AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA AND THE GOVERNMENT OF THE HELLENIC REPUBLIC FOR THE ENCOURAGEMENT AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the people's of China and the Government of the Hellenic Republic,

(hereinafter referred to as the "Contracting Parties"),

Desiring to intensify their economic cooperation to the mutual benefit of both states on a long term basis,

Having as their objective to create favourable conditions for investments by investors of either party in the territory of the other party,

Recognizing that the encouragement and protection of investments, on the basis of the present Agreement, will stimulate the initiative in this field,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1 . "Investment" means every kind of asset intenced to be invested by an investor of a Contracting Party and admitted by the other Contracting party, according to its laws and regulations, in connection with the implementation of this Agreement. In particular, though not exclusively includes:

a) Movable and immovable property and any other property rights such as mortgages, line or pledges,

b) Shares in and stock and debentures of a company and another from of participation in a company,

c) Loans, claims to money or to any performance under contract having a financial value,

d) Intellectual and industrial property rights, goodwill, technical processes and know-how,

e) Business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources,

f) Goods that under a leasing agreement are placed at the disposal of a lessee in the territory of a contracting party in conformity with its laws and regulations.

2 . "Returns" means the amounts yielded by a investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties and other fees:

3 . "Investor" shall comprise:

a) With respect to the People's Republic of China: natural persons having the nationality of the People's Republic of China and economic entities established in accordance with the laws of the people's Republic of China and having their seat in its territory.

b) With regard to the Hellenic Republic : natural persons having Greek nationality in accordance with its laws and legal persons constituted in accordance with Greek law and having their seat within its territory.

Article 2. Promotion and Protection of Investments

1 . Each Contracting party promotes in its territory investments by investors of the other Contracting Party and admits such investments in accordance with its legislation.

2 . Investments by invertors of a Contracting Party shall, at all times be accorded fair and equitable treatment, and shall enjoy full protection and security in the territory of the other Contracting party.

3 . A possible change in the form in which the investments have been made dose not affect their substance as investments, provided that such a change does not contradict the laws and regulations of the relevant Contracting party.

4 . Returns from the investments and, in cases of approved reinvestment, the income ensuing, therefrom enjoy the same protection as the initial investments.

5 . Each contracting party shall, subject to its laws and regulations relating to the entry, stay and work of natural persons, grant assistance and provide facilities for obtaining visas and work permits in its territory to investors to investors of the other Contracting party, in connection with activities associated with their investment.

6 . Each contracting party shall observe any other obligation it may have entered into, with regard to investments of investors of the other Contracting Party.

Article 3. Most Favoured-nation Provisions

1 . Neither Contracting party shall subject investments in its territory owned wholly or partially by investors of the other Contracting party to treatment less favourable than that which it accords to investments of investors of any third State.

2 . Neither Contracting Party shall subject investors of the other Contracting Party, as regards their activity in connection with investments in its territory, to treatment less favourable than that which it accords to investors of any third State.

2 . Such treatment shall not relate to privileges or advantages which either Contracting Party accords to investors of third States:

a) On account of its membership of, or association with, a customs or economic union, a common market, a free trade area or similar institutions,

b) By virtue of a double taxation agreement of other agreements regarding matters of taxation.

Article 4. Expropriation

1 . Investments by investors of either Contracting Party shall not be expropriated, nationalized or subjected to any other measure the effects of which would be tantamount to expropriation or nationalization in the territory of the other Contracting Party except under the following conditions:

a) The measures are taken in the public interest and under due process of law, in accordance with domestic legislation,

b) The measures are clear and not discriminatory, and

c) The measures are accompanied by provisions for the payment, without undue delay, of fair compensation.

2 . Such compensation shall amount to the value of the investments affected immediately before the measures referred to in paragraph (1) occurred or became public knowledge and it shall be freely transferable in convertible currency from the Contracting Party, at the rate of exchange applicable on the date used for the determination of value. The compensation shall be calculated in such a way as to place the investor in the same financial position in which he would have been, had the measures referred to in par. (1) not been taken. Such compensation shall be calculated on the basis of generally accepted international methods. The compensation shall be transferable without delay and shall include interest until the date of payment at the appropriate interest rate and its amount shall be subject to review by due process of law, in accordance with domestic legislation.p

Article 5. Compensation for Losses

1 . Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer lesses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection or riot in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution. Indemnification, compensation or other settlement. if any, no less favourable than that which the latter Contracting Party accords to investors of any third State. Resulting payments shall be freely transferable.

2 . Without prejudice to paragraph(1) of this Article. Investors of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:paragraph(1) of this Article. Investors of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:

a) Requisitioning of their property by its forces or authorities, or

b) Destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation,

Shall be accorded restitution or compensation. Resulting payments shall be freely transferable.

Article 6. Recatriation of Investment and Returns

1 . Each Contracting Party shall guarantee. In respect of investments of investors of the other Contracting Party. The free transfer of the investment and its returns according to its laws and regulations concerning foreign exchange control. The transfers shall be effected, without undue delay, in a freely convertible currency to be agreed upon between the investor and the Contracting Party concerned and at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

2 . Such transfers include in particular, though not exclusively:

a) Capital and addititonal amounts to maintain or increase the investment,

b) Profits, interest, dividends and other current income,

c) Funds in repayment of loans,

d) Royalties and other fees,

e) Proceeds of sale or liquidation of the whole or any part of the investment.

Article 7. Subrogation

If a Contracting Party or its designated Agency makes a payment under a guarantee it has issued against non-commercial risks in relation to an investment of an investor in the territory of the other Contracting Party, the Latter shall recognize the transfer of any rights of claims of the investor to the Contracting Party or its designated Agency, by virtue of the principle of subrogation.

The subrogated rights or claims shall not be greater than the original rights or claims of the investor.

The first Contracting Party or its designated Agency shall also assume the obligations related to the investment.

Article 8. Application

This Agreement shall also apply to investments made prior to its entry into force by investors of either Contracting party in the territory of the other Contracting Party consistent with the latter's legislation.

Article 9. Disputes between the Contracting Parties

1 . Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall, if possible, be settled through diplomatic channels.

2 . If the dispute cannot thus be settled within six months from the beginning of the negotiations, it shall, upon the request of either Contracting Party be submitted to an arbitration tribunal.

3 . The arbitration tribunal shall be constituted ad hoc as follows, Each Contracting Party shall appoint one arbitrator and these two arbitrators shall agree upon a national of a third State as chairman. The arbitrators shall be appointed within three months, the chairman within five months from the date on which either Contracting Party has informed the other Contracting Party that it intends to submit the dispute to an arbitration tribunal.

4 . If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, any Party to the dispute may, in the absence of any other agreement, invite the President of the International Court of Justice to make

any necessary appointments. If the President of the Court is a national of any party to this dispute or if he is otherwise prevented from discharging the said function, the vice-President or if he is a national of any Party or is otherwise prevented from discharging the said function, the Member of one Court next in seniority who is not a national of any party to the dispute shall be invited to make the necessary appointments.

5 . The arbitration tribunal shall decide on the basis of respect for the law, including particularly the present Agreement and other relevant agreements existing between the two Contracting Parties and the generally acknowledged rules and principles of international law.

6 . Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

7 . The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties.

8 . Each Contracting-Party shall bear the cost of the arbitrator appointed by itself and of its representation. The cost of the chairman as well as the other coats will be born in equal parts by the Contracting Parties.

Article 10. Settlement of Disputes between an Investor and a Host State

1 . Disputes between an investor of a Contracting party and the other Contracting Party concerning an obligation of the letter under this Agreement, in relation to an investment of the former, shall, as far as possible, be settled by the disputing parties in an amicable way.

2 . If such disputes cannot be settled within six months from the date ether party requested amicable settlement, the investor concerned may submit the dispute either to the competent court of the Contracting Party, or to an international arbitration tribunal if the dispute concerns the amount of compensation referred to in Art. 4. Any other dispute between an investor and a Contracting Party, may be submitted to an international arbitration tribunal, only be mutual consent. Each Contracting Party herewith declares its acceptance of such an arbitration procedure. In the latter case, the provisions of Article 9, par, 3-3 shall be applied mutatis mutandis. Nevertheless the secretary General of the International Centre for the settlement of investment Disputes shall be invited to make the necessary appointments whereas the arbitration tribunal shall determine its procedure by applying the UNCITRAL, Arbitration Rules, as then in force. The award shall be building and enforced in accordance with domestic law.

3 . During arbitration or the enforcement of an award, the Contracting Party involved in the dispute shall not raise the objection that the investor of the other Contracting Party has received compensation under an insurance contract in respect of all part of the damage.

4 . In the case both Contracting Parties have become members of the Washington D.C. Convention of 18 March 1965 on the Settlement of Investments Disputes between States and Nationals of the Other States, disputes between either Contracting Party and the investor of the other Contracting Party under the first paragraph of this Article may, by mutual consent be submitted for settlement by conciliation of arbitration to the International Centre for Settlement of Investment Disputes.

Article 11. Application of other Rules

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to the present Agreement contain a regulation, whether general on specific, entitling investments by investors of the other Contracting Party to a treatment more favourable than is provided for by the present Agreement, such regulation shall, to the extent that it is more favourable, prevail over the present Agreement.

Article 12. Consultations

Representatives of the Contracting Parties shall, whenever necessary hold consultations on any matter affecting the implementation of this Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at place and at a time to be agreed upon through diplomatic channels.

Article 13. Entry Into Force-duration-termination

1 . Each Contracting Party shall notify the other Contracting Party of the completion of the internal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the latter notification.

2 . This Agreement shall remain in force for a period of ten years. Thereafter shall remain in force for an indefinite period

unless either Contracting Party notifies in writing to the other Contracting Party its intension to terminate it. The notice of termination of this Agreement shall become effective one year after it has been received by the other Contracting Party.

3 . In respect of investments made prior to the date of the termination of this Agreement the foregoing Articles shall continue to be effective for a further period of twenty years from that date.

Done in duplicate in Beijing on this day of June 25, 1992 in the Chinese, Greek and English languages, all texts being equally authentic. In case of divergence the English text shall prevail.

For the Government of the People's Republic of China

For the Government of the Hellenic Republic