

Agreement between the Government of Ukraine and the Government of the Republic of San Marino on the promotion and

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San Marino, Cabinet of Ministers of Ukraine; Agreement, International Document from

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Agreement

Between the Government of Ukraine and the Government of the Republic of San Marino on the promotion and mutual protection of investments

{The agreement is ratified by the law

N 571-41 (571-17) dated 19.09.2008}

The Government (Cabinet of Ministers) of Ukraine and the Government of the Republic of San Marino (hereinafter referred to as the Contracting Parties),

Desiring to strengthen economic cooperation for the mutual benefit of both States,

Intending to create and maintain favorable conditions for investments of investors of one State in the territory of another State, and

Recognizing that the promotion and mutual protection of investments under this Agreement stimulate business initiatives in this field,

Have agreed as follows:

Article 1. Definition

For the purposes of this Agreement:

1. The term "investment" covers any type of asset,

Invested in connection with economic activities by an investor of one Contracting Party in the territory of the State of the other Contracting Party in accordance with the laws and regulations of the latter, and shall include, but are not limited to:

(A) movable and immovable property, as well as any other proprietary rights such as mortgages, liens, lending and similar rights;

(B) shares, securities and debt obligations of companies or any other form of participation in a company;

C) requirements for money or any performance

Obligations that have an economic value associated with the investment;

3) intellectual property rights, including copyrights, trademarks, patents, industrial designs, technical processes, know-how, trade secrets, company names and goodwill related to investment;

F) any right granted by law or by contract and any licenses and permits granted in accordance with the law, including concessions for exploration, extraction,

Development and exploitation of natural resources;

£) any increased value of the investment.

Any change in the form in which the assets are invested is not

Will affect their character as investment.

2. The term "investor" means any physical or legal entity

A person who invests in the territory of the other Contracting Party:

(A) the term "natural person" means:

- In respect of Ukraine, any person who has acquired the citizenship of Ukraine in the manner prescribed by the laws of Ukraine and international treaties;

- In respect of the Republic of San Marino, any natural person who, under the law, has the nationality of that State or a natural person residing in that State on an on-going basis;

B) the term "legal entity" means any organization that is incorporated or founded or otherwise properly organized in accordance with the law of the State of either Contracting Party, including companies, associations, partnerships, corporations, affiliates, and others.

3. The term "proceeds" means amounts received by the investor as a result of investment activity and, in particular, but not exclusively, include profits, interest, capital gains, stocks, dividends, royalties, and service fees.

4. The term "territory" means, in relation to each of the Contracting Parties, the territory under its sovereignty and the maritime and underwater areas over which this Contracting Party carries out, in accordance with international law, sovereignty, sovereignty or jurisdiction.

Article 2. Promoting and Protecting Investment

1. Each Contracting Party shall encourage and create favorable conditions for investors of the other Contracting Party to invest in its territory and allows such investments in accordance with its legislation.

2. Investments of investors of either Contracting Party shall enjoy fair and equal treatment and shall enjoy complete protection and security in the territory of the other Contracting Party.

Article 3. Most Favored Mode

1. Each Contracting Party, in its territory, grants investors and investors of the other Contracting Party a fair and equitable treatment no less favorable than that accorded to the investments and income of its own investors or investors of any third State.

2. Each Contracting Party shall, in the territory of its State, provide investors of the other Contracting Party with respect to the management, maintenance, use, receipt of profits and disposal of its investments, a regime which is fair and equitable and less favorable than that accorded by its own Investors or investors of any other State.

3. The provisions of paragraphs 1 and 2 of this Article shall not be interpreted to oblige one Contracting Party to extend to investors the benefit of any other benefit from any regime, preferential treatment or privilege that may be extended by the latter Contracting Party arising out of

With:

A) any customs union or free trade area or monetary union or similar international agreements leading to such unions, or entities or other forms of regional cooperation to which either Contracting Party is or may become a party;

B) any international agreement or arrangement concerning wholly or partly taxation.

Article 4. Compensation for Loss and Damage

1. When investments of investors of either Contracting Party suffer losses or losses due to war, armed conflict, national emergency, revolt, insurrection, revolt, or other similar events in the territory of the other Contracting Party, they shall be

accorded the treatment of the last Contracting Party in relation to Restitution, indemnity, compensation or other remedy, no less favorable than that accorded by the last Contracting Party to its own investors or investors of any third State.

2. Without prejudice to the provisions of paragraph 1 of this Article, investors of one Contracting Party who, during any of the events referred to in this paragraph, suffer losses or losses in the territory of the State of the other Contracting Party arising from:

A) the requisitioning of their property by its forces or state authorities;

B) the destruction of their property by its forces or authorities, which was not caused by military actions, or was not required by the necessary situation;

Fair and adequate compensation will be provided for losses and losses incurred during the period of the requisition or as a result of the destruction of the property. The emerging payments will be freely converted into freely convertible currency without delay.

Article 5. Expropriation

1. Investments of investors of any Contracting Party shall not be nationalized, expropriated or subjected to measures having an effect equivalent to nationalization or expropriation

(Hereinafter referred to as "expropriation") in the territory of the State of the other Contracting Party, except for public purposes. Expropriation will be conducted in accordance with the laws of the state on a non-discriminatory basis and will be accompanied by conditions for the payment of immediate, adequate and effective compensation. Such compensation will be equal to the market value of investments, at a time when the expropriation or threat of expropriation has become commonplace, will include a percentage from the date of expropriation, will be carried out without delay, and will be such that it is effectively implemented and freely converted into a freely convertible currency.

2. An injured investor shall have the right to an immediate review by a judicial or other independent authority in accordance with the law of the State of that Contracting Party in his case, and an assessment of his investments in accordance with the principles set forth in this Article.

3. The provisions of paragraph 1 of this Article shall also apply when a Contracting Party expropriates the assets of a company established or established in accordance with the law in force in any part of its territory and in which the investors of the other Contracting Party hold shares.

Article 6. Transfers

1. The Contracting Parties guarantee the transfer of payments relating to investment and income. Transfers will be made in freely convertible currency, without any restrictions and unnecessary

Delayed Such remittances include, but are not limited to:

A) capital and additional amounts to support or increase investment;

(B) Profit, interest, dividends and other current income;

C) funds for loan repayment;

(D) royalties or service fees;

E) proceeds from the sale or liquidation of investments;

£) earnings of individuals in accordance with the legislation of the state of the Contracting Party in which the investment was made.

2. For the purposes of this Agreement, the exchange rates will be official exchange rates valid for current transactions on the date of transfer, unless otherwise agreed.

Article 7. Subrogation

1. If a Contracting Party or its designated intermediary makes payments to its own investors in accordance with the guarantee given in connection with an investment in the territory of the other Contracting Party, the Contracting Party shall recognize:

A) the transfer, either by law or by lawful agreement in that country, of any investor's right or claim in respect of such investment to the prior Contracting Party or its designated intermediary,

(B) that the prior Contracting Party or its designated intermediary has the right, as a result of subrogation, to exercise the rights and make claims of that investor and to transfer the obligations associated with this investment.

2. Obtained as a result of the subrogation of rights or claims will not go beyond the rights and requirements of the investor.

Article 8. Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of that other Contracting Party shall be the subject of negotiations between the parties to the dispute.

2. If any dispute between the investor of one Contracting Party and the other Contracting Party can not be so resolved within six months, the investor shall be entitled to refer the matter to either:

(A) the competent court of the State of the Contracting Party in whose territory the investments were made;

(B) Arbitrator or International Court of Arbitration established in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (SHIPPING)

(995_059). The parties to the dispute may agree to change these Rules in writing. Arbitration decisions will be final and binding on both parties to the dispute;

C) the International Center for the Settlement of Investment Disputes (ISAF), bearing in mind the relevant provisions of the Convention on the Settlement of Investment Disputes between States and Foreign Holders, opened for signature in Washington, DC, on March 18, 1965, in the event that The two Contracting Parties became parties to this Convention.

Article 9. Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall, if possible, be settled by consultation or negotiation.

2. If such a dispute can not be resolved in this way

Within six months, at the request of either Contracting Party, be submitted to the Arbitral Tribunal in accordance with the provisions of this Article.

3. The Arbitral Tribunal shall be established for each individual case as follows. Within two months after receiving an application for an arbitral award, each of the Contracting Parties shall appoint one member of this Court. These two members shall then elect a citizen of a third State, who, after approval by the Contracting Parties, will be appointed Chairman of the Court (hereinafter referred to as the President). The chairman will be appointed within three months from the date of appointment of the other two members.

4. If, during any of the periods specified in paragraph 3 of this article, the necessary appointments have not been made, the President of the International Court of Justice will be invited to make the necessary appointments. If it turns out that he is a citizen of either Contracting Party or if other reasons prevent him from fulfilling the specified function, the Vice President will be invited to make the necessary appointments. If it turns out that the Vice-President is also a national of a State of either Contracting Party or can not perform this function, a member of the International Court of Justice, following a seniority who is not a national of a State of either Contracting Party, will be invited to make the necessary appointments..

5. The Arbitral Tribunal shall reach its decisions by a majority of votes. Such decisions will be binding on the parties to the dispute. Each Contracting Party shall bear the costs of its members of the court and its representation in the arbitration proceedings; The costs of the Chairman shall be borne in equal parts by the two Contracting Parties. The Arbitral Tribunal will determine its own procedure.

Article 10. Application of other Rules and Special Obligations

1. If a matter is regulated simultaneously by this Agreement and another international agreement to which both Contracting Parties are parties, nothing in this Agreement shall prevent the Contracting Parties or any of its investors who have

investments in the territory of the State of the other Contracting Party to enjoy the benefits of those rules which Are more favorable in relation to his case.

2. If the treatment to be provided by one Contracting Party to investors of the other Contracting Party in accordance with its national law or other special provisions of the contracts is more favorable than that accorded by this Agreement, it will be granted more favorable.

Article 11. Application of this Agreement

The terms of this Agreement will apply to investments,

Made by investors of one Contracting Party in the territory of the other Contracting Party both before and after the entry into force of this Agreement, but not applicable to disputes and disputes arising from investments of investors of one Contracting Party in the territory of the State of the other Contracting Party prior to the acquisition of this Agreement is in force.

Article 12. Entry Into Force, Duration and Termination

1. Each Contracting Party shall notify the other of the implementation of the internal procedures required by its legislation for the entry into force of this Agreement. This Agreement shall come into force on the date of receipt of the last written notification.

2. This Agreement shall be concluded for a period of 10 years and shall be continued for subsequent periods if one of the Contracting Parties does not, in writing, 6 months before the expiration of the Agreement.

Inform the other Contracting Party of its intention to terminate the Agreement.

3. In relation to investments made prior to the termination of this Agreement, the terms of this Agreement shall remain in force for a period of ten years from the date of termination.

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

Done in Kyiv on January 13, 2006 in two original copies, each in the Ukrainian, English, and Italian languages, all texts being equally authentic. In case of divergence in the interpretation of the provisions of this Agreement, the text is in English

The language will prevail.

For the Government

Ukraine

For the Government

Republic of San Marino

(signature)

(signature)

Arseniy Yatsenyuk

Claudio Felicci