Article 72
Definitions

For the purposes of this Chapter:

(a) "digital products" means such products as computer programmes, texts, plans, designs, video, images and sound recordings or any combinations thereof, that are digitally encoded and transmitted electronically;

Note 1: For the purposes of this Chapter, digital products do not include those that are fixed on a carrier medium. Digital products that are fixed on carrier medium shall be subject to Chapter 2.

Note 2: For the purposes of this Chapter, digital products are those produced for commercial sale or distribution.

(b) "electronic certificate" means an electromagnetic record prepared for certifying that matters used to confirm that the user has performed the electronic signature are pertaining to such user;

(c) "electronic signature" means a measure taken with respect to information that can be recorded in an electromagnetic record and which fulfils both of the following requirements:

(i) that the measure indicates that such information has been approved by a person who has taken such measure; and

(ii) that the measure confirms that such information has not been altered;

(d) "parties to an electronic transaction" means at least one party in each of the Parties, all of them involved in an electronic transaction or an electronic communication that has significant relevance to that transaction;

(e) "trade administration documents" means forms that a Party issues or controls that must be completed:

(i) by or for an importer or exporter in connection with the importation or exportation of products; or

(ii) by a service supplier in connection with trade in services; and

Note: For the purposes of this Chapter, "trade in services" shall have the same meaning as "trade in services" defined in subparagraph (t) of Article 44.

(f) "transmitted electronically" means transferred by any electromagnetic means.

Article 73
Non-Discriminatory Treatment of Digital Products

1. Unless otherwise specified in its List of Reservations referred to in Articles 57 and 90, which shall apply *mutatis mutandis*, each Party shall:

(a) not adopt measures that accord less favourable treatment to digital products of the other Party than it accords to its own like digital products. When a Party identifies a measure of such nature that has been adopted before the entry into force of this Agreement and is maintained by the other Party, that other Party shall endeavour to eliminate it; and

(b) not adopt or maintain measures that accord less favourable treatment to digital products of the other Party than it accords to like digital products of a non-Party.

2. In implementing its obligations under paragraph 1, each Party shall, in good faith, determine whether a digital product is a digital product of a Party, of the other Party or of a non-Party. Such determination shall be made in a transparent, objective, reasonable and fair manner.

3. Each Party shall, upon request by the other Party, explain how it determines the origin of a digital product in implementing its obligations under paragraph 1.

4. The Parties shall cooperate in international organisations and fora to foster the development of criteria determining the origin of a digital product, with a view to considering the incorporation of such criteria into this Agreement.