COOPERATION AND FACILITATION INVESTMENT AGREEMENT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE UNITED ARAB EMIRATES

The Federative Republic of Brazil and The United Arab Emirates (hereinafter designated as the "Parties" or individually as "Party"),

Wishing to strengthen and to enhance the bonds of friendship and the spirit of continuous cooperation between the Parties;

Seeking to create and maintain favourable conditions for the investments of investors of a Party in the territory of the other Party;

Seeking to stimulate, streamline and support bilateral investments, thus opening new integration opportunities between the Parties;

Recognizing the essential role of investment in promoting sustainable development;

Considering that the establishment of a strategic partnership between the Parties in the area of investment will bring wide-ranging and mutual benefits;

Recognizing the importance of fostering a transparent and friendly investment environment for investments by investors of the Parties;

Reassuring their regulatory autonomy and policy space;

Wishing to encourage and strengthen contacts between investors and the Governments of the two Parties;

Seeking to create a mechanism for technical dialogue and foster government initiatives that may contribute to a significant increase in mutual investment; and

Recognizing that the cooperation and facilitation of investment, in good faith, will contribute to the economic development of both countries through the Cooperation and Facilitation Investment Agreement, hereinafter referred to as 'Agreement', as follows:

Part I. Scope of the Agreement and Definitions

Article 1. Objective

The objective of this Agreement is to facilitate and promote mutual investments through an adequate standard of treatment for investors and their investments, an institutional governance framework for cooperation and facilitation, including an Agenda for Further Cooperation and Facilitation, and a dispute prevention and settlement mechanism.

Article 2. Scope and Coverage

1. This Agreement shall apply to all investments made before or after its entry into force.

2. This Agreement shall not limit the rights and benefits which an investor of a Party enjoys in accordance with the domestic legislation in force in the territory of the other Party.

3. For greater certainty, the Parties reaffirm that this Agreement shall apply without prejudice to investment-related rights and obligations derived from the Agreements of the World Trade Organization.

4. This Agreement shall not prevent the adoption and implementation of new legal requirements or restrictions to investors

and their investments, as long as they are consistent with this Agreement.

5. This Agreement shall not apply to the issuance of compulsory licenses granted in relation to intellectual property rights in accordance with the Trade-Related Aspects of Intellectual Property Rights of the World Trade Organization (TRIPS Agreement), or to the revocation, limitation or creation of intellectual property rights, to the extent that the issuance, revocation, limitation or creation is consistent with the TRIPS Agreement.

6. This Agreement shall not apply to pre-investment activity.

7. In the case of the United Arab Emirates, investments in natural resources shall not be covered by this Agreement.

Article 3. Definitions

1. For the purpose of this Agreement:

1.1. Enterprise means any entity constituted or organized under applicable law, whether or not for profit, whether privately owned or State-owned, directly or indirectly, including any corporation, trust, partnership, sole proprietorship, joint venture and entities without legal personality;

1.2 Host State means the Party where the investment is made.

1.3. Investment means a direct investment of an investor of one Party, established or acquired in accordance with the laws and regulations of the other Party, that directly or indirectly, allows the investor to exert control or significant degree of influence over the management of the production of goods or provision of services in the territory of the other Party, including but not limited to:

a) Shares, stocks, participations and other equity types in an enterprise;

b) Movable or immovable property and other property rights such as mortgages, liens, pledges, encumbrances or similar rights and obligations;

c) Licenses, authorizations, permits, concessions or similar rights granted and ruled by the legislation of the Host Party and/or by a contract;

d) Loans to another company and instruments of debt of another company; and

e) Intellectual property rights as defined or referenced to in the TRIPS Agreement.

For the purposes of this Agreement and for greater certainty, "Investment" does not include:

i) An order or judgment issued as a result of a lawsuit or an administrative process;

ii) Debt securities issued by a Party or loans granted from a Party to the other Party, bonds, debentures, loans or other debt instruments of a State-owned enterprise of a Party that is considered to be public debt under the legislation of that Party (for the sake of clarity, those debt instruments are governed by specific contracts and rules which are outside the scope of this Agreement);

iii) Portfolio investments, i.e. those that do not allow the investor to exert a significant degree of influence in the management of the enterprise or in another enterprise;

iv) Claims to money that arise solely from commercial contracts for the sale of goods or services by an investor in the territory of a Party to a national or an enterprise in the territory of another Party, or the extension of credit in connection with a commercial transaction, or any other claims to money that do not involve the kind of interests set out in sub-paragraphs (a)-(e) above

1.4 Investor means a national, permanent resident or enterprise of a Party that has made an investment in the territory of the other Party.

1.5 Measure means any measure adopted by a Party, whether in the form of law, regulation, rule, procedure, decision, administrative ruling, or any other form.

1.6 National means a natural person that has the nationality of a Party, according to its laws and regulations.

1.7 Pre-investment activity means any activity undertaken by the investor or its investment pursuant to compliance with sectoral limitations on foreign equity, and other specific limits and conditions applicable under any law relating to the admission of investments in the territory of the Party, prior to the establishment of the investment.

1.8 Territory:

a) For the Federative Republic of Brazil, it means its territory, including its land and aerial spaces, the exclusive economic zone, territorial sea, seabed and subsoil within which it exercises its sovereign rights or jurisdiction, in accordance with international law and its internal legislation.

b) With respect to the United Arab Emirates, it means the territory of the United Arab Emirates including its territorial waters and the airspace above it and other maritime zones including Exclusive Economic Zone and continental shelf over which the United Arab Emirates exercises sovereign and jurisdictional rights in respect of any activity carried on in its water, sea bed, subsoil, in connection with the exploration for or the exploitation of natural resources by virtue of its law and international law.

Part II. Regulatory Measures

Article 4. Treatment

1. Each Party shall treat investors of the other Party and their investments according to its applicable rules and regulations and in conformity with this Agreement.

2. Based on the applicable rules of international law as recognized by each of theI Parties and their respective national law, no Party shall subject investors of the other Party and I their investments to measures which constitute:

(i) Denial of access to justice in any judicial or administrative proceedings;

(ii) Breach of due process;

(iii) Targeted discrimination, such as gender, race, religious or political beliefs;

(iv) Manifestly abusive treatment, such as coercion, duress and harassment; or

(v) Discrimination against investments of investors of the other Party in law enforcement and the provision of public security.

3. For greater certainty, the standards of "fair and equitable treatment" and "full protection and security" are not covered by this Agreement and shall not be used interpretative standards in investment dispute settlement procedures.

Article 5. National Treatment

1. Without prejudice to the measures in force under its legislation on the date of entry into force of this Agreement, each Party, subject to its laws and regulations, shall accord to investors of another Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in its territory.

2. Without prejudice to the measures in force under its legislation on the date of entry into force of this Agreement, each Party, subject to its laws and regulations, shall accord to investments of investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investments in its territory of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments.

3. Nothing in this Agreement shall be construed to prevent a Party from adopting new requirements affecting investors of the other Party or their investments, provided such requirements are not discriminatory according to this Agreement.

4. For greater certainty, whether treatment is accorded in 'like circumstances' depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public interest objectives.

5. For greater certainty, this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the investor or investments.

Article 6. Most-favoured-nation Treatment

1. Each Party, subject to its laws and regulations, shall accord to investors of another Party treatment no less favourable

than that it accords, in like circumstances, to investors of any non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in its territory.

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

3. This Article shall not be construed to require a Party to grant to an investor of another Party or their investments the benefit of any treatment, preference or privilege arising from:

(i) Provisions relating to investment dispute settlement contained in an investment agreement or an investment chapter of a commercial agreement; or

(ii) Any agreement for regional economic integration, customs union or common market, of which a Party is a member.

4. For greater certainty, whether treatment is accorded in 'like circumstances' depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public interest objectives.

Article 7. Direct Expropriation

1. Neither Party shall nationalize or expropriate investments of investors of the other Party, except:

a) For a public purpose or necessity or when justified as a social interest;

b) In a non-discriminatory manner;

c) In accordance with due process of law; and

d) On payment of effective compensation (1), according to paragraphs 2 to 4 of this Article

2. In determining the amount for compensation in case of expropriation, the competent authority of each Party shall follow the provisions of this Article.

3. The compensation shall:

a) Be paid without undue delay in convertible currency at the market rate of the exchange prevailing at the time of transfer;

b) Be equivalent to the fair market value of the expropriated investment, immediately before the expropriating measure has taken place ('expropriation date');

c) Not reflect any change in the market value due to the knowledge of the intention to expropriate, before the expropriation date; and

d) Be completely payable and transferable, according to Article 9.

4. The compensation to be paid shall not be inferior to the fair market value on the expropriation date, plus interests at a rate determined according to market criteria accrued since the expropriation date until the date of payment, according to the legislation of the Host State.

5. For greater certainty, this Article only provides for direct expropriation, where an investment is nationalized or otherwise directly expropriated through formal transfer of title or ownership rights, and does not cover indirect expropriation.

6. An investor of a Party affected by the expropriation carried out by the other Party shall have the right to review of its case, including the valuation of its investment and the payment of compensation in accordance with the provisions of this Article, by a judicial authority or another competent authority of the latter Party.

Article 8. Compensation for Losses

1. The investors of a Party whose investments in the territory of the other Party suffer losses due to war or other armed conflict, revolution, state of emergency, insurrection, riot or any other similar events, shall enjoy, with regard to restitution, indemnity or other form of compensation, the same treatment as the latter Party accords to its own investors or the treatment accorded to investors of a third party, whichever is more favourable to the affected investor.

2. Each Party shall provide the investor restitution, compensation, or both, as , appropriate, in accordance with Article 6 of this Agreement, in the event that investments suffer losses in its territory in any situation referred to in Paragraph 1 resulting from:

a) Requisitioning of its investment or part thereof by the forces or authorities of the latter Party; or

b) Destruction of its investment or any part thereof by the forces or authorities of the latter Party.

Article 9. Transparency

1. Each Party shall, as far as possible, ensure that its laws, regulations, procedures, and general administrative resolutions related to any matter covered by this Agreement, in particular regarding qualification, licensing and certification, are published in the official gazette and, when possible, in electronic format, as to allow interested persons of the other Party to become acquainted with them.

2. Each Party shall, as far as possible, as provided for in its laws and regulations:

(i) Publish any such measure that it proposes to adopt; and

(ii) Provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

3. Whenever possible, each Party shall disseminate this Agreement, after its ratification by both Parties, to their respective public and private financial agents, responsible for the technical evaluation of risks and the approval of loans, credits, guarantees and related insurances for inves.tment in the territory of the other Party.

Article 10. Transfers

1. Each Party shall allow that the transfer of funds related to an investment be made freely in convertible currency at the market rate of the exchange prevailing at the time of transfer and without undue delay, to and from their territory. Such transfers include:

a) The initial capital contribution or any addition thereto in relation to the maintenance or expansion of the investment;

b) Income directly related to the investment, such as profits, interests, capital gains, dividends or "royalties";

c) The proceeds of sale or total or partial liquidation of the investment;

d) The repayments of any loan, including interests thereon, relating directly to the investment;

e) The amount of a compensation in accordance with Article 7.

2. Without prejudice to paragraph 1 of this Article, a Party may, in an equitable and nondiscriminatory manner and in good faith, prevent a transfer if such transfer is prevented under its laws relating to:

a) Bankruptcy, insolvency or the protection of the rights of creditors;

b) Criminal infractions;

c) Financial reports or maintenance of transfers' registers when necessary to cooperate with law enforcement or with financial regulators; or

d) The guarantee for the enforcement of decisions in judicial or administrative proceedings.

3. Nothing in this Agreement shall be construed as to prevent a Party from adopting or maintaining temporary restrictive measures in respect of payments or transfers for current account transactions in the event of serious difficulties in the balance of payments and external financial difficulties or threat thereof.

4. Nothing in this Agreement shall be construed as to prevent a Party from adopting or maintaining temporary restrictive measures in respect of payments or transfers related to capital movements:

a) In the case of serious difficulties in the balance of payments or external financial difficulties or threat thereof; or

b) Where, in exceptional circumstances, payments or transfers from capital movements generate or threaten to generate serious difficulties for macroeconomic management .

5. The adoption of temporary restrictive measures to transfers if there are serious difficulties in the balance of payments in

the cases described in paragraphs 3 and 4, must be non-discriminatory and in accordance with the Articles of the Agreement of the International Monetary Fund.

Article 11. Tax Measures

1. Nothing in this Agreement shall apply to tax measures, which shall not be applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on investors of the other Party or their investments.

2. For greater certainty, nothing in this Agreement shall:

a) Affect the rights and obligations of the Parties arising out of any agreement to avoid double taxation, current or future, of which a Party to this Agreement is a party or becomes a party; or

b) Be construed so as to avoid the adoption or enforcement of any measure aimed at ensuring the equitable or effective imposition or collection of taxes, according to the legislation of the Parties.

Article 12. Prudential Measures

1. Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining in a non-discriminatory manner, prudential measures, such as:

a) The protection of investors, depositors, financial market participants, policyholders, policy-claimants, or persons to whom a fiduciary duty is owed by a financial institution;

b) The maintenance of the safety, soundness, integrity or financial responsibility of financial institutions; and

c) Ensuring the integrity and stability of a Party's financial system.

2. Where such measures do not conform to the provisions of this Agreement, they shall not be used as a means of circumventing the commitments or obligations of the Party under this Agreement.

Article 13. Security Exceptions

Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining measures aimed at preserving its national security or public order, or to apply the provisions of their criminal laws or comply with its obligations regarding the maintenance of international peace and security in accordance with the provisions of the United Nations Charter.

Article 14. Compliance with Domestic Legislation

1. The Parties reaffirm and recognize that:

a) Investors and their investments shall comply with all laws, regulations, administrative guidelines and policies of a Party concerning the establishment, acquisition, management, operation and disposition of investments.

b) Investors and their investments shall not, either prior to or after the establishment of an investment, offer, promise, or give any undue pecuniary advantage, gratification or gift whatsoever, whether directly or indirectly, to a public servant or official of a Party as an inducement or reward for doing or forbearing to do any official act or obtain or maintain other improper advantage nor shall be complicit in inciting, aiding, abetting, or conspiring to commit such acts.

c) An investor shall, thoroughly and accurately, provide such information as the Parties may require, under the applicable legislation, concerning the investment in question and the corporate history and practices of the investor, for purposes of decision making in relation to that investment or solely for statistical purposes.

Article 15. Corporate Social Responsibility

1. Investors and their investment shall strive to achieve the highest possible level of contribution to the sustainable development of the Host State and the local community, through the adoption of a high degree of socially responsible practices, based on the voluntary principles , and standards set out in the OECD Guidelines for Multinational Enterprises.

2. The investors and their investment shall endeavour to comply with the following voluntary principles and standards for a

responsible business conduct and consistent with the laws adopted by the Host State receiving the investment:

a) Contribute to the economic, social and environmental progress, aiming at achieving sustainable development;

b) Respect the internationally recognized human rights of those involved in the companies' activities;

c) Encourage local capacity building through close cooperation with the local community;

d) Encourage the creation of human capital, especially by creating employment opportunities and offering professional training to workers;

e) Refrain from seeking or accepting exemptions that are not established in the legal or regulatory framework relating to human rights, environment, health, security, work, tax system, financial incentives, or other issues;

f) Support and advocate for good corporate governance principles, and develop and apply good practices of corporate governance;

g) Develop and implement effective self-regulatory practices and management systems that foster a relationship of mutual trust between the companies and the societies in which its operations are conducted;

h) Promote the knowledge of and the adherence to the corporate policy, through appropriate dissemination of this policy, including programmes for professional training;

i) Refrain from discriminatory or disciplinary action against employees who submit grave reports to the board or, whenever appropriate, to the competent public authorities, about practices that violate the law or corporate policy;

j) Encourage, whenever possible, business associates, including service providers and outsources, to apply the principles of business conduct consistent with the principles provided for in this Article; and

k) Refrain from any undue interference in local political activities.

Article 16. Investment Measures and Combating Corruption and Illegality

1. Each Party shall maintain measures to prevent and fight money laundering, terrorism financing and corruption with regard to matters covered by this Agreement, in accordance with its laws and regulations.

2. Nothing in this Agreement shall require any Party to protect investments made with capital or assets of illicit origin or investments in the establishment or operation of which illegal acts have been demonstrated to occur and for which national legislation provides asset forfeiture.

3. The affected investor shall have the right, under the legislation of the host State, to challenge a measure taken under paragraph 2 of this Article before the competent authority of that State.

Article 17. Provisions on Investment and Environment, Labour Affairs and Health

1. Nothing in this Agreement shall be construed to prevent a Party from adopting, maintaining or enforcing any measure it deems appropriate to ensure that investment activity in its territory is undertaken in a manner according to labor, environmental and health legislation of that Party, provided that this measure is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction between investors.

2. The Parties recognize that it is inappropriate to encourage investment by lowering the standards of their labor and environmental legislation or measures of health. Therefore, each Party guarantees it shall not amend or repeal, nor offer the amendment or repeal of such legislation to encourage the establishment, maintenance or expansion of an investment in its territory, to the extent that such amendment or repeal involves decreasing their labor, environmental or health standards. If a Party considers that another Party has offered such an encouragement, the Parties will address the issue through consultations.

Part III. Institutional Governance and Dispute Prevention and Settlement

Article 18. Joint Committee for the Administration of the Agreement

1. For the purpose of this Agreement, the Parties hereby establish a Joint Committee for the administration of this Agreement (hereinafter referred as "Joint Committee").

2. This Joint Committee shall be composed of government representatives of both Parties designated by their respective Governments.

3. The Joint Committee shall meet at such times, in such places and through such means as the Parties may agree. Meetings shall be held at least once a year, with alternating chairmanships between the Parties.

4. The Joint Committee shall have the following functions and responsibilities:

a) Ensure the implementation of this Agreement;

b) Discuss and disseminate opportunities for the expansion of mutual investment;

c) Coordinate the implementation of the Agenda for Further Investment Cooperation and Facilitation, in conformity with Article 26;

d) Consult with the private sector and relevant stakeholders, when applicable, views on their views on specific issues related to the work of the Joint Committee;

e) Address any issues concerning investments of investors of a Party in an amicable manner; and

f) Supplement the rules for arbitral dispute settlement between the Parties, if necessary.

5. The Parties may establish ad hoc working groups, which shall meet jointly or separately from the Joint Committee.

6. The private sector may be invited to participate in the ad hoc working groups, whenever authorized by the Joint Committee.

7. The Joint Committee shall establish its own rules of procedure.

Article 19. National Focal Points or Ombudspersons

1. Each Party shall designate a single agency or authority as a National Focal Point, or Ombudsperson, which shall have as its main responsibility the support for investors from the other Party in its territory.

2. In the Federative Republic of Brazil, the National Focal Point or Ombudsperson shall be the Ombudsman of Direct Foreign Investment (OID) of the Foreign Trade Board (CAMEX).

3. In case of the United Arab Emirates, the National Focal Point/Ombudsperson shall be the Ministry of Finance.

4. The National Focal Point/Ombudsperson, among other responsibilities, shall, in an expeditious manner:

a) Endeavour to follow the recommendations of the Joint Committee and interact with the National Focal Point of the other Party, in accordance with this Agreement;

b) Follow up on requests and enquiries of the other Party or of investors of the other Party with the competent authorities of the Party and inform the stakeholders on the results of its actions;

c) Assess, in consultation with relevant government authorities, suggestions and complaints of the Party received from the other Party or investors of the other Party and recommend, as appropriate, actions to improve the investment environment;

d) Seek to prevent differences in investment matters, in collaboration with government authorities of the Party and relevant private entities, and report to the Joint Committee;

e) Provide timely and useful information on regulatory issues, which could affect general investment or specific projects; and

f) Report its activities and actions to the Joint Committee, when appropriate.

5. The National Focal Points or Ombudspersons shall cooperate with each other and with the Joint Committee with a view to helping in the prevention of disputes between the Parties.

6. Each Party shall determine time limits for the implementation of each of its functions and responsibilities, which shall be communicated to the other Party.

Article 20. Exchange of Information between Parties

1. The Parties shall exchange information, whenever possible and relevant to reciprocal investments, concerning business opportunities, procedures, and requirements for investment, particularly through the Joint Committee and its National Focal Points, except confidential business information concerning the investment.

2. For this purpose, a Party shall provide, whenever possible, on a non-compulsory basis and when requested, in a timely fashion and with respect for the applicable level of protection, information related to such issues as:

a) Regulatory conditions for investment;

b) Governmental programmes and possible related incentives;

c) Public policies and legal frameworks that may affect investment;

d) Legal framework for investment, including legislation on the establishment of companies and joint ventures;

e) Related international treaties;

f) Customs procedures and tax regimes;

g) Statistical information on the market for goods and services;

h) Available infrastructure and public services;

i) Governmental procurement and public concessions;

j) Social and labour requirements;

k) Immigration legislation;

l) Currency exchange legislation;

m) Legislation regarding specific economic sectors previously identified by the Parties;

n) Regional projects and agreements related to an investment; and

o) Public-Private Partnerships (PPPs)

Article 21. Treatment of Protected Information

1. The Parties shall respect the level of protection of information provided by the submitting Party, according to the Party's national legislation on the matter.

2. None of the provisions of the Agreement shall be construed to require any Party to disclose protected information, the disclosure of which would jeopardize law enforcement or otherwise be contrary to the public interest or would violate the privacy or harm legitimate business interests. For the purposes of this paragraph, protected information includes confidential business information, and information considered privileged or protected from disclosure under the applicable laws of a Party.

Article 22. Interaction with the Private Sector

Recognizing the key role played by the private sector, the Parties shall as far as possible disseminate, among the relevant business sectors, general information on investment, regulatory frameworks and business opportunities in the territory of the other Party.

Article 23. Cooperation between Agencies Responsible for Investment Promotion

The Parties shall promote cooperation between their investment promotion agencies in order to facilitate investment in the territory of the other Party.

Article 24. Dispute Prevention Procedure

1. If a Party considers that a specific measure adopted by the other Party constitutes a breach of this Agreement, it may invoke this Article to initiate a dispute prevention procedure within the Joint Committee.

2. The following rules apply to the aforementioned procedure:

a) To initiate the procedure, the interested Party shall submit a written request to the other Party, identifying the specific measure in question, and presenting the relevant allegations of fact and law. The Joint Committee shall be convened within sixty (60) days from the date of the request;

b) The Joint Committee shall have sixty (60) days from the date of the first meeting, extendable by mutual agreement, to evaluate the submission presented and to prepare a report;

c) The report of the Joint Committee shall include:

i) Identification of the submitting Party;

ii) Description of the measure in question and the alleged breach of the Agreement; and

iii) Findings of the Joint Committee.

d) In the event that the dispute is not resolved upon the completion of the time frames set forth in this Article, or there is non-participation of a Party in the meetings of the Joint Committee convened according to this Article, the dispute may be submitted to arbitration by a Party in accordance with Article 25 of the Agreement.

3. If the measure in question affects a specific investor, the following additional rules shall apply:

a) The initial submission shall identify the affected investor; and

b) Representatives of the affected investor may be invited to appear before the Joint Committee.

4. Whenever relevant to the consideration of the measure in question, the Joint Committee may invite other interested stakeholders to appear before the Joint Committee and present their views on such measure.

5. The records of the meetings held under the Dispute Prevention Procedure and all other related documentation shall remain confidential, except for the report submitted by the Joint Committee under paragraph 2, subject to the relevant legislation of the Parties regarding the disclosure of information.

Article 25. Settlement of Disputes between the Parties

1. Once the procedure under paragraph 2 of Article 24 has been exhausted and the dispute has not been resolved, either Party may submit the dispute to an ad hoc Arbitral Tribunal, in accordance with the provisions ofthis Article. Alternatively, the Parties may choose, by mutual agreement, to submit the dispute to a permanent arbitration institution for settlement of investment disputes. Unless the Parties decide otherwise, such institution shall apply the provisions of this Article.

2. The purpose of arbitration is to determine the conformity with this Agreement of a measure that a Party claims to not be in conformity with the Agreement.

3. The following may not be subject to arbitration: Article 13 - Security Exceptions; Article 14 - Compliance with Domestic Legislation; Article 15 - Corporate Social Responsibility; Paragraph 1 of Article 16 - Investment Measures and Combating Corruption and Illegality; and paragraph 2 of Article 17 - Provisions on Investment and Environment, Labour Affairs and Health.

4. This Article shall not apply to any dispute concerning any facts which have occurred, nor any measures which have been adopted before the entry into force of this Agreement.

5. This Article shall not apply to any dispute if more than five (5) years have elapsed since the date on which the Party knew or should have known of the facts giving rise to the dispute.

6. The Arbitral Tribunal shall consist of three (3) arbitrators. Each Party shall appoint, within three (3) months after receiving the "notice of arbitration", a member of the Arbitral Tribunal. Within three (3) months of the appointment of the second arbitrator, the two members shall appoint a national of a third State with which both Parties maintain diplomatic relations, who, upon approval by both Parties, shall be appointed chairperson of the Arbitral Tribunal. The appointment of the Chairperson must be approved by both Parties within one (1) month from the date of his/her nomination.

7. If, within the periods specified in paragraph 6 of this Article, the necessary appointments are not concluded, either Party

may invite the President of the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of one Party or is prevented from fulfilling said function, the member of the International Court of Justice who has the most seniority who is not a national of a Party will be invited to make the necessary appointments.

8. Arbitrators must:

a) Have the necessary experience or expertise in Public International Law, international investment rules or international trade, or the resolution of disputes arising in relation to international investment agreements;

b) Be independent of and not be affiliated, directly or indirectly, with any of the Parties or with the other arbitrators or potential witnesses nor take instructions from the Parties; and

c) Comply with the "Rules of conduct for the understanding on rules and procedures governing the settlement of disputes" of the World Trade Organization (WTO/DSB/RC/1, dated December 11, 1996), as applicable to the dispute, or any other standard of conduct established by the Joint Committee.

9. The "Notice of Arbitration" and other documents relating to the resolution of the dispute shall be presented at the location designated by each Party.

10. The Arbitral Tribunal shall determine its own procedure in accordance with this Article and, subsidiary, to the extent that it is not inconsistent with this Agreement, the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The Arbitral Tribunal will render its decision by majority vote and decide on the basis of the provisions of this Agreement and the applicable principles and rules of international law as recognized by both Parties. Unless otherwise agreed, the decision of the Arbitral Tribunal shall be rendered within six (6) months following the appointment of the Chairperson in accordance with paragraphs 6 and 7 of this article.

11. The decision of the Arbitral Tribunal shall be final and binding to the Parties, who shall comply with it without delay.

12. The Joint Committee shall approve the general rule for determining the arbitrators' fees, taking into account the practices of relevant international organizations. The Parties shall bear the expenses of the arbitrators as well as other costs of the proceedings equally, unless otherwise agreed.

13. Notwithstanding paragraph 2 of this Article, the Parties may, through a specific arbitration agreement, request the arbitrators to examine the existence of damages caused by the measure in question under the obligations of this Agreement and to establish compensation for such damages through an arbitration award. In this case, in addition to the provisions of the preceding paragraphs of this Article, the following shall be observed:

a) The arbitration agreement to examine the existence of damages shall be taken as "notice of arbitration" within the meaning of paragraph 6;

b) This paragraph shall not be applied to a dispute concerning a particular investor which has been previously resolved and where protection of res judicata applies. If an investor had submitted claims regarding the measure at issue in the Joint Committee to local courts or an arbitration tribunal of the Host State, the arbitration to examine damages can only be initiated after the withdrawal of such claims by the investor in local courts or an arbitration tribunal of the Host State. If after the establishment of the arbitration, the existence of claims in local courts or arbitral tribunals over the contested measure is made known to the arbitrators or the Parties, the arbitration will be suspended.

c) If the arbitration award provides monetary compensation, the Party receiving such compensation shall transfer to the holders of the rights of the investment in question , after deducting the costs of the dispute in accordance with the internal procedures of each Party. The Party to whom restitution was granted may request the Arbitral Tribunal to order the transfer of the compensation directly to the holders of rights of the affected investment and the payment of costs to whoever has assumed them.

Part IV. Agenda for Further Investment Cooperation and Facilitation

Article 26. Agenda for Further Investment Cooperation and Facilitation

1. The Joint Committee shall develop and discuss an Agenda for Further Cooperation and Facilitation on relevant topics for the promotion and enhancement of bilateral investment.

2. The issues to be initially discussed by the Parties shall be agreed upon in the first meeting of the Joint Committee.

3. As a result of the discussions in the Joint Committee regarding the Agenda for Further Cooperation and Facilitation, the Parties may adopt additional commitments.

Part V. Final Provisions

Article 27. Amendments

1. This Agreement may be amended at any time at the request of either Party. The requesting Party must submit its request in written form explaining the grounds on which the amendment shall be made. The other Party shall consult with the requesting Party regarding the proposed amendment and shall also respond to the request in writing.

2. This Agreement shall stand automatically amended at all times to the extent that the Parties agree, after completion of their respective ratification procedures. Any agreement to amend the treaty pursuant to this Article must be expressed in writing, whether in a single written instrument or through an exchange of diplomatic notes. Amendments shall be binding on the tribunals constituted under Article 25 of this Agreement and a tribunal award must be consistent with all amendments to this Agreement.

3. Amendments shall enter into force according to the procedure described in Article 28.

Article 28. Final Proviosions

1. Neither the Joint Committee nor the Focal Points or Ombudspersons shall replace or impair, in any way, any other agreement or the diplomatic channels existing between the Parties.

2. Without prejudice to its regular meetings, after ten (10) years of the entry into force of this Agreement, the Joint Committee shall undertake a general review of its implementation and make recommendations for possible amendments, if necessary.

3. This Agreement shall enter into force ninety (90) days after the date of the receipt of the second diplomatic note indicating that all necessary internal procedures with regard to the conclusion and the entry into force of international agreements have been completed by both Parties.

4. This Agreement shall remain in force for a period of ten (10) years and shall lapse thereafter unless the Parties expressly agree in writing that it shall be renewed for an additional ten (10)-year period. On the occasion of the last Joint Committee meeting immediately prior to the completion of such period and of any additional ten (10)-year period, the Parties shall discuss the matter.

5. This Agreement may be terminated any time after its entry into force if either Party gives to the other Party a prior notice in writing twelve (12) months in advance stating its intention to terminate the Agreement. The Agreement shall stand terminated immediately after the expiry of the twelve (12) month notice period.

6. In respect of investments made prior to the date when the termination of this Agreement becomes effective, the provisions of this Agreement shall remain in force for a period of five (5) years. After that, investments shall remain protected under the laws of the host State.

IN WITNESS WHEREOF the undersigned; duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Brasilia, on this 15th day of march, 2019, in Portuguese, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE FEDERATIVE REPUBLIC OF BRAZIL

Ernesto Araujo

Minister of Foreign Affairs

Abdullah bin Zayed al Nahyan

Minister of Foreign Affairs and International Cooperation