

**ARRANGEMENT BETWEEN
THE TAIWAN-JAPAN RELATIONS ASSOCIATION
AND
THE JAPAN-TAIWAN EXCHANGE ASSOCIATION
FOR THE MUTUAL COOPERATION
ON DIGITAL TRADE**

THE TAIWAN-JAPAN RELATIONS ASSOCIATION AND THE JAPAN-TAIWAN EXCHANGE ASSOCIATION (hereinafter collectively referred to as “both Sides” and individually referred to as the “Side”);

Having regard to paragraphs 3(1) and 3(7) of the Arrangement between the Association of East Asian Relations and the Interchange Association for the Establishment of the Respective Overseas Offices of 26 December 1972;

Recognizing the need for mutual benefit to formulate a digital trade Arrangement based on the Arrangement between the Association of East Asian Relations and the Interchange Association for the Mutual Cooperation on Electronic Commerce signed in Taipei, on 5 November 2013 (hereinafter referred to as “the 2013 Arrangement on Electronic Commerce”); and

Recognizing the economic growth and opportunities that digital trade provides, the importance of avoiding barriers to its use and development, and the principle of technological neutrality in electronic commerce;

Shall cooperate with each other in order to obtain necessary consent from the relevant authorities in their respective Areas with regard to the matters as contained in Articles 1 through 30 below.

Article 1: Definitions

For the purposes of this Arrangement:

- (a) the term “algorithm” means a defined sequence of steps, taken to solve a problem or obtain a result;
- (b) the term “Area” means:
 - (i) with respect to the Japan-Taiwan Exchange Association, Japan; and

- (ii) with respect to the Taiwan-Japan Relations Association, Taiwan;
- (c) the term “cryptographic algorithm or cipher” means a mathematical procedure or formula for combining a key with data (plaintext) to create a ciphertext;
- (d) the term “ciphertext” means data in a form that cannot be easily understood without subsequent decryption;
- (e) the term “commercial electronic message” means an electronic message which is sent for commercial purposes to an electronic address of a person ¹ through telecommunication services, comprising at least electronic mail and, to the extent provided for under the laws and regulations in the Area of either Side, other types of messages;
- (f) the term “commercial information and communication technology product (commercial ICT product)” means a product, including software, that is designed for commercial applications and whose intended function is information processing and communication by electronic means, including transmission and display, or electronic processing applied to determine or record physical phenomena, or to control physical processes;
- (g) the term “computing facilities” means computer servers and storage devices for processing or storing information for commercial use;
- (h) the term “covered enterprise” means, with respect to a Side, an enterprise in the Area of that Side, owned or controlled, directly or indirectly, by a person of the other Side, that seeks to make, is making, or has made, an investment in the Area of the former Side, in existence as of the date of entry into force of this Arrangement or established, acquired, or expanded thereafter;
- (i) the term “covered person” means:

¹ For greater certainty, the “electronic address of a person” does not include IP addresses.

- (i) a covered enterprise; or
- (ii) a person of the other Side;
- (j) the term “cryptography” means the principles, means, or methods for the transformation of data in order to conceal or disguise its content, prevent its undetected modification, or prevent its unauthorized use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables or associated key management;
- (k) the term “digital product” means a computer programme, text, video, image, sound recording, or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically;²
- (l) the term “electronic authentication” means the process or act of verifying the identity of a participant to an electronic communication or transaction, or ensuring the integrity of an electronic communication;
- (m) the term “electronic invoicing” means the processing and exchange of an invoice between a seller and a buyer using a structured digital format;
- (n) the term “electronic invoicing framework” means a system that facilitates electronic invoicing;
- (o) the term “electronic signature” means data in electronic form that is in, affixed to, or logically associated with an electronic data message and that may be used to identify the signatory in relation to the data message and indicate the signatory’s approval of the information contained in the data message;³

² For greater certainty, digital product does not include a digitized representation of a financial instrument, including money.

³ For greater certainty, an electronic signature fulfills the requirement that such data can confirm that the information in the electronic document or message has not been altered.

- (p) the term “encryption” means the conversion of data (plaintext) through the use of a cryptographic algorithm into a ciphertext using the appropriate key;
- (q) the term “electronic transmission” or “transmitted electronically” means a transmission made using any electromagnetic means, including by photonic means;
- (r) the term “key” means a parameter used in conjunction with a cryptographic algorithm that determines its operation in such a way that a person with knowledge of the key can reproduce or reverse the operation, but a person without knowledge of the key cannot;
- (s) the term “metadata” means structural or descriptive information about data, such as content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible participant, contact information, method of collection, or context;
- (t) the term “open government data” means data held by the relevant authorities in the Area of a Side, disclosure of which is not restricted under the law in the Area of that Side and which the relevant authorities in the Area of that Side make digitally available for public access and use;
- (u) the term “person” means the following natural person or enterprise:
 - (i) with respect to the Japan-Taiwan Exchange Association:
 - (A) a natural person having the nationality of Japan; or
 - (B) an enterprise which is a legal person or any other entity duly constituted or organized under the applicable laws and regulations in Japan, whether for profit or not, and whether private or not, including any corporation, trust, partnership, sole proprietorship, joint venture, association, organization, or company;

- (ii) with respect to the Taiwan-Japan Relations Association:
 - (A) a natural person having the citizenship of Taiwan;
or
 - (B) an enterprise which is a legal person or any other entity duly constituted or organized under the applicable laws and regulations in Taiwan, whether for profit or not, and whether private or not, including any corporation, trust, partnership, sole proprietorship, joint venture, association, organization, or company;
- (v) the term “trade administration document” means forms the relevant authorities in the Area of either Side issue or control that must be completed by or for an importer or exporter in connection with the import or export of goods;
- (w) the term “unsolicited commercial electronic message” means a commercial electronic message that is sent without the consent of the recipient or despite the explicit rejection of the recipient; and
- (x) the term “WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on April 15, 1994.

Article 2: Principles and Objectives

1. Both Sides recognize the economic growth and opportunities provided by digital trade, the importance of frameworks that promote consumer confidence in digital trade, and the importance of facilitating the development and use of digital trade.
2. The objectives of this Arrangement are to:
 - (a) promote electronic commerce in the Areas of both Sides and the wider use of digital trade globally;
 - (b) contribute to creating an environment of trust and confidence in the use of digital trade; and

- (c) enhance cooperation in the Areas of both Sides regarding development of digital trade.

Article 3: Scope

1. It is understood that this Arrangement does not cover any measure adopted or maintained in the Area of either Side with respect to:

- (a) government procurement;
- (b) unless subparagraph 1(c) of the Annex on Financial Services of the General Agreement on Trade in Services in Annex 1B to the WTO Agreement (hereinafter referred to in this Arrangement as “the GATS”) applies, a service supplied by the relevant authorities in the Area of a Side, which is supplied neither on a commercial basis, nor in competition with one or more service suppliers; or
- (c) except for Article 18, information held or processed by or on behalf of the relevant authorities in the Area of a Side or measures related to such information, including measures related to its collection.

2. Nothing in this Arrangement covers taxation measures.

3. Nothing in this Arrangement shall be construed so as to affect the existing commitments that are effective in the Areas of both Sides under the GATS.

4. In the case of any inconsistency between this Arrangement and the existing commitments that are effective in the Areas of both Sides under the GATS, the existing commitments under the GATS shall prevail.

Article 4: Customs Duties

1. Both Sides shall request the relevant authorities in their respective Areas not to impose customs duties on electronic transmissions, including content transmitted electronically, between a person of a Side and a person of the other Side.

2. For greater certainty, paragraph 1 shall not preclude the relevant authorities in the Area of either Side from imposing internal taxes, fees, or other charges on content transmitted electronically, provided that such taxes, fees, or charges are imposed in a manner consistent with this Arrangement.

Article 5: Non-Discriminatory Treatment of Digital Products

1. Both Sides shall request the relevant authorities in their respective Areas not to accord less favorable treatment to digital products created, produced, published, contracted for, commissioned, or first made available on commercial terms in the Area of the other Side, or to digital products of which the author, performer, producer, developer, or owner is a person of the other Side than it accords to other like digital products.⁴

2. With respect to intellectual property rights, paragraph 1 does not cover the extent of any inconsistency with the rights and obligations in any agreements regarding intellectual property observed by the relevant authorities in the Areas of both Sides.

3. Both Sides understand that this Article does not cover any measure adopted or maintained in the Area of either Side with respect to subsidies or grants provided by the relevant authorities in the Area of either Side, including loans, guarantees, and insurance.

4. This Article does not cover broadcasting.

Article 6: Electronic Transaction Framework

1. Both Sides shall request the relevant authorities in their respective Areas to maintain a legal framework governing electronic transactions consistent with the principles of the UNCITRAL Model Law on Electronic Commerce 1996 or the United Nations Convention on the Use of Electronic Communications in International Contracts, done at New York, 23 November 2005.

2. Both Sides shall request the relevant authorities in their respective Areas to endeavor to:

⁴ For greater certainty, to the extent that a digital product of neither Side is a “like digital product”, it will qualify as an “other like digital product” for the purposes of this paragraph.

- (a) avoid any unnecessary regulatory burden on electronic transactions; and
- (b) facilitate input by interested persons in the development of its legal framework for electronic transactions.

Article 7: Regulation

Both Sides shall request the relevant authorities in their respective Areas to ensure that all their measures of general application affecting electronic commerce, including measures related to their collection of information, are administered in a reasonable, objective, and impartial manner.

Article 8: Electronic Authentication and Electronic Signatures⁵

1. Except in circumstances otherwise provided for under the laws and regulations in the Area of either Side, both Sides shall request the relevant authorities in their respective Areas not to deny the legal effect, legal validity, or admissibility as evidence in legal proceedings of an electronic signature solely on the basis that the signature is in electronic form.
2. Both Sides shall request the relevant authorities in their respective Areas not to adopt or maintain measures that would:
 - (a) prohibit participants to an electronic transaction from mutually determining the appropriate electronic authentication method or electronic signature for that transaction; or
 - (b) prevent participants to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to electronic authentication or electronic signatures.

⁵ For greater certainty, nothing in this Article prevents the relevant authorities in the Areas of both Sides from according greater legal effect to an electronic signature that satisfies certain requirements, such as indicating that the electronic data message has not been altered or verifying the identity of the signatory.

3. Notwithstanding paragraph 2, both Sides recognize that the relevant authorities in their respective Areas may require that, for a particular category of transactions, the method of electronic authentication or electronic signature meets certain performance standards or is certified by an accredited authority, in accordance with the laws and regulations in the Area of either Side.

4. To the extent provided for under the laws and regulations in the Area of either Side, both Sides shall request the relevant authorities in their respective Areas to apply paragraphs 1 through 3 to electronic seals, electronic time stamps, and electronic registered delivery services.

5. Both Sides shall encourage the relevant authorities in their respective Areas to use interoperable electronic authentication.

6. Both Sides recognize that the relevant authorities in their respective Areas may work on a voluntary basis to encourage the mutual recognition of electronic signatures.

Article 9: Online Consumer Protection

1. Both Sides recognize the importance of adopting and maintaining transparent and effective measures to protect consumers from fraudulent and deceptive commercial activities.

2. Both Sides shall request the relevant authorities in their respective Areas to adopt or maintain consumer protection laws to proscribe fraudulent and deceptive commercial activities that cause harm or potential harm to consumers engaged in online commercial activities.

3. To protect consumers engaged in electronic commerce,⁶ both Sides shall request the relevant authorities in their respective Areas to endeavor to adopt or maintain measures that aim to ensure:

- (a) that suppliers of goods or services deal fairly and honestly with consumers;

⁶ For the purposes of this Article, the term “engaged in electronic commerce” includes the pre-transaction phase of electronic commerce.

- (b) that suppliers of goods or services provide complete, accurate, and transparent information on those goods and services including any terms and conditions of purchase; and
- (c) the safety of goods and, where applicable, services during normal or reasonably foreseeable use.

4. Both Sides recognize the importance of affording to consumers who are engaged in electronic commerce consumer protection at a level not less than that afforded to consumers who are engaged in other forms of commerce.

5. Both Sides recognize the importance of cooperation with regard to their consumer protection agencies or other relevant authorities in their respective Areas including the exchange of information and experience, as well as cooperation in appropriate cases of mutual concern regarding the violation of consumer rights in relation to electronic commerce in order to enhance online consumer protection, where mutually decided.

6. Both Sides shall request the relevant authorities in their respective Areas to promote access to, and awareness of, consumer redress or recourse mechanisms, including for consumers transacting cross-border.

Article 10: Personal Information Protection

1. Both Sides recognize the economic and social benefits of protecting the personal information of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.

2. Both Sides shall request the relevant authorities in their respective Areas to adopt or maintain a legal framework that provides for the protection of personal information of the users of electronic commerce. In the development of the legal framework for the protection of personal information and privacy, both Sides shall request the relevant authorities in their respective Areas to take into account the principles and guidelines of relevant international bodies. Both Sides also recognize that high standards of privacy and information protection as regards access by their respective authorities in their respective Areas to privately held information such as those outlined in the OECD Principles for Government Access to Personal Data held by Private Sector Entities, contribute to trust in the digital economy.

3. Both Sides shall request the relevant authorities in their respective Areas to endeavor to adopt non-discriminatory practices in protecting users of electronic commerce from personal information protection violations occurring within the jurisdiction of the relevant authorities in their respective Areas.

4. Both Sides shall request the relevant authorities in their respective Areas to publish information on the personal information protections they provide to users of electronic commerce, including how:

- (a) individuals can pursue remedies; and
- (b) business can comply with any legal requirements.

5. Recognizing that the relevant authorities in their respective Areas may take different legal approaches to protecting personal information, both Sides should request the relevant authorities in their respective Areas to encourage the development of mechanisms to promote compatibility between these different regimes. These mechanisms may include the recognition of regulatory outcomes, whether accorded autonomously or by mutual arrangement, or broader international frameworks. To this end, both Sides shall request the relevant authorities in their respective Areas to exchange information on any such mechanisms applied in their respective Areas and explore ways to extend these or other suitable arrangements to promote compatibility between them.

6. Both Sides recognize that such international mechanisms may include the Global Cross-Border Privacy Rules (CBPR) System and the Global Privacy Recognition for Processors (PRP) System under the Global CBPR Forum to facilitate cross border information transfers while protecting personal information. To this end, both Sides shall request the relevant authorities in their respective Areas to endeavor to promote the Global CBPR Forum.

7. Both Sides recognize the importance that the relevant authorities in their respective Areas ensure compliance with measures to protect personal information and ensure that any restrictions on cross-border flows of personal information are necessary and proportionate to the risks presented.

**Article 11: Principles on Access to and Use of the Internet
for Electronic Commerce**

Subject to applicable policies, laws, and regulations in the Area of either Side, both Sides should request the relevant authorities in their respective Areas to adopt or maintain appropriate measures to ensure that a consumer⁷ in its Area may:

- (a) access and use services and applications of the consumer's choice available on the Internet, subject to reasonable, transparent, and non-discriminatory network management;
- (b) connect the devices of the consumer's choice to the Internet, provided that such devices do not harm the network; and
- (c) access information on the network management practices of the consumer's Internet access service supplier.

Article 12: Cross-Border Transfer of Information by Electronic Means

1. Both Sides shall request the relevant authorities in their respective Areas not to prohibit or restrict the cross-border transfer of information, including personal information, by electronic means, if this activity is for the conduct of the business of a covered person.

2. It is understood that nothing in this Article prevents a measure adopted or maintained by the relevant authorities in the Area of either Side, inconsistent with paragraph 1, that is necessary to achieve a legitimate public policy objective, provided that the measure:

- (a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and
- (b) does not impose restrictions on transfers of information greater than are necessary to achieve the objective.

⁷ For the purposes of this Article, the term "consumer" means any natural or juridical person using the Internet.

Article 13: Location of Computing Facilities

1. Both Sides shall request the relevant authorities in their respective Areas not to require a covered person to use or locate computing facilities in the Area of that Side as a condition for conducting business in that Area.

2. It is understood that nothing in this Article prevents a measure adopted or maintained by the relevant authorities in the Area of either Side, inconsistent with paragraph 1, that is necessary to achieve a legitimate public policy objective, provided that the measure:

- (a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; and
- (b) does not impose restrictions on the use or location of computing facilities greater than are necessary to achieve the objective.

Article 14: Unsolicited Commercial Electronic Messages

1. Both Sides recognize the importance of promoting confidence and trust in electronic commerce, including through transparent and effective measures that limit unsolicited commercial electronic messages. To this end, both Sides shall request the relevant authorities in their respective Areas to adopt or maintain measures that:

- (a) require suppliers of commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;
- (b) require the consent, as specified in the laws and regulations in their respective Areas, of recipients to receive commercial electronic messages; or
- (c) otherwise provide for the minimization of unsolicited commercial electronic messages.

2. Both Sides shall request the relevant authorities in their respective Areas to ensure that commercial electronic messages are clearly identifiable as such, clearly disclose on whose behalf they are sent, and contain the necessary information to enable recipients to request cessation of such messages free of charge and at any time.

3. Both Sides shall request the relevant authorities in their respective Areas to provide access to redress or recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 1.

4. Both Sides shall request the relevant authorities in their respective Areas to endeavor to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 15: Cybersecurity

1. Both Sides recognize that threats to cybersecurity undermine confidence in electronic commerce.

2. Both Sides further recognize the evolving nature of cyber threats. In order to identify and mitigate cyber threats, and thereby facilitate electronic commerce, both Sides shall request the relevant authorities in their respective Areas to endeavor to:

- (a) build the capabilities of their respective related entities responsible for cybersecurity incident response; and
- (b) collaborate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Area of either Side, to address cybersecurity incidents in a timely manner, and to share information for awareness and best practices.

3. Noting the evolving nature of cyber threats and their negative impact on electronic commerce, both Sides recognize the importance of risk-based approaches in addressing such threats while minimizing trade barriers. Accordingly, to identify and protect against cybersecurity risks, detect cybersecurity events, and respond to and recover from cybersecurity incidents, both Sides shall request the relevant authorities in their respective Areas to endeavor to use, and to encourage enterprises within its Area to use, risk-based approaches that rely on risk management best practices and on standards developed in a consensus-based, transparent, and open manner.

Article 16: Source Code

1. Both Sides shall request the relevant authorities in their respective Areas not to require the transfer of, or access to, source code of software owned by a person of the other Side, or the transfer of, or access to, an algorithm expressed in that source code, as a condition for the import, distribution, sale, or use of that software, or of products containing that software, in its Area.

2. It is understood that paragraph 1 does not prevent measures taken by a regulatory body or judicial authority in the Area of a Side which require a person of the other Side to preserve and make available the source code of software, or an algorithm expressed in that source code, for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure by the regulatory body or judicial authority in the Area of the former Side.⁸

Article 17: Commercial Information and Communication Technology Products That Use Cryptography

1. Both Sides shall request the relevant authorities in their respective Areas not to require a manufacturer or supplier of a commercial ICT product that uses cryptography, as a condition of the manufacture, sale, distribution, import, or use of the commercial ICT product, to:

⁸ Making such source code of software or such algorithm available shall not be construed to negatively affect the software source code's or algorithm's status as a trade secret, if such status is claimed by the trade secret owner.

- (a) transfer or provide access to any proprietary information relating to cryptography, including by disclosing a particular technology or production process or other information, for example, a private key or other secret parameter, algorithm specification, or other design detail, to the relevant authorities in their respective Areas or a person in their respective Areas;
- (b) partner or otherwise cooperate with a person in their respective Areas in the development, manufacture, sale, distribution, import, or use of the commercial ICT product; or
- (c) use or integrate a particular cryptographic algorithm or cipher.

2. It is understood that paragraph 1 shall not prevent measures taken by a regulatory body or judicial authority in the Area of a Side which require a manufacturer or supplier of a commercial ICT product that uses cryptography, to preserve and make available any information to which subparagraph 1(a) applies for an investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure.

3. This Article applies to commercial ICT products that use cryptography.⁹ This Article does not cover:

- (a) law enforcement authorities in the Areas of both Sides requiring service suppliers using encryption to provide access to encrypted and unencrypted communications pursuant to their legal procedures;
- (b) the regulation of financial instruments;
- (c) a requirement that the relevant authorities in the Areas of both Sides adopt or maintain relating to access to networks, including user devices, that are owned or controlled by the relevant authorities in their respective Areas, including those of central banks;

⁹ For greater certainty, for the purposes of this Article, a commercial ICT product does not include a financial instrument.

- (d) measures by the relevant authorities in the Areas of both Sides adopted or maintained pursuant to supervisory, investigatory, or examination authority relating to financial service suppliers or financial markets; or
- (e) the manufacture, sale, distribution, import, or use of a commercial ICT product that uses cryptography by or for the relevant authorities in the Areas of both Sides.

Article 18: Open Government Data

1. Both Sides recognize the benefit of making data held by regional or local authorities in their respective Areas digitally available for public access and use in a manner consistent with paragraphs 2 through 4.

2. Both Sides recognize that facilitating public access to and use of open government data fosters economic and social development, competitiveness, and innovation. To this end, both Sides should encourage the relevant authorities in their respective Areas to expand the coverage of such data, such as through engagement and consultation with interested stakeholders.

3. To the extent that the relevant authorities in the Areas of both Sides choose to make open government data digitally available for public access and use, both Sides shall request the relevant authorities in their respective Areas to endeavor, to the extent practicable, to ensure that such data is:

- (a) made available in a machine-readable and open format;
- (b) searchable and retrievable;
- (c) updated, as applicable, in a timely manner;
- (d) accompanied by metadata that is, to the extent possible, based on commonly used formats that allow the user to understand and utilize the data; and
- (e) made generally available at no or reasonable cost to the user.

4. To that extent that the relevant authorities in the Areas of both Sides choose to make open government data digitally available for public access and use, both Sides shall request the relevant authorities in their respective Areas to endeavor to avoid imposing conditions that unduly prevent or restrict the user of such data from:¹⁰

- (a) reproducing, redistributing, or republishing the data;
- (b) regrouping the data; or
- (c) using the data for commercial and non-commercial purposes, including in the process of producing a new product or service.

5. Both Sides shall request the relevant authorities in their respective Areas to endeavor to cooperate on matters that facilitate and expand public access to and use of open government data, including exchanging information and experiences on practices and policies, with a view to encouraging the development of electronic commerce and creating business opportunities, particularly for small and medium-sized enterprises.

Article 19: Conclusion of Contracts by Electronic Means

Unless otherwise provided for in the laws and regulations in the Area of either Side, both Sides shall request the relevant authorities in their respective Areas not to adopt or maintain measures regulating electronic transactions that:

- (a) deny the legal effect, validity, or enforceability of a contract, solely on the grounds that it is concluded by electronic means; or
- (b) otherwise create obstacles to the use of contracts concluded by electronic means.

¹⁰ For greater certainty, it is understood that nothing in this paragraph prevents measures taken by the relevant authorities in the Area of either Side which require a user of such data to link to original sources.

Article 20: Electronic Invoicing

1. Both Sides recognize that electronic invoicing frameworks can help to improve the cost effectiveness, efficiency, accuracy, and reliability of electronic commerce transactions.
2. To the extent that the relevant authorities in the Areas of both Sides develop a measure related to electronic invoicing frameworks, both Sides shall request the relevant authorities in their respective Areas to endeavor to design the measure to support cross-border interoperability, including by taking into account relevant international standards, guidelines, or recommendations, where they exist.
3. Both Sides shall request the relevant authorities in their respective Areas to endeavor, as appropriate, to share best practices pertaining to electronic invoicing.

Article 21: Transparency

1. Both Sides shall request the relevant authorities in their respective Areas to publish as promptly as possible or, where that is not practicable, otherwise make publicly available, including on the Internet where feasible, all relevant measures of general application pertaining to or affecting the operation of this Arrangement.
2. Both Sides shall request the relevant authorities in their respective Areas to respond as promptly as possible to a relevant request from either Side for specific information on any of their measures of general application pertaining to or affecting the operation of this Arrangement.
3. To the extent possible, both Sides shall request the relevant authorities in their respective Areas to:
 - (a) publish in advance any measure referred to in paragraph 2 that they propose to adopt; and
 - (b) provide interested persons and the other Side with a reasonable opportunity to comment on such proposed measures.

4. To the extent possible, where this Arrangement requires both Sides to request the relevant authorities in their respective Areas to publish information, both Sides shall request the relevant authorities in their respective Areas to ensure that such information is published online.

Article 22: Paperless Trade Administration

1. Both Sides shall request the relevant authorities in their respective Areas to endeavor to make all trade administration documents available to the public in electronic versions.

2. Both Sides shall request the relevant authorities in their respective Areas to endeavor to accept trade administration documents submitted electronically as the legal equivalent of the paper version of these documents.

3. Both Sides shall request the relevant authorities in their respective Areas to cooperate in international fora to enhance the acceptance of trade administration documents submitted electronically.

Article 23: Internet Service Provider

1. For the purpose of encouraging Internet service providers to cooperate with right holders in protecting their rights against materials infringing intellectual property rights, both Sides shall request the relevant authorities in their respective Areas to provide measures, subject to the respective laws and regulations in the Area of either Side, to limit the liabilities of Internet service providers for the removal of materials on their Internet websites where a right holder claims to the Internet service provider that such materials infringe his or her intellectual property rights, provided that the Internet service provider complies with the procedures to be followed by the persons concerned.

2. Both Sides shall request the relevant authorities in their respective Areas to provide a mechanism where right holders, who have given effective notification to an Internet service provider with respect to materials that they claim with valid reasons to be infringing on their intellectual property rights, could obtain, in accordance with the requirement of the respective laws and regulations in the Area of either Side, from the Internet service provider information on the identity of the information sender.

Article 24: Cooperation

Recognizing the global nature of electronic commerce, both Sides shall request the relevant authorities in their respective Areas to endeavor to:

- (a) work together to assist small and medium-sized enterprises to overcome obstacles to its use;
- (b) exchange information and share experiences on regulations, policies, enforcement, and compliance regarding electronic commerce, including:
 - (i) personal information protection;
 - (ii) online consumer protection, including means for consumer redress and building consumer confidence;
 - (iii) unsolicited commercial electronic messages;
 - (iv) security in electronic communications;
 - (v) electronic authentication; and
 - (vi) digitalization of the relevant authorities in their respective Areas, conclusion of contracts by electronic means, electronic invoicing, and open government data;
- (c) exchange information and share views on consumer access to products and services offered online with regard to the relevant authorities in their respective Areas;
- (d) participate actively in regional and multilateral fora to promote the development of electronic commerce; and
- (e) encourage development by the private sector of methods of self-regulation that foster electronic commerce, including codes of conduct, model contracts, guidelines, and enforcement mechanisms.

Article 25: General Exceptions

For the purposes of this Arrangement, Article XX of the GATT 1994 and its interpretative notes and Article XIV of the GATS shall apply, *mutatis mutandis*.

Article 26: Security Exceptions

It is understood that nothing in this Arrangement shall be construed to require either Side:

- (a) to request the relevant authorities in the Area of that Side to furnish any information the disclosure of which they consider contrary to the essential security interests;
- (b) to prevent the relevant authorities in the Area of that Side from taking any action which they consider necessary for the protection of the essential security interests:
 - (i) relating to fissionable and fusionable materials or the materials from which they are derived;
 - (ii) relating to the traffic in arms, ammunition, and implements of war and to such traffic in other goods and materials as carried on directly or indirectly for the purpose of supplying a military establishment;
 - (iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (iv) taken so as to protect critical public infrastructure; or
 - (v) taken in time of war, or armed conflict, or other emergency; or
- (c) to prevent the relevant authorities in the Area of that Side from taking measures with the aim of contributing to the efforts under the United Nations Charter for the maintenance of international peace and security.

Article 27: Prudential Exception

1. This Arrangement shall not preclude the relevant authorities in the Area of either Side from adopting or maintaining measures for prudential reasons,¹¹ including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial service supplier, or to ensure the integrity and stability of the financial system. If these measures do not conform with the provisions of this Arrangement, they shall not be used as a means of avoiding the commitments or obligations of either Side under those provisions.

2. It is understood that nothing in this Arrangement shall apply to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies.

Article 28: Consultation

If at any time a Side has concerns with the other Side's implementation of this Arrangement, the concerned Side may request in writing consultations with the other Side. Both Sides shall make every attempt to arrive at a mutually satisfactory resolution.

Article 29: General Review

Upon request of either Side, both Sides may undertake a general review of the implementation and operation of this Arrangement at any time decided by both Sides.

Article 30: Commencement, Modification, and Termination

1. This Arrangement shall enter into force on the date that both Sides inform each other that their respective procedures have been completed.

2. Notwithstanding paragraph 3 of Article 12 of the 2013 Arrangement on Electronic Commerce, the 2013 Arrangement on Electronic Commerce shall be terminated upon the date of entry into force of this Arrangement.

¹¹ Both Sides understand that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial service suppliers as well as the safety, and financial and operational integrity of payment and clearing systems.

3. Either Side may, at any time, request consultations with the other Side for the purpose of modifying this Arrangement.

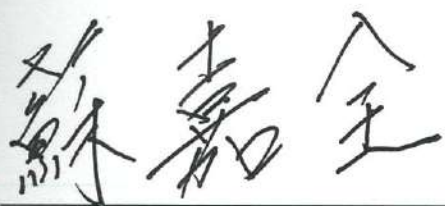
4. Either Side may, by giving one year's advance notice in writing to the other Side, terminate this Arrangement.

In witness whereof the undersigned, being duly authorized thereto, have signed this Arrangement.

Done in duplicate in Taipei, on 4 December 2025 in the English language.

For the TAIWAN-JAPAN
RELATIONS ASSOCIATION

For the JAPAN-TAIWAN
EXCHANGE ASSOCIATION



(SU Jia-chyuan)
Chairperson



(SUMI Shuzo)
Chairperson

