FREE TRADE AGREEMENT BETWEEN THE EFTA STATES AND UKRAINE

PREAMBLE

Iceland, the Principality of Liechtenstein, the Kingdom of Norway, the Swiss Confederation (EFTA States),

and Ukraine,

hereinafter each individual State referred to as "a Party" or collectively referred to as "the Parties":

RECOGNISING the common wish to strengthen the links between the EFTA States on the one part and Ukraine on the other by establishing close and lasting relations;

RECALLING their intention to participate actively in the process of economic integration and expressing their preparedness to cooperate in seeking ways and means to strengthen this process;

REAFFIRMING their commitment to democracy, human rights and fundamental political and economic freedoms in accordance with their obligations under international law, including principles and objectives set out in the Charter of the United Nations and the Universal Declaration of Human Rights;

RECALLING their rights and obligations under multilateral environmental agreements to which they are a party, and the respect for the fundamental principles and rights at work, including the principles set out in the relevant International Labour Organisation (ILO) Conventions to which they are a party;

AIMING to create new employment opportunities, improve living standards and ensure high levels of protection of health and safety and of the environment in their respective territories;

REAFFIRMING their commitment to pursue the objective of sustainable development and recognising the importance of coherent and mutually supportive trade, environmental and labour policies in this respect;

DESIRING to create favourable conditions for the development and diversification of trade between them and for the promotion of commercial and economic cooperation in areas of common interest on the basis of equality, mutual benefit, non-discrimination and international law;

RECOGNISING the importance of trade facilitation in promoting efficient and transparent procedures to reduce costs and to ensure predictability for the trading communities of the Parties;

DETERMINED to promote and further strengthen the multilateral trading system, building on their respective rights and obligations under the Marrakesh Agreement establishing the World Trade Organisation (the WTO Agreement) and the other agreements negotiated thereunder, thereby contributing to the harmonious development and expansion of world trade;

DETERMINED to implement this Agreement with the objectives to preserve and protect the environment through sound environmental management and to ensure the optimal use of natural resources in accordance with the objective of sustainable development;

REAFFIRMING their commitments to promote inclusive economic growth by ensuring equal opportunities for all;

AFFIRMING their commitment to the rule of law, to prevent and combat corruption in international trade and investment and to promote the principles of transparency and good governance;

ACKNOWLEDGING the significance of good corporate governance and corporate social responsibility for sustainable economic development and affirming their support to efforts for the promotion of relevant international standards, such as the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the OECD Principles of Corporate Governance and the UN Global Compact;

CONVINCED that this Agreement will enhance the competitiveness of their firms in global markets and create conditions encouraging economic, trade and investment relations between them;

HAVE DECIDED, in pursuit of the above, to conclude the following Free Trade Agreement (Agreement):

Chapter 1. GENERAL PROVISIONS

Article 1.1. Objectives

1. The Parties hereby establish a free trade area by means of this Agreement, based on trade relations between market economies and on the respect for democratic principles and human rights, with a view to spurring prosperity and sustainable development.

2. The objectives of this Agreement are:

(a) to achieve the liberalisation of trade in goods, in conformity with Article XXIV of the General Agreement on Tariffs and Trade 1994 (GATT 1994);

(b) to achieve the liberalisation of trade in services, in conformity with Article V of the General Agreement on Trade in Services (GATS);

(c) to substantially increase investment opportunities in the free trade area;

(d) to improve the framework conditions for trade enabled by digital means;

(e) to prevent, eliminate or reduce unnecessary technical barriers to trade and unnecessary sanitary and phytosanitary measures;

(f) to achieve further liberalisation on a mutual basis of the government procurement markets of the Parties;

(g) to promote competition in their economies, particularly as it relates to economic relations between the Parties;

(h) to ensure adequate and effective protection of intellectual property rights in accordance with international standards;

(i) to develop international trade in such a way as to contribute to the objective of sustainable development and to ensure that this objective is integrated and reflected in the Partiesâ trade relations; and

(j) to contribute, by the removal of barriers to trade and investment, to the harmonious development and expansion of world trade.

Article 1.2. Trade Relations Governed by this Agreement

1. This Agreement shall apply to trade relations between, on the one side, the individual EFTA States and, on the other side, Ukraine, but not to the trade relations between individual EFTA States, unless otherwise provided for in this Agreement.

2. As a result of the customs union established by the Treaty of 29 March 1923 between Switzerland and Liechtenstein, Switzerland shall represent Liechtenstein in matters covered thereby.

Article 1.3. Relation to other International Agreements

1. The Parties confirm their rights and obligations under the WTO Agreement and the other agreements negotiated under the WTO to which they are a party, and any other international agreement to which they are a party.

2. This Agreement shall not preclude the maintenance or establishment of customs unions, free trade areas, arrangements for frontier trade and other preferential agreements insofar as they do not have the effect of altering the trade arrangements provided for in this Agreement.

3. When a Party enters into a customs union or free trade agreement with a third party it shall, upon request by another Party, be prepared to enter into consultations with the requesting Party.

Article 1.4. Territorial Application

1. Without prejudice to the Protocol on Rules of Origin, this Agreement shall apply:

(a) to the land territory, internal waters, and the territorial sea of a Party, and the air-space above the territory of a Party, in

accordance with international law; and

(b) beyond the territorial sea, with respect to measures taken by a Party in the exercise of its sovereign right or jurisdiction in accordance with international law.

2. The application of this Agreement is temporarily suspended in the territory of Ukraine over which the Government of Ukraine does not exercise the effective control until restoration of Ukrainian national laws and international law over such territory. Ukraine shall notify the other Parties of the application of this Agreement to such territory of Ukraine.

3. This Agreement shall not apply to the Norwegian territory of Svalbard, with the exception of trade in goods.

Article 1.5. Central, Regional and Local Government

Each Party shall ensure within its territory the observance of all obligations and commitments under this Agreement by its respective central, regional and local governments and authorities, and by non-governmental bodies in the exercise of governmental powers delegated to them by central, regional and local governments or authorities.

Article 1.6. Transparency

1. Each Party shall publish or otherwise make publicly available their domestic laws, regulations, judicial decisions, administrative rulings of general application and their respective international agreements that may affect the operation of this Agreement.

2. Each Party shall promptly respond to specific questions and provide, upon request, information to another Party on matters referred to in paragraph 1. The requested Party shall not be required to disclose confidential information.

Chapter 2. TRADE IN GOODS

Article 2.1. Scope

This Chapter shall apply to trade in goods between the Parties.

Article 2.2. Import Duties

1. Unless otherwise provided for in this Agreement, the Parties shall apply import duties on goods originating in another Party in accordance with Annexes I-IV (Schedules of Tariff Commitments on Goods).

If at any time a Party reduces its applicable most favoured nation (MFN) import duty, that import duty shall apply to goods originating in another Party if and as long as it is lower than the duty on imports calculated in accordance with Annexes I-IV (Schedules of Tariff Commitments on Goods).

2. Unless otherwise provided for in this Agreement, no Party shall introduce new import duties, or increase import duties on goods originating in another Party in accordance with its Schedule of Tariff Commitments on Goods.

3. For the purposes of this Agreement, "import duties" means any duties, taxes or charges imposed in connection with the importation of goods, except those imposed in conformity with:

(a) Article III of the GATT 1994;

(b) Articles 2.16 (Subsidies and Countervailing Measures), 2.17 (Anti- Dumping), 2.18 (Global Safeguard Measures) or 2.19 (Bilateral Safeguard Measures) or Article 5 of the WTO Agreement on Agriculture; or

(c) Article VIII of the GATT 1994.

Article 2.3. Export Duties

1. Upon entry into force of this Agreement, the Parties shall eliminate customs duties on exports. No new customs duties on exports shall be introduced on products exported from the customs territory of one Party into the customs territory of another Party.

2. Customs duties on exports to the EFTA States of products originating in Ukraine shall be gradually reduced in accordance with the commitments of Ukraine within the WTO.

3. If, after the entry into force of this Agreement, Ukraine lowers or eliminates its duties on exports to the European Union (EU), it shall accord to the EFTA States no less favourable treatment.

4. A customs duty on exports includes any duty or charge of any kind imposed in connection with the exportation of a product, including any form of surtax or surcharge in connection with such exportation, but does not include any charge imposed in conformity with Articles VII of the GATT 1994.

Article 2.4. WTO Agreement on Agriculture

The Parties confirm their rights and obligations under the WTO Agreement on Agriculture unless otherwise specified in this Agreement.

Article 2.5. Rules of Origin and Administrative Cooperation

The rules of origin and administrative cooperation are set out in Protocol (Rules of Origin).

Article 2.6. Classification of Goods and Transposition of Schedules

1. The classification of goods in trade in goods between the Parties shall be as set forth in the respective tariff nomenclature of each Party in accordance with the International Convention on the Harmonized System of Description and Coding System (Harmonized System or HS), as regularly amended in the framework of the World Customs Organization. In the Schedules of Tariff Commitments, the version of the HS and the year shall be indicated.

2. Each Party shall ensure that the transposition of its Schedule of Tariff Commitments is carried out without impairing existing tariff commitments agreed at the time of conclusion of this Agreement. Consequently, the customs duty applicable to the corresponding goods under a new tariff line shall be equal to or lower than the customs duty of the corresponding original tariff line and any other agreed tariff commitments, such as tariff dismantling periods, shall not deteriorate.

3. The Parties shall, on the request of a Party and within a reasonable period of time after receiving the request, discuss any concerns raised regarding the transposition of its Schedule of Tariff Commitments.

Article 2.7. Customs Valuation (1)

Article VII of the GATT 1994 and Part I of the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 shall apply and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

(1) Switzerland applies customs duties based on weight and quantity rather than ad valorem duties.

Article 2.8. Technical Regulations

1. With respect to technical regulations, standards and conformity assessment procedures, the WTO Agreement on Technical Barriers to Trade (TBT Agreement) applies and is hereby incorporated and made part of this Agreement, mutatis mutandis.

2. The Parties shall strengthen their cooperation in the field of technical regulations, standards and conformity assessment procedures, with a view to increasing the mutual understanding of their respective systems and facilitating access to their respective markets.

3. Upon request of a Party, which considers that a technical regulation, standard or conformity assessment procedure of another Party is likely to create, or has created, an obstacle to trade, consultations shall be held with the objective of finding a mutually acceptable solution. Consultations shall take place within 30 days from the receipt of the request and may be conducted by any method agreed by the consulting Parties. The Joint Committee shall be informed thereof.

4. Upon request of a Party, the Parties shall without undue delay agree on an arrangement extending to each other treatment related to technical regulations, standards and conformity assessment procedures which all Parties have agreed with the EU.

5. The Parties shall exchange names and addresses of contact points for this Article in order to facilitate communication and the exchange of information.

Article 2.9. Sanitary and Phytosanitary Measures

1. With respect to sanitary and phytosanitary measures, the WTO Agreement on the Application of Sanitary and Phytosanitary Measures applies and is hereby incorporated into and made part of this Agreement, mutatis mutandis.

2. The Parties shall strengthen their cooperation in the field of sanitary and phytosanitary measures, with a view to increasing the mutual understanding of their respective systems and facilitating access to their respective markets.

3. Upon request of a Party, which considers that a sanitary or phytosanitary measure of another Party is likely to create, or has created, an obstacle to trade, or that the other Party has not fulfilled its obligations under this Article, consultations shall be held with the objective of finding a mutually acceptable solution. The consultations shall take place within 30 days from the receipt of the request and may be conducted by any method agreed by the consulting Parties. In the case of perishable goods, consultations between the competent authorities shall be held without undue delay. The Joint Committee shall be informed thereof.

4. Upon request of a Party, the Parties shall without undue delay extend to each other treatment related to sanitary and phytosanitary measures each Party has granted to or agreed with the EU.

5. The Parties shall exchange names and addresses of contact points with sanitary and phytosanitary expertise in order to facilitate communication and the exchange of information.

Article 2.10. Import Licensing

1. The WTO Agreement on Import Licensing Procedures applies to this Chapter and is hereby incorporated into and made part of this Agreement, mutatis mutandis.

2. The Parties may only adopt or maintain import licensing procedures as a condition for importation if other appropriate procedures to achieve an administrative purpose are not reasonably available.

3. The Parties shall not adopt or maintain import licensing procedures in order to implement a measure that is inconsistent with this Agreement, GATT 1994 or the WTO Agreement on Trade-Related Investment Measures. A Party adopting non-automatic licensing procedures shall clearly indicate the measure implemented through such licensing procedures.

4. The Parties shall ensure that all import licensing procedures are neutral in application, and administered in a fair, equitable, non-discriminatory, transparent, predictable and least trade-restrictive manner.

5. If a Party has denied an application for an import license, it shall:

(a) without undue delay, provide the applicant with a written explanation of the reason(s) for the denial;

(b) ensure that the applicant has the right to appeal the decision in at least one level of independent administrative and one level of judicial appeal; and

(c) if the decision is upheld in an appeal, provide the exporting Party with a written justification of the decision within 14 days.

6. Appeal procedures according to subparagraph 5(b) shall be easily accessible and implemented in an effective, prompt and non-discriminatory manner in accordance with the domestic laws and regulations of each Party.

7. No application for an import licence shall be refused for minor documentation errors that do not alter the basic data contained therein. Minor documentation errors may include formatting errors, such as the width of a margin or the font used, and spelling errors which are obviously made without fraudulent intent or gross negligence.

8. A Party adopting or amending regulations related to import licensing that are likely to affect trade between the Parties, shall promptly notify the other Parties, but no later than 60 days after publication. The notice shall clearly state the purpose of such licensing procedures and any conditions on eligibility for obtaining an import licence. A notification made by a Party in accordance with the WTO Agreement on Import Licensing Procedures shall be deemed equivalent to a notification under this Agreement.

Article 2.11. Export Licensing

1. Export licensing means any administrative procedures adopted or maintained by a Party requiring submission from the exporter of an application or other documentation to the relevant administrative body or bodies as a prior condition for

exportation from the customs territory of the exporting Party, 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.

2. The Parties may only adopt or maintain export licensing procedures if other less trade-restrictive measures are not reasonably available.

3. The Parties shall only adopt or maintain export licensing procedures in order to implement a measure that is consistent with this Agreement or the GATT 1994.

4. Each Party shall notify the other Parties ofits existing export licensing procedures, within 60 days of the entry into force of this Agreement.

5. Each Party shall publish any new export licensing procedure, or any modification to an existing export licensing procedure whenever practicable 21 days before the new procedure or modification takes effect, and in any case no later than the date such procedure or modification takes effect.

6. The notification referred to in paragraph 4 and the publication referred to in paragraph 5 shall contain the following information:

(a) list of products subject to licensing procedures;

(b) for each procedure, a description of the process for applying for a licence and any criteria an applicant must meet to be eligible to apply for a licence;

(c) contact point for information on eligibility; (d) administrative body(ies) for submission of applications;

(e) a description of any measure or measures being implemented through the export licensing procedure;

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

(g) date and name of publication where licensing procedures are published;

(h) the legal basis for the export licensing procedure;

(i) if the Party intends to use an export licensing procedure to administer an export quota, the overall quantity and, where practicable, value of the quota and the opening and closing dates of the quota; and

(j) any exceptions or derogations from an export licensing requirement, how to request those exceptions or derogations, and the criteria for granting them.

7. Any Party shall without undue delay respond to an enquiry by another Party regarding any export licensing procedures which it intends to adopt or which it has adopted or maintained.

8. When a Party has denied an export licence application with respect to export of a good to another Party, it shall provide the applicant, either automatically or upon request, with a written statement of the reasons for the denial. The applicant shall have a right of appeal or review in accordance with the domestic legislation or procedures of the exporting Party.

9. The provisions of this Article shall not apply to export licensing procedures relating to an export control regime and sanctions regime, or for implementing Partyâs obligations or commitments under United Nations Security Council Resolutions and the Arms Trade Treaty, as well as multilateral non-proliferation and disarmament regimes and export control arrangements including the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies, the Australia Group, the Nuclear Suppliers Group, and the Missile Technology Control Regime.

Article 2.12. Quantitative Restrictions

1. Article XI of the GATT 1994 applies and is hereby incorporated into and made part of this Agreement, mutatis mutandis.

2. A Party introducing a measure in accordance with paragraph 2 of Article XI of the GATT 1994 shall promptly notify the other Parties A notification by a Party in accordance with Article XI ofthe GATT 1994 shall be deemed equivalent to a notification under this Agreement.

3. Any measure applied in accordance with this Article shall be of limited duration, non-discriminatory, transparent and may not go beyond what is necessary to remedy circumstances described in paragraph 2 of Article XI of the GATT 1994 and may

not create unnecessary obstacles to trade between the Parties.

Article 2.13. Fees and Formalities

Article VIII of the GATT 1994, shall apply, and is hereby incorporated into and made part of this Agreement, mutatis mutandis,subject to Article 7 (Fees and Formalities) of Annex V Trade Facilitation.

Article 2.14. Internal Taxation and Regulations

Article III of the GATT 1994 shall apply and is hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.15. Trade Facilitation

The provisions regarding Trade Facilitation are set out in Annex V (Trade Facilitation).

Article 2.16. Subsidies and Countervailing Measures

1. The rights and obligations of the Parties relating to subsidies and countervailing measures shall be governed by Articles VI and XVI of the GATT 1994 and the WTO Agreement on Subsidies and Countervailing Measures, except as provided for in paragraph 2.

2. Before an EFTA State or Ukraine, as the case may be, initiates an investigation to determine the existence, degree and effect of any alleged subsidy in Ukraine or in an EFTA State, as provided for in Article 11 of the WTO Agreement on Subsidies and Countervailing Measures, the Party considering initiating an investigation shall notify in writing the Party whose goods are subject to investigation and allow for a 60 day period with a view to finding a mutually acceptable solution. The consultations shall take place in the Joint Committee if any Party so requests within 30 days from the receipt of the notification.

Article 2.17. Anti-dumping

1. A Party shall not apply anti-dumping measures, as provided for under Article VI of the GATT 1994 and the WTO Agreement on Implementation of Article VI of the GATT 1994 in relation to products originating in another Party.

2. Five years from entry into force of this Agreement, the Parties may in the Joint Committee review the operation of paragraph 1. Thereafter the Parties may conduct biennial reviews of this matter in the Joint Committee.

Article 2.18. Global Safeguard Measures

This Agreement does not confer any additional rights or impose any additional obligations on the Parties with regard to actions taken pursuant to Article XIX of GATT 1994 and the WTO Agreement on Safeguards, except that a Party taking a safeguard measure under Article XIX of GATT 1994 and the WTO Agreement on Safeguards shall, to the extent consistent with the obligations under the WTO Agreements, exclude imports of an originating good from another Party if such imports are not a substantial cause of serious injury or threat thereof.

Article 2.19. Bilateral Safeguard Measures

1. Where, as a result of the reduction or elimination of a customs duty under this Agreement, any product originating in a Party is being imported into the territory of another Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to constitute a substantial cause of serious injury or threat thereof to the domestic industry of like or directly competitive products in the territory of the importing Party, the importing Party may take bilateral safeguard measures to the minimum extent necessary to remedy or prevent the injury, subject to the provisions of paragraphs 2 to 10.

2. Bilateral safeguard measures shall only be taken upon clear evidence that increased imports have caused or are threatening to cause serious injury pursuant to an investigation in accordance with the procedures laid down in Articles 3 and 4 of the WTO Agreement on Safeguards.

3. The Party intending to take a bilateral safeguard measure under this Article shall immediately, and in any case before taking a measure, make notification to the other Parties in writing or by electronic communication. The notification shall

contain all pertinent information, which shall include evidence of serious injury or threat thereof caused by increased imports, a precise description of the product involved and the proposed measure, as well as the proposed date of introduction, expected duration and timetable for the progressive removal of the measure. A Party that may be affected by the bilateral safeguard measure shall be offered compensation in the form of substantially equivalent trade liberalisation in relation to the imports from any such Party.

4. If the conditions set out in paragraph 1 are met, the importing Party may take measures consisting of:

(a) suspending the further reduction of any rate of customs duty provided for under this Agreement for the product; or

(b) increasing the rate of customs duty for the product to a level not to exceed the lesser of:

(i) the MFN rate of duty applied at the time the action is taken; or

(ii) the MFN rate of duty applied on the day immediately preceding entry into force of this Agreement.

5. Bilateral safeguard measures shall be taken for a period not exceeding one year. In very exceptional circumstances, after review by the Joint Committee, measures may be taken up to a total maximum period of three years. No bilateral safeguard measures shall be applied to the import of a product which has previously been subject to such a measure.

6. The Joint Committee shall, within 30 days from the date of notification, examine the information provided under paragraph 3 in order to facilitate a mutually acceptable resolution of the matter. In the absence of such resolution, the importing Party may adopt a measure pursuant to paragraph 4 to remedy the problem, and, in the absence of mutually agreed compensation, the Party against whose product the measure is taken may take compensatory action. The bilateral safeguard measure and the compensatory action shall be immediately notified to the other Parties. In the selection of the bilateral safeguard measure and the compensatory action, priority must be given to the measure which least disturbs the functioning of this Agreement. The compensatory action shall normally consist of suspension of concessions having substantially equivalent trade effects or concessions substantially equivalent to the value of the additional duties expected to result from the bilateral safeguard measure. The Party taking compensatory action shall apply the action only for the minimum period necessary to achieve the substantially equivalent trade effects and in any event, only while the bilateral safeguard measure under paragraph 4 is being applied.

7. Upon the termination of the bilateral safeguard measure, the rate of customs duty shall be the rate which would have been in effect but for the measure.

8. In critical circumstances, where delay in the introduction of a bilateral safeguard measure in accordance with this Article would cause damage which would be difficult to repair, a Party may take a provisional bilateral safeguard measure pursuant to a preliminary determination that there is clear evidence that increased imports constitute a substantial cause of serious injury, or threat thereof, to the domestic industry. The Party intending to take such a measure shall immediately notify the other Parties thereof. Within 30 days of the date of the notification, the procedures set out in paragraphs 2 to 6, including for compensatory action, shall be initiated. Any compensation shall be based on the total period of application of the provisional bilateral safeguard measure and of the bilateral safeguard measure.

9. Any provisional bilateral safeguard measure shall be terminated within 200 days at the latest. The period of application of any such provisional bilateral safeguard measure shall be counted as part of the duration of the bilateral safeguard measure set out in paragraph 5 and any extension thereof. Any tariff increases shall be promptly refunded if the investigation described in paragraph 2 does not result in a finding that the conditions of paragraph 1 are met.

10. Five years from entry into force of this Agreement, the Parties shall review in the Joint Committee whether there is need to maintain the possibility to take bilateral safeguard measures between them. If the Parties decide, after the first review, to maintain such possibility, they shall thereafter conduct biennial reviews of this matter in the Joint Committee.

Article 2.20. State Trading Enterprises

Article XVII of the GATT 1994 and the Understanding on the Interpretation of Article XVII of the General Agreement on Tariffs and Trade 1994 shall apply and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.21. General Exceptions

For the purposes of this Chapter, Article XX of the GATT 1994 and its interpretative notes apply and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.22. Security Exceptions

For the purposes of this Chapter, Article XXI of the GATT 1994 and its interpretative notes apply and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.23. Balance-of-Payments

1. A Party, in serious balance-of-payments difficulties, or under imminent threat thereof, may, in accordance with the conditions set out in GATT 1994 and the WTO Understanding on the Balance-of-Payments Provisions of the General Agreement on Tariffs and Trade 1994, adopt trade restrictive measures, which shall be of limited duration and non-discriminatory, and may not go beyond what is necessary to remedy the balance of payments situation.

2. The Party introducing a measure under this Article shall promptly notify the other Parties.

Article 2.24. Preference Utilisation

1. For the purposes of monitoring the functioning of this Agreement and calculating preference utilisation rates, the Parties shall annually exchange import statistics and tariff rates under this Agreement.

2. Import statistics comprise all imports from the Party concerned, including trade values and volumes listed at the most detailed level of the national tariff structure. Each Party shall exchange separate statistics for imports from the other Parties:

(a) benefiting from preferential treatment under this Agreement;

(b) benefiting from any other reduced tariff rates; and

(c) under MFN tariff rates.

The Parties shall exchange import statistics on the trade with the individual Parties. Import statistics shall pertain to the three most recent years available.

3. The tariff rates exchanged shall include preferential tariff rates under this Agreement as well as applied MFN tariff rates. They shall pertain to the same year as the import statistics.

4. Upon request, the Parties shall exchange additional information and explanations related to this data exchange in English.

5. The exchange of import statistics and tariff rates shall start in the year following the first full calendar year after entry into force of this Agreement.

6. Notwithstanding paragraphs 1 and 2, no Party shall be obliged to exchange data that is confidential in accordance with its domestic laws and regulations.

Article 2.25. Sub-Committee on Trade In Goods

A Sub-Committee on Trade in Goods (Sub-Committee) is hereby established. The mandate of the Sub-Committee is set out in Annex VI (Mandate of the Sub-Committee on Trade in Goods).

Chapter 3. TRADE IN SERVICES

Article 3.1. Scope and Coverage

1. This Chapter applies to measures by Parties affecting trade in services. It applies to all services sectors.

2. In respect of air transport services, this Chapter shall not apply to measures affecting air traffic rights or measures affecting services directly related to the exercise of air traffic rights, except as provided for in paragraph 3 of the GATS Annex on Air Transport Services. The definitions of paragraph 6 of the GATS Annex on Air Transport Services are hereby incorporated and made part of this Chapter.

3. Articles 3.4 (Most-Favoured-Nation Treatment), 3.5 (Market Access) and 3.6 (National Treatment) shall not apply to laws, regulations or requirements governing the procurement by governmental agencies of services purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale.

Article 3.2. Incorporation of Provisions from the GATS

Wherever a provision of this Chapter provides that a provision of the GATS is incorporated into and made part of this Chapter, the meaning of the terms used in the GATS provision shall be understood as follows:

(a) "Member" means Party;

(b) "Schedule" means a Schedule referred to in Article 3.17 (Schedules of Specific Commitments) and contained in Annex VII (Schedules of Specific Commitments); and

(c) "specific commitment" means a specific commitment in a Schedule referred to in Article 3.17 (Schedules of Specific Commitments).

Article 3.3. Definitions

For the purpose of this Chapter:

(a) the following definitions of Article I of the GATS are incorporated into and made part of this Agreement:

(i) “trade in services”;

(ii) “services”; and

(iii) “a service supplied in the exercise of governmental authority”;

(b) “measures by Parties” means measures taken by the Parties as defined in Article I subparagraphs 3 (a) (i) and (ii) of the GATS;

(c) “service supplier” means any person that supplies, or seeks to supply, a service; (2)

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

(d) “natural person of another Party” means a natural person who, under the legislation of that other Party, is:

(i) a national of that other Party who resides in the territory of any WTO Member; or

(ii) a permanent resident of that other Party who resides in the territory of any Party, if that other Party accords substantially the same treatment to its permanent residents as to its nationals in respect of measures affecting trade in services. For the purpose of the supply of a service through presence of natural persons (Mode 4), this definition covers a permanent resident of that other Party who resides in the territory of any Party or in the territory of any WTO Member;

(e) “juridical person of another Party” means a juridical person which is either:

(i) constituted or otherwise organised under the law of that other Party, and is engaged in substantive business operations in the territory of:

(aa) any Party; or

(bb) any Member of the WTO and is owned or controlled by natural persons of that other Party or by juridical persons that meet all the conditions of subparagraph (i) (aa); or

(ii) in the case of the supply of a service through commercial presence, owned or controlled by:

(aa) natural persons of that other Party; or

(bb) juridical persons of that other Party identified under subparagraph (e) (i);

(f) the following definitions of Article XXVIII of the GATS are hereby incorporated into and made part of this Chapter:

(i) “measure”;

(ii) “supply of a service”;

(iii) “measures by Members affecting trade in services”;

(iv) “commercial presence”;

(v) “sector” of a service;

(vi) “service of another Member”;

(vii) “monopoly supplier of a service”;

(viii) “service consumer”;

(ix) “person”;

(x) “juridical person”;

(xi) “owned”, “controlled” and “affiliated”; and

(xii) “direct taxes”.

Article 3.4. Most-Favoured-Nation Treatment

1. Without prejudice to measures taken in accordance with Article VII of the GATS, and except as provided for in its List of MFN Exemptions contained in Annex VIII (Lists of MFN Exemptions), a Party shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of another Party treatment no less favourable than the treatment it accords to like services and service suppliers of any non-Party.

2. Treatment granted under other existing or future agreements concluded by one of the Parties and notified under Article V or Article V bis of the GATS shall not be subject to paragraph 1.

3. If a Party concludes or amends an agreement of the type referred to in paragraph 2, it shall notify the other Parties without delay and endeavour to accord to the other Parties treatment no less favourable than that provided under that agreement. The former Party shall, upon request by any other Party, negotiate the incorporation into this Agreement of a treatment no less favourable than that provided under the former agreement.

4. The rights and obligations of the Parties in respect of advantages accorded to adjacent countries shall be governed by paragraph 3 of Article II of the GATS, which is hereby incorporated into and made part of this Chapter.

Article 3.5. Market Access

Commitments on market access shall be governed by Article XVI of the GATS, which is hereby incorporated into and made part of this Chapter.

Article 3.6. National Treatment

Commitments on national treatment shall be governed by Article XVI of the GATS, which is hereby incorporated into and made part of this Chapter.

Article 3.7. Additional Commitments

Additional commitments shall be governed by Article XVIII of the GATS, which is hereby incorporated into and made part of this Chapter.

Article 3.8. Domestic Regulation

1. Each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

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

of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

3. Where authorisation is required by a Party for the supply of a service, the competent authorities of that Party shall, within a reasonable period of time after the submission of an application is considered complete under that Party's domestic laws and regulations, inform the applicant of the decision concerning the application. At the request of the applicant, the competent authorities of that Party shall provide, without undue delay, information concerning the status of the application.

4. Each Party shall provide for adequate procedures to verify the competence of professionals of another Party.

Article 3.9. Recognition

1. For the purpose of the fulfilment of its relevant standards or criteria for the authorisation, licensing or certification of service suppliers, each Party shall give due consideration to any requests by another Party to recognise the education or experience obtained, requirements met, or licences or certifications granted in that other Party. Such recognition may be based upon an agreement or arrangement with that other Party, or otherwise be accorded autonomously.

2. Where a Party recognises, by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted, in the territory of anon-Party, that Party shall afford another Party adequate opportunity to negotiate its accession to such an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for another Party to demonstrate that the education or experience obtained, requirements met, or licences or certifications granted in the territory of that other Party should also be recognised.

3. Any such agreement or arrangement or autonomous recognition shall be in conformity with the relevant provisions of the WTO Agreement, in particular paragraph 3 of Article VI of the GATS.

Article 3.10. Movement of Natural Persons

1. This Article applies to measures affecting natural persons who are service suppliers of a Party, and natural persons ofa Party who are employed by a service supplier of a Party, in respect of the supply of a service.

2. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding nationality, residence or employment on a permanent basis.

3. Natural persons covered by a specific commitment shall be allowed to supply the service in accordance with the terms of that commitment.

4. This Chapter shall not prevent a Party from applying measures to regulate the entry of natural persons of another 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 such a manner as to nullify or impair the benefits accruing to any Party under the terms of a specific commitment.(3)

(3) The sole fact of requiring a visa for natural persons shall not be regarded as nullifying or impairing benefits under a specific commitment.

Article 3.11. Transparency

The rights and obligations of the Parties in respect of transparency shall be governed by paragraphs 1 and 2 of Article III and by Article III bis of the GATS, which are hereby incorporated into and made part of this Chapter.

Article 3.12. Monopolies and Exclusive Service Suppliers

The rights and obligations of the Parties in respect of monopolies and exclusive service suppliers shall be governed by paragraphs 1, 2 and 5 of Article VIII of the GATS, which are hereby incorporated into and made part of this Chapter.

Article 3.13. Business Practices

The rights and obligations of the Parties in respect of business practices shall be governed by Article [X of the GATS, which is hereby incorporated into and made part of this Chapter.

Article 3.14. Payments and Transfers

1. Except under the circumstances envisaged in Article 3.15 (Restrictions to Safeguard the Balance-of-Payments), a Party shall not apply restrictions on international transfers and payments for current transactions with another Party.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties under the Articles of the Agreement of the International Monetary Fund (IMF), including the use of exchange actions which are in conformity with the Articles of the Agreement of the IMF, provided that a Party shall not impose restrictions on capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 3.15 (Restrictions to Safeguard the Balance-of-Payments) or at the request of the IMF.

Article 3.15. Restrictions to Safeguard the Balance-of-Payments

1. The Parties shall endeavour to avoid the imposition of restrictions to safeguard the balance-of-payments.

2. Any restriction to safeguard the balance-of-payments adopted or maintained by a Party under and in conformity with Article XII of the GATS shall apply under this Chapter.

Article 3.16. Exceptions

The rights and obligations of the Parties in respect of general exceptions and security exceptions shall be governed by Article XIV and paragraph 1 of Article XIV bis of the GATS, which are hereby incorporated into and made part of this Chapter.

Article 3.17. Schedules of Specific Commitments

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 3.5 (Market Access), 3.6 (National Treatment) and 3.7 (Additional Commitments). With respect to sectors where such commitments are undertaken, each Schedule shall specify:

(a) terms, limitations and conditions on market access;

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments referred to in Article 3.7 (Additional Commitments); and

(d) where appropriate, the timeframe for implementation of such commitments and the date of entry into force of such commitments.

2. Measures inconsistent with both Articles 3.5 (Market Access) and 3.6 (National Treatment) shall be dealt with as provided for in paragraph 2 of Article XX of the GATS.

3. The Parties' Schedules of Specific Commitments are set out in Annex VII (Schedules of Specific Commitments).

Article 3.18. Modification of Schedules

The Parties shall, upon written request by a Party, hold consultations to consider any modification or withdrawal of a specific commitment in the requesting Party's Schedule of Specific Commitments. The consultations shall be held within three months after the requesting Party made its request. In the consultations, the Parties shall aim to ensure that a general level of mutually advantageous commitments no less favourable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations is maintained. Modifications of Schedules are subject to the procedures set out in Articles 12.1 (Joint Committee) and 14.3 (Amendments).

Article 3.19. Review

With the objective of further liberalising trade in services between them, in particular eliminating substantially all remaining discrimination within a period of ten years, the Parties shall review at least every other year, or more frequently if so agreed, their Schedules of Specific Commitments and their Lists of MFN Exemptions, taking into account in particular any autonomous liberalisation and on-going work under the auspices of the WTO. The first such review shall take place no later than three years after the entry into force of this Agreement.

Article 3.20. Annexes

The following Annexes form an integral part of this Chapter: - Annex VII (Schedules of Specific Commitments);

- Annex VIII (Lists of MFN Exemptions);

- Annex IX (Financial Services); and

- Annex X (Telecommunications Services).

Chapter 4. ELECTRONIC COMMERCE

Article 4.1. Definitions

1. For the purposes of this Chapter, Article 3.3 (Definitions) applies.

2. For the purposes of this Chapter:

(a) "electronic signature" means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign;

(b) "electronic seal" means data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity;

(c) "electronic transmissions" means transmissions of electronic data through the Internet;

(d) "electronic trust service" means an electronic service normally provided for remuneration, which consists of any of the following:

(i) the issuance and validation of certificates for electronic signatures, electronic seals, website authentication or certificates for the provision of other trust services;

(ii) the creation and validation of electronic signatures, electronic seals and electronic time stamps;

(iii) the preservation of electronic signatures, electronic seals and related certificates;

(iv) the management of remote electronic signature creation devices or remote electronic seal creation devices;

(vy) the issuance and validation of electronic attestations of attributes;

(vi) the provision of electronic registered delivery services and validation of data transmitted through electronic registered delivery services and related evidence;

(vii) the electronic archiving of electronic data and electronic documents;

(viii) the recording of electronic data in an electronic ledger.

(e) “end-user” means a person who purchases or subscribes to an Internet access service from an Internet access service provider;

(f) “surveillance (control)” means activities carried out and measures taken by authorities authorised by domestic law or regulations to ensure that goods and services comply with domestic laws and regulations and do not pose a threat to health and safety or any other aspect of public interest protection;

(g) “surveillance (control) authority” means an authority responsible for carrying out surveillance (control);

(h) “personal data” means any information relating to an identified or identifiable natural person;

(i) “processing” of personal data means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, accumulation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, depersonalisation, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data, including by using information (automated) systems;

(j) “trade administration documents” means documents, forms or other information, including in electronic formats, as required by a Party’s domestic legislation on commercial trade transactions;

(k) “unsolicited commercial electronic messages” means electronic messages for commercial purposes without the consent of the recipient or against the explicit rejection of the recipient.

Article 4.2. Scope

1. This Chapter applies to measures of the Parties affecting trade enabled by electronic means.

2. In the event of any inconsistency between this Chapter and Annex IX (Financial Services); Annex IX (Financial Services), shall prevail.

3. This Chapter shall not apply to audio-visual services.

Article 4.3. General Provisions

The Parties recognise:

(a) the economic growth and opportunities that electronic commerce in goods and services provides, in particular for businesses and consumers as well as the potential for enhancing international trade;

(b) the importance of avoiding barriers to the use and development of electronic commerce in goods and services; and

(c) the need to create an environment of trust and confidence in as well as security for electronic commerce, in particular by:

(i) the protection of privacy of natural persons in relation to the processing of personal data;

(ii) the protection of confidentiality of individual records and accounts, and commercial secrets;

(iii) measures to prevent and proscribe deceptive and fraudulent practices or to deal with the effects of a default on contracts; and

(iv) measures against unsolicited commercial electronic messages.

Article 4.4. Right to Regulate

The Parties reaffirm the right to regulate in the area of electronic commerce in conformity with this Chapter to achieve legitimate policy objectives.

Article 4.5. Customs Duties (4)

1. No Party shall impose customs duties on electronic transmissions.

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

(4) It is understood that “customs duties” means import and export duties.

Article 4.6. Electronic Authentication, Trust Services and Contracts by Electronic Means

1. No Party shall deny the legal effect and admissibility as evidence in legal proceedings of an electronic document, electronic signature, electronic seal, electronic time stamp or of data sent and received using an electronic registered delivery service, solely on the ground that it is in electronic form.

2. No Party shall adopt or maintain measures that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate electronic authentication methods for their transaction; or

(b) prevent parties to an electronic transaction from being able to prove to judicial or administrative authorities that the use of electronic authentication or an electronic trust service in that transaction complies with the applicable legal requirements.

3. Notwithstanding paragraph 2, each Party may require that for a particular category of transactions, the method of electronic authentication or trust service is either certified by an authority accredited in accordance with its domestic laws

and regulations or that the method meets certain performance standards which shall be objective, transparent and non-discriminatory and shall only relate to the specific characteristics of the category of transactions concerned.

4. Except to the extent provided under a Partyâs domestic laws and regulations in relation to certain types of contracts, a Party shall not deny that contracts may be concluded by electronic means.

5. Each Party shall ensure that its domestic laws and regulations do not deprive electronic contracts of legal effect and validity solely on the ground that the contracts have been made by electronic means.

Article 4.7. Paperless Trade Administration

1. Each Party shall make all trade administration documents publicly available in electronic form.

2. Each Party shall accept electronic versions of trade administration documents as legal equivalents of paper documents except if:

(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.

Article 4.8. Open Internet Access

Subject to applicable domestic laws and regulations, each Party shall adopt or maintain appropriate measures to ensure that end-users in its territory are able to:

(a) access, distribute and use services and applications of their choice available through the Internet, subject to reasonable and non- discriminatory network management;

(b) connect devices of their choice to the Internet, provided that such devices comply with the requirements in the territory where they are used and do not harm the network; and

(c) have access to information on the network management practices of their Internet access service supplier.

Article 4.9. Online Consumer Trust

1. Each Party shall adopt or maintain measures to ensure the effective protection of consumers engaging in electronic commerce transactions, including but not limited to measures that:

(a) proscribe fraudulent and deceptive commercial practices;

(b) require suppliers of goods and services to act in good faith and abide by fair commercial practices, including through the prohibition of charging consumers for unsolicited goods and services;

(c) require suppliers of goods and services to provide consumers with clear and thorough information regarding their identity and contact details (5), as well as information regarding the goods and services, the transaction and the applicable consumer rights; and

(d) grant consumers access to redress to claim their rights, including a right to remedies in cases where goods or services are paid and not delivered or provided as agreed.

2. The Parties recognise the importance of entrusting their consumer protection agencies or other relevant bodies with adequate enforcement powers and the importance of cooperation between their agencies in the enforcement of their respective domestic laws and regulations related to consumer protection and online consumer trust.

3. The Parties recognise the importance of promoting effective policy frameworks relating to consumer product safety.

(5) In the case of intermediary service suppliers, this also includes the identity and contact details of the actual supplier of the goods and services.

Article 4.10. Unsolicited Commercial Electronic Messages

1. In order to protect users effectively against unsolicited commercial electronic messages, each Party shall adopt or maintain measures that:

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

(b) require the consent, as specified according to its domestic laws and regulations, of recipients to receive commercial electronic messages.

2. Each Party shall provide access to recourse against suppliers of unsolicited commercial electronic messages who do not comply with its measures implemented pursuant to paragraph 1.

Article 4.11. Cross-border Data Flows

1. The Parties commit to ensuring cross-border data flows to facilitate digital trade. To that end, cross-border data flows shall not be restricted between the Parties by: (6)

(6) With respect to financial services, this provision applies as long as the financial supervisory authorities have access to the necessary data for fulfilling their supervisory tasks.

(a) requiring the use of computing facilities or network elements in the Party's territory for processing, including by imposing the use of computing facilities or network elements that are certified or approved in the Party's territory;

(b) requiring the localisation of data in the Partyâs territory for storage or processing;

(c) prohibiting storage or processing in the territory of the other Party; or

(d) making the cross-border transfer of data contingent upon use of computing facilities or network elements in the Party's territory or upon localisation requirements in the Party's territory.

2. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 1 to achieve a legitimate public policy objective, (7) provided that the measure:

(7) For the purposes of this Article, âlegitimate public policy objectiveâ shall be interpreted in an objective manner and shall enable the pursuit of objectives such as the protection of public security, public morals, human, animal or plant life or health, the maintenance of public order or other similar objectives of public interest, taking into account the evolving nature of digital technologies.

(a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on trade; and

(b) does not impose restrictions on transfers of information that are greater than necessary to achieve the objective. (8)

(8) For greater certainty, paragraph 2 does neither affect the interpretation of other exceptions in this Agreement and their application to this Article, nor diminish the right of a Party to invoke any of them.

3. The Parties shall review the implementation of this Article and assess its functioning in the Joint Committee. The first such review shall take place no later than three years from the entry into force of this Agreement.

Article 4.12. Electronic Payments and Invoicing

1. The Parties recognise the pivotal role of electronic payments in enabling electronic commerce and the rapid growth of electronic payments. The Parties agree to support the development of efficient, safe and secure cross-border electronic payments by fostering the adoption and use of internationally accepted standards, promoting interoperability and the interlinking of payment infrastructures, and encouraging useful innovation and competition in the payment's ecosystem.

2. The Parties recognise the importance of e-invoicing, which increases the efficiency, accuracy and reliability of commercial transactions and agree to promote the adoption of interoperable systems for e-invoicing.

3. The Parties shall support and facilitate the adoption of e-invoicing by undertakings. To this end, the Parties shall endeavour to:

(a) promote the existence of underlying infrastructure to support e-invoicing; and

(b) generate awareness of and build capacity for e-invoicing.

Article 4.13. Protection of Personal Data and Privacy

1. The Parties recognise that the protection of personal data and privacy is a fundamental right and that high standards in this regard contribute to the development of digital trade and trust therein.

2. Each Party shall adopt or maintain safeguards it deems appropriate to ensure a high level of protection of personal data and privacy, including through the adoption and application of rules for the cross-border transfer of personal data. Nothing in this Agreement shall affect the protection of personal data and privacy afforded by the Parties' respective safeguards.

3. The Parties shall inform each other about any safeguards they adopt or maintain according to paragraph 2.

Article 4.14. Transfer of or Access to Source Code

1. No Party shall require the transfer of, or access to, the source code of software or parts thereof owned by a natural or juridical person of another Party.

2. The provisions of paragraph 1 shall not apply to:

(a) requirements by a court or administrative tribunal;

(b) intellectual property rights and their protection and enforcement;

(c) competition law and its enforcement;

(d) the right of a Party to take measures in accordance with Chapter 7 (Government Procurement);

(e) requirements by surveillance (control) authorities in order to verify the conformity of goods and services with legal requirements; or

(f) the voluntary transfer or granting of access to source code on a commercial basis by a natural or juridical person of a Party.

Article 4.15. Cooperation on Electronic Commerce

1. The Parties may engage in a dialogue on regulatory issues raised in relation to electronic commerce, which could, inter alia, address the following issues:

(a) the liability of intermediary service providers with respect to the transmission and storage of information;

(b) the treatment of unsolicited commercial electronic messages;

(c) the interoperability of infrastructures, such as secure electronic authentication and payments;

(d) consumer protection; and

(e) other issues relevant for the development of electronic commerce.

2. Such a dialogue may include exchange of information on the Parties' respective domestic laws and regulations on these issues as well as on the implementation of such domestic laws and regulations.

Article 4.16. General Exceptions

For the purposes of this Chapter, Article XX of the GATT 1994 and Article XIV of the GATS apply, and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 4.17. Security Exceptions

For the purposes of this Chapter, Article XXI of the GATT 1994 and Article XIV bis of the GATS apply, and are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Chapter 5. INVESTMENT

Article 5.1. Scope and Coverage

1. This Chapter shall apply to investments in the territory of one Party by an investor of another Party, which constitute, or are related to, a direct investment. It shall not apply to investments in the services sectors covered by Chapter 3 (Trade in Services). (9)

(9) For the avoidance of doubt, it is confirmed that services specifically exempted from the scope of Chapter 3 (Trade in Services), âair traffic rightsâ are considered to be covered services sectors, and therefore do not fall under the scope of this Chapter.

2. This Chapter shall apply to investments irrespective of whether they have been made prior to or after the entry into force of this Agreement. It shall however not apply to disputes arising out of events which occurred prior to the entry into force of this Agreement.

3. The provisions of this Chapter shall be without prejudice to the interpretation or application of the rights and obligations under any other international agreement relating to investment or taxation to which Ukraine and one or several EFTA States are parties.

Article 5.2. Definitions

For the purposes of this Chapter,

(a) “direct investment” means participation of an investor in an enterprise, consisting of at least 10 per cent ownership, whether direct or indirect, of the total vote-entitled shares in that enterprise. "Indirect ownership" refers to the total of vote-entitled shares that is attributable to an investor in accordance with the relevant precisions to the definition of "direct investment" by the IMF;

(b) “enterprise of a Party” means any legal person or any other entity, constituted or otherwise organised under the law of a Party, that is engaged in business operations in the territory of the same or any other Party;

(c) “investment” means every kind of asset, including but not limited to: any form of equity or other participation in an enterprise; claims to money and claims to performance; intellectual property rights; rights conferred pursuant to law or under contract, such as concessions, licenses and permits; and any rights on movable and immovable property

(d) “investment activities” means the establishment, acquisition, expansion, management, conduct, operation, maintenance, use, enjoyment and sale or other disposition of an investment;

(e) “investment of an investor of a Party” means an investment that is owned or controlled, either directly or indirectly, by an investor of that Party;

(f) “investor of a Party” means:

(i) a natural person having the nationality of, or permanent residence in, a Party in accordance with its applicable law; or

(ii) a legal person or any other entity constituted or organised under the applicable law of a Party, and engaged in substantive business operations in any Party, whether or not for profit, and whether private or government- owned or controlled;

that is making or has made an investment in the territory of another Party.

(g) “measure” means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form.

Article 5.3. General Treatment

Each Party shall accord to investors of another Party, and their investments, treatment in accordance with international law, including fair and equitable treatment and full protection and security.

Article 5.4. National Treatment

Each Party shall, subject to Article 5.11 (Reservations) and the reservations set out in Annex XI (Reservations), accord to investors of another Party and their investments treatment no less favourable than it accords, in like situations, to its own

investors and their investments with respect to investment activities in its territory.

Article 5.5. Most Favoured Nation Treatment

1. Except as provided for in Annex XII (Reservations by the Kingdom of Norway), each Party shall accord to investors of another Party and their investments treatment no less favourable than that it accords, in like situations, to investors of any non-Party and to their investments with respect to investment activities in its territory.

2. If a Party accords preferential treatment to investments of investors of any third State by virtue of a free trade agreement, customs union, common market or any other economic integration agreement, it shall not be obliged to accord such treatment to investments of investors of another Party. The same applies with respect to treatment accorded by a Party by virtue of any investment protection agreement or agreement on avoidance of double taxation.

3. If a Party, after entry into force of this Agreement, has granted to a non-Party by virtue of an agreement as referred to in paragraph 2, treatment more favourable than that provided for by this Agreement, it shall consider a request by another Party to incorporate into this Agreement the more beneficial treatment granted to the non-Party.

Article 5.6. Access to Courts

Each Party shall in its territory accord to investors of another Party treatment no less favourable than the treatment which it accords to its own investors or investors of a non-Party with respect to the jurisdiction of its courts as well as its administrative tribunals and agencies, both in pursuit and in defence of investors' rights.

Article 5.7. Key Personnel

1. The Parties shall, subject to their domestic laws and regulations relating to the entry, stay and work of natural persons, examine in good faith requests by investors of another Party, and key personnel who are employed by such investors or by investments, to enter and remain temporarily in their territories in order to engage in activities connected with the management, maintenance, use, enjoyment, expansion or disposal of relevant investments, including the provision of advice or key technical services.

2. The Parties shall, subject to their domestic laws and regulations, permit investors of another Party and their investments, to employ any key person of the investorâs or the investmentâs choice regardless of nationality and citizenship provided that such key person has been permitted to enter, stay and work in their territory and that the employment concerned conforms to the terms, conditions and time limits of the permission granted to such key person.

3. The Parties shall, subject to their domestic laws and regulations, grant temporary entry and stay and provide any necessary confirming documentation to the spouse and minor children of a natural person who has been granted temporary entry, stay and authorisation to work in accordance with paragraphs 1 and 2. The spouse and minor children shall be admitted for the period of the stay of that person.

Article 5.8. Right to Regulate

1. Nothing in this Chapter shall be construed to prevent a Party from adopting, maintaining or enforcing any measure consistent with this Chapter that is in the public interest, such as measures to meet health, safety or environmental concerns or reasonable measures for prudential purposes.

2. A Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such measures as an encouragement for the establishment, acquisition, expansion or retention in its territory of an investment of an investor of a Party or a non-Party.

Article 5.9. Transparency

Domestic laws, regulations, judicial decisions and administrative rulings of general application made effective by a Party, and agreements in force between Parties, which affect matters covered by this Chapter shall be published promptly, or otherwise made publicly available, in such a manner as to enable Parties and investors to become acquainted with them. The provisions of this Article shall not require a Party to disclose information which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of any investor.

Article 5.10. Trade Related Investment Measures

The Parties reaffirm their commitments to the WTO Agreement on Trade-Related Investment Measures (TRIMs) and hereby incorporate the provisions of TRIMs, as part of this Agreement.

Article 5.11. Reservations

1. National treatment as provided for under Article 5.4 (National Treatment) shall not apply to:

(a) any reservation that is listed by a Party in Annex XI (Reservations);

(b) an amendment to a reservation covered by subparagraph 1 (a) to the extent that the amendment does not decrease the conformity of the reservation with Article 5.4 (National Treatment);

(c) any new reservation adopted by a Party, and incorporated into Annex XI (Reservations) which does not affect the overall level of commitments of that Party under this Agreement;

to the extent that such reservations are inconsistent with Article 5.4 (National Treatment).

2. As part of the reviews provided for in Article 5.15 (Review Clause), the Parties undertake to review the status of the reservations set out in Annex XI (Reservations) with a view to reducing the reservations or removing them.

3. A Party may, at any time, either upon the request of another Party or unilaterally, remove, in whole or in part, its reservations set out in Annex XI (Reservations) by written notification to the other Parties.

4. A Party may, at any time, incorporate a new reservation into Annex XI (Reservations) in accordance with subparagraph 1 (c) by written notification to the other Parties. On receiving such written notification, the other Parties may request consultations regarding the reservation. On receiving the request for consultations, the Party incorporating the new reservation shall enter into consultations with the other Parties.

Article 5.12. Payments and Transfers

1. Except under the circumstances envisaged in Article 5.13 (Restrictions to Safeguard the Balance-of-Payments), a Party shall not apply restrictions on current payments and capital movements relating to direct investments covered by this Chapter.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties under the Articles of the Agreement of the IMF, including the use of exchange actions which are in conformity with the said Articles, provided that a Party does not impose restrictions on capital transactions inconsistent with its obligations under this Chapter.

Article 5.13. Restrictions to Safeguard the Balance-of-Payments

1. The Parties shall endeavour to avoid the imposition of restrictions to safeguard the balance of payments.

2. The rights and obligations of the Parties in respect of such restrictions shall be governed by paragraphs 1 to 3 of Article XII of the GATS, which are hereby incorporated into and made part of this Chapter, mutatis mutandis.

3. A Party adopting or maintaining such restrictions shall promptly notify the other Parties.

Article 5.14. Exceptions

The rights and obligations of the Parties in respect of general exceptions shall be governed by Article XIV of the GATS, which is hereby incorporated into and made part of this Chapter, mutatis mutandis.

Article 5.15. Review Clause

The EFTA States and Ukraine affirm their commitment to review the investment framework and the flow of investment between their territories consistent with their commitments in international investment agreements not later than three years after entry into force of this Agreement and in regular intervals thereafter.

Chapter 6. PROTECTION OF INTELLECTUAL PROPERTY

Article 6.1. Protection of Intellectual Property

1. The Parties shall grant and ensure adequate, effective and non-discriminatory protection of intellectual property rights, and provide for measures for the enforcement of such rights against infringement thereof, including counterfeiting and piracy, in accordance with this Chapter and Annex XIII (Protection of Intellectual Property Rights), and the international agreements referred to therein.

2. The Parties shall accord to each other's nationals' treatment no less favourable than that they accord to their own nationals in respect of rights provided under this Chapter, subject to the exceptions provided in the TRIPS Agreement and in the multilateral agreements administered by the World Intellectual Property Organization (WIPO) not referred to in the TRIPS Agreement.

3. The Parties shall grant to each otherâs nationalsâ treatment no less favourable than that accorded to nationals of a non-party. If a Party concludes a trade agreement containing provisions on the protection of intellectual property rights with a non-Party, notified under Article XXIV of the GATT 1994, it shall notify the other Parties without delay and accord to them treatment no less favourable than that provided under such agreement. The Party concluding such an agreement shall, on request by another Party, negotiate the incorporation of provisions of the agreement granting a treatment no less favourable than that provided under that agreement into this Agreement. Exemptions from this obligation must be in accordance with the substantive provisions of the TRIPS Agreement, in particular Articles 4 and 5.

4. On request of a Party, the Joint Committee shall review this Chapter and Annex XIII (Protection of Intellectual Property Rights), with a view to further improving the levels of protection and to avoiding or remedying trade distortions caused by actual levels of protection of intellectual property rights.

Chapter 7. GOVERNMENT PROCUREMENT

Article 7.1. Scope and Coverage

1. The WTO Revised Agreement on Government Procurement 2012 (GPA 2012 or GPA) applies and is hereby incorporated into and made part of this Agreement, mutatis mutandis.

2. For the purposes of this Chapter, "covered procurement" means procurement in accordance with Article II of the GPA and, in addition, works concessions as defined in Annex XIV (Government Procurement).

3. The Parties shall co-operate in the Joint Committee with the aim of increasing the understanding of their respective public procurement systems and achieving further liberalisation and mutual opening up of public procurement markets.

Article 7.2. Exchange of Information

To facilitate communication between the Parties on government procurement, Annex XIV (Government Procurement) lists contact points which shall, upon request, provide information on the Partiesâ domestic laws, regulations and practices in the field of government procurement.

Article 7.3. Sustainable Public Procurement

1. The Parties recognise the importance of promoting sustainable public procurement in its economic, environmental, and social dimensions to contribute to the proper functioning of competition and sustainable economic growth.

2. Each Party shall allow procuring entities to take into account environmental, labour and social considerations throughout the procurement procedure, provided they are non-discriminatory and are not applied in a discriminatory manner.

3. Each Party shall take appropriate measures to ensure compliance with its obligations under environmental, social, and labour laws and regulations, including those established under Chapter 9 (Trade and Sustainable Development).

Article 7.4. Facilitation of Participation of SMEs

1. The Parties recognise the important contribution of SMEs to economic growth and employment, and the importance of facilitating their participation in government procurement.

2. If available, a Party shall, upon request of another Party, provide information regarding its measures aimed at promoting, encouraging, and facilitating the participation of SMEs in government procurement.

3. With a view to facilitating participation by SMEs in government procurement, each Party shall, to the extent possible, and

if appropriate:

(a) share information and best practices related to the participation of SMEs in government procurement,

(b) make all tender documentation available free of charge; and

(c) undertake activities aimed at facilitating the participation of SMEs in government procurement.

Article 7.5. Ensuring Integrity In Procurement Practices

1. Each Party shall ensure that criminal or administrative measures exist to address corruption in its government procurement. These measures may include procedures to render ineligible for participation in the Party's procurements, either indefinitely or for a stated period, suppliers that the Party has determined to have engaged in fraudulent or other illegal actions.

2. Each Party shall also ensure that it has in place policies and procedures to eliminate to the extent possible or manage any potential conflict of interest on the part of those engaged in or having influence over a procurement.

Article 7.6. Further Negotiations

If a Party grants, after the entry into force of this Agreement, additional benefits with regard to access to its public procurement markets to a non-Party, it shall, upon request of another Party, enter into negotiations with a view to extending these benefits to that Party on a reciprocal basis.

Chapter 8. COMPETITION

Article 8.1. Rules of Competition Concerning Undertakings

1. The following practices are incompatible with the proper functioning of this Agreement in so far as they may affect trade between an EFTA State and Ukraine:

(a) agreements between undertakings, decisions by associations of undertakings and concerted practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition in the territory of each Party;

(b) abuse by one or more undertakings of a dominant position in the territory of each Party.

2. The provisions of paragraph 1 shall also apply to the activities of public undertakings, and undertakings to which the Parties grant special or exclusive rights, in so far as the application of these provisions does not obstruct the performance, in law or in fact, of the particular public tasks assigned to them.

3. Nothing in paragraph 2 shall be construed as preventing a Party from establishing or maintaining a public enterprise, entrusting enterprises with special or exclusive rights or maintaining such rights.

4. The provisions of paragraphs 1 and 2 shall not be construed so as to create any direct obligations for undertakings.

5. The Parties recognise the importance of cooperation and consultations with the aim of putting an end to anticompetitive practices as outlined in paragraphs 1 and 2 or their adverse effects on trade. The Parties may conduct such cooperation and consultations through their competent authorities. Cooperation shall include the exchange of pertinent information that is available to the Parties. No Party shall be required to disclose information that is confidential according to its law.

6. To foster understanding between the Parties, or to address any matter arising under this Chapter, and without prejudice to the autonomy of each Party to develop, maintain and enforce its competition policy and legislation, a Party may request consultations within the Joint Committee. This request shall indicate the reasons for the consultations. Consultations in accordance with Article 13.3 (Consultations) shall be held promptly with a view to reaching a conclusion consistent with the objectives set forth in this Chapter. The Parties concerned shall give to the Joint Committee all the support and information needed.

7. With the exception of the right for consultations in accordance with paragraph 6, no Party shall have recourse to Chapter 13 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 9. TRADE AND SUSTAINABLE DEVELOPMENT

Article 9.1. Context and Objectives

1. The Parties recall the Stockholm Declaration on the Human Environment of 1972, the Rio Declaration on Environment and Development of 1992, Agenda 21 on Environment and Development of 1992, the Johannesburg Plan of Implementation on Sustainable Development of 2002, the ILO Declaration on Fundamental Principles and Rights at Work of 1998, as amended in 2022, the United Nations Economic and Social Council (ECOSOC) ministerial declaration on generating full and productive employment and decent work for all of 2006, the ILO Declaration on Social Justice for a Fair Globalization of 2008, as amended in 2022, the ILO Centenary Declaration for the Future of Work of 2019, the Rio+20 Outcome Document "The Future We Want" of 2012 and the UN 2030 Agenda for Sustainable Development of 2015.

2. The Parties shall promote sustainable development which encompasses economic development, social development and environmental protection, all three being interdependent and mutually reinforcing. They underline the benefit of cooperation on trade and investment related aspects of labour and environmental issues as part of a global approach to trade and sustainable development.

3. The Parties commit to promote the development of international trade and investment as well as their preferential economic relationship in a manner that is beneficial to all and that contributes to sustainable development.

Article 9.2. Right to Regulate and Levels of Protection

1. Recognising the right of each Party, subject to the provisions of this Agreement, to establish its own level of environmental and labour protection, and to adopt or modify accordingly its relevant domestic laws and regulations, policies and practices, each Party shall seek to ensure that its domestic laws and regulations, policies and practices provide for and encourage high levels of environmental and labour protection, consistent with standards, principles and agreements referred to in this Chapter. Each Party shall strive to further improve the level of protection provided for in those domestic laws and regulations, policies and practices.

2. When preparing and implementing measures related to the environment or labour conditions that affect trade or investment between them, the Parties shall take account of available scientific, technical and other information, and relevant international standards, guidelines and recommendations.

Article 9.3. Upholding Levels of Protection In the Application and Enforcement of Laws, Regulations or Standards

1. No Party shall fail to effectively enforce its environmental and labour laws, regulations or standards in a manner affecting trade or investment between the Parties.

2. No Party shall weaken or reduce the level of environmental or labour protection provided by its domestic laws, regulations or standards with the sole intention to seek a competitive trade advantage of producers or service providers operating in that Party or to otherwise encourage trade or investment.

3. No Party shall waive or otherwise derogate from, or offer to waive or otherwise derogate from, such domestic laws, regulations or standards in order to encourage investment from another Party or to seek a competitive trade advantage of producers or service providers operating in that Party.

Article 9.4. Procedural Guarantees

Each Party shall ensure that administrative and judicial proceedings comply with due process of law, are accessible and available in order to allow for timely actions against violations of its environmental or labour laws or regulations and provide for effective remedies.

Article 9.5. Public Participation, Awareness and Submissions

1. Each Party shall encourage public dialogue with and among non-state actors as regards the development of laws, regulations and policies covered by this Chapter.

2. Each Party shall promote public awareness of its laws, regulations and policies covered by this Chapter, as well as enforcement and compliance procedures, by ensuring the availability of information to stakeholders.

3. The Parties shall provide their stakeholders with the opportunity to share comments and make recommendations

regarding the implementation of this Chapter, in accordance with domestic procedures.

4. Each Party shall provide for the receipt and give due consideration to submissions from the public on matters related to this Chapter, including information regarding the Partyâs implementation of this Chapter. Each Party shall, in accordance with its domestic procedures, respond in writing and in a timely manner to such submissions.

Article 9.6. International Labour Standards and Agreements

1. The Parties commit to promote the development of international trade and investment in a way that is conducive to full and productive employment and decent work for all.

2. The Parties recall the obligations deriving from membership of the ILO, including the obligations in respect of the fundamental principles and rights at work as reflected in the ILO Declaration on Fundamental Principles and Rights at Work of 1998, as amended in 2022. They commit to respect, promote and realise the principles concerning the fundamental rights, namely:

(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 safe and healthy working environment.

3. The Parties recall the obligations deriving from membership of the ILO to effectively implement the ILO Conventions which they have ratified and to make continued and sustained efforts towards ratifying the fundamental ILO Conventions and related protocols, the governance Conventions as well as the other Conventions that are classified as âup to dateâ by the ILO.

4. The Parties recognise the importance of the strategic objectives of the ILO Decent Work Agenda, as reflected in the ILO Declaration on Social Justice for a Fair Globalization of 2008, as amended in 2022 (ILO Declaration on Social Justice for a Fair Globalization).

5. The Parties commit to:

(a) develop and enhance measures for social protection and decent working conditions for all, including with regard to social security, occupational safety and health, wages and earnings, working time and other conditions of work;

(b) promote social dialogue and tripartism; and

(c) build and maintain a well-functioning labour inspection system.

6. Each Party shall ensure that administrative and judicial proceedings are accessible and available in order to permit effective action to be taken against infringements of labour rights referred to in this Chapter.

7. The Parties reaffirm, as set out in the ILO Declaration on Social Justice for a Fair Globalization, that the violation of fundamental principles and rights at work shall not be invoked or otherwise used as a legitimate comparative advantage and that labour standards shall not be used for protectionist trade purposes.

Article 9.7. Inclusive Economic Development and Equal Opportunities for All

1. The Parties acknowledge the importance of incorporating a gender perspective in the promotion of inclusive economic development and that gender-responsive policies are key elements to enhance the participation of all in the economy and international trade in order to achieve sustainable economic growth.

2. The Parties reaffirm their commitment to implement in their domestic laws and regulations, policies and practices the international agreements pertaining to gender equality or non-discrimination to which they are a party.

Article 9.8. Multilateral Environmental Agreements and International Environmental Governance

1. The Parties recognise the importance of multilateral environmental agreements and international environmental governance as a response of the international community to global or regional environmental challenges and stress the

need to enhance the mutual supportiveness between trade and environment policies.

2. The Parties reaffirm their commitment to the effective implementation in their domestic laws and regulations, policies and practices of the multilateral environmental agreements to which they are a party, as well as their adherence to environmental principles reflected in the international instruments referred to in Article 9.1 (Context and Objectives).

Article 9.9. Sustainable Forest Management and Associated Trade

1. The Parties recognise the importance of ensuring conservation and sustainable management of forests and related ecosystems with the objective to reduce greenhouse gas emissions and biodiversity loss resulting from deforestation and forest degradation, including from land use and land-use change for agricultural and mining activities.

Pursuant to paragraph 1, the Parties commit to:

(a) ensure effective forest law enforcement and governance;

(b) promote trade in products that derive from sustainably managed forests and related ecosystems;

(c) implement measures to combat illegal logging and promote the development and use of timber legality assurance instruments to ensure that only legally sourced timber is traded between the Parties;

(d) promote the effective use of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) with particular tegard to timber species; and

(e) cooperate on issues pertaining to conservation and sustainable management of forests, mangroves and peatlands where relevant through existing bilateral arrangements if applicable and in the relevant multilateral fora in which they participate, in particular through the United Nations collaborative initiative on Reducing Emissions from Deforestation and Forest Degradation (REDD+) as encouraged by the Paris Agreement of 2015 (Paris Agreement).

Article 9.10. Trade and Climate Change

1. The Parties recognise the importance of pursuing the objectives of the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement in order to address the urgent threat of climate change and the role of trade and investment in pursuing these objectives.

2. Pursuant to paragraph 1, the Parties commit to:

(a) effectively implement the UNFCCC and the Paris Agreement;

(b) promote the contribution of trade and investment to the transition to a low- carbon-economy and to climate-resilient development; and

(c) cooperate bilaterally, regionally and in international fora, as appropriate, on trade-related climate change issues.

Article 9.11. Trade and Biological Diversity

1. The Parties recognise the importance of the conservation and sustainable use of biological diversity, and the role of trade in pursuing these objectives.

2. Pursuant to paragraph 1, the Parties commit to:

(a) promote the inclusion of animal and plant species in the appendices to CITES where a species is threatened or may be threatened with extinction;

(b) implement effective measures to combat transnational organised wildlife crime throughout the entire value chain, including with respect to non- parties;

(c) enhance efforts to prevent or control the introduction and spread of invasive alien species, in connection with trade activities; and

(d) cooperate, where applicable, on issues concerning trade and the conservation and sustainable use of biological diversity, including initiatives to reduce demand for illegal wildlife products.

Article 9.12. Trade and Sustainable Management of Fisheries and Aquaculture

1. The Parties recognise the importance of ensuring the conservation and sustainable management of living marine resources and marine ecosystems and the role of trade in pursuing these objectives.

2. Pursuant to paragraph 1, the Parties commit to:

(a) implement comprehensive, effective and transparent policies and measures to combat illegal, unreported and unregulated (IUU) fishing and aim to prevent IUU products from trade flows;

(b) effectively implement in their domestic laws, regulations, policies and practices the international agreements to which they are a party;

(c) promote the use of relevant international guidelines including the FAO Voluntary Guidelines for Catch Documentation Schemes;

(d) cooperate bilaterally and in relevant international fora in the fight against IUU fishing by, inter alia, facilitating the exchange of information on IUU fishing activities;

(e) the fulfilment of the objectives set out in the 2030 Agenda for Sustainable Development regarding fisheries subsidies, including by prohibiting certain forms of fisheries subsidies which contribute to overfishing and overcapacity and eliminate subsidies that contribute to IUU fishing; and

(f) promote the development of sustainable and responsible aquaculture.

Article 9.13. Trade and Sustainable Agriculture and Food Systems

1. The Parties recognise the importance of sustainable agriculture and food systems and the role of trade in achieving this objective. The Parties reiterate their shared commitment to achieve the 2030 Agenda for Sustainable Development and its Sustainable Development Goals.

2. Pursuant to paragraph 1, the Parties commit to:

(a) promote sustainable agriculture and associated trade;

(b) promote sustainable food systems; and

(c) cooperate, as appropriate, on issues concerning trade and sustainable agriculture and food systems, including through exchanging information, experience and good practices, conducting a dialogue on their respective priorities, and reporting on progress made in achieving sustainable agriculture and food systems.

Article 9.14. Promotion of Trade and Investment Favouring Sustainable Development

1. The Parties recognise the important role of trade and investment in promoting sustainable development in all its dimensions.

2. Pursuant to paragraph 1, the Parties undertake to:

(a) promote and facilitate foreign investment, trade in and dissemination of goods and services that contribute to sustainable development, including those subject to ecological, fair or ethical trade schemes;

(b) promote the development and use of sustainability certification schemes that enhance transparency and traceability throughout the supply chain;

(c) address non-tariff barriers to trade in goods and services that contribute to sustainable development;

(d) promote the contribution of trade and investment towards a resource efficient and circular economy;

(e) promote sustainable procurement practices; and

(f) encourage cooperation between enterprises in relation to goods, services and technologies that contribute to sustainable development.

Article 9.15. Responsible Business Conduct

The Parties commit to promote responsible business conduct, including by encouraging relevant practices such as

responsible management of supply chains by businesses. In this regard, the Parties acknowledge the importance of internationally recognised principles and guidelines, such as the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, the UN Global Compact and the UN Guiding Principles on Business and Human Rights.

Article 9.16. Cooperation

1. The Parties shall strive to strengthen their cooperation on trade and investment related labour and environmental issues of mutual interest referred to in this Chapter bilaterally as well as in the international fora in which they participate.

2. Each Party may, as appropriate, invite the participation of social partners or other relevant stakeholders in identifying possible areas of cooperation.

Article 9.17. Implementation and Consultations

1. The Parties, shall, upon the entry into force of this Agreement, designate a contact point for the implementation of this Chapter.

2. A Party may, through the contact points referred to in paragraph 1, request consultations with another Party regarding any matter arising under this Chapter. The consultations shall take place in the Joint Committee. The Parties concerned shall make every attempt to reach a mutually satisfactory resolution of the matter and may seek advice from relevant organisations, bodies or experts.

3. The Parties may have recourse to Articles 13.2 (Good Offices, Conciliation or Mediation) and 13.3 (Consultation).

4. No Party shall have recourse to arbitration under Chapter 13 (Dispute Settlement) for matters arising under this Chapter.

5. The Parties shall provide their stakeholders with the opportunity to share comments and make recommendations regarding the implementation of this Chapter.

Article 9.18. Panel of Experts

1. If the Parties concerned fail to reach a mutually satisfactory resolution of a matter arising under this Chapter through consultations under Article 13.3 (Consultations), a Party concerned may request the establishment of a panel of experts. Articles 13.4 (Establishment of Arbitration Panel) and 13.5 (Procedures of the Arbitration Panel) shall apply mutatis mutandis, except as otherwise provided for in this Article.

2. Each panellist shall:

(a) have relevant expertise in law, including international trade law, international labour law or international environmental law and other matters covered by this Chapter;

(b) be independent of, and not be affiliated with or take instructions from a Party,

(c) serve in their individual capacities and shall not take instructions from any organisation or government with regard to issues related to the disagreement;

(d) be chosen strictly on the basis of objectivity and reliability.

3. The panel of experts should seek information or advice from a Party concerned, relevant international organisations or bodies. Any information obtained shall be submitted to the Parties concerned for their comments.

4. The panel of experts shall submit an initial report containing its findings and recommendations to the Parties concerned within 90 days from the establishment of the panel of experts. A Party concerned may submit written comments to the panel of experts on its initial report within 14 days from the receipt of the report. After considering any such written comments, the panel of experts may modify the initial report and make any further examination it considers appropriate. The panel of experts shall present to the Parties concerned a final report within 30 days from the receipt of the initial report. The final report shall be made public.

5. The Parties concerned shall discuss appropriate measures to implement the final report of the panel of experts. Such measures shall be communicated to the other Parties within three months from the issuance of the final report and shall be monitored by the Joint Committee.

6. Any time period for the purposes of this Article may be modified by mutual agreement of the Parties concerned.

7. When a panel of experts considers that it cannot comply with a timeframe imposed on it for the purposes of this Article, it shall notify the Parties concerned and the Joint Committee in writing stating the reasons for the delay and provide an estimate of the additional time required. Any additional time should not exceed 30 days.

8. The costs of the panel of experts shall be borne by the Parties concerned in equal shares. Each Party concerned shall bear its own legal and other costs incurred in relation to the panel of experts. The panel of experts may decide that the costs be distributed differently taking into account the particular circumstances of the case.

9. Where a procedural question arises, the panel of experts may, after consultation with the Parties concerned, adopt an appropriate procedure.

Article 9.19. Review

This Chapter shall be subject to periodic review within the framework of the Joint Committee, taking into account the Partiesâ respective participatory processes and institutions. The Parties shall discuss progress achieved in pursuing the objectives set out in this Chapter and consider relevant international developments in order to identify areas where further action could promote these objectives.

Chapter 10. SMALL AND MEDIUM-SIZED ENTERPRISES

Article 10.1. General Provisions

1. The Parties recognise that small and medium-sized enterprises, including micro-sized enterprises (SMEs), contribute significantly to economic growth, employment creation, and innovation.

2. The Parties recognise that non-tariff barriers represent a challenge to the competitiveness of SMEs.

3. The Parties recognise that, in addition to this Chapter, there are other provisions in this Agreement that may be particularly beneficial to SMEs.

4. The Parties seek to promote dialogue and information sharing in order to enhance the ability of SMEs to benefit from the opportunities arising from this Agreement.

Article 10.2. Information Sharing and Transparency

1. Each Party shall make information regarding this Agreement freely available on a publicly accessible website for topics related to SMEs, including:

(a) the text of this Agreement, including its Annexes and Appendices;

(b) a summary of this Agreement;

(c) any information on specific provisions in this Agreement the Party considers as useful for SMEs; and

(d) links to:

(i) the corresponding websites of the other Parties; and

(ii) websites of the Party's own government agencies, authorities and non-governmental entities that provide information the Party considers as useful to any SME interested in trading, investing or doing business in the territory of the Parties.

2. The information in subparagraph 1(d) (ii) shall include:

(a) trade procedures informing interested parties of the practical steps for the import, export and transit of goods;

(b) technical regulations, standards, and measures related to importation and exportation;

(c) sanitary and phytosanitary measures relating to importation and exportation;

(d) a database containing government procurement notices;

(e) company registration procedures; and

(f) descriptions of:

(i) regulations and procedures on intellectual property rights, including geographical indications;

(ii) rules on government procurement; and

(iii) employment regulations, including, where applicable, collective bargaining agreements and their registration procedures.

3. Each Party shall endeavour, as far as practicable in English, to include one or several links on the website in accordance with paragraph 1 to databases which are electronically searchable and include the following information with respect to access to its market:

(a) rates of customs duties and quotas, including MFN rates, rates concerning non-MFN countries and preferential rates;

(b) excise duties;

(c) value added taxes / sales taxes; and

(d) customs or other fees, including other product-specific fees.

4. Each Party shall ensure that the information and links referred to in paragraphs 1 to 3 that it maintains on its website are up-to-date and accurate.

5. Each Party shall make the information provided under paragraphs 1 and 2 available in English.

Article 10.3. SMEs Contact Points and Cooperation

1. The Parties recognise the importance of cooperating to reduce barriers to the access of SMEs to their respective markets.

2. Cooperation between the Parties shall mainly take the form of exchange of information and dialogue on issues of mutual interest and shall be channelled through SMEs contact points.

3. To this end, each Party shall, upon entry into force of this Agreement, promptly designate a SMEs contact point and notify the other Parties of the contact details as well as, thereafter, of any changes to its SMEs contact point.

4. Taking into account the specific needs of SMEs in the implementation of this Agreement, the SMEs contact points shall seek to:

(a) exchange information related to SMEs, including any matter brought to their attention by SMEs in their trade and investment activities with another Party such as non-tariff measures adversely affecting trade outcomes;

(b) cooperate to develop digital windows that facilitate the efforts of SMEs to establish operations in another Party;

(c) exchange information related to the participation of SMEs in e-commerce, with a view to assisting SMEs to take advantage of the opportunities arising from this Agreement;

(d) promote awareness, understanding, and effective use of the Partiesâ intellectual property systems among SMEs;

(e) recommend any additional information that the Parties may publish pursuant to Article 10.2 (Information Sharing and Transparency); and

(f) consider any other matters of interest to SMEs.

5. Any Party may raise matters arising under this Chapter in the Joint Committee. 6. In carrying out their activities, the SMEs contact points may cooperate with experts, external organisations and relevant stakeholders, as appropriate.

Article 10.4. Dispute Settlement

No Party shall have recourse to Chapter 13 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 11. COOPERATION

Article 11.1. Objectives and Scope

The Parties declare their readiness to foster trade and economic cooperation in order to facilitate the implementation of the overall objectives of this Agreement, in particular to enhance trading and investment opportunities arising from this Agreement and contribute to sustainable development.

Article 11.2. Methods and Means

1. Cooperation and technical assistance provided by the EFTA States for the implementation of this Chapter shall be carried out through programmes administered by the EFTA Secretariat.

2. Means of cooperation and technical assistance may include:

(a) exchange of information, including through facilitating contacts between relevant institutions;

(b) implementation of joint actions such as seminars and workshops; and

(c) technical and administrative assistance.

Article 11.3. Fields of Cooperation

Cooperation and technical assistance may cover any topics jointly identified by the Parties that may serve to enhance the Parties' and their economic operators' capacities to benefit from trade and investment opportunities, including:

(a) promotion and facilitation of trade in goods and services between the Parties, and promotion of market opportunities, in particular for SMEs;

(b) customs and origin matters, including vocational training in the customs field;

(c) technical regulations including conformity assessment procedures, sanitary and phytosanitary measures and standardisation;

(d) regulatory assistance and implementation of laws in areas such as intellectual property rights and government procurement; and

(e) regulatory assistance and implementation of domestic laws and regulations concerning trade related aspects of labour and environment issues.

Article 11.4. Dispute Settlement

No Party shall have recourse to Chapter 13 (Dispute Settlement) for any matter arising under this Chapter

Article 11.5. Contact Points

The Parties shall exchange names and addresses of designated contact points for matters pertaining to the implementation of this Chapter.

Chapter 12. INSTITUTIONAL PROVISIONS

Article 12.1. The Joint Committee

1. The Parties hereby establish the Ukraine-EFTA Joint Committee. It shall be composed of representatives of the Parties, which shall be headed by Ministers or by senior officials delegated by them for this purpose.

2. The Joint Committee shall:

(a) supervise and review the implementation of this Agreement, inter alia by means of a comprehensive review of the application of the provisions of this Agreement, with due regard to any specific reviews provided for in this Agreement;

(b) keep under review the possibility of further removal of barriers to trade and other restrictive measures concerning trade between Ukraine and the EFTA States;

(c) oversee the further development of this Agreement;

(d) supervise the work of all sub-committees and working groups established under this Agreement;

(e) endeavour to resolve disputes that may arise regarding the interpretation or application of this Agreement; and

(f) consider any other matter that may affect the operation of this Agreement.

3. The Joint Committee may decide to set up such sub-committees and working groups as it considers necessary to assist it in accomplishing its tasks. Except where otherwise provided for in this Agreement, the sub-committees and working groups shall work under a mandate established by the Joint Committee.

4. The Joint Committee shall take decisions as provided for in this Agreement, and may make recommendations, by consensus.

5. The Joint Committee shall meet within two years of the entry into force of this Agreement. Thereafter, it shall meet whenever necessary upon mutual agreement but normally every two years. Its meetings shall be chaired jointly by Ukraine and one of the EFTA States. The Joint Committee shall establish its rules of procedure.

6. Each Party may request at any time, through a notice in writing to the other Parties, that a special meeting of the Joint Committee be held. Such a meeting shall take place within 30 days of receipt of the request, unless the Parties agree otherwise.

7. The Joint Committee may decide to amend the Annexes and Protocols to this Agreement. Such amendment shall enter into force as set forth in the amending decision taken by the Joint Committee.

Chapter 13. DISPUTE SETTLEMENT

Article 13.1. Scope and Coverage

1. The provisions of this Chapter shall apply with respect to the settlement of any disputes concerning the interpretation or application of this Agreement, except as otherwise provided in this Agreement.

2. Disputes regarding the same matter arising under both this Agreement and the WTO Agreement may be settled in either forum at the discretion of the complaining Party. (10) The forum thus selected shall be used to the exclusion of the other.

(10) In this Chapter, the terms “Party”, “party to the dispute”, “complaining Party” and “Party complained against” can denote one or more Parties

3. For purposes of paragraph 2, dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Partyâs request for the establishment of a panel under Article 6 of the WTO Dispute Settlement Understanding, whereas dispute settlement proceedings under this Agreement are deemed to be initiated upon a request for arbitration pursuant to paragraph 1 of Article 13.4 (Establishment of Arbitration Panel).

4. Before a Party initiates dispute settlement proceedings under the WTO Agreement against another Party, that Party shall notify all other Parties of its intention.

Article 13.2. Good Offices, Conciliation or Mediation

1. Good offices, conciliation and mediation are procedures that are undertaken voluntarily if the Parties so agree. They may begin and be terminated at any time. They may continue while procedures of an arbitration panel established in accordance with this Chapter are in progress.

2. Proceedings involving good offices, conciliation and mediation shall be confidential and without prejudice to the Partiesâ rights in any other proceedings.

Article 13.3. Consultations

1. 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 consultations to reach a mutually satisfactory resolution of any matter raised in accordance with this Article.

2. A Party may request in writing consultations with another Party if it considers that a measure or other matter is inconsistent with this Agreement. The Party requesting consultations shall at the same time notify the other Parties in writing thereof. The Party to which the request is made shall reply to the request within ten days after the receipt.

Consultations shall take place in the Joint Committee unless the Parties making and receiving the request for consultations agree otherwise.

3. Consultations shall commence within 30 days from the receipt of the request for consultations. Consultations on urgent matters, including those on perishable goods, shall commence within 15 days from the receipt of the request for consultations. If the Party to which the request is made does not reply within ten days or does not enter into consultations within 30 days from the receipt of the request for consultations, or within 15 days for urgent matters, the Party making the request is entitled to request the establishment of an arbitration panel in accordance with Article 13.4 (Establishment of Arbitration Panel).

4. The parties to the dispute shall provide sufficient information to enable a full examination of how the measure or other matter is inconsistent with this Agreement and treat any confidential or proprietary information exchanged in the course of consultations in the same manner as the Party providing the information.

5. The consultations shall be confidential and without prejudice to the rights of the Parties in any further proceedings.

6. The parties to the dispute shall inform the other Parties of any mutually agreed resolution of the matter.

Article 13.4. Establishment of Arbitration Panel

1. If the consultations referred to in Article 13.3 (Consultations) fail to settle a dispute within 60 days, or 30 days in relation to urgent matters, including those on perishable goods, after the receipt of the request for consultations by the Party complained against, it may be referred to an arbitration panel by means of a written request from the complaining Party to the Party complained against. A copy of this request shall be communicated to the other Parties so that they may determine whether to participate in the dispute.

2. The request for arbitration shall identify the specific measure or other matter at issue and provide a brief summary of the legal basis of the complaint.

3. The arbitration panel shall comprise three members who shall be nominated in accordance with the âOptional Rules for Arbitrating Disputes between Two States of the Permanent Court of Arbitrationâ, effective 20 October 1992 (the Optional Rules). The date of establishment of the arbitration panel shall be the date on which the Chairperson is appointed.

4. Unless the parties to the dispute otherwise agree within 20 days from the date of receipt of the request for the establishment of the arbitration panel, the terms of reference for the arbitration panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 13.4 (Establishment of Arbitration Panel) and to make findings of law and fact together with the reasons therefor, as well as recommendations, if any, for the resolution of the dispute and the implementation of the ruling."

5. Where more than one Party requests the establishment of an arbitration panel relating to the same matter or where the request involves more than one defending Party, and whenever feasible, a single arbitration panel should be established to examine complaints relating to the same matter.

6. A Party which is not a party to the dispute shall be entitled, on delivery ofa written notice to the parties to the dispute, to make written submissions to the arbitration panel, receive written submissions, including annexes, from the parties to the dispute, attend hearings and make oral statements.

Article 13.5. Procedures of the Arbitration Panel

1. Unless otherwise specified in this Agreement or agreed between the parties to the dispute, the procedures of the arbitration panel shall be governed by the Optional Rules.

2. The arbitration panel shall examine the matter referred to it in the request for the establishment of an arbitration panel in the light of the relevant provisions of this Agreement interpreted in accordance with rules of interpretation of public international law.

3. Unless the parties to the dispute agree otherwise, the hearings of the arbitration panel shall take place in Geneva. The language of any proceeding shall be English. The hearings of the arbitration panel shall be open to the public unless the parties to the dispute agree otherwise.

4. There shall be no ex parte communications with the arbitration panel concerning matters under its consideration.

5. A Partyâs written submissions, written versions of oral statements and responses to questions put by an arbitration panel, shall, at the same time as it is submitted to the arbitration panel, be transmitted by that Party to the other party to the dispute and any other Party that has delivered a notice pursuant to paragraph 6 of Article 13.4 (Establishment of Arbitration Panel).

6. The Parties shall treat as confidential the information submitted by any other Party to the arbitration panel which that Party has designated as confidential.

7. Decisions of the arbitration panel shall be taken by a majority of its members. Any member may furnish separate opinions on matters not unanimously agreed. The arbitration panel may not disclose which members are associated with majority or minority opinions.

Article 13.6. Arbitration Panel Reports

1. The arbitration panel should, as a general rule, submit an initial report containing its findings and ruling to the parties to the dispute not later than 90 days from the establishment of the arbitration panel. In no case should it do so later than five months from this date. A party to the dispute may submit written comments to the arbitration panel on its initial report within 14 days of receipt of the report. The arbitration panel shall present to the parties to the dispute a final report within 30 days of their receipt of the initial report.

2. The final report, as well as any ruling under Articles 13.8 (Implementation of Final Report) and 13.9 (Compensation and Suspension of Benefits), shall be communicated to the Parties. The reports shall be made public, unless the parties to the dispute decide otherwise.

3. Any tuling of the arbitration panel under any provision of this Chapter shall be final and binding upon the parties to the dispute.

Article 13.7. Suspension or Termination of Arbitration Panel Proceedings

1. Where the parties to the dispute agree, an arbitration panel may suspend its work at any time for a period not exceeding twelve months. If the work of an arbitration panel has been suspended for more than twelve months, the arbitration panelâs authority for considering the dispute shall lapse unless the parties to the dispute agree otherwise.

2. A complaining Party may withdraw its complaint at any time before the final report has been issued. Such withdrawal is without prejudice to its right to introduce a new complaint regarding the same issue at a later point in time.

3. The parties to the dispute may agree at any time to terminate the proceedings of an arbitration panel established under this Agreement by jointly notifying the Chairperson of that arbitration panel.

4. An arbitration panel may, at any stage of the proceedings prior to release of the final report, propose that the parties to the dispute seek to settle the dispute amicably.

Article 13.8. Implementation of Final Report

1. The Party concerned shall promptly comply with the ruling of the arbitration panel. If it is impracticable to comply immediately, the parties to the dispute shall endeavour to agree on a reasonable period of time to do so. In the absence of such agreement within 30 days from the date of the issuance of the final report, a party to the dispute may request the original arbitration panel to determine the length of the reasonable period of time, in light of the particular circumstances of the case. The ruling of the arbitration panel should be given within 30 days from that request.

2. The party to the dispute concerned shall notify the other party to the dispute of the measure adopted in order to comply with the ruling of the arbitration panel, as well as provide a detailed description of how the measure ensures compliance sufficient to allow the other party to the dispute to assess the measure.

3. In case of disagreement as to the existence of a measure complying with the ruling of the arbitration panel or to the consistency of that measure with the ruling of the arbitration panel, such dispute shall be decided by the same arbitration panel before compensation can be sought or suspension of benefits can be applied in accordance with Article 13.9 (Compensation and Suspension of Benefits). The ruling of the arbitration panel shall normally be rendered within 90 days.

Article 13.9. Compensation and Suspension of Benefits

1. If the Party concerned fails to properly comply with the ruling in the final report within a reasonable period of time as provided for in paragraph 1 of Article 13.8 (Implementation of Final Report), that Party shall, if so requested by the complaining Party, enter into consultations with a view to agreeing on a mutually acceptable compensation. If no such agreement has been reached within 20 days from the request, the complaining Party shall be entitled to suspend the application of benefits granted under this Agreement but only equivalent to those affected by the measure or matter that the arbitration panel has found to be inconsistent with this Agreement.

2. In considering what benefits to suspend, the complaining Party should first seek to suspend benefits in the same sector or sectors as that affected by the measure or matter that the arbitration panel has found to be inconsistent with this Agreement. The complaining Party that considers it is not practicable or effective to suspend benefits in the same sector or sectors may suspend benefits in other sectors.

3. The complaining Party shall notify the other party to the dispute of the benefits which it intends to suspend, the grounds for such suspension and when suspension will commence, no later than 30 days before the date on which the suspension is due to take effect. Within 15 days from that notification, the Party complained against may request the original arbitration panel to rule on whether the benefits which the complaining Party intends to suspend are equivalent to those affected by the measure found to be inconsistent with this Agreement, and whether the proposed suspension is in accordance with paragraphs 1 and 2. The ruling of the arbitration panel shall be given within 45 days from that request. Benefits shall not be suspended until the arbitration panel has issued its ruling.

4. Compensation and suspension of benefits shall be temporary measures and shall only be applied by the complaining Party until the measure or matter found to be inconsistent with this Agreement has been withdrawn or amended so as to bring it into conformity with this Agreement, or until the parties to the dispute have resolved the dispute otherwise.

5. At the request of a party to the dispute, the original arbitration panel shall rule on the conformity with the final report of any implementing measures adopted after the suspension of benefits and, in light of such ruling, whether the suspension of benefits should be terminated or modified. The ruling of the arbitration panel shall be given within 30 days from the date of that request.

Article 13.10. Other Provisions

1. Whenever possible, the arbitration panel referred to in Articles 13.8 (Implementation of Final Report) and 13.9 (Compensation and Suspension of Benefits) shall comprise the same panellists who issued the final report. Ifa member of the original arbitration panel is unavailable, the appointment of a replacement panellist shall be conducted in accordance with the selection procedure for the original panellist.

2. Any time period mentioned in this Chapter may be modified by mutual agreement of the Parties involved.

Chapter 14. FINAL PROVISIONS

Article 14.1. Fulfilment of Obligations

The Parties shall take any general or specific measures required to fulfil their obligations under this Agreement.

Article 14.2. Annexes, Protocols and Appendices

The Annexes and Protocols to this Agreement, including their Appendices, are an integral part thereof.

Article 14.3. Amendments

1. The Parties may agree on any amendment to this Agreement. Amendments to this Agreement other than those referred to in paragraph 7 of Article 12.1 (The Joint Committee) shall, after consideration by the Joint Committee, be submitted to the Parties for ratification, acceptance or approval.

2. Unless otherwise agreed by the Parties, amendments shall enter into force on the first day of the third month following the deposit of the last instrument of ratification, acceptance or approval.

3. The text of the amendments as well as the instruments of ratification, acceptance or approval shall be deposited with the Depositary.

Article 14.4. Accession

1. Any State, becoming a Member of the EFTA, may accede to this Agreement, provided that the Joint Committee approves its accession, on terms and conditions to be agreed upon by the Parties. The instrument of accession shall be deposited with the Depositary.

2. In relation to an acceding State, this Agreement shall enter into force on the first day of the third month following the deposit of its instrument of accession, or the approval of the terms of accession by the existing Parties, whichever is later.

Article 14.5. Withdrawal and Expiration

1. Each Party may withdraw from this Agreement by means of a written notification to the Depositary. The withdrawal shall take effect six months after the date on which the notification is received by the Depositary.

2. If Ukraine withdraws, this Agreement shall expire when its withdrawal becomes effective.

3. Any EFTA State which withdraws from the Convention establishing the European Free Trade Association shall, ipso facto on the same day as the withdrawal takes effect, cease to be a Party to this Agreement.

Article 14.6. Entry Into Force

1. This Agreement is subject to ratification, acceptance or approval in accordance with the respective domestic legal requirements of the Parties. The instruments of ratification, acceptance or approval shall be deposited with the Depositary.

2. This Agreement shall enter into force on the first day of the third month following the date on which Ukraine and at least one EFTA State have deposited their instruments of ratification, acceptance or approval with the Depositary.

3. In relation to an EFTA State depositing its instrument of ratification, acceptance or approval after this Agreement has entered into force, this Agreement shall enter into force on the first day of the third month following the deposit of its instrument of ratification, acceptance or approval.

4. This Agreement shall, upon its entry into force between an EFTA State and Ukraine, replace the Free Trade Agreement between the EFTA States and Ukraine signed on 24 June 2010, its integral parts, and Joint Committee Decisions in relation to those Parties.

Article 14.7. Depositary

The Government of Norway shall act as depositary.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

Done at Kyiv, this 8 day of April 2025, in one original. The Depositary shall transmit certified copies to all the Parties.

For Iceland

For Ukraine

For the Principality of Liechtenstein

For the Kingdom of Norway

For the Swiss Confederation

ANNEX XI REFERRED TO IN ARTICLE 5.11 . RESERVATIONS

APPENDIX 1 . RESERVATIONS BY UKRAINE

Sector: Agriculture

Sub-sector: Land ownership for agricultural purposes.

Legal source or authority of the measure: Land Code of Ukraine dated 25.10.2001 Ne 2768-III.

Succinct description of the measure:

Foreign citizens and stateless persons are not entitled:

(i) to acquire ownership of land intended for agricultural purposes;

(ii) to free acquisition of land that is in state and municipal property;

(iii) to privatise land that was previously transferred them for use.

Purpose or motivation of the measure:

Agricultural policy considerations and food security.

APPENDIX 2 . RESERVATIONS BY ICELAND

Sector: All sectors

Sub-sector:

Legal source or authority of the measure:

Law No. 138/1994 Respecting Private Limited Companies, Law No. 2/1995 Respecting Public Limited Companies, Law No. 34/1991 on Investment by Non- Residents in Business Enterprises.

Succinct description of the measure:

The majority of the founders of a private limited company or a public limited company must either be resident in Iceland, in another member state of the European Economic Area, in another member state of the European Free Trade Association or in the Faroe Islands. The Minister of Commerce can _ grant exemptions from these restrictions.

The manager(s) and at least half the board of directors of a private limited company or a public limited company must either be resident in Iceland, in another member state of the European Economic Area, in another member state of the European Free Trade Association or in the Faroe Islands. The Minister of Commerce can grant exemptions from these restrictions.

Purpose or motivation of the measure:

To secure that the legal venue of the majority of the board of directors and managers is within Icelandic jurisdiction.

Sector: All sectors

Sub-sector:

Legal source or authority of the measure:

Law No. 19/1966 on the Right to Own and Use Real Estate, Law No. 34/1991 on Investment by Non-Residents in Business Enterprises.

Succinct description of the measure:

Only Icelandic citizens and Icelandic legal entities and citizens and legal entities from another member state of the European Economic Area, another member state of the European Free Trade Association or from the Faroe Islands are allowed to own real estate in Iceland unless the ownership and use is linked to an investment in real estate pertaining to the business activity of the investor. The same applies to the hiring ofa real estate if the duration of the lease lasts for more than three years. These restrictions do not apply to a non-EEA citizen who has been residing in Iceland for at least five years. The Minister of Justice can grant exemptions from these restrictions.

Purpose or motivation of the measure:

Fluctuations in real estate prices due to possible excess foreign demand can adversely affect the domestic market for housing and summer houses (secondary homes).

Sector: Fisheries

Sub-sector: Fishing, whaling

Legal source or authority of the measure:

Law No. 22/1998 on the Fishing and Fish processing of Foreign Vessels in Iceland's Economic Zone, Law No. 34/1991 on Investment by Non-Residents in Business Enterprises, Law No. 26/1949 on Whaling.

Succinct description of the measure:

Only the following may conduct fishing operations within the Icelandic fisheries jurisdiction:

(a) Icelandic citizens and other Icelandic persons.

(b) Icelandic legal persons which are wholly owned by Icelandic persons or Icelandic legal persons which:

(i) are controlled by Icelandic entities;

(ii) are not under more than 25% ownership of foreign residents calculated on the basis of share capital or initial capital. However, if the share of an Icelandic legal person in a legal person conducting fishing operations in the Icelandic fisheries jurisdiction or fish processing in Iceland is not above 5%, the share of the foreign resident may be up to 33%;

(iii) are in other respects under the ownership of Icelandic citizens or Icelandic legal persons controlled by Icelandic persons.

Purpose or motivation of the measure:

The relative economic importance of the fishing industry for Iceland, with fish and fish products constituting around half of the countryâs foreign earnings, as well as Icelandâs determination to maintain a sustainable yield from its fishing stocks. The control and surveillance regarding the preservation of Icelandic fish stocks needs to be under Icelandic jurisdiction.

Sector: Fisheries

Sub-sector: Fish Processing

Legal source or authority of the measure: Law No. 34/1991 on Investment by Non-Residents in Business Enterprises.

Succinct description of the measure:

Only the following may own or run enterprises engaged in fish processing in Iceland:

(a) Icelandic citizens and other Icelandic persons.

(b) Icelandic legal persons which are wholly owned by Icelandic persons or Icelandic legal persons which:

(i) are controlled by Icelandic entities;

(ii) are not under more than 25% ownership of foreign residents calculated on the basis of share capital or initial capital. However, if the share of an Icelandic legal person in a legal person conducting fishing operations in the Icelandic fisheries jurisdiction or fish processing in Iceland is not above 5%, the share of the foreign resident may be up to 33%;

(iii) are in other respects under the ownership of Icelandic citizens or Icelandic legal persons controlled by Icelandic persons.

Fish processing in this context is freezing, salting, drying and any other process used to initially preserve fish and fish products, including melting and meal processing. This reservation does not apply to secondary fish processing.

Purpose or motivation of the measure:

The reservation on fish processing is an integral part of retaining control in the field of fishing and whaling. The relative economic importance of the fishing industry for Iceland, with fish and fish products constituting around half of the countryâs foreign earnings, as well as Icelandâs determination to maintain a sustained yield from its fishing stocks. The control and surveillance regarding the preservation of Icelandic fish stocks needs to be under Icelandic jurisdiction.

Sector: Fisheries

Subsector: Fish Auctioning

Legal source or authority of the measure: Law No. 79/2005 on the Auctioning of Fish

Succinct description of the measure:

Only Icelandic citizens and Icelandic legal entities and citizens and legal entities from another member state of the European

Economic Area, from another member state of the European Free Trade Association or from the Faroe Islands are allowed to own and manage enterprises engaged in fish auctioning in Iceland.

Purpose or motivation of the measure:

The reservation on fish auctioning is an integral part of retaining control in the field of fishing and whaling. The relative economic importance of the fishing industry for Iceland, with fish and fish products constituting around half of the countryâs foreign earnings, as well as Icelandâs determination to maintain a sustained yield from its fishing stocks. The control and surveillance regarding the preservation of Icelandic fish stocks needs to be under Icelandic jurisdiction.

Sector: Energy

Sub-sector: Energy production and distribution

Legal source or authority of the measure: Law No. 34/1991 on Investment by Non-Residents in Business Enterprises

Succinct description of the measure:

Only Icelandic citizens and legal entities, and citizens and legal entities from another member state of the European Economic Area, from another member state of the European Free Trade Association or from the Faroe Islands, can own the right to harness hydroelectric and geothermal power other than for own personal home use. The same applies to investment in enterprises engaged in power production and power distribution.

Purpose or Motivation of the Measure:

Apart from the fish stock, hydroelectric power and geothermal power are Icelandâs most important natural resources. Their utilisation needs to be centrally administered through licensing and co-generation agreements. The power production and power distribution are public utilities which to a large degree operate as public monopolies.

APPENDIX 3 . RESERVATIONS BY LIECHTENSTEIN

Sector: All sectors

Sub-sector:

Legal source or authority of the measure:

Gewerbegesetz (Act on Commercial Law) of 10 December 1969, LR (Systematic Collection of Liechtenstein Law) 930.1, and relevant laws as mentioned in Article 2, paragraph 1 of that Act, as well as relevant Parliament or Government decisions.

Succinct description of the measure:

The establishment of a commercial presence by a juridical person (including branches) is subject to the requirement that no objection for reasons of national economy is made (balanced proportion of national and foreign capital; balanced ratio of foreigners in comparison with the number of resident population; balanced ratio of total number of jobs in the economy in comparison with the number of the resident population; balanced geographic situation; balanced development of the national economy, between and within the sectors).

Purpose or motivation of the measure:

To ensure a balanced development of the national economy taking into account the specific geographic situation of the country, its limited resources and the small labour market.

Sector: All sectors

Sub-sector:

Legal source or authority of the measure:

Gewerbegesetz (Commercial Law Act) of 10 December 1969, LR 930.1; Personen- und Gesellschaftsrecht (Company Law) of 20 January 1926, LR 216.0.

Succinct description of the measure:

The establishment of a commercial presence by an individual is subject to the requirement of prior tesidence during a certain period of time and of permanent domicile in Liechtenstein.

The establishment of a commercial presence by a juridical person (including branches) is subject to the following requirements: At least one of the managers has to fulfill the requirements of prior residence during a certain period of time and of permanent domicile in Liechtenstein. The majority of the administrators (authorized to manage and represent the juridical person) must be residents in Liechtenstein and have either to be Liechtenstein citizens or have prior residence during a certain period of time in Liechtenstein. The general and the limited partnership have to fulfill the same conditions as corporations with limited liability (juridical person). In addition the majority of the associates have to be Liechtenstein citizens or to have prior residence during a certain period of time in Liechtenstein.

The Liechtenstein company law does not prohibit joint stock companies from foreseeing in their articles of incorporation the preclusion or limitation of the transfer of registered shares.

Purpose or motivation of the measure:

To facilitate judicial proceedings.

Sector: All sectors

Subsector:

Legal source or authority of the measure: Agreement on the European Economic Area of 2 May 1992 (EEA Agreement).

Succinct description of the measure:

Treatment accorded to subsidiaries of third-country companies formed in accordance with the law of an EEA Member State and having registered office, central administration or principal place of business within an EEA Member State is not extended to branches or agencies established in an EEA Member State by a third-country company.

Treatment less favorable may be accorded to subsidiaries of third countries having only their registered office in the territory of an EEA Member State unless they show that they possess an effective and continuous link with the economy of one of the EEA Member States.

Purpose or motivation of the measure:

To ensure that benefits from the EEA Agreement are not automatically accorded to third countries.

Sector: All sectors

Subsector:

Legal source or authority of the measure: Grundverkehrsgesetz (Law on the acquisition of real estate) of 9 December 1992, LR 214.11.

Succinct description of the measure:

All acquisitions of real estate are subject to authorization. Such authorization is granted only if an actual and proven requirement for living or business purposes is given and a certain period of residence has been completed. Non-residents are excluded from the acquisition of real estate.

Purpose or motivation of the measure:

Extreme scarcity of available land. Preservation of access to real estate for the resident population and maintenance ofa balanced geographic situation.

Sector: Power and Energy sector.

Sub-sector:

Legal source or authority of the measure: Not applicable.

Succinct description of the measure:

All activities in the power and energy sector shall be treated as services under the Agreement.

Purpose or motivation of the measure:

To take account of the fact that most activities in this sector are considered services in terms of the GATS.

APPENDIX 4 . RESERVATIONS BY NORWAY

Sector: All sectors

Sub-sector: -

Legal source or authority of the measure:

Succinct description of the measure:

Norway does not extend to Ukraine any preferences granted under bilateral investment treaties signed by Norway prior to 1997.

Purpose or motivation of the measure:

Sector: All sectors

Sub-sector: -

Legal source or authority of the measure:

Succinct description of the measure:

Norway reserves the right to apply measures inconsistent with Article 5.4 for the imposition, enforcement or collection of direct taxes in so far as such measures do not contravene any tax treaty (1) which is in force between Ukraine and Norway.

(1) Convention between The Government of the Kingdom of Norway and The Government of Ukraine for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and on Capital, signed 7 March 1996 or a tax treaty succeeding this tax treaty.

Purpose or motivation of the measure:

Sector: All sectors

Sub-sector:

Legal source or authority of the measure:

Companies Act of 13 June 1997, No 44 (aksjeloven) and Joint Stock Public Companies Act of 13 June 1997, No 45 (allmennaksjeselskapsloven).

Succinct description of the measure:

The general manager in a joint stock company and at least half of the members of the board of directors and of the corporate assembly must be residents of Norway. The residency criteria do not apply to nationals of an EEA Member State who are permanent residents of one of these States. The Ministry of Trade and Industry may grant exemptions from this Provision.

Purpose or motivation of the measure:

The resident criteria are based on reasons of jurisdiction, in order to ensure that the persons responsible for the company's affairs are accessible.

Sector: Power and Energy sector. Repair of Transport Equipment sector.

Sub-sector:

Legal source or authority of the measure: Not applicable.

Succinct description of the measure:

All activities in the power and energy sector as well as in the repair of transport equipment sector shall be treated as services under the Agreement.

Purpose or motivation of the measure:

Sector: Fishing and fish processing.

Subsector:

Legal source or authority of the measure:

Regulation of Participation in Fishing Act of 26 March 1999, No 15.

Economic Zone Act of 17 December 1976, No 91. The Fishing Limit Act of 17 June 1966, No 19.

Succinct description of the measure:

A concession to acquire a fishing vessel or share in a company which owns such vessels can only be given to a Norwegian citizen or a body that can be defined as a Norwegian citizen. A company is regarded as having equal rights with a Norwegian citizen when its main office is situated in Norway and the majority of the Board, including the Chair of the Board, are Norwegian citizens and have stayed in the country the last two years. Norwegian citizens also have to own a minimum of 60 per cent of the shares and have to be authorised to vote for at least 60 per cent of the votes.

Ownership to the fishing fleet shall be reserved for professional fishermen. To obtain the right to own a fishing vessel, one has to have a record of active, professional fishing on a Norwegian fishing boat for at least three of the last five years.

It is prohibited for other persons than Norwegian nationals or companies, as defined above, to process, pack or transship fish, crustaceans and molluscs or parts and products of these inside the fishing limits of the Norwegian Economic Zone. This applies to catches from both Norwegian and foreign vessels. Exceptions are granted under special circumstances.

Purpose or motivation of the measure:

Resource conservation and management.

Sector: All sectors

Sub-sector:

Legal source or authority of the measure: Not applicable.

Succinct description of the measure:

Collective copyright and neighbouring rightsâ laws and measures: inter alia management systems, royalties, levies, grants and funds.

Purpose or motivation of the measure

To preserve and promote linguistic and cultural diversity in Norway.

ANNEX XII REFERRED TO IN ARTICLE 5.5 . RESERVATIONS BY THE KINGDOM OF NORWAY (MOST FAVOURED NATION TREATMENT)

Sector: All sectors.

Sub-sector:

Legal source or authority of the measure:

Succinct description of the measure:

Norway reserves the right to impose, collect or enforce existing taxes on income and capital. The same applies to any identical or substantially similar taxes and to the imposition of defensive measures against harmful tax practices, in so far as such measures do not contravene any tax treaty which is in force between Ukraine and Norway.

Purpose or motivation of the measure:

Sector: All sectors.

Sub-sector:

Legal source or authority of the measure: Not applicable.

Succinct description of the measure:

Collective copyright and neighbouring rights' laws and measures: inter alia management systems, royalties, levies, grants and funds.

Purpose or motivation of the measure:

To preserve and promote linguistic and cultural diversity in Norway.