AGREEMENT OF ENCOURAGEMENT AND PROTECTION OF INVESTMENT BETWEEN THE SOCIALIST REPUBLIC OF VIETNAM AND THE REPUBLIC OF UZBEKISTAN

The Government of the Socialist Republic of Vietnam and the Government of the Republic of Uzbekistan,

Hereinafter referred to as the Contracting Parties,

Desiring to promote long-term and mutually beneficial economic cooperation between the two countries, recognizing the need to encourage and protect foreign investment with a view to building and maintaining favorable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party, that the stable investment base will ensure maximum efficiency of the use of economic resources and the development of manufacturing forces.

Have agreed as follows:

Article 1. General Definitions

For the purposes of this Agreement:

1. The term "investor" is applied and includes:

i. Countries of the Contracting Parties;

ii. National entities of each of the Contracting Parties;

iii. Citizens, citizen groups of each nation of the Contracting Parties;

iv. Nationals of each country of the Contracting Parties residing abroad.

1. The term "investment" means any form of valuable assets and the rights to them, as well as the rights to intellectual property, trade and industry, such as copyrights, patents, utility solutions, industrial designs, trademarks goods, company names, secrets and commercial production, technology, business reputation and technical know-how.

2. The investment in the territory of the contracting parties is done to:

i. Establish business associations, banks, insurance organizations and other enterprises that are wholly or partly owned by investors;

ii. Ownership of property, shares and other bills;

iii. Other property rights, including the right to hire and use of land and natural resources;

iv. Other investment-making activities which are not contrary to applicable laws in the territory of the Contracting Party where the investment is made;

Any change in the form of initial investment as well as reinvested does not affect their classification as investment.

1. The term "legal entity" means the legal entities who are recognized under the laws of each Contracting Party and make investments in the territory of the other Contracting Party.

2. The term "citizen" means persons who have nationality and legal capacity under the law of each Contracting Party, permanently reside in the territory of that Contracting Party or live abroad and carry out in the territory of the other Contracting Party.

3. The term "income" means but not exclusively, the amount of proceeds from an investment as determined in this article,

paragraphs 2 and 3 in the form of profits, interest and dividends, portions, royalties, commissions, payments made for assistance, technical services and other forms of remuneration.

4. The term "territory" means the territory of the Contracting Party (including islands, seabed and territorial sea), in which the Contracting Party exercises its sovereignty, sovereign rights and jurisdiction in accordance with international law and national law.

Article 2. Application of the Agreement

This Agreement shall apply to investments of investors of the Contracting Party in the territory of the other Contracting Party, in accordance with the foreign investment law of that Contracting Party, made before or after when this Agreement comes into force.

Article 3. Promotion and Protection of Investments

1. Each Contracting Party shall, in accordance with its laws, authorize and encourage investments of investors of the other Contracting Party in its territory and ensure full legal protection of such investments.

2. Within the scope of their respective laws, each Contracting Party shall support various forms of bilateral investment and support the economic cooperation between the Contracting Parties by protecting the investments of the private investors of the other Contracting Party in its territory.

3. Where necessary, the Contracting Parties will support enterprises with the investment of the investors of the Contracting Parties when they carry out direct investment projects and various economic projects on the territory of the Contracting Parties.

4. For the purposes of this Agreement, when a Contracting Party allows an investment in its territory, that Contracting Party shall, under its law, grant the necessary permits to the investments of the investors of the other Contracting Party.

Article 4. Most-favored Nation Treatment

1. In its territory, each Contracting Party shall accord to investments and incomes of investors of the other Contracting Party a fair and equitable regime, no less favorable than the regime it accords to investments and earnings of investors of any third country.

2. With respect to investments made by investors of one Contracting Party, the other Contracting Party shall comply with its obligations arising from its laws and this Agreement.

3. The provisions of this Agreement regarding most favored nation treatment shall not be construed as obliging one Contracting Party to apply preferential treatment to investors of the other Contracting Party when the This offer arises from:

i. Existing or possible future agreements on tariffs, payments and currencies, free trade areas and joint tariffs, common markets or any form of economic integration agreements area to which a Contracting Party is a party.

ii. Double Taxation Avoidance Agreements or other international tax treaties.

Article 5. Transfer of Funds and Assets

1. After the investors of either Contracting Party has paid taxes and contributions arising from the investment in the territory of the other Contracting Party, the other Contracting Party shall ensure the favorable conversion of investment-related payments, in particular, but not exclusively:

i. Interest, dividends, profits and earnings is as defined in Article 1, Section 7 of this Agreement;

ii. The amount of money to pay debts that the Contracting Parties have determined to be investment capital;

iii. Amount of expenses for investment management;

iv. Royalties and other forms of payment arising from the rights set forth in Article 1, Section 2 of this Agreement;

v. Additional capital and capital necessary for the maintenance and development of the supply chain, such as the administration of investments made in the territory of the other Contracting Party;

vi. Revenues from transfer or liquidation of part or the whole of an investment, including capital increase;

vii. The salaries of nationals of a Contracting Party received from investments made in the territory of the other Contracting Party;

viii. The compensation awarded by the terms of the provisionf of this Agreement and other payments related to any investment dispute within the scope of this Agreement.

1. The transfer of funds shall be effected without delay in the foreign currency at the time of investment or in the freely convertible foreign currency at the exchange rate on the date of remittance, in accordance with the laws of the Contracting Party where the investment is made.

2. Notwithstanding the provisions of paragraphs 2 and 3 of this Article, Contracting Parties may prohibit the transfer of funds on fair and non-discriminatory conditions when applying their laws in the following cases:

i. Bankruptcy, insolvency, or protection of the interests of creditors;

ii. Issuance, sale or trading of bills;

iii. Criminal and administrative crimes;

iv. Violation of orders or court decisions.

1. The income and other amounts of money in any foreign currency provided for in this Article and received by investors of one Contracting Party from investments in the territory of the other Contracting Party, may be reinvested or used for other purposes on the territory of the place of investment, in accordance with the laws of that place.

2. The deposit and transfer of funds in any foreign currency, payment documents, bills of exchange are governed by the monetary laws of the Contracting Party where the investment is located.

Article 6. Expropriation of Investments and Compensation for Damages

1. The Contracting Parties shall not, directly or indirectly, take measures of expropriation, nationalization and other measures of similar nature and consequences to the investments of investors of the other Contracting Party if they are not related to:

i. measures applied in the public interest are taken within the framework of the law;

ii. non-discriminatory measures applied correspondingly to the actions taken by the Contracting Party.

2. The Contracting Party conducting investment expropriation in accordance with paragraphs 1-i and 1-ii of this Article, shall provide fair and effective compensation to investors of the other Contracting Party. Such compensation shall be in accordance with the market price of the investment subject to expropriation determined by the status prior to the acquisition being made or before the time when the decision on requisition is made public (subject to whichever occurs earlier), will include the return on investment subject to interest at the "LIBOR" rate from the date of expropriation and be freely convertible. The amount of compensation is determined in foreign currency that investors have invested in or in freely convertible foreign currencies and paid to investors without delay, regardless of their residence or living. "Delayed" transfers are considered to be a remittance conducted within the normal time required for the remittance procedure. The period for this period is calculated starting from the date of application.

1. Investors of a Contracting Party whose investment suffer damage caused by war, armed conflict, revolution, special situations, coups, public disorder or similar circumstances in the territory of the other Contracting Party shall be compensated and compensated for damages in the conditions of Article 4, paragraphs 1, 2 and 3 of this Agreement.

2. Investors of a Contracting Party shall be entitled to compensation for damage to their investments in the territory of the other Contracting Party due to the actions of the Contracting State authorities and officials that are unlawful, provided that such agencies and officials do not take timely measures against investors and enterprises of the Contracting Party in connection with these investments.

Article 7. Subrogation

1. In the event that a Contracting Party or its authorized bodies have granted a financial guarantee of non-commercial risks to investments made by investors of their country in the territory of the other Contracting Party and having made such payments under that guarantee, the other Contracting Party on the basis of the principle of subrogation shall recognize the

transfer of the entire right and require the above mentioned investors to the first Contracting Party or competent authorities. their rights, provided that the investor's affiliations are closely linked to the covered investments.

2. In the case of a right as provided for in paragraph 1 of this article, the investor shall not be entitled to a claim if the Contracting Party or the body authorized does not authorize the investor to do so.

3. The Contracting Party, which is a disputing Party with an investor of the other Contracting Party, in the process of settling or implementing dispute settlement decisions, shall not base its defence on any of its immunities or on the fact that the investor receives compensation in whole or in part for any loss or damage under any insurance contract or guarantee provided by the other Contracting Party or their authorities.

Article 8. Consultations

Each Contracting Party may request that the other Contracting Party to hold consultations meetings on any matter relating to the interpretation or implementation of this Agreement. The Contracting Parties shall be in good faith for such meetings and to appropriately enable such consultations.

Article 9. Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties regarding the interpretation and application of the provisions of this Agreement shall be settled through diplomatic channels.

2. If the Contracting Parties fail to reach consensus within six months of the date of the dispute, at the request of any Contracting Party, the dispute shall be referred to the Arbitral Tribunal, including three members. Each Contracting Party shall designate an arbitrator and the chosen arbitrators shall elect the President, who is a third country citizen who has diplomatic relations with both Contracting Parties.

3. If a Contracting Party does not designate its arbitrator and disagrees with the request of the other Contracting Party to make such appointment within two months, the other Contracting Party may request the President of the International Court of Justice to implement the necessary appointments.

4. If both arbitrators fail to reach agreement on the election of the President within two months after their appointment, any Contracting Party may request the President of the International Court of Justice to proceed with the necessary appointments.

5. If in the circumstances specified in paragraphs 3 and 4 of this Article the President of the International Tribunal is unable to exercise the above function or he is a national of a Contracting Party, the appointment shall be made by the Vice President. If the Vice President is not able to perform the corresponding function or is a national of a Contracting Party, the appointment shall be made by the next senior member of the International Court of Justice which is not a citizen of any Contracting Party.

6. The tribunal will make decisions on the basis of respect for the law. During the trial until the tribunal issues a decision, the tribunal may request the Contracting Parties to resolve the dispute by means of conciliation. The foregoing provisions shall not preclude the settlement of a dispute if the Contracting Parties agree to resolve such dispute.

7. Without breaching other agreements between the Contracting Parties, the tribunal will establish its own rules of procedure. The court decides by majority vote.

8. Each Contracting Party shall bear the costs of its arbitrator in the tribunal and its share of the arbitration proceedings. The costs of the President of the arbitral tribunal and other costs shall be borne by the Contracting Parties in equal portions. However, the Tribunal may determine a higher level of contribution to a Contracting Party and this decision is binding on Contracting Parties.

9. The tribunal's decision is final and binding on the Contracting Parties.

Article 10. Settlement of Disputes between a Contracting Party and Investors of the other Contracting Party

1. In case of a dispute between a Contracting Party and an investor of the other Contracting Party regarding:

a. Obligations of one Contracting Party to investors of the other Contracting Party on investment issues;

b. Violation of the rights set forth in this Agreement or as a result of this Agreement with respect to that investor's investment;

Disputes shall be resolved to the extent possible, by exchanging ideas and negotiation.

2. If, within 6 months of the time of issuing a written request, the two parties to the dispute still fail to reach an agreement, then at the request of one party, the dispute may be settled at:

a. The courts of the Contracting Party where such investments are made, which are appropriate to its jurisdiction.

b. The International Centre for the Settlement of Investment Disputes (hereinafter called the "Centre"), pursuant to the provisions of the Convention signed in Washington March 18, 1965 to settle disputes between countries and nationals of other countries with respect to investment, if the two Contracting States have signed the Convention;

c. An "ad-hoc" international arbitral tribunal under the current arbitration rules of the United Nations Commission on International Trade Law.

Article 11. Application of other Provisions and Special Obligations

If the provisions of the law of a Contracting Party or the obligations related to the current or existing international law additional to this Agreement, include provisions of a general or particular nature regarding the investor of the other Contracting Party, which are more favorable than the regime provided for in this Agreement, the above provisions shall prevail over this Agreement.

Article 12. Applicable Law

1. Unless otherwise provided for in this Agreement, investments made pursuant to this Agreement shall be governed by the law of the Contracting Party in which investments are made.

2. The provisions of paragraph 1 of this Article do not limit the Contracting Party to take measures to protect vital security interests or in an emergency, in accordance with the laws of that Contracting Party and carried on a non-discriminatory basis.

Article 13. Amendments and Supplements

This Agreement may be modified and supplemented by the written consent of the Contracting Parties.

Article 14. Validity, Duration and Termination of the Agreement

1. he Contracting Parties shall exchange documents on the completion of the legal procedures provided for by the law of the Contracting Parties for the entry into force of this Agreement. This Agreement shall enter into force upon the receipt of the second instrument.

2. This Agreement is valid for 10 years. The Agreement shall automatically extend for the next 5 years if no Contracting Party gives a written notice to the other Contracting Party 12 months prior to the expiration of the Agreement on the intention to terminate this Agreement.

3. In the event of termination of this Agreement, the provisions of Articles 1 - 11 will continue to be valid for the next 10 years for investments made before the expiry of this Agreement.

Done in two official copies on March 28, 1996 in Hanoi, each copy in Vietnamese, Uzbek, Russian, having all documents equal value.

The Russian language version will be used to interpret this Agreement.

ON BEHALF OF THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

ON BEHALF OF THE GOVERNMENT OF UZBEKISTAN