9403) -Hotel lodging services (CPC 6411) -Sports facility operation services (CPC 96413) -Research and Development (R&D) services (CPC 851, 852, 853) -Other land transport services (CPC 7121, 7122, 7123, 7124) -Supporting services for road transport (CPC 7441, 7442, 7443, 7449) Appendix II For the following sectors, Canada's obligations underArticle XVI of GATS are modified as described. Sector/Sub-sector MarketAccess Improvements Accounting, auditing, and book-keeping services Under Mode 1 remove: Auditing -Commercial presence requirement: Nova Scotia. -Citizenship requirement for accreditation: Manitoba, Quebec. -Permanent residence requirement for accreditation: Alberta, Ontario. Under Mode 2 remove: Auditing -Commercial presence requirement: Nova Scotia. -Citizenship requirement for accreditation: Manitoba, Quebec. -Permanent residence requirement for accreditation: Alberta, Ontario. Under Mode 4 remove: Auditing -Permanent residence requirement for accreditation: Alberta. Architectural services Under Mode 1 remove: Architects -Citizenship requirement for accreditation: Quebec. Engineering services Under Mode 1 remove: Consulting Engineers -Commercial presence requirement for accreditation: Manitoba. Engineers -Permanent residence requirement for accreditation: British Columbia, Newfoundland and Labrador, Nova Scotia. -Citizenship requirement for accreditation: Quebec. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Under Mode 2 remove: Consulting Engineers -Commercial presence requirement for accreditation: Manitoba. Engineers -Permanent residence requirement for accreditation: British Columbia, Newfoundland and Labrador, Nova Scotia. -Citizenship requirement for accreditation: Quebec. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Under Mode 4 remove: Engineers -Permanent residence requirement for accreditation: British Columbia. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Integrated engineering services Under Mode 1 remove: Consulting Engineers -Commercial presence requirement for accreditation: Manitoba. Engineers -Permanent residence requirement for accreditation: British Columbia, Newfoundland and Labrador, Nova Scotia. -Citizenship requirement for accreditation: Quebec. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Under Mode 2 remove: Consulting Engineers -Commercial presence requirement for accreditation: Manitoba. Engineers -Permanent residence requirement for accreditation: British Columbia, Newfoundland and Labrador, Nova Scotia. -Citizenship requirement for accreditation: Quebec. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Under Mode 4 remove: Engineers -Permanent residence requirement for accreditation: British Columbia. Engineering Technicians and Technologists -Permanent residence requirement for accreditation: Alberta. Urban planning and Under Mode 1 remove: landscape architectural services Community/Urban Planning -Citizenship requirement for use of title: Quebec. Real estate services Under Mode 1 remove: CharteredAppraisers -Citizenship requirement for use of title: Quebec. Management consulting services Under Mode 1 remove: Agrologists -Citizenship requirement for accreditation: Quebec. Professional Administrators and Certified Management Consultants -Citizenship requirement for use of title: Quebec Professional Corporation of Administrators. Industrial Relations Counsellors -Citizenship requirement for use of title: Quebec. Under Mode 2 remove: Agrologists -Citizenship requirement for accreditation: Quebec. Investigation and security services Under Mode 3 remove: Business and Personnel Information Investigations -Foreign ownership restriction to 25 percent in total and 10 percent by any individual holding shares: Ontario. Related scientific and Under Mode 1 remove: technical consulting services Land Surveyors -Citizenship requirement for accreditation: Nova Scotia, Quebec. Subsurface Surveying Services -Citizenship requirement for accreditation: Quebec. Professional Technologist -Citizenship requirement for accreditation: Quebec. Chemists -Citizenship requirement for accreditation: Quebec. Under Mode 2 remove: Land Surveyors -Citizenship requirement for accreditation: Nova Scotia, Quebec. Subsurface Surveying Services -Citizenship requirement for accreditation: Quebec. Other business services Under Mode 1 remove: Certified Translators and Interpreters -Citizenship requirement for use of title: Quebec. Under Mode 2 remove: Certified Translators and Interpreters -Citizenship requirement for use of title: Quebec. Under Mode 3 remove: Collection Agencies -Foreign ownership restriction to 25 percent in total and 10 percent by any individual: Ontario. Courier services Under Mode 3 remove: -Economic needs test (Criteria related to approval include: examination of the adequacy of current levels of service; market conditions establishing the requirement for expanded service; the effect of new entrants on public convenience, including the continuity and quality of service; and the fitness, willingness, and ability of the applicant to supply proper service.): Nova Scotia, Manitoba. General construction work for civil engineering Under Mode 3 remove: Construction -An applicant and holder of a water power site development permit must be incorporated in Ontario. Wholesale trade services Under Mode 1 remove: -Marketing of Fish Products (Nova Scotia): Nova Scotia residents require ministerial approval to enter into agreements with nonresidents. Railway passenger and freight transport Under Mode 1 remove: -Cabotage limitation Road passenger transportation Under Mode 3 remove: Interurban bus transport and scheduled services: -Public convenience and needs test (Criteria related to approval include: examination of the adequacy of current levels of service; market conditions establishing the requirement for expanded

service; the effect of new entrants on public convenience, including the continuity and quality of service; and the fitness, willingness, and ability of the applicant to supply proper service.): Prince Edward Island. Road freight transportation Under Mode 3 remove: Highway freight transportation -Public convenience and needs test (Criteria related to approval include: examination of the adequacy of current levels of service; market conditions establishing the requirement for expanded service; the effect of new entrants on public convenience, including the continuity and quality of service; and the fitness, willingness, and ability of the applicant to supply proper service.): British Columbia, Manitoba, Ontario, Prince Edward Island, Nova Scotia. Telecommunications Under Mode 3 remove: Nova Scotia: no person may vote more than 1,000 shares of MaritimeTelegraph and Telephone Ltd. SCHEDULE OF INDONESIA Explanatory Notes 1. Each entry sets out the following elements: (a) Sector refers to the sector for which the entry is made; (b) Subsector, refers to the specific subsector for which the entry is made; (c) Industry Classification, if referenced in either the sector or subsector row, refers to the activity covered by the non-conforming measure according to: (i) the provisional CPC codes as used in the Provisional Central Product Classification (Statistical Papers, Series M, No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991); (ii) ISIC Rev. 3 which means the International Standard Industrial Classification of All Economic Activities as set out in the Statistical Papers, Series M, No. 4, ISIC Rev. 3, Statistical Office of the United Nations, New York, 1990; or (iii) Indonesian Standard of Industrial Classification (Klasifikasi Baku Lapangan Usaha Indonesia/KBLI) 2020. (d) Level of Government indicates the level of government maintaining the listed measure; (e) Type of Obligation specifies the obligations referred to in paragraph 1 that, pursuant to Article 8.7 (Trade in Services – Reservations) and Article 13.18 (Investment – Non-Conforming Measures and Exceptions), do not apply to the listed measure; (f) Description of Measure sets out the non-conforming measure for which the entry is made; (g) Source of Measure identifies the laws, regulations,or other measures for which the entry is made. A measure cited in the Source of Measure element: (i) means the measure as amended, continued,or renewed as of the date of entry into force of this Agreement; and (ii) includes any subordinate measureadopted or maintained under the authority of and consistent with the measure. 2. Entries that specify “All Sectors”, “All Services Sectors”, and “All Non-Services Sectors” in: (a) entries oneto nine of Annex I-B(Reservations for Existing Measures – standstill) apply to an investment or the supply of a service, where available, on subsectors specified in Annex I-A (Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. (b) entries oneto eight of Annex II (Reservations for Future Measures) apply to an investment orthe supply of a service on subsectors specified in the list of Annex I-A(Reservations for Existing Measures – ratchet), Annex I-B (Reservations for Existing Measures – standstill), and Annex II (Reservations for Future Measures), unless otherwise provided. 3. In accordance with Article 8.7 (Trade in Services – Reservations) and Article 13.18 (Investment -Non-Conforming Measures and Exceptions), the Articles of this Agreement specified in the Type of Obligation element of an entry do not apply to the non-conforming measures identified in the Description of Measure element of that entry. 4. TheSchedule below does not include measures relating to qualification requirements and procedures, technical standards, and licence requirements and procedures when they do not constitute a national treatment or market access violation within the meaning of Article 8.3 (Trade in Services – National Treatment) or Article 8.5 (Trade in Services – Market Access). Those measures (for example, the need to obtain a licence, universal service obligations, theneed to obtain recognition of qualifications in regulated sectors, the need to pass specific examinations, including language examinations, or anon-discriminatory requirement that certain activities may not be carried out in environmental protected zones or areas of particular historic and artistic interest), even if not listed, apply in any case to the supply of services by a service supplier of Canada in the territory of Indonesia. 5. For the purposesof this Schedule: Double asterisk (**) after a CPC number indicates that the service specified constitutes only a part of the total range of activities covered by the CPC concordance. Joint Operation is an undertaking between one or more foreign and Indonesian enterprises of a temporary nature, to handle one or more projects or businesses without establishing a new statutory body in accordance with Indonesian laws. Joint Venture is a legal entity organised under Indonesian law and having its domicile in Indonesia, in the form of cooperation between foreign capital and Indonesian (national) capital. 6. In the absence of a specific reference to CPC numbers, the scope of subsectors or activities covered by an entry will be subject to relevant and applicable references. 7. In the interpretation of an entry, all elements of the entry shall be considered in their totality. 8. This note shall form part of Indonesia’s reservations. ANNEX II: Reservations for Future Measures SCHEDULE OF INDONESIA Introductory Notes 1. Indonesia’s Schedule to this Annex, pursuant to Article 8.7.3(Trade in Services – Reservations) and Article 13.18.3 (Investment – Non-Conforming Measures and Exceptions), sets out Indonesia’s existing measures that are not subject to some or all of the obligations imposed by: (a) Article 8.3 (Trade in Services – National Treatment); (b) Article 8.4 (Trade in Services – Most-Favoured-Nation Treatment); (c) Article 8.5 (Trade in Services – Market Access); (d) Article 13.6 (Investment – National Treatment); (e) Article 13.7 (Investment – Most-Favoured-Nation Treatment); (f) Article 13.12 (Investment –Performance Requirements); or (g) Article 13.13 (Investment –Senior Management and Boards of Directors). 1. Sector : All sectors Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description : Trade in Services and Investment 1. During a three-year transition period beginning on the date of entry into force of this Agreement, Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 8.3 (Trade in Services – National Treatment), Article 8.5 (Trade in Services – Market Access), Article 13.6 (Investment – National Treatment), Article 13.12 (Investment – Performance Requirements), Article 13.13 (Investment –

Senior Management and Boards of Directors), except with respect to the following: (a) sectors and subsectors specified in Annex I-A, Annex I-B (entries 10 to 41), and Annex II (entries 9 to 60); (b) the supply of services through cross-border supply and consumption abroad on sectors and subsectors specified in Annex I-A, Annex I-B (entries 10 to 41), and Annex II (entries 9 to 60) of this Schedule unless otherwise reserved in each entry; subject to the terms, limitations, conditions, and qualifications set out therein. 2. Upon conclusion of the transition period, this entry of reserved uncommitted sectors shall be replaced in accordance with Article 26.2 (Final Provisions – Amendments) by sector-specific entries as appropriate. The replacement entries will be located in either: (a) Annex I-A or Annex I-B in the case of any non-conforming measure; or (b) Annex II in the case of sectors, sub.sectors, or activities. 2. Sector : All sectors Type of Obligation : Most-Favoured-Nation Treatment (Article 8.4) Most-Favoured-Nation Treatment (Article 13.7) Description : Investment and Trade in Services Indonesia reserves the right to adopt or maintain any measure that accords more favourable treatment to any investors or service suppliers under any international agreement in force or signed prior to the date of entry into force of this Agreement. Indonesia reserves the right to adopt or maintain any measure related to more favourable treatment accorded to investors or service suppliers of a non-Party and their investment resulting from: (a) any existing or future preferential agreement or arrangement between or among ASEAN Member States; (b) for services sectors, advantages accorded to adjacent countries to the extent covered by paragraph 3 of Article II of GATS; and (c) any international agreement in force or signed after the date of entry into force of this Agreement involving: (i) aviation; (ii) fisheries; or (iii) maritime matters, including salvage. 3. Sector : All services sectors Type of Obligation : Most-Favoured Nation Treatment (Article 8.4) Most-Favoured Nation Treatment (Article 13.7) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure that accords more favourable treatment to any services or service suppliers under any international agreement signed after the date of entry into force of this Agreement, except with respect to the subsectors listed in Appendix I of this Schedule. For subsectors not listed in Appendix I, if, after the date of entry into force of this Agreement, Indonesia enters into any international agreement with another country other than an ASEAN Member State that gives more preferential treatment to that other country, Indonesia will give consideration on request from Canada to negotiate the incorporation in this Agreement of treatment no less favourable than that provided under such agreement. 4. Sector : All Sector Subsector : All Subsectors Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description : Investment and Trade in Services Indonesia reserves the right to adopt or maintain any measure relating to the privatisation, corporatisation, commercialisation, or divestment of government assets, entities, or agencies including: (a) limitations on ownership of assets; (b) transfer or disposal of equity interests or their assets; (c) the right of foreign investors or their investments to control their assets; and (d) nationality of the senior management or members of the board of directors. For greater certainty: (i) where Indonesia transfers an interest in an existing state enterprise to another state enterprise, such transfer shall not be considered to be an initial transfer or disposal of the interest for purposes of this reservation; and (ii) where Indonesia transfers or disposes of an interest in an existing state enterprise in multiple phases, subparagraph (i) shall apply separately to each phase. 5. Sector : All Sector Subsector : All Subsectors Type of Obligation : Market Access (Article 8.5) National Treatment (Article 13.6) National Treatment (Article 8.3) Description : Investment and Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to special preferences given to micro, small and medium-sized enterprises and cooperatives (Usaha Mikro, Kecil, Menengah dan Koperasi or UMKMK) in Indonesia. 6. Sector : All Sector Subsector : All Subsectors Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Most-Favoured Nation Treatment (Article 13.7) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description : Investment and Trade in Services Indonesia reserves the right to adopt or maintain any measure relating to a new sector that, at the date of entry into force of this Agreement, is not covered by the United Nations Provisional Central Product Classification (CPC), 1991, the International Standard Industrial Classification (ISIC) Rev.3, or the Indonesian Standard of Industrial Classification 2020 (Klasifikasi Baku Lapangan Usaha Indonesia). 7. Sector : All Sector Subsector : All Subsectors Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description : Investment and Trade in Services 1. For a period of three years after the date of entry into force of this Agreement, Indonesia reserves the right to maintain any existing non.conforming measure with respect to foreign investors or investments that has not been listed in Annex I-A or Annex I-B of Indonesia's Schedule on the date of entry into force of this Agreement, provided that the measure is: (a) in force on the date of entry into force of this Agreement; and (b) is with respect to the sectors and subsectors specified in Annex I-A, Annex I-B (entries 10 to 41), and Annex II (entries 9 to 60). 2. All existing non-conforming measures, with respect to sectors and subsectors provided for in subparagraph 1(b), not otherwise listed in Annex I-A or Annex I-B on the date of entry into force of this Agreement will be included in either Annex I-A or Annex I-B of Indonesia's Schedule, as appropriate, no later than three years after the date of entry into force of this Agreement. 3. Indonesia will not withdraw a right or benefit from an investor that has made an investment in accordance with its laws and regulations through the addition of a measure to Annex I-A or Annex I-B that was not otherwise listed on the date of entry into force of this Agreement. 4. Three years from the date of entry into force of this Agreement, this entry shall be removed. 5. The inclusion of non-conforming measures in Annex I-A or Annex I-B pursuant to paragraph 2 and the removal of this entry pursuant to paragraph 4 shall be in accordance with Article 26.2 (Final Provisions – Amendments). 8. Sector : All Sector Subsector : All Subsectors Type of Obligation : National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Investment and Trade in Services

The obligations imposed by Article 8.3 (Trade in Services – National Treatment) and Article 13.6 (Investment – National Treatment) do not apply to measures relating to the procedural aspects of investment implementation licences or permits at the provincial level. 9. Sector : Professional Services Subsector : Accounting, Auditing, and Bookkeeping Services (CPC 86220, Bookkeeping Services except Tax Return) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent. 10. Sector : Professional Services Subsector : Urban Planning Services (CPC 86741) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Performance Requirements (Article 13.12) Description of Measure : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to movement of natural persons that requires a service supplier to: (a) have a valid certificate of competence in its home country; (b) be registered in Indonesia. The registration must be done by a competency mechanism to ensure the compared standard of foreign urban planners; (c) be subject to transfer of skills and knowledge requirements by appointing an Indonesian urban planner as an associate. 11. Sector : Rental or Leasing Services without Operator Subsector : Rental of Vessel Without Crew (CPC 83103) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description of Measure : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; and (b) be subject to licence requirements for the foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 12. Sector : Other Business Services Subsector : Convention Services CPC 87909 only for Meetings, Incentives, Conventions and Exhibitions (MICE) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent. 13. Sector : Professional Services Subsector : (a) Advisory and Consultative Engineering Services (CPC 86721) (b) Engineering Design Services for Industrial Processes and Production (CPC 86725) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply and consumption abroad. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Operation through a representative office in Indonesia, provided that the domestic partner is a member of an Indonesian consultant association. 14. Sector : Professional Services Subsector : (a) Clinic of specialised medical services for registered health institution (KBLI 86105) (b) Clinic of specialised dental services (KBLI 86105) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent, subject to the following conditions: (a) may only employ a foreign health professional to the extent that there are no sufficiently qualified Indonesians; (b) for foreign health workers and foreign medical workers: -must have a recognized certificate of competence from Indonesian Authority; and -must obtain Temporary Registration Letter (Surat Tanda Registrasi Sementara/STRS) and Practicing Permit Letter (Surat Izin Praktik/SIP); (c) Head of Clinic and Head of Human Resources or Personnel Function are subject to nationality requirement; (d) a foreign health worker must have at least a university degree; (e) a foreign medical worker must be at least a specialist doctor. 15. Sector : Computer and Related Services Subsector : Consultancy Services Related to the Installation of Computer Hardware (CPC 841) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 70 percent. 16. Sector : Computer and Related Services Subsector : Maintenance and repair Services of Office Machinery and Equipment Including Computers (CPC 845) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent. 17. Sector : Computer and Related Services Subsector : (a) Software Implementation Services (CPC-842) (b) Data Base Services (CPC 84400*) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 70 percent. 18. Sector : Computer and Related Services Subsector : Input Preparation Services (CPC 84310) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation

not exceeding 67 percent. 19. Sector : Computer and Related Services Subsector : (a) System Analysis Services (CPC 84320) (b) Time Sharing Services (CPC 84330) (c) Other Data Processing Services (CPC 84390) (d) Other Computer Services (CPC 849) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent. 20. Sector : Business Services Subsector : Real estate activities with own or leased property only for high-rise building (residential and mix use) (KBLI 68111) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent. 21. Sector : Management Consulting Services Subsector : (a) General Management Consulting Services (CPC 86501) (b) Marketing Management Consulting Services (CPC 86503) (c) Human Resources Management Consulting Services (CPC 86504) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent. 22. Sector : Management Consulting Services Subsector : Project Management Services other than Construction (CPC 86601) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) the domestic partner must be a member of an Indonesian consultant association. 23. Sector : Other Business Services Subsector : Services Incidental of Manufacturing (CPC 884 excluding CPC 88411, 88412, 88421, 88422, 88423, 88430, 88442, 88460, 88491, 88492) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 33 percent; and (b) the domestic partner must be a member of an Indonesian consultant association. 24. Sector : Other Business Services Subsector : Services Incidental to Manufacture of Metal Products, machinery, and equipment (CPC 885) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Operation through a representative office in Indonesia and the domestic partner must be a member of an Indonesian consultant association. 25. Sector Other Business Services Subsector : Services Incidental to Mining (CPC 883) (a) Drilling services for offshore oil and gas projects (b) Drilling services for geothermal project Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 75 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 26. Sector : Other Business Services Subsector : Maintenance and Repair of Equipment (excluding Maritime Vessels, Aircraft or other Transport Equipment) (CPC 8861,8866) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 33 percent; and (b) have a domestic partner that is a member of an Indonesian consultant association. 27. Sector : Other Business Services Subsector : Packaging Services (CPC 876) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 70 percent; and (b) be subject to an economic needs test for geographical limitation. 28. Sector : Other Business Services Subsector : Market Research Services (CPC 86401) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Operation through a representative office in Indonesia, and the domestic partner must be a member of an Indonesian consultant association. 29. Sector : Telecommunication Services1 Subsector : (a) Local Services, Long Distance and International Services: o Public Switched Telephone Service (CPC 7521) o Teleconferencing Services (CPC 75292) o Circuit Switched Public Data Network Services (CPC 7523**) (b) Packet-switched public data network services (CPC 7523**) o X. 25 o Frame relay o Local o Local distance o International (c) Private Leased Circuit Services (CPC 7522**,7523**) (d) Telex services (CPC 7523**) (e) Telegraph services (7522) (f) Facsimile (CPC 7521**, 7529**) (g) Enhance/Value-Added Facsimile Services, Including Store and Forward, Store and Retrieve (CPC 7523**) (h) On-line Information and database Retrieval (CPC 7523**) (i) On-line Information and or Data Processing (Including transaction processing) (CPC 843) (j) Dedicated Network Services (CPC 7523**) (k) Domestic Services: o Mobile Cellular Telephone Services (CPC 75213) 1 For greater certainty,the coverageof

this sector does not includetelecommunicationtower construction services. Annex II– ID – 34 o Internet Access Services Regional and National Paging Services (CPC 75291) o Public Payphone Services Voice Mail Service (CPC 7523) (l) Voice Mail Services (CPC 7523**) (m) Electronic Data Interchange (EDI) (CPC 7523**) (n) Electronic Mail Services (CPC 75232) (o) Video text Services (CPC 75299) (p) Electronic Mail Box (CPC 75232) (q) File Transfer Services (CPC 75299) (r) Home Telemeter Alarm (CPC 75299) (s) Entertainment Services (CPC 75299) (t) Management Information Services (CPC 75299) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 67 percent. 30. Sector : Educational Services Subsector : (a) Technical and Vocational Secondary Education Services (electronic, automotive, fashion, culinary, oil and gas drilling, and IT support technology, coding language, artificial intelligence, advance robotic, cryptocurrency, virtual reality, machinery and construction, creative economy, hospitality and care services) (CPC 92230); (b) Language, Tourism, Electronics, Culinary Art and Automotive Course and Training, Coding Language, Artificial Intelligence, Advance Robotic, Cryptocurrency, Virtual Reality, Machinery and Construction, Creative Economy, Hospitality and Care Services (CPC 924); (c) Sport and recreation education (KBLI 8541). Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (Article 13.13) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture subject to the following conditions: (a) a mutual recognition arrangement between relevant institutions on credits, programs, and certifications is required; (b) a foreign education service supplier must establish partnership with domestic partner. The foreign language instructors must be native and Indonesian speakers; (c) a foreign education service supplier must be listed in the Ministry of Higher Education, Science and Technology's List of Accredited Foreign Education and its domestic partner must be accredited; (d) the foreign education institution in cooperation with a local partner may open an educational institution in the cities outside Jakarta; (e) commercial presence shall be established in the form of yayasan (foundation); (f) the number of educators shall include at least 30 percent Indonesian educators; (g) the number of employees other than educators and the head shall include at least 80 percent Indonesian employees; (h) a foreign worker engaged in education activities in Indonesia is subject to approval by the Ministry of Higher Education, Science and Technology. Approval is granted on a case-by-case basis. 31. Sector : Environmental Services Subsector : Sewage Services (CPC 9401) only for wastewater management Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 67 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers, such as technical approval and an operational feasibility letter (Surat Kelayakan Operasional (SLO)). 32. Sector : Environmental Services Subsector : (a) Refuse Disposal Services (CPC 9402) Solid Waste Disposal Services only for integrated hazardous waste treatment facility services for oil sludge and waste mercury treatment in a particular area. The product will be used as a new material or energy power (b) Refuse Disposal Services (CPC 9402) Solid Waste Disposal Services only for on-site hazardous waste treatment facility services for the treatment of waste of mining product and waste of fly ash and bottom ash of coal product Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers, such as technical approval and an operational feasibility letter (Surat Kelayakan Operasional (SLO)). 33. Sector : Environmental Services Subsector : Refuse Disposal Services (CPC 94020) only for non-hazardous garbage, trash, waste, and rubbish Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross-border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers, such as technical approval. 34. Sector : Environmental Services Subsector : Sanitation and similar services (CPC 9403) only for public sanitation facilities Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers, such as technical approval. 35. Sector : Environmental Services Subsector : Cleaning Services of Exhaust Gases (CPC 9404) only for air pollution control Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those

applicable to Indonesian service suppliers, such as technical approval and an operational feasibility letter (Surat Kelayakan Operasional (SLO)). 36. Sector : Environmental Services Subsector : Other Environmental Protection Services (CPC 9409) only for Laboratory Services for Environment (laboratory which has the ability and authority to test and examine the environmental quality parameter according to the current laws and regulations on environment) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers; and (c) be registered by Ministry of Environment and Forestry and accredited by National Accreditation Body (KAN) in accordance with prevailing laws and regulations. 37. Sector : Environmental Services Subsector : Water Management2 only for drinkable water (KBLI 36001) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; and (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers, such as technical approval and an operational feasibility letter (Surat Kelayakan Operasional (SLO)). 2 Water management includes a series of supplying serviceactivities related to surfacewater purification from the water source, water distributiondirectly from the water terminal, water tank transportation, with thepurposeofselling drinkable water to consumers. 38. Sector : Health Related and Social Services Subsector : Hospital Services only for specialistic and sub-specialistic medical services in Class A and B hospital (CPC 9311) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Senior Management and Boards of Directors (13.13) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent, subject to the following conditions: (a) may only employ a foreign health professional to the extent that there are not sufficient Indonesian health professionals; (b) a foreign service supplier shall provide a minimum of 200 beds or as required for a General or Specialized Hospital as provided for in prevailing laws and regulations; (c) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier; (d) a foreign service supplier may only establish for specialistic services and sub-specialistic services; (e) a foreign service supplier shall have three types of sub-specialist services; (f) must fulfil the international service standards which are accredited by an international accreditation body or institution; (g) a foreign health professional must have a recognized certificate of competence from Indonesian Authority; (h) a foreign medical worker or a foreign health worker is only allowed to practice in the hospital and prohibited from providing an independent health and medical practice; (i) Indonesia permits foreign natural persons only for registered marketing management consultant, planning management consultant, hospital quality assurance management consultant, and hospital health services management consultant. That foreign natural person is subject to the following conditions: (i) the employment of foreign health professional only if there are no sufficient Indonesian health professionals; (ii) technical requirements are pursuant to applicable prevailing laws and regulations; (iii) for foreign health workers and foreign medical workers: -must have a recognized certificate of competence and recommendation from Indonesian Authority; -must obtain Temporary Registration Letter (Surat Tanda Registrasi Sementara/STRS) and Practicing Permit Letter (Surat Izin Praktik/SIP); (iv) head of hospital and head of human resources or personnel function are subject to nationality requirement; (v) a foreign health worker must have at least a university degree; and (vi) a foreign medical worker must be at least a specialist doctor. 39. Sector : Social Services Subsector : Social Services (CPC 933) -Welfare services delivered through residential institutions to elderly and the handicapped (CPC 93311) -Welfare services not delivered through residential institutions (CPC 93323) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent, subject to the following conditions: (a) the employment of foreign health professional only if there are not sufficiently qualified Indonesian nationals; (b) an aged care facility may deliver health services for the aged only by having networked with registered health care facilities localized within the responsible area of work. 40. Sector : Transportation Services Internal Waterways Transportation Services Subsector : Passenger Transportation (CPC 7221) (excluding cabotage) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 41. Sector : Transportation Services Internal Waterways Transport Subsector : Maintenance and Repair of Vessels (internal waterways) (CPC 8868**) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not

exceeding 49 percent , for vessel classification above 50,000 DWT (deadweight tonnage); (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 42. Sector : Transportation Services Maritime Transportation Services Subsector : Maritime Cargo Handling Services (excluding cabotage) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; (b) be subject to a requirement that loading and unloading of goods from and to vessels shall have the business licence provided by the Governor; (c) be subject to a requirement that holders of business licenses may only undertake goods unloading activities at certain ports as stipulated by the Government; and (d) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 43. Sector : Transportation Services Subsector : (a) Aircraft Repair and Maintenance Services (b) Computer Reservation System (CRS) (c) Selling and Marketing Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 44. Sector : Transportation Services Road Transportation Services Subsector : Maintenance and Repair of Road Transport Equipment (CPC 8867) excluding motorcycle Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 35 percent, subject to the following conditions: (a) a foreign service supplier shall have manufacturing activities in Indonesia, including its local group companies, relating to the maintenance and repair of automobiles; (b) a licence requirement for a foreign service supplier may vary from that applicable to an Indonesian service supplier. 45. Sector : Transportation Services Subsector : Maritime Freight Forwarding Services (CPC 7480**) (excluding cabotage) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 46. Sector : Transportation Services Subsector : Supporting Services for Road Transport: only for highway, bridge and tunnel operation services (CPC 74420) limited to highway services Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 49 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 47. Sector : Transportation Services Subsector : Storage and Warehousing Services Outside Port Area and 1st Area for: (a) Storage Services of Frozen or Refrigerated Goods (CPC 7421) (b) Other Storage or Warehousing Services (CPC 7429) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to cross.border supply. Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 30 percent; (b) be subject to licence requirements for foreign service suppliers that may vary from those applicable to Indonesian service suppliers. 48. Sector : Other Services Subsector : Liquefaction and Gasification only for coal (a) According to Indonesia Proposal of Energy Services Classification is under (i) Coal Liquefaction (2.4.4.4) (ii) Coal Gasification (2.4.4.5) (b) According to W 120 is under: Services Incidental to Manufacturing (CPC 884) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent, subject to the following conditions: (a) a requirement on licensing and procedure authorized by Central Government or Provincial Government; (b) a foreign service supplier shall be subject to any measure relating to the privatisation, corporatisation, or commercialisation of Government assets, entities, or agencies including: (i) limitations on ownership of assets; (ii) transfer or disposal of equity interests or their assets; (iii) the right of the foreign investors or their investments to control their assets; and nationality of the senior management or members of the board of directors; (c) for greater certainty: (i) where Indonesia transfers an interest in an existing state enterprise to another state enterprise, such transfer shall not be considered to be an initial transfer or disposal of the interest for purposes of this entry, and (ii) where Indonesia transfers or disposes of an interest in an existing state enterprise in multiple phases, subparagraph (i) shall apply separately to each phase. 49. Sector : Distribution Services Subsector : Wholesale Trade Services of all various of consumer goods, limited to modern market, with minimum space above 5,000 square meter (KBLI 46900) Type of Obligation : Market Access (Article 8.5) National Treatment

(Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 70 percent. 50. Sector : Distribution Services Subsector : Direct Selling (Multi and Single Level Marketing) (KBLI 47999) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 80 percent. 51. Sector : Distribution Services Subsector : Retail: Hypermarket (with minimum space above 5,000 square meter) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 70 percent. 52. Sector : Distribution Services Subsector : Retail (a) Supermarket with minimum space above 1.200 square meter (b) Department Store with minimum space above 2.000 square meter Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent. 53. Sector : Recreational, Cultural and Sporting Services excluding Audio Visual Services Subsector : Theatre and Opera House (CPC 96193) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent. 54. Sector : Tourism and Travel Related Services Subsector : International Hotel Operator (CPC 91135) Type of Obligation : Market Access (Article 8.5) National Treatment (Article 8.3) National Treatment (Article 13.6) Description : Trade in Services Indonesia reserves the right to adopt or maintain any measure with respect to commercial presence that requires a service supplier to: (a) be established in the form of a Joint Venture with foreign equity participation not exceeding 51 percent; and (b) supply services only in certain provinces or areas to be subject to an economic needs test. 55. Sector : Manufacturing Subsector : - Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to adopt or maintain any measure for the establishment and operation of foreign investment in the following subsectors: (a) Limitation on Foreign Equity Participation: • industry of main equipment for defense and security (ISIC 2520, 2893, 2927, 2929, 3530). In the event of a strategic interest, foreign equity ownership may exceed the limitation with the approval of the Minister of Defense (b) Partnership requirement: • manufacture of copra (ISIC 1514); • sweetening and saline fruits and vegetable industry (ISIC 1513); • manufacture of soy sauce (ISIC 1549); • manufacture of foods from soybeans and beans other than soy sauce, tempeh, and tofu (ISIC 1513, 1514, 1531, 1549); • milk powder and condensed milk processing and industry (ISIC 1520); • rattan processing industry (ISIC 2010); • preserving industry of rattan, bamboo, and the likes (ISIC 2010); • coconut industry: coconut charcoal/briquettes industry; coconut coir fiber industry (ISIC 2411, 3699); • essential oil industry (ISIC 2429); • bricks and clay or ceramic industry (ISIC 2691, 2692, 2693); • other goods made from clay or ceramic industry (ISIC 2691, ISIC 2693); • lime industry (ISIC 2694); • goods made from cement industry (ISIC 2695); • goods made from lime industry (ISIC 2695); • other goods made from cement and lime industry (ISIC 2695); • nails, nuts and bolts industry; component and spare parts industry for engine and turbine; other pumps, compressors, taps, and valves industry; component and accessories for two.and three.wheels motor vehicles industry (ISIC 2899, 2911, 2912, 3591, 3592); • spare parts accessories for motor vehicles with four or more wheels (ISIC 3430); • manufacture of devices and fittings of wooden ships for marine tourism and fishing (ISIC 3511); • manufacture of jewelry products from precious metal for personal use (ISIC 3330, 3691); • manufacture of jewelry products from precious metal for non-personal use (ISIC 3330, 3691); • manufacture of imitation jewelry and similar goods (ISIC 3330, 3699); • manufacture of precious stones (ISIC 3691); • manufacture of handicraft not elsewhere classified (ISIC 3699); • repair of boat, ship, and floating structure (ISIC 3511, 3512); • repair of other transport equipment other than motor vehicles (ISIC 3520, 3530, 3599); • non-metal waste recycling and materials recovery (ISIC 3720); • sugar industry (ISIC 1542); • fishery processing industry: salting and drying of fish and biota from other waters (ISIC 1512); smoking of fish and biota from other waters (ISIC 1512); fish yeasting or fermentation, and other cooked products for extraction and fish jelly (ISIC 1512, 1549); processing of minced fish and surimi (ISIC 1512); • fish cannery (ISIC 1512); • saw mill or lumbering industry with production or output capacity below or equal to 2,000 cubic meters per year (ISIC 2010); • manufacture of medical devices in class A (ISIC 2423) 56. Sector : Agriculture Subsector : - Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to adopt or maintain any measure for the establishment and operation of foreign investment in the following subsectors: (a) Limitation on Foreign Equity Participation: • For each individual crops cultivation business in an area of more than 25 hectares: staple food crops (rice, corn, soybeans, groundnuts, green beans and other food crops including cassava and sweet potatoes) (ISIC 0111, 0112, 0113, 0200) (b) Locational requirement: • Swine breeding and farming (ISIC 0122) (c) Partnership requirement: • Breeding of broiler chicken (ISIC 0122) 57. Sector : Forestry Subsector : - Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to adopt or maintain any measure for the establishment and operation of foreign investment in the following subsectors: (a) Security and environmental restriction: • hunting business in Hunting Parks and Hunting Blocks (ISIC 0150, 9219, 9241, 9249); • captive breeding of animals and plants, and conservation institutions (ISIC 0150) (b)

Recommendation or specific requirements by relevant authorities: • Development of Technology used on plant and wildlife genetics (ISIC 0200) 58. Sector : Fishery Subsector : - Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to adopt or maintain any measure for the establishment and operation of foreign investment in the following subsectors: (a) Partnership requirement: • fish hatchery and grow-out for freshwater, brackish water, and marine aquaculture (ISIC 0500) (b) Recommendation or specific requirements by relevant authorities: • cultivation of coral or ornamental coral reef (ISIC 0150) 59. Sector : Mining and Quarrying Subsector : Extraction Salt Type of Obligation : National Treatment (Article 13.6) Description : Investment Indonesia reserves the right to adopt or maintain any measure for the establishment and operation of foreign investment in the following subsectors: Partnership requirement: • Salt extraction/production 60. Sector : Manufacturing, Agriculture, Fishery, and Forestry Subsector : - Type of Obligation : National Treatment (Article 13.6) Performance Requirements (Article 13.12) Senior Management and Boards of Directors (Article 13.13) Description : Investment Indonesia reserves the right to adopt or maintain any measure to address a food security emergency as declared under relevant laws and regulations and only for the duration of the declared food security emergency. APPENDIX I LIST OF MOST-FAVOURED NATION COMMITMENTS ON SERVICES SECTORS -Legal Services (CPC 861) -Accounting, Auditing, and Bookkeeping Services (CPC 86220, Bookkeeping Services except Tax Return) -Architectural Services (CPC 8671) -Engineering Services (CPC 8672 -except CPC 86721, 86725, 86726) -Integrated Engineering Services (CPC 8673) -Urban Planning Services (CPC 86741) -Landscape Architectural Services (CPC 86742) -Advertising Services (CPC 871) -Related Scientific and Technical Consulting Services (CPC 8675) -Courier Services (CPC 7512) -Pre-erection Work at Construction Site (CPC 511), except Site Investigation Work (CPC 51110) and site Formation and Clearance Work (CPC 51113) -Construction Work for Buildings (CPC 512), except For one-and two-dwelling buildings (CPC 51210) -Construction Work for Civil Engineering (CPC 513) -Assembly and Erection of Prefabricated Constructions (CPC 514-5140) -Special Trade Construction (CPC 515) -Installation Work (CPC 516) -Building Completion and Finishing Work (CPC 517) -Renting Services Related Equipment for Construction or Demolition of Building or Civil Engineering Works with Operator (CPC 518) -Wholesale Trade Services of all varieties of consumer goods, limited to modern market, with minimum space above 5,000 square meter (KBLI 46900) -Direct Selling (Multi and Single Level Marketing) (KBLI 47999) -Technical and Vocational Secondary Education Services (electronic, automotive, fashion, culinary, oil and gas drilling, and IT support technology, coding language, artificial intelligence, advance robotic, cryptocurrency, virtual reality, machinery and construction, creative economy, hospitality and care services) (CPC 92230) -Other higher education services (CPC 9239): priorities for Science, Technology, Engineering, Mathematics, and Modern Business programs -Language, Tourism, Electronics, Culinary Art, and Automotive Course and Training, Coding Language, Artificial Intelligence, Advance Robotic, Cryptocurrency, Virtual Reality, Machinery and Construction, Creative Economy, Hospitality and Care Services (CPC 924) -Environmental Services (CPC 94**) -Sport and recreation education (KBLI 8541) -Hotels3 (only for 3, 4 and 5 star4 hotels) -Golf Courses and other facilities (only within tourist resorts) (CPC 96413) -R&D services on natural sciences (CPC 851) -R&D services on social sciences and humanities (CPC 852) -Interdisciplinary R&D services (CPC 853) -Other land transport services (KBLI 42911, 42913, 42914, 42915, 42916) -Supporting services for road transport (CPC 7441/KBLI 52211; CPC 7443/KBLI 55212 and KBLI 52214; CPC 7449/KBLI 71203) 3 A Tourist Resort is an area built to accommodate the facilitiesneeded for tourists such as hotels, marinas, golf courses, cultural open stages, andother facilities, except casinos and other activitiesprohibited by law for reasons of public morals, religion, security,and public order. 4Starred Hotel is a service business whichprovides accommodation and food and beverage facilitiesand other services typically provided by hotels, except casinos andother activities prohibited by law for reasons of public morals, religion, security, andpublic order. ANNEX III SCHEDULE OF CANADA Introductory Notes 1. For Canada, in the interpretation of a reservation in Section A, all elements of the reservation shall be considered. A reservation shall be interpreted in the light of the relevant provisions of the Chapter against which the reservation is taken. To the extent that: (a) the Measures element is qualified by a specific reference in the Description element, the Measures element as so qualified shall prevail over all other elements; and (b) the Measures element is not so qualified, the Measures element shall prevail over all other elements, unless any discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element should prevail, in which case the other elements shall prevail to the extent of that discrepancy. 2. For Canada, in the interpretation of a reservation in Section B, all elements of the reservation shall be considered. The Description element shall prevail over all other elements. Headnotes 1. Commitments under this Agreement, in the subsectors listed in this Schedule, are undertaken subject to the limitations and conditions set forth in these headnotes and in the Schedule below. 2. To clarify Canada's commitment with respect to Article 10.5 (Financial Services – Market Access for Financial Institutions), a juridical person supplying a financial service and constituted under the laws of Canada is subject to non-discriminatory limitations on juridical form.1 3. Article 10.10.1(c) (Financial Services – Non-Conforming Measures) does not apply to non-conforming measures relating to Article 10.5(b) (Financial Services – Market Access for Financial Institutions). 1 For example, partnerships and sole proprietorships are generally not acceptable juridical forms for financial institutions in Canada. This headnote is not itself intended to affect,or otherwiselimit, a choiceby afinancial institution of theother Partybetween branches orsubsidiaries. Section A A-1. Sector: Financial Services Sub-Sector: Banking and other financial services (excluding insurance) Obligations Concerned: Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Bank Act, S.C. 1991, c. 46, s. 524 Description: In order to establish a bank branch, a foreign bank must be a bank in the jurisdiction under whose laws it is incorporated. A-2. Sector: Financial

Services Sub-Sector: Banking and other financial services (excluding insurance) Obligations Concerned: National Treatment (Article 10.3) Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Bank Act, S.C. 1991, c. 46, s. 520, 524, 540, 545 Sales or Trades (Authorized Foreign Banks) Regulations, SOR/2000-52 Description: A foreign bank must establish a subsidiary as a condition for accepting retail deposits. Foreign lending branches may not accept deposits. A-3. Sector: Financial Services Sub-Sector: All Obligations Concerned: Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Trust and Loan Companies Act, S.C. 1991, c. 45 Bank Act, S.C. 1991, c. 46 Cooperative Credit Associations Act, S.C. 1991, c. 48 Insurance Companies Act, S.C. 1991, c. 47 Description: Federal laws do not permit a trust and loan company, credit union, or fraternal benefit society in Canada to be established through branches of corporations organised under a foreign country's law. A-4. Sector: Financial Services Sub-Sector: All Obligations Concerned: Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Bank Act, S.C. 1991, c. 46, s. 510, 522.16, 524 Insurance Companies Act, S.C. 1991, c. 47, s. 573, 574, 581 Description: A bank branch must be established directly under the authorised foreign bank incorporated in the jurisdiction where the authorised foreign bank principally carries on business. A foreign entity authorised to insure, in Canada, risks must be established directly under the foreign insurance company incorporated in the jurisdiction where the foreign insurance company, either directly or through a subsidiary, principally carries on business. A-5. Sector: Financial Services Sub-Sector: Banking and other financial services (excluding insurance) Obligations Concerned: National Treatment (Article 10.3) Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Bank Act, S.C. 1991, c. 46, s. 520, 540, 545 Bank Act, S.C. 1991, c. 46, sch. I, II Canada Deposit Insurance Corporation Act, R.S.C., 1985, c. C-3, s. 2, 8, 17 Description: Full service foreign bank branches and lending foreign bank branches are prohibited from becoming member institutions of the Canada Deposit Insurance Corporation. A-6. Sector: Financial Services Sub-Sector: Banking and other financial services (excluding insurance) Obligations Concerned: National Treatment (Article 10.3) Market Access for Financial Institutions (Article 10.5) Level of Government: Central Measures: Canadian Payments Act, R.S.C., 1985, c. C-21, s. 2, 4 Bank Act, S.C. 1991, c. 46, s. 524, 540 Description: Lending branches of foreign banks are prohibited from being members of the Canadian Payments Association. A-7. Sector: Financial Services Sub-Sector: All Obligations Concerned: National Treatment (Article 10.3) Most-Favoured-Nation Treatment (Article 10.4) Cross-Border Trade (Article 10.6) Senior Management and Boards of Directors (10.9) Level of Government: Regional Measures: -Description: All existing non-conforming measures of all provinces and territories. Section B B-1. Sector: Financial Services Sub-Sector: All Obligations Concerned: National Treatment (Article 10.3) Level of Government: Central Description: With regard to the Canada Mortgage and Housing Corporation and its subsidiaries, Canada reserves the right to adopt or maintain any measure that grants advantages to that entity or any new, reorganised, or transferee entity having similar functions and objectives with respect to housing finance. B-2. Sector: Financial Services Sub-Sector: All Obligations Concerned: Market Access for Financial Institutions (Article 10.5) Level of Government: Regional Description: Canada reserves the right to adopt or maintain any measure that is not inconsistent with Canada's obligations under Article XVI of GATS. B-3. Sector: Financial Services Sub-Sector: All Obligations Concerned: Most-Favoured-Nation Treatment (Article 10.4) Level of Government: Central and Regional Description: Canada reserves the right to adopt or maintain a measure that accords differential treatment to an investor, a financial institution, or a cross-border financial service supplier of another country under any international agreement in force or signed after the date of entry into force of this Agreement. If, after the date of entry into force of this Agreement, Canada enters into any international agreement with another country that accords more preferential treatment to an investor, a financial institution, or a cross-border financial service supplier of that country, Indonesia may request consultations to discuss the possibility of extending that treatment to Indonesia's owninvestors, financial institutions, or cross-border financial service suppliers. On request from Indonesia, Canada will give consideration to negotiate the incorporation in this Agreement of treatment that is no less favourable than that provided forunder the other agreement. Consideration by Canada to incorporate that treatment shall take into account the overall balance of benefits between the Parties. ANNEX III SCHEDULE OF INDONESIA Explanatory notes 1. Indonesia's Schedule to this Annex, pursuant to Article 10.10 (Financial Services – Non-Conforming Measures) and Annex 10-B (Financial Services – Transition for the Application of Article 10.10.1(c)(i) (Financial Services – Non-Conforming Measures)), sets out Indonesia's existing measures that are not subject to some or all the obligations imposed by: (a) Article 10.3 (Financial Services – National Treatment); (b) Article 10.4 (Financial Services – Most-Favoured-Nation Treatment); (c) Article 10.5 (Financial Services –Market Access for Financial Institutions); (d) Article 10.6 (Financial Services – Cross-Border Trade); or (e) Article 10.9 (Financial Services – Senior Management and Boards of Directors). 2. Each entry in this Annex sets out the following elements: (a) Sector refers to Financial Services; (b) Subsector, where referenced, refers to the specific subsector for which the entry is made; (c) Level of Government indicates the level of government maintaining the listed measure; (d) Obligations Concerned specifies the obligations referred to in paragraph 1 that, pursuant to Article 10.10 (Financial Services – Non-Conforming Measures), do not apply to the listed measures; (e) Description of Measures sets out the non-conforming measure for which the entry is made; and (f) Source of Measures means the laws, regulations, or other measures that are the source of the non-conforming measure for which the entry is made. A measure cited in the Source of Measure element: (i) means the measure as amended, continued,or renewed as of the date of entry into force of this Agreement, and (ii) includes any subordinate measureadopted or maintained under the authority of and consistent with the measure. 3. In accordance with Article 10.10 (Financial Services – Non-Conforming Measures), the Articles specified in the Obligations Concerned element of an entry do not apply to the non-conforming measure identified in the Description of Measures

element of that entry. 4. For greater certainty, the Description of Measures element of each of the entries in this Annex is to be interpreted in accordance with the relevant cited sources of the non.conforming measures. 5. Commitments under this Agreement, in the subsectors listed in this Schedule, are undertaken subject to the limitations and conditions set forth in these Explanatory Notes and in the entries below. Section A 1. Sector : Financial Services Sub-sector : Non-Banking Financial Services (a) Life Insurance Services (Conventional Insurance and Takaful/Sharia Insurance) (b) Non-Life Insurance Services (Conventional Insurance and Takaful/Sharia Insurance) (c) Reinsurance Services (d) Insurance & Reinsurance Brokerage Services Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Cross-Border Trade (Article 10.6) Level of Government : Central Description of Measures : (a) An insurance company must be established under an Indonesian legal entity as a limited liability company or cooperative. (b) A foreign insurance company is not permitted to own more than 80% of share capital of an insurance company in Indonesia. (c) An insurance company can only be owned by: (i) Indonesian nationals or Indonesian legal entities that are fully, either directly or indirectly, owned by Indonesian nationals; (ii) Indonesian nationals or Indonesian legal entities as referred to in subparagraph (i), together with foreign nationals or foreign legal entities that must be insurance companies engaged in a similar business or a parent company with a subsidiary operating in a similar insurance business; or (iii) a foreign entity through direct placement provided that the foreign entity complies with the following criteria: (A) is a company that has a similar business or is a parent company that has a subsidiary engaged in a similar insurance business; (B) has equity of at least five times the amount of direct investment in the company at the time of establishment and at the time of change in ownership of the company; and (C) has a rating of at least “A” or equivalent from an internationally recognized rating agency. Source of Measures ------ Law No. 40 year 2014 concerning Insurance OJK Regulation No. 14 year 2015 concerning Own Retention and Domestic Reinsurance Support OJK Regulation No. 73 year 2016 concerning Good Corporate Governance for Insurance Companies Government Regulation No. 3 year 2020 concerning Amendments to Government Regulation No. 14 of 2018 on Foreign Ownership in Insurance Companies OJK Regulation No. 23 year 2023 on Licensing of Insurance Business and Company, Sharia Insurance Company, Reassurance Company, and Sharia Reassurance Company Law No. 4 year 2023 concerning Development and Strengthening of the Financial Sector (Omnibus Law) 2. Sector : Financial Services Sub-sector : Non-Banking Financial Services (a) Life Insurance Services (Conventional Insurance and Takaful/Sharia Insurance) (b) Non-Life Insurance Services (Conventional Insurance and Takaful/Sharia Insurance) (c) Reinsurance Services (d) Insurance & Reinsurance Brokerage Services Obligations concerned : Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures : (a) Members of the boards of directors and members of the boards of commissioners of insurance companies with direct foreign participation must be Indonesian citizens and foreign citizens, or all Indonesian citizens. (b) Expatriates may only occupy positions as directors, technical experts at the executive level, actuaries, or consultants that are responsible for underwriting, marketing, and information systems. (c) The utilization of expatriates must take into consideration their expertise, the availability of Indonesian nationals for the positions, and prevailing laws and regulations. (d) An expatriate employed as technical expert or executive shall have Indonesian understudies for knowledge and technology transfer. Source of Measures -Law No. 40 year 2014 concerning Insurance -OJK Regulation No. 14 year 2015 concerning Own Retention and Domestic Reinsurance Support -OJK Regulation No. 73 year 2016 concerning Good Corporate Governance for Insurance Companies -Government Regulation No. 3 year 2020 concerning Amendments to Government Regulation No. 14 of 2018 on Foreign Ownership in Insurance Companies -OJK Regulation No. 23 year 2023 on Licensing of Insurance Business and Company, Sharia Insurance Company, Reassurance Company, and Sharia Reassurance Company -Law No. 4 year 2023 concerning Development and Strengthening of the Financial Sector (Omnibus Law) 3. Sector : Financial Services Sub-sector : Non-Banking Financial Services (a) Reinsurance Services (b) Reinsurance Brokerage Services Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Cross-Border Trade (Article 10.6) Level of Government : Central Description of Measures : (a) In the case of automatic reinsurance support or facultative reinsurance support obtained from foreign reinsurers or foreign Sharia reinsurers, insurance companies and Sharia insurance companies are required to obtain support from foreign reinsurers or foreign Sharia reinsurers with at least a “BBB” rating or equivalent from an internationally recognized rating agency. (b) Reinsurance companies and Sharia reinsurance companies must have an adequate, secure retrocession program supported by a retrocession panel with a “BBB” rating or equivalent from an internationally recognized rating company. Source of Measures -Law No. 40 year 2014 concerning Insurance -OJK Regulation No. 14 year 2015 concerning Own Retention and Domestic Reinsurance Support -OJK Regulation No. 73 year 2016 concerning Good Corporate Governance for Insurance Companies -Government Regulation No. 3 year 2020 concerning Amendments to Government Regulation No. 14 of 2018 on Foreign Ownership in Insurance Companies -OJK Regulation No. 23 year 2023 on Licensing of Insurance Business and Company, Sharia Insurance Company, Reassurance Company, and Sharia Reassurance Company -Law No. 4 year 2023 concerning Development and Strengthening of the Financial Sector (Omnibus Law 4. Sector : Financial Services Sub-sector : Non-Banking (a) Financial Lease Services (b) Factoring Services (c) Consumer Finance Services Obligations concerned : National Treatment (Article 10.3) Level of Government : Central Description of Measures : Foreign ownership in financing companies, whether direct or indirect, is prohibited from exceeding 85 percent of the company’s paid-in capital. Source of Measures -OJK Regulation No. 47 year 2020 concerning Business Licensing and Institutional Framework for Financing Companies and Sharia Financing Companies -OJK Regulation No. 30 year 2014 concerning Good Corporate Governance for Financing Companies 5. Sector : Financial Services Sub-sector : Non-Banking: Credit card business

(issuer and agent of credit card) Obligations concerned : National Treatment (Article 10.3) Level of Government : Central Description of Measures : Foreign equity participation not exceeding 85 percent or 49 percent for foreign ownership with control or voting rights. Source of Measures -Bank Indonesia Regulation No. 22/23/PBI/2020 on Payment System -Bank Indonesia Regulation No. 23/6/PBI/2021 on Payment Service Provider Section B 1. Sector : Financial Services Type of Obligation : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Description : 1. During a three-year transition period beginning on the date of entry into force of this Agreement, Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) with respect to: (a) the sub-sectors specified in Appendix I; and (b) subject to the terms, limitations, conditions, and qualifications set out therein. 2. Upon conclusion of the transition period, this entry shall be replaced in accordance with Article 26.2 (Final Provisions – Amendments) with sub-sector.specific entries in either Annex III, Section A or Annex III, Section B. The entries shall not result in a decrease in the level of commitment agreed to by Indonesia in Appendix I at the entry into force of this Agreement. 3. Any entries made upon conclusion of the transition period pursuant to paragraph 2, shall not be less favourable than Indonesia's commitments in respect of financial services under an international trade agreement providing market access for financial services in force prior to the signing of this Agreement, except those committed among ASEAN Member States under the framework of the ASEAN Economic Community. 2. Sector : Financial Services Sub-sector : All sub-sectors Obligations concerned : Most-Favoured-Nation Treatment (Article 10.4) Description of Measures : Notwithstanding Indonesia's Reservation II-2 (Annex II – Reservations for Future Measures), any measure that Indonesia adopts or maintains shall not be less favourable than Indonesia's commitments in respect of financial services under an international trade agreement providing market access for financial services in force prior to the signing of this Agreement, except those committed among ASEAN Member States under the framework of the ASEAN Economic Community. Indonesia reserves the right to adopt or maintain any measure that accords more favourable treatment to any investor, financial institution, or cross-border financial service supplier of a non-Party under any international agreement signed after the date of entry into force of this Agreement. If, after the date of entry into force of this Agreement, Indonesia enters into any international agreement with another country other than an ASEAN Member State that gives more preferential treatment to that other country, Indonesia will give consideration on request from Canada to negotiate the incorporation in this Agreement of treatment no less favourable than that provided under such agreement. 3. Sector : Financial Services Sub-sector : All Sub-Sectors Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Most-Favoured Nation Treatment (Article 10.4) Description of Measures : -A computing facility or electronic system, a data center and its disaster recovery center, shall be located in Indonesian territory. -Payment transactions that are conducted in Indonesian territory and using a source of funds from Indonesia shall be processed in Indonesian territory. APPENDIX I 1. Sector : Financial Services Sub-sector : Commercial Banking Services 1. Acceptance of deposits and other repayable funds from the public 2. Lending of all types, including consumer credit, mortgage, credit, factoring, and financing of commercial transaction 3. All payment and money transmission services including credit, charge and debit cards, travelers cheques and bankers drafts 4. Guarantees and commitments 5. Trading for own account or for account of customers, whether on an exchange, in an over-the.counter market or otherwise, the following: (a) Money market instruments (including cheques, bills, certificates of deposits) (b) Foreign exchange (c) Exchange rate and interest rate instruments, including products such as swaps, forward rate agreements (d) Transferable securities issued in the money market 6. Cash management, custodial, and depository services Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : (a) Indonesia reserves the right to require the new licence of locally incorporated banks and foreign bank branches to be subject to feasibility studies and economic needs test. (b) Foreign equity participation not exceeding 49percent. (c) Acquisition of local existing banks through the purchase in the stock exchange is allowed up to 51 percent of the listed shares in the stock exchange. (d) Expatriates may only occupy positions as directors, commissioners, managers, and technical experts or advisors in locally incorporated banks with 25 percent or more foreign ownership or with less than 25 percent foreign ownership but the foreign owner is deemed as the controlling shareholder of the bank. Locally incorporated banks with foreign ownership of less than 25 percent can only utilize expatriates as technical experts or advisors. (e) Foreign bank branches can only employ expatriates as head of the branch or technical experts or advisors. (f) Expatriates may not be employed in the fields of human resources and compliance. (g) The utilization of expatriates must take into consideration the availability of Indonesian nationals. (h) An expatriate employed as manager or as technical expert or advisor shall have at least two Indonesian understudies during his or her term. 2. Sector : Financial Services Sub-sector : Non-Banking Financial Services 1. Securities Business (broker dealer) Trading for their own account or for the account of customers on an exchange or over-the-counter market, only for: -Listed shares -Bonds 2. Participation in issues of securities, including underwriting and placement as agent (whether publicly or privately), and provision of services related to such issues 3. Portfolio management and all forms of collective investment management 4. Asset management, limited only to investment fund management 5. Investment Advisory Services limited only to investment advisory in capital market Level of Government : Central Obligation Concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Description of

Measures, Terms, Limitations, Conditions, and Qualifications : (a) A foreign investor may invest in Indonesian securities companies engaging in the business of underwriter, broker-dealer, or investment manager as shareholder. The securities company shall be in the form of a limited liability enterprise (Perseroan Terbatas) under Indonesian Company Law. (b) The permissible composition of foreign shareholding in a securities company is based on prevailing laws and regulations. (c) In addition to measures (a) and (b): -for securities business and participation in issues of securities, expatriates may only occupy positions as directors, commissioners, managers, and technical experts or advisors; and -for portfolio management, asset management, and investment advisory, expatriates may only occupy positions as directors. 3. Sector : Financial Services Sub-sector : Non-Banking Financial Services 1. All payment and money transmission services, including provision of Source of Fund information, payment initiation or acquiring services, administration of Source of Fund, remittance services, payment infrastructure provider 2. Rupiah Currency Management Services Providers, including distribution and processing of money 3. Money Market and Foreign Exchange Market Service Providers, including money broking, bilateral or multi-matching electronic trading platform, central counterparty Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 4. Sector : Financial Services Sub-sector : - Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure in the form of subsidies or grants provided by Indonesia that affects the supply of any financial service by any financial service supplier, for the development of local micro, small, and medium-sized enterprises, such as interest rate subsidy on “Kredit Usaha Rakyat”. 5. Sector : Financial Services Sub-sector : Commercial Banking Services 1. Banking and other financial services (excludes insurance) (a) Trading for their own account or for the account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following: (i) derivative products including, but not limited to, futures and options (ii) other negotiable instruments and financial assets, including bullion (b) 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 (c) Money broking (d) Asset management -trust services (e) Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments (f) Advisory and other auxiliary financial services on all the activities listed in Article 1B of MTN.TNC/W/50, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy (g) Provision and transfer of financial information, and financial data processing and related software by providers of other financial services 2. Islamic Commercial Bank 3. Rural Bank and Islamic Rural Bank 4. Credit Bureau 5. Holding Company Activity Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 6. Sector : Financial Services Sub-sector : Venture Capital, Financing, Microfinance and Other Financial Institution Subsector 1. Investment Banking Services 2. Investment Financing in Financing Institution 3. Working Capital Financing in Financing Institution 4. Other Financing business activities based on Otoritas Jasa Keuangan Approval in Financing Institution 5. Rent Operations (Operating Lease) or Return-Based Activities Service in Financing Institution 6. Equity Capital in Venture Capital Institution 7. Investment Through the Purchase of Convertible Bonds in Venture Capital Institution 8. Financing Through the Purchase of Debt Securities Issued by Business Partners at the Initial Start-Up Stage or Business Development in Venture Capital Institution 9. Financing in Venture Capital Institution 10. Business activities of Microfinance Institutions include business development and community empowerment services, through either loans or financing for micro-scale businesses to members and community, savings management, and business development consulting services 11. Business activities of a Pawnbroker Institution including: (a) Secured lending based on Pawn Law (b) Secured lending based on Fiduciary Law (c) Safekeeping services for valuables (d) Valuation services (e) Other non-pawnbroking activities generating fee-based income (f) Other business activities subject to Otoritas Jasa Keuangan approval 12. Business activities of Peer-to-Peer Lending Companies include the provision, management, and operation of Information Technology-Based Co-Funding Services 13. Business activities of LPEI (Indonesia Eximbank) include provision of export financing, export guarantee, and export insurance services 14. Business activities of TAPERA (Public Housing Savings) include: (a) TAPERA Fund Collection (b) TAPERA Fund Accumulation (c) TAPERA Fund Utilization 15. Business activities of Infrastructure Financing Institution include: (a) Direct lending for Infrastructure Financing (b) Refinancing of Infrastructure previously financed by other parties (c) Provision of subordinated financing related to Infrastructure Financing (d) Other activities or facilities related to Infrastructure Financing subject to Otoritas Jasa Keuangan approval (e) Other activities or facilities not related to Infrastructure Financing based on government assignment 16. Business activities of Secondary Mortgage Institution include: (a) Securitization (b) Distribution of loans or financing to

support sustainable home ownership, occupancy, and housing or settlement availability (c) Capacity building for parties involved in housing or settlement financing (d) Implementation of special assignments from the government (e) Other business activities in housing or settlement financing to promote secondary mortgage market development, subject to shareholder approval Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 7. Sector : Financial Services Sub-sector : Non-Banking Financial Services – Insurance, Surety and Pension Funds Subsector 1. Employer Pension Fund 2. Financial Institution Pension Fund 3. Guarantee Company 4. Re-guarantee Company 5. Risk and Loss Assessment Activities 6. Insurance Agent Activities 7. Guarantee Agent Activities 8. Guarantee Brokage Activities 9. Re-guarantee Brokage Activities 10. Other Supporting Activities for Insurance, Guarantees, and Pension Funds Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 8. Sector : Financial Services Sub-sector Non-Banking Financial Services – Capital Market, Derivative Finance and Carbon Exchange Subsector Capital Market Infrastructure Providers 1. Securities Exchange 2. Clearing and Guarantee Institution and all its activities in the capital market 3. Central Securities Depository (CSD) and all its depository and settlement activities in the capital market 4. Securities Pricing Agency and its business activities in the capital market 5. Investor Protection Fund and Investor Protection Fund Management 6. Securities Financing Company 7. Alternative Trading System Providers and their activities in the capital market 8. Securities Crowdfunding Platform Providers and their activities 9. Other Capital Market Infrastructure Providers Intermediaries in Capital Market other than Broker Dealer, Underwriter, and Investment Manager. 1. Sharia Investment Manager 2. Other Fund Management Activities 3. Regional Securities Companies 4. Securities Broker-Dealer Agent 5. Mutual Fund Selling Agent 6. Mutual Fund Sales Outlet 7. Other activities of Securities Companies (excluding Investment Manager, Underwriter, and Broker Dealer) 8. Other Intermediaries in Capital Market not Elsewhere Classified : Capital Market Supporting Institutions 1. Securities Administration Agency (Share Registrar) 2. Trust-Agents/Trustee 3. Custodian 4. Credit Rating Agency 5. Issuing Party of Sharia Securities List 6. Provider of Electronic General Meeting of Shareholders and General Meeting of Debt/Sharia Securities Holders 7. Financial Instrument Management Agency (Special Purpose Vehicle) 8. Trust Fund Manager in the Form of a Company (Trustee) 9. Trust Fund Manager in the Form of an Individual 10. Other Capital Market Supporting Institutions Capital Market Supporting Professionals 1. Public Accountant Firm 2. Accountants 3. Legal Consultants 4. Appraisers 5. Notaries 6. Underwriter Representatives 7. Broker-Dealer Representatives 8. Limited Marketing Broker-Dealer Representatives 9. Investment Manager Representatives 10. Marketing Broker-Dealer Representatives 11. Mutual Fund Selling Agent Representatives 12. Individual Investment Advisors 13. Sharia Capital Market Expert 14. Financial Services Sharia Expert 15. Other Capital Market Supporting Professionals Financial Derivatives Market Infrastructure Providers 1. Provider of Financial Derivative Transactions or Trading Facilities 2. Provider of Clearing, Guarantee, and Settlement Facilities for Financial Derivative Transactions 3. Provider of Storage and Administration Facilities for Financial Derivative Transactions 4. Provider of Reporting Facilities for Financial Derivative Transactions 5. Broker Dealer for Financial Derivatives 6. Broker Dealer Representatives for Financial Derivatives 7. Other Financial Derivative Trading Support Activities Carbon Market Infrastructure Providers 1. Carbon Exchange 2. Other Carbon Trading Support Activities 3. Other Financial Services Support Activities in Capital Market Not Elsewhere Classified Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 9. Sector : Financial Services Sub-sector : Non-Banking Financial Services – Financial Sector Technology Innovation, Digital Asset and Crypto Asset Subsector 1. Alternative Credit Scoring Provider 2 Aggregator Service Provider 3. Other Financial Sector Technology Innovation Provider 4. Digital and Crypto Asset Exchange 5. Digital and Crypto Asset Clearing, Settlement and Guarantee Institution 6. Digital and Crypto Asset Custodian 7. Digital and Crypto Asset Trader Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors. 10. Sector : Financial Services Sub-sector : Other Financial Services Sub-Sectors 1. Commodity Futures Trading Intermediaries 2. Futures Trader 3. Futures Broker 4. Physical

Commodity Trader 5. Physical Commodity Trading Intermediary 6. Other Commodity Futures Trading Intermediaries 7. Commodity Futures Trading Support Activities 8. Alternative Trading System Provider 9. Futures Fund Center Manager 10. Futures Advisor 11. Physical Commodity Storage Facility Manager 12. Other Commodity Futures Trading Support Activities Obligations concerned : Market Access for Financial Institutions (Article 10.5) National Treatment (Article 10.3) Senior Management and Boards of Directors (Article 10.9) Level of Government : Central Description of Measures, Terms, Limitations, Conditions, and Qualifications : Indonesia reserves the right to adopt or maintain any measure that does not conform with the obligations imposed by Article 10.3 (Financial Services – National Treatment), Article 10.5 (Financial Services – Market Access for Financial Institutions), or Article 10.9 (Financial Services – Senior Management and Boards of Directors) relating to the above sub-sectors.