COMPREHENSIVE AGREEMENT ON PROMOTION AND PROTECTION OF INVESTMENTS BETWEEN THE REPUBLIC OF CHILE AND THE SWISS CONFEDERATION

PREAMBLE

The Republic of Chile (''Chile'') and the Swiss Confederation ('Switzerland"), hereinafter referred to as the "Parties" or individually as a "Party";

DESIRING to intensify economic cooperation to the mutual benefit of both States;

INTENDING to foster favourable conditions for investments by investors of one Party in the territory of the other Party;

RECOGNISING that the provisions of this Agreement protect investments and investors of one Party in the territory of the other Party, and are intended to stimulate mutually beneficial business activity and foster sustainable development, while preserving the right of the Parties to regulate in the public interest within their territories;

REAFFIRMING their commitment to promote sustainable development and recognising the importance of the mutual supportiveness of investment, environmental and labour policies:

REAFFIRMING their commitment to democracy, the rule of law, transparency, human rights and fundamental freedoms in accordance with their obligations under international law, including the principles and objectives set out in the United Nations Charter and the Universal Declaration of Human Rights; and

AFFIRMING their determination to prevent and combat corruption and bribery in international investment and to promote responsible business conduct;

Have agreed as follows:

Chapter I. DEFINITIONS AND SCOPE

Article 1. Definitions

For the purposes of this Agreement:

(a) "claimant" means an investor of a Party that is a party to an investment dispute with the other Party;

(b) "covered investment" means an investment in the territory of a Party owned or controlled, directly or indirectly, by an investor of the other Party, made in accordance with the law of the Party in whose territory the investment is made before or after the date of entry into force of this Agreement;

(c) "disputing parties'' means the claimant and the respondent;

(d) "disputing party" means either the claimant or the respondent;

(e) "enterprise'' means any entity constituted or organised under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation. trust, partnership, sole proprietorship, joint venture, association or similar organisation, and a branch of any such entity;

(f) "financial institution'' means a supplier of one or more financial services which is regulated or supervised in respect of the supply of those services as a financial institution under the lmv of the Party in whose territory it is located, including a branch in the territory of the Party of that financial service supplier whose head offices are located in the territory of the other Party;

(g) "financial service" means any service of a financial nature as defined in paragraph 5(a) of the Annex of Financial Services of the General Agreement on Trade in Services (GATS);

(h) "freely convertible currency" means a currency, which can be freely exchanged against currencies, which are widely traded in international foreign exchange markets and widely used in international transactions;

(i) "lCSID" means the International Centre for Settlement of Investment Disputes established by the ICSID Convention;

(j) ''ICSID Additional Facility Rules" means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes:

(k) ''ICSID Convention" means the Convention on the Settlement of Investment Disputes between States and Nationals of other States, done at Washington, March 18, 1965;

(l) "investment" means every asset that an investor owns or controls, directly or indirectly. that has the characteristics of an investment, including the commitment of capital or other resources, the expectation of gain or profit, the assumption of risk or a certain duration. Forms that an investment may take include:

(i) an enterprise;

(ii) shares, stocks and other forms of equity participation in an enterprise:

(iii) bonds, debentures and other debt instruments of an enterprise;

(iv) futures, options and other derivatives;

(v) concessions, licences, authorisations, permits, and similar rights conferred pursuant to domestic law (1);

(1) For greater certainty, whether a concession, licence. authorisation, permit or similar instrument has the characteristics of an investment depends, inter alia, on factors such as the nature and extent of the rights that the holder has under that Party's law.

(vi) turnkey, construction, management, production, concession, revenue-sharing contracts, and other similar contracts including those that involve the presence of the property of an investor in the territory of a Party;

(vii) claims to money or to any performance having an economic value;

(viii) intellectual property rights; and

(ix) any other moveable or immovable, tangible or intangible property, and related property rights, such as leases, mortgages, liens and pledges.

For greater certainty:

(i) returns that are invested are treated as investments, and any alteration of the form in which assets are invested or reinvested does not affect their qualification as investments, provided that the form taken by any investment or reinvestment maintains its compliance with the definition of investment;

(ii) investment does not include an order or judgment entered in a judicial or administrative action or an arbitral award; and

(iii) ''claims to money" does not include:

(aa) claims to money that arise solely from commercial contracts for the sale of goods or services by a natural person or enterprise in the territory of a Party to a natural person or enterprise in the territory of the other Party; and

(bb) the domestic financing of such contracts;

(m) "investor of a Party'' means:

(i) a natural person who, according to the law of a Party, is considered to be its national; or

(ii) an enterprise, which is constituted or otherwise duly organised under the law of a Party and has its seat, together with substantive business activities, in the territory of the same Party;

that has made an investment.

A natural person, who is a national of both Parties shall be deemed to be exclusively a national of the State of his or her

dominant and effective nationality.

(n) "investor of a non-Party" means, with respect to a Party, an investor that has made an investment in the territory of that Party, that is not an investor of a Party;

(o) "locally established enterprise" means an enterprise owned or controlled by an investor of a Party, established in the territory of the other Party. An enterprise is:

(i) owned by an investor of a Party if more than 50 per cent of the equity interest in it is beneficially owned by that investor; or

(ii) controlled by an investor of a Party if such investor has the power to name a majority of its directors or otherwise to legally direct its actions;

(p) "measure" means a law, regulation, rule, procedure, decision, administrative action, requirement, practice or any other form of measure by a Party;

(q) "New York Convention"' means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958;

(r) "non-disputing Party" means the Party that is not a party to an investment dispute;

(s) ''respondent" means the Party that is a party to an investment dispute;

(t) "returns'' means the amounts yielded by or derived from an investment and includes in particular, profits, interest, capital gains, dividends, royalties, payments in connection with intellectual property rights, payments in kind and all other lawful income;

(u) "territory" means:

(i) for Chile, the land, maritime, and air space under its sovereignty, and the exclusive economic zone and the continental shelf within which it exercises sovereign rights and jurisdiction in accordance with international law and its domestic law; and

(ii) for Switzerland, the territory as defined by its law in accordance with international law;

(v) "UNCITRAL Arbitration Rules" means the arbitration rules of the United Nations Commission on International Trade Law; and

(w) ''UNCITRAL Transparency Rules'' means the United Nations Commission on International Trade Law Rules on Transparency in Treaty-based Investor-State Arbitration.

Article 2. Scope of Application

1. This Agreement applies to measures adopted or maintained by a Party relating to:

(a) investors of the other Party; and

(b) covered investments.

2. This Agreement does not apply to claims or disputes arising from an act or fact that took place or a situation that ceased to exist before the date of its entry into force.

3. This Agreement shall not apply to government procurement.

4. Articles 5 (National Treatment) and 6 (Most-Favoured-Nation Treatment) shall not apply to subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance.

5. For greater certainty, this Agreement shall not apply to activities forming part of a public retirement plan or statutory system of social security, except if a Party allows those activities to be conducted by investors of the other Party in competition with a public entity or a financial institution.

Chapter II. INVESTMENT PROMOTION

Article 3. Promotion and Transparency

1. Each Party shall endeavour to promote investments in its territory by investors of the other Party and admit such investments in accordance \Vith its laws and regulations.

2. Each Party shall publish or otherwise make publicly available its laws, regulations and international agreements that may affect the investments of investors of the other Party.

Chapter III. INVESTMENT PROTECTION

Article 4. Treatment of Investors and of Covered Investments

1. Each Party shall accord in its territory to covered investments and investors of the other Party, with respect to their covered investments, fair and equitable treatment and full protection and security in accordance with paragraphs 2 to 7.

2. A Party breaches the obligation of fair and equitable treatment referred to in paragraph I if a measure or series of measures constitute:

(a) denial of justice in criminal, civil or administrative proceedings;

(b) a fundamental breach of due process in judicial and administrative proceedings;

(c) manifest arbitrariness;

(d) targeted discrimination on manifestly wrongful grounds, such as gender, race or religious belief; or

(e) abusive treatment of investors, such as coercion, duress and harassment.

3. Paragraph 2 shall be interpreted in accordance with Annex A (Treatment of Investors and of Covered Investments).

4. In determining the breach referred to in paragraph 2. an arbitral tribunal established according to Chapter IV (Investor-State Dispute Settlement) may take into account specific and unambiguous representations made to an investor by a Party, which the investor reasonably relied upon in deciding to make or maintain the covered investment, but that the Party subsequently frustrated.

5. Full protection and security as referred to in paragraph 1 refers to the Party's obligations relating to physical security of investors and covered investments. (2)

(2) For greater certainty, full protection and security refers to a Party's obligations to act as may be reasonably necessary to protect physical security of investors and covered investments.

6. For greater certainty, a breach of another provision of this Agreement, or a breach of any other international agreement, does not constitute a breach of this Article.

7. The fact that a measure breaches the law of a Party does not, in and of itself, constitute a breach of this Article. In order to ascertain whether the measure breaches this Article, an arbitral tribunal established according to Chapter IV (Investor-State Dispute Settlement) shall consider if a Party has acted inconsistently with paragraphs 1 to 5.

Article 5. National Treatment

1. Each Party shall accord to covered investments treatment no less favourable than the treatment it accords, in like circumstances, to investments of its own investors with respect to the management, conduct, operation, use and sale or nth er disposition of investments in its territory.

2. Each Party shall accord to investors of the other Party treatment no less favourable than the treatment it accords, in like circumstances, to its own investors with respect to the management, conduct, operation, use and sale or other disposition of investments in its territory.

3. For greater certainty, whether treatment is accorded in like circumstances for the purposes of paragraphs 1 and 2 shall be made based on an assessment of the totality of circumstances related to the investor or the investment, including the business sector in which the investor operates, character of the measure, its nature, duration, rationale and purpose, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public policy objectives.

Article 6. Most-Favoured-Nation Treatment

1. Each Party shall accord to covered investments treatment no less favourable than the treatment it accords, in like circumstances, to investments of investors of a non-Party with respect to the management, conduct, operation, use and sale or other disposition of investments in its territory.

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

3. For greater certainty, the determination on whether treatment is accorded in like circumstances for the purposes of paragraphs 1 and 2 shall be made based on an assessment of the totality of circumstances related to the investor or the investment, including the business sector in which the investor operates, character of the measure. its nature, duration, rationale and purpose, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public policy objectives.

4. Treatment as referred to in paragraphs 1 and 2 shall not include special advantages accorded by a Party to investors of any non-Party by virtue of an existing or future agreement establishing a free trade area, a customs union or a common market or by a virtue of an existing or future tax agreement in accordance with Article 40 (Taxation Measures).

5. For greater certainty, the "treatment" referred to in this Article does not include procedures for the resolution of investment disputes between investors and States provided for in other international investment treaties, nor investment contracts concluded between a Party and investors promoting investment of such investors.

6. For greater certainty, substantive obligations in other international investment treaties and other trade agreements concluded by a Party do not in themselves constitute "treatment" and thus cannot give rise to a breach of this Article, in the absence of concrete measures adopted or maintained by that Party pursuant to those obligations.

Article 7. Compensation for Losses

1. An investor of a Party who has suffered losses relating to its investment in the territory of the other Party due to war or to other armed conflict, revolution, insurrection, civil disturbance, or any other similar event in the territory of the latter Party, shall be accorded by the latter Party, as regards restitution, indemnification, compensation or any other settlement, treatment not less favourable than that which it accords to its own investors or to investors of any non-Party, whichever is more favourable to the investor.

2. Notwithstanding paragraph 1, if an investor of a Party, in any of the situations referred to in paragraph 1, suffered a loss in the territory of the other Party resulting from:

(a) requisitioning of its covered investment or part thereof by the latter's armed forces or authorities; or

(b) destruction of its covered investment or part thereof by the latter's armed forces or authorities, which was not required by the necessity of the situation,

the latter Party shall provide to the investor restitution or compensation which in both cases shall be prompt, adequate and effective. The amount of compensation shall be determined in accordance with Article 8 (Expropriation).

Article 8. Expropriation

1. No Party shall expropriate or nationalise a covered investment either directly or indirectly through measures equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation"), except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) in accordance with due process of law; and

(d) on payment of prompt, adequate and effective compensation in accordance with paragraphs 3 and 4.

2. Paragraph 1 shall be interpreted in accordance with Annex 8 (Expropriation).

3. Compensation referred to in subparagraph 1 (d) shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment at the time immediately before the expropriation took place ("the date of expropriation");

(c) not reflect any change in value occurring because the intended expropriation had become known earlier; and

(d) be fully realisable and freely transferable in any freely convertible currency.

4. The amount of compensation shall include interest at a commercially reasonable rate, from the date of expropriation until the date of payment.

5. The investor affected shall have a right, under the law of the expropriating Party, to prompt review of its claim and of the valuation of its investment by a judicial or other independent authority of that Party.

6. This Article does not apply to the issuance of compulsory licenses granted in relation to intellectual property rights, 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 Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1 C to the WTO Agreement.

Article 9. Transfers

1. Each Party shall permit all transfers relating to a covered investment to be made freely and without delay into and out of its territory. Such transfers shall include:

(a) contributions to capital, including initial capital and additional amounts to maintain or increase the capital;

(b) profits, dividends, capital gains, and other returns, royalty payments, management fees, technical assistance fees and other fees;

(c) proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;

(d) payments made under a contract including a loan agreement;

(e) payments made pursuant to Article 7 (Compensation for Losses) and Article 8 (Expropriation); and

(f) payments arising out of the settlement of a dispute.

2. Each Party shall permit transfers relating to a covered investment to be made in a freely convertible currency at the market rate of exchange prevailing at the time of transfer.

3. Nothing in this Article shall be construed to prevent a Party to restrict or delay a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

(a) bankruptcy, insolvency, or the protection of the rights of creditors;

(b) issuing, trading or dealing in securities futures, options or derivatives;

(c) criminal or penal offences;

(d) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;

(e) taxation;

(f) ensuring compliance with orders or judgments in judicial or administrative proceedings; or

(g) social security, public retirement or compulsory savings schemes.

4. This Article is subject to Annex C (Transfers -Chile).

Article 10. Restrictions to Safeguard Balance of Payments

1. Where a Party is in serious balance of payments or external financial difficulties or under threat thereof, it may adopt or maintain restrictions on payments, capital movements or transfers related to investments.

2. Restrictions adopted or maintained under paragraph 1 shall:

(a) be consistent with the Arhcles of Agreement of the Internahonal Monetary Fund;

(b) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;

(c) not exceed those necessary to deal with the circumstances described in paragraph 1;

(d) be temporary and be phased out progressively as the situation specified in paragraph 1 improves;

(e) be applied on a national treatment basis; and

(f) ensure that the other Party is treated as favourably as any non-Party.

Article 11. Subrogation

lf a Party, or any agency, institution, statutory body or corporation designated by the Party, makes a payment to an investor of the Party under a guarantee, a contract of insurance or other form of indemnity that it has entered into with respect to a covered investment, the other Party in whose territory the covered investment was made shall recognise the subrogation or transfer of any rights the investor would have possessed under this Chapter with respect to the covered investment but for the subrogation, and the investor shall be precluded from pursuing these rights to the extent of the subrogation.

Chapter IV. INVESTOR-STATE DISPUTE SETTLEMENT

Article 12. Scope

This Chapter applies to disputes between a claimant of a Party and the other Party arising from an alleged breach of an obligation under Chapter Jif (Investment Protection), which allegedly causes loss or damage to the claimant or its locally established enterprise, hereinafter referred to as an "investment dispute".

Article 13. Consultations

1. An investment dispute should as far as possible be settled amicably, which may include the use of non-binding, third-party procedures, such as good offices, conciliation or mediation, before the submission of a request for consultations pursuant to this Article. Such a settlement may be agreed at any time, including after the claim has been submitted to arbitration pursuant to Article 14 (Submission of a Claim to Arbitration).

2. If an investment dispute cannot be settled as provided for in paragraph 1, a claimant seeking to submit a claim under Article 14 (Submission of a Claim to Arbitration) shall submit a request for consultations to the other Party setting out:

(a) the name and address of the claimant and, if the claim is submitted on behalf of a locally established enterprise. the name, address, place of incorporation of the locally established enterprise and that it owns or controls the locally established enterprise;

(b) a description of the investment and of its ownership and control of the investment;

(c) information concerning the ultimate beneficial owner and corporate structure of the claimant;

(d) evidence establishing that the claimant is an investor of the non-disputing Party;

(e) the legal and the factual basis for the claim, including the provisions of Chapter III (Investment Protection) alleged to have been breached and the measures at issue alleged to be inconsistent with the provisions of Chapter III (Investment Protection); and

(f) the relief sought and the estimated amount of damages claimed.

3. In the event that the investor has not submitted a claim pursuant to Article 14 (Submission of a Claim to Arbitration) within 18 months of submitting the request for consultations, the investor is deemed to have withdrawn its request for consultations and shall not submit a claim under this Chapter with respect to the same measures. This period may be extended by agreement of the disputing parties.

Article 14. Submission of a Claim to Arbitration

1. If an investment dispute has not been resolved within 12 months of the receipt by the respondent of a written request for consultations pursuant to Article 13 (Consultations):

(a) the claimant, on its own behalf, may submit to arbitration under this Chapter acla'im:

(i) that the respondent has breached an obligation under Chapter III (Investment Protection); and

(ii) that the claimant has incurred loss or damage by reason of, or arising out of, that breach; and

(b) the claimant, on behalf of a locally established enterprise which it owns or controls directly or indirectly, may submit to arbitration under this Chapter a claim:

(i) that the respondent has breached an obligation under Chapter III (Investment Protection); and

(ii) that the locally established enterprise has incurred loss or damage by reason of, or arising out of, that breach. If there is a claim submitted by a claimant on behalf of a locally established enterprise, all claims on the same subject matter initiated by either such claimant or locally established enterprise on national level shall be withdrawn.

2. At least 90 days before submitting any claim to arbitration under this Chapter, the claimant shall deliver to the respondent a written notice of its intention to submit a claim to arbitration.

3. All the claims identified by the claimant in the submission of its claim pursuant to this Article must be based on the information identified in its request for consultations pursuant to subparagraph 2 (e) of Article 13 (Consultations).

4. Claims submitted by an investor of a Party, which has changed its corporate structure with a main purpose to gain the protection of this Agreement at a point in time where an investment dispute had arisen or was foreseeable, shall not be admissible. For greater certainty, this includes situations where an investor has changed its corporate structure with the main purpose to submit a claim to its original home State.

5. A claim may be submitted to arbitration under the following rules:

(a) the ICSID Convention and the ICSID Rules of Procedure for Arbitration Proceedings, provided that both Parties are parties to the ICSID Convention;

(b) the ICSID Additional Facility Rules, provided that one of the Parties is a party to the ICSID Convention;

(c) the UNCITRAL Arbitration Rules; or

(d) if the disputing parties agree, to any other arbitration institution or under any other arbitration rules.

6. In case of any conflict between the provisions of this Agreement and the provisions of applicable arbitration rules, the provisions of this Agreement shall prevail to the extent of any such inconsistency. The arbitration rules applicable under this Agreement shall be applied as in force on the date the claim is submitted to arbitration.

7. A claimant who is a natural person and has the nationality of the respondent on the date of submission of a claim may not submit a claim to arbitration.

Article 15. Consent to Arbitration

1. Each Party hereby consents to the submission of an investment dispute to arbitration under Article 14 (Submission of a Claim to Arbitration) in accordance with the provisions of this Chapter. XVII

2. The consent under paragraph 1 and the submission of a claim to arbitration under this Chapter shall satisfy the requirements of:

(a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the lCSID Additional Facility Rules for written consent of the parties to the dispute; and

(b) Article II of the New York Convention for an agreement in writing.

Article 16. Conditions and Limitations on Consent of Each Party

1. No claim shall be submitted to arbitration under this Chapter if more than four years have elapsed from the date on which the claimant first acquired. or should have first acquired, knowledge of the alleged breach of a provision in Chapter III (Investment Protection), and of the loss or damage alleged to have been incurred thereby.

2. No claim shall be submitted to arbitration under this Chapter unless:

(a) the claimant consents in writing to arbitration in accordance with the procedures set out in this Agreement; and

(b) the notice of arbitration is accompanied:

(i) for claims submitted to arbitration under subparagraph 1 (a) of Article 14 (Submission of a Claim to Arbitration), by the claimant's written waiver; and

(ii) for claims submitted to arbitration under subparagraph 1 (b) of Article 14 (Submission of a Claim to Arbitration), by the claimant's and the enterprise's written waivers, of any right to initiate or continue before any court or administrative tribunal under the law of a Party, or any other dispute settlement procedures, any proceeding with respect to any measure alleged to constitute a breach referred to in Article 14 (Submission ofa Claim to Arbitration).

3. Notwithstanding subparagraph 2 (b). the claimant (for claims brought under subparagraph 1 (a) of Article 14 (Submission of a Claim to Arbitration)) and the claimant or the enterprise (for claims brought under subparagraph 1 (b) of Article 14 (Submission of a Claim to Arbitration)) may initiate or continue an action that seeks interim injunctive relief and does not involve the payment of monetary damages before a judicial or administrative tribunal of the respondent, provided that the action is brought for the sol'e purpose of preserving the claimant's or the enterprise's rights and interests during the pendency of the arbitration.

Article 17. Constitution of the Arbitral Tribunal

1. Unless the disputing parties otherwise agree, the arbitral tribunal shall be composed of three arbitrators. Each disputing party shall appoint one arbitrator and the third, who shall be the presiding arbitrator, shall be appointed by agreement between the disputing parties.

2. The appointing authority for an arbitral tribunal under this Article shall be:

(a) the Secretary-General of IC SID if the claim is submitted to arbitration under the ICSID Convention and the lCSID Rules of Procedure for Arbitration Proceedings, or under the ICSID Additional Facility Rules; or

(b) the Secretary-General of the Permanent Court of Arbitration if the claim is submitted to arbitration under the UNCITRAL Arbitration Rules or under any other arbitration institution or any other arbitration rules.

3. In appointing arbitrators, the respondent shall endeavour to ensure diversity and a balanced gender representation, and the claimant is encouraged to adopt the same approach.

4. If an arbitral tribunal has not been established within 90 days from the date on which the claim was submitted to arbitration under this Chapter, the appointing authority, upon request of either disputing party, shall appoint, at his or her own discretion, the arbitrator or arbitrators not yet appointed. The appointing authority shall not appoint a national of either the respondent or the Party of the claimant as the presiding arbitrator unless the disputing parties agree otherwise. If the Secretary-General of ICSID or the Secretary-General of the Permanent Court of Arbitration is a national or permanent resident of either Party, or he or she is otherwise unable to act, the Deputy Secretary-General of ICSID or the Deputy Secretary-General of the Permanent Court of Arbitration, respectively. shall be invited to make the necessary appointments.

5. The arbitrators shall have experience or expertise in public international law, international investment law and the resolution of disputes arising under international investment law.

6. Where any arbitrator appointed as provided for in this Article resigns or becomes unable to act, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator, and the successor shall have all the powers and duties of the original arbitrator.

7. Arbitrators appointed under this Chapter shall comply with the UNCITRAL Code of Conduct for Arbitrators in International Investment Disputes.

Article 18. Place of Arbitration

The disputing parties may agree on the legal place of any arbitration under the arbitral rules applicable under Article 14 (Submission of a Claim to Arbitration). If the disputing parties fail to reach an agreement, the arbitral tribunal shall determine the place which shall be in the territory of a State that is a party to the New York Convention.

Article 19. Applicable Law and Joint Interpretation

1. When a claim is submitted under paragraph 1 of Article 14 (Submission of a Claim to Arbitration), the arbitral tribunal shall decide the issues in dispute in accordance with this Agreement and other rules of international law applicable between the Parties. The arbitral tribunal may consider, when relevant, the domestic law of a Party as a matter of fact. In doing so, the arbitral tribunal shall follow the prevailing interpretation given to the domestic law by the courts or authorities of that Party and any meaning given to domestic law by the arbitral tribunal shall not be binding upon the courts or authorities of that Party.

2. For greater certainty, the arbitral tribunal shall not have jurisdiction to determine the legality of a measure, alleged to constitute a breach of this Agreement, under the domestic law of the respondent.

3. A decision of the Parties on the interpretation of a provision of this Agreement shall be binding on the arbitral tribunal, and any decision or award issued by the arbitral tribunal must be consistent with this joint interpretation. The Parties may decide that this joint interpretation shall have binding effect from a specific date.

Article 20. Expert Reports

Without prejudice to' the appointment of other experts when authorised by the applicable arbitration rules, the arbitral tribunal, on request of a disputing party or, unless the disputing parties disapprove, on its own initiative, may appoint one or more experts to report to it in writing on any factual issue concerning scientific matters raised by a disputing party in a proceeding, subject to any terms and conditions that the disputing parties may agree.

Article 21. Third-Party Funding

1. "Third-party funding" means the provision of any direct or indirect funding to a disputing party by a natural or legal person that is not a party to the proceeding but enters into an agreement to provide, or otherwise provides, funding for a proceeding either through a donation or a grant, or in return for remuneration dependent on the outcome of the proceeding ("third-party funder").

2. A disputing party in receipt of third-party funding shall disclose to the arbitral tribunal and the other disputing party the following information:

(a) the name and address of the third-party funder;

(b) the name and address of the beneficial owner of the third-party funder and any natural or legal person with decision-making authority for or on behalf of the third-party funder in relation to the proceeding;

(c) whether the third-party funder agrees to cover any adverse cost mvard; and (d) any other information required by the arbitral tribunal.

3. The disputing party shall disclose the information listed in subparagraphs 2 (a), (b) and (c) when submitting its statement of claim, or if the funding agreement is entered into after the submission of the statement of claim, within ten days after the conclusion of such agreement. The disputing party shall disclose the information required by the arbitral tribunal in accordance with subparagraph 2 (d) as promptly as possible.

4. If there is any new information or any change in the information disclosed in accordance with paragraph 2, the disputing party shall disclose such information to the arbitral tribunal and the other disputing party as promptly as possible.

5. If the disputing party fails to comply with the disclosure obligations under this Article. the arbitral tribunal may:

(a) order security for costs;

(b) take this fact into account when allocating costs; or

(c) suspend or terminate the proceeding.

Article 22. Transparency

1. The UNCITRAL Transparency Rules shall apply to the settlement of disputes under this Chapter, except to the extent modified by this Agreement.

2. The non-disputing Party has the right to attend a hearing held under this Chapter.

3. The arbitral tribunal shall accept or, after consultation with the disputing parties, may invite written or oral submissions

from the non-disputing Party on issues relating to the interpretation of this Agreement. The arbitral tribunal shall ensure that the disputing parties are given a reasonable opportunity to present their observations on any submission from the non-disputing Party.

4. Whether a third person has a significant interest in the arbitral proceedings pursuant to paragraph 3(a) of Article 4 of the UNCITRAL Transparency Rules includes situations where the third person is directly affected by the specific circumstances of the dispute, such as a local community.

Article 23. Security for Costs

1. Upon request of the respondent, the arbitral tribunal may order the claimant to provide security for costs.

2. In determining whether to order a disputing party to provide security for costs, the arbitral tribunal shall consider all relevant circumstances, including:

(a) the claimant's ability to comply with an adverse decision on costs;

(b) the claimant's willingness to comply with an adverse decision on costs;

(c) the effect that providing security for costs may have on the claimant's ability to pursue its claim; and

(d) the conduct of the claimant.

3. The arbitral tribunal shall specify any relevant terms in an order to provide security for costs and shall fix a time limit for compliance with the order.

4. If the claimant fails to comply with an order to provide security for costs within 30 days after the arbitral tribunal's order or within any other time period set by the arbitral tribunal_, the arbitral tribunal shall inform the disputing parties and may suspend the proceeding. If the proceeding is suspended for more than 90 days, the arbitral tribunal may, after consulting with the disputing parties, order the discontinuance of the proceeding.

5. The claimant shall promptly disclose any material change in the circumstances upon which the arbitral tribunal ordered security for costs. 6. The arbitral tribunal may at any time modify or revoke its order on security for costs, on its own initiative or upon a disputing party's request.

Article 24. Claims Manifestly without Legal Merit

1. The respondent may, no later than 45 days after the constitution of the arbitral tribunal, and in any event before its first session, or no later than 45 days after the respondent became aware of the facts on which the objection is based, file an objection that a claim is manifestly without legal merit.

2. The objection may relate to the substance of the claim or the jurisdiction of the arbitral tribunal. The respondent shall specify as precisely as possible the basis for the objection.

3. On receipt of an objection pursuant to this Article, the arbitral tribunal shall not begin the proceedings on the merits and establish a schedule for considering such an objection consistent with its schedule for considering any other preliminary question.

4. The arbitral tribunal shall, after giving the disputing parties an opportunity to present their observations, at its first session or promptly thereafter, issue a decision or award stating the grounds therefor. In the event that the objection is received after its first session, the arbitral tribunal shall issue such decision or award as soon as possible, and in any event no later than 120 days after the objection was filed. In doing so, the arbitral tribunal shall assume the alleged facts to be true.

5. The decision of the arbitral tribunal that a claim is not manifestly without legal merit shall be without prejudice to the right of the respondent to raise a plea that the arbitral tribunal does not have jurisdiction or to argue subsequently in the proceeding that the claim is without legal merit.

Article 25. Consolidation

Where two or more claims have been submitted separately to arbitration under Article 14 (Submission of a Claim to Arbitration) and the claims have a question of law or fact in common and arise out of the same or similar events or circumstances, all concerned disputing parties may agree to consolidate those claims.

Article 26. Discontinuance

If, following the submission of a claim to arbitration under Article 14 (Submission of a Claim to Arbitration), the claimant fails to take any steps in the proceeding during 6 months or such period as the disputing parties may agree, the claimant is deemed to have withdrawn its claim and to have discontinued the proceeding. The arbitral tribunal shall, at the request of the respondent, and after notice to the disputing parties, take note of the discontinuance in an order and issue an award on costs. After the order has been rendered the authority of the arbitral tribunal shall lapse. For greater certainty, the claimant may not subsequently submit a claim on the same matter.

Article 27. Diplomatic Protection

Neither Party shall give diplomatic protection, or bring an international claim, in respect of an investment dispute which one of its investors and the other Party shall have consented to submit or have submitted to arbitration under this Chapter, unless such other Party has failed to abide by and comply with the award rendered in such dispute. Diplomatic protection, for the purposes of this Article, shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

Article 28. Final Award

1. If the arbitral tribunal makes a final award against the respondent, the arbitral tribunal may only award, separately or in combination:

(a) monetary damages and any applicable interest; and

(b) restitution of property, in which case the final award shall provide that the respondent may pay monetary damages and any applicable interest in lieu of restitution, determined in a manner consistent with Article 8 (Expropriation).

2. For greater certainty, the arbitral tribunal may not award remedies other than those referred to in paragraph 1, nor may order the repeal, cessation or modification of the measure concerned.

3. Monetary damages shall not be greater than the loss suffered by the claimant or, if the claimant acted on behalf of the locally established enterprise, by the locally established enterprise as a result of the breach of the relevant provisions referred to in paragraph 1 of Article 14 (Submission of a Claim to Arbitration), reduced by any prior damages or compensation already provided by the Party conc,erned. The arbitral tribunal shall establish such monetary damages on the basis of the submissions of the disputing parties, and shall consider, if applicable, contributory fault, whether deliberate or negligent, or failure to mitigate damages.

4. The arbitral tribunal shall only award monetary damages that are established on the basis of satisfactory evidence and that are not inherently speculative.

5. The arbitral tribunal shall not award punitive damages.

6. A final award made by an arbitral tribunal shall have no binding force except between the disputing parties and in respect of the particular case,

Article 29. Enforcement of Awards

1. Subject to paragraph 2, a disputing party shall recognise and comply with a final award without delay.

2. A disputing party shall not seek enforcement of a final award until:

(a) in the case of a final award issued under the ICSID Convention:

(i) 120 days have elapsed from the date the award was rendered and no disputing party has requested revision or annulment of the award; or

(ii) enforcement of the award has been stayed and revision or annulment proceedings have been completed;

(b) in the case of a final award under the ICSID Additional Facility Rules, the UNCITRAL Arbitration Rules, or any other rules applicable pursuant to subparagraph 5 (d) of Article 14 (Submission of a Claim to Arbitration):

(i) 90 days have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to

revise, set aside ur annul the award; or

(ii) enforcement of the award has been stayed and a court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.

3. Each Party shall provide for the enforcement of a final award in its territory.

4. A disputing party may seek enforcement of a final award under the LCIA Convention or the New York Convention.

5. Execution of the final award shall be governed by the laws concerning the execution of judgments or awards in force where the execution is sought.

6. A final award issued pursuant to this Chapter is an arbitral award that is considered to arise out of a commercial relationship or transaction for the purposes of Article I of the New York Convention.

Article 30. Costs

1. The arbitral tribunal shall order that the costs of the proceedings be borne by the unsuccessful disputing party. In exceptional circumstances, the arbitral tribunal may apportion costs between the disputing parties if it determines that apportionment is appropriate in the circumstances of the case.

2. Other reasonable costs, including costs of legal representation and assistance, shall be borne by the unsuccessful disputing party, when the arbitral tribunal dismisses a claim and renders an award pursuant to Article 24 (Claims Manifestly without Legal Merit). In other circumstances, the arbitral tribunal shall determine the allocation of other reasonable costs, including the reasonable costs of legal representation and assistance among the disputing parties, taking into consideration the outcome of the proceedings and other relevant circumstances, such as the conduct of the disputing parties.

3. If only parts of the claims have been successful, the costs shall be adjusted. proportionately, to the number or extent of the successful parts of the claims.

4. The arbitral tribunal shall ensure that all decisions on costs are reasoned and form part of the final award.

Article 31. Special Rules Regarding Financial Services

1. Chapter IV (Investor-State Dispute Settlement) applies to the settlement of investment disputes relating to investors and their investments in financial institutions, as modified by this Article.

2. lf an investor of a Party submits a claim to arbitration under Chapter IV (Investor-State Dispute Settlement) involving an investment dispute referred to in paragraph 1:

(a) the disputing parties shall take into account the expertise or experience in financial services law or practice in the appointment of arbitrators: and

(b) the arbitral tribunal may appoint, pursuant to Article 20 (Expert Reports), one or more experts with expertise or experience in financial services law or practice, which may include the regulation of financial institutions, to report to it on any factual issue concerning financial services matters raised by a disputing party in the proceeding.

3. lf an investor of a Party submits a claim to arbitration under Article 14 (Submission of a Claim to Arbitration), and the respondent invokes Article 39 (Prudential Measures) as a defence, the following provisions shall apply:

(a) the respondeht may, no later than the date the arbitral tribunal fixes for the respondent to subIIlit its counter-memorial, or in the case of an amendment to the notice of arbitration, the date the arbitral tribunal fixes for the respondent to submit its response to the amendment, submit in writing to the competent financial authorities of the respondent and the Party of the claimant referred to in Annex F (Competent Authorities for the Purposes of Article 31) a request for a joint determination on the issue of whether and to what extent Article 39 (Prudential Measures) is a valid defence to the claim. If the respondent refers the matter to the financial authorities under this paragraph, the periods of time or proceedings referred to in Chapter IV (Investor-State Dispute Settlement) are suspended;

(b) in a referral under subparagraph (a), the competent financial authorities referred to in Annex F (Competent Authorities for the Purposes of Article 31) should attempt in good faith to make a joint determination within six months after the referral of the matter by the respondent as to whether and to what extent Article 39 (Prudential Measures) is a valid defence to the claim. They shall transmit a copy of the joint determination to the disputing parties and the arbitral tribunal. If the joint determination concludes that Article 39 (Prudential Measures) is a valid defence to all parts of the claim in their

entirety, the investor is deemed to have withdrawn its claim, and the proceedings are discontinued in accordance with Article 26 (Discontinuance). If the joint determination concludes that Article 39 (Prudential Measures) is a valid defence to only parts of the claim, the joint determination is binding on the arbitral tribunal with respect to those parts of the claim. The suspension of the periods of time or proceedings described in subparagraph (a) then no longer applies and the investor may proceed with the remaining parts of the claim;

(c) if the competent financial authorities referred to in Annex F (Competent Authorities for the Purposes of Article 31) have not made a joint determination in accordance With subparagraph (b), within six months after the referral of the matter by the respondent, the suspension of the periods of time or proceedings referred to in subparagraph (a) no longer applies and the investor may proceed with its claim; and

(d) failure of the respondent to make a request pursuant to subparagraph (a) is without prejudice to the right of the respondent to invoke Article 39 (Prudential Measures) as a defence in a later phase of the proceedings. The arbitral tribunal shall draw no adverse inference from the fact that the competent financial authorities referred to in Annex F (Competent Authorities for the Purposes of Article 31) have not agreed on a joint determination.

Article 32. Future International Investment Agreements

lf a separate multilateral or plurilateral international investment agreement signed by both Parties enters into force, including an agreement on establishing an appellate mechanism or a multilateral investment court, the Parties shall endeavour to agree on incorporating the relevant provisions or developments of such agreement into this Agreement, ensuring alignment with the ongoing reform process on international investment agreements.

Article 33. Service of Documents

Delivery of notice and other documents to a Party shall be made to the place named for that Party in Annex E (Service of Documents on a Party under Chapter IV).

Chapter V. SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

Article 34. Disputes between the Parties

1. Any dispute between the Parties regarding the interpretation or application of this Agreement shall, to the extent possible, be resolved through consultations.

2. If the dispute has not been resolved within six months after the request for consultations, the dispute shall, at the request of either Party, be submitted to arbitration.

3. Each Party shall appoint one arbitrator, and both Parties shall agree on the appointment of the third arbitrator to chair the tribunal. The chair of the tribunal shall not be a national of one of the Parties, nor have his or her usual place of residence in the territory of one of the Parties, nor be employed or previously have been employed by one of the Parties, nor have dealt with the case in any capacity. If all three arbitrators have not been appointed within two months of the request for arbitration, the undesignated arbitrator or arbitrators shall be appointed at the request of either Party by the Secretary-General of the Permanent Court of Arbitration.

4. If the Secretary-General of the Permanent Court of Arbitration is prevented from carrying out the said function or is a national of one of the Parties, the President of the International Court of Justice shall act as appointing authority. If the President of the International Court of Justice is prevented from carrying out the said function or is a national of one of the Parties, the appointments shall be made by the Vice-President of the International Court of Justice, and if the latter is prevented or is a national of one of the Parties, the appointments shall be made by the next senior member of the Court who is not a national of a Party.

5. Unless the Parties agree otherwise, the arbitral tribunal shall determine its own procedure. The arbitral tribunal shall decide the issues in dispute in accordance with this Agreement and other applicable rules of international law. The award of the arbitral tribunal is final and shall be binding on each Party.

6. The expenses of the arbitral tribunal, including the remuneration of its arbitrators, shall be borne by the Parties in equal shares, unless under special circumstances the tribunal decides otherwise.

7. The date of establishment of the arbitral tribunal shall be the date on which the chair is appointed.

8. Decisions of the arbitral tribunal shall be taken by a majority of its arbitrators. Arbitrators may furnish separate opinions

on matters not unanimously agreed. The arbitral tribunal may not disclose which arbitrators are associated with majority or minority opinions.

9. The arbitrators shall have expertise or experience in public international law and:

(a) international investment law; or

(b) dispute resolution arising under international investment agreements.

10. If the dispute involves a measure relating to a financial institution or financial services, the Parties shall also take into consideration in the appointment of the arbitrators any expertise or experience in financial services law or practice.

Chapter VI. GENERAL PROVISIONS AND EXCEPTIONS

Article 35. Right to Regulate

1. The Parties reaffirm their right to regulate within their territories to achieve legitimate policy objectives, such as the protection of public health, soda! services, education, safety, environment, including climate change, public morals, social or consumer protection, privacy and data protection, and the promotion and protection of cultural diversity.

2. For greater certainty, the provisions of this Agreement shall not be interpreted as a commitment of a Party not to change its legal and regulatory framework, including in a manner that can negatively affect the operation of covered investments or the investor's expectations of profits.

3. For greater certainty, a Party's decision not to issue, renew or maintain a subsidy or grant, or decision to modify or reduce a subsidy or grant:

(a) in the absence of any specific commitment under law or contract to issue, renew or maintain that subsidy or grant; or

(b) in accordance with any terms or conditions attached to the issuance, renewal, modification, reduction or maintenance of that subsidy or grant; standing alone, shall not constitute a breach of the provisions of this Agreement, even if there is loss or damage to the covered investment as a result.

Article 36. Responsible Business Conduct

1. Each Party shall encourage enterprises operating within its territory or subject to its jurisdiction to incorporate into their business practices and internal policies internationally recognised standards, guidelines, and principles on responsible business conduct, such as the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy.

2. The Parties recognise the importance of investors conducting a due diligence process to identify, prevent, mitigate, and address the environmental and social risks and impacts of their investments.

Article 37. Sustainable Development

1. The Parties recognise the important role of investment in achieving the goal of sustainable development and shall strive to promote investment that contributes to this objective.

2. The Parties recognise that it is inappropriate to weaken or reduce the level of protection provided by domestic health, safety, labour ur environmental laws, regulations or standards with the sole intention to encourage investment. Accordingly, a Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws, regulations or standards in order to encourage investment of an investor from the other Party.

Article 38. Measures Against Corruption

1. Each Party shall ensure that measures are taken to prevent and fight corruption and money laundering, in accordance with its legal system and internationally agreed standards and commitments, such as the United Nations Convention against Corruption done at New York on 31 October 2003, and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions done at Paris on 21 November 1997.

2. Each Party recognises the importance of principles such as accountability, transparency and integrity with regard to its

anti-corruption policies, and of taking measures affecting investment in a transparent manner and avoiding conflicts of interest and corrupt practices.

3. An investor of a Party and its investments shall not, prior to the establishment of an investment in the territory of the other Party or afterwards, offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to a public official of the other Party for that official or for a third party, in order that the official or third party act or refrain from acting in relation to the performance of official duties, in order to achieve any favour in relation to an investment.

4. An investor of a Party and its investments, in the territory of the other Party, shall not be complicit in any act described in paragraph 3, including incitement and aiding to commit such acts.

Article 39. Prudential Measures

1. Nothing in this Agreement shall prevent a Party from adopting or maintaining measures relating to financial services for prudential reasons, including:

(a) the protection of investors, depositors, policy holders, policy claimants, as well as financial market participants, or persons to whom a fiduciary duty is owed by a financial institution; or

(b) ensuring the integrity and stability of a Party's financial system.

2. The measures taken by a Party pursuant to paragraph I shall not be used as a means of avoiding the commitments or obligations of the Party under this Agreement.

Article 40. Taxation Measures

1. For the purposes of this Article:

(a) "residence" means residence for tax purposes;

(b) "tax agreement" means an agreement on the avoidance of double taxation or any other international agreement or arrangement relating wholly or mainly to taxation to which Switzerland or Chile is party; and

(c) "taxation measure" means a measure in application of the tax legislation ofa Party.

2. Nothing in this Agreement shall affect the rights and obligations of a Party under any tax agreement. In the event of any inconsistency between this Agreement and any tax agreement, the tax agreement shall prevail to the extent of the inconsistency. With regard to a tax agreement between Switzerland and Chile, the competent authorities of the Parties referred to in Annex G (Competent Authorities for the Purposes of Article 40) shall jointly determine whether an inconsistency exists between this Agreement and the tax agreement.

3. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between States where like conditions prevail, nothing in this Agreement shall be construed to prevent the adoption, maintenance or enforcement by a Party of any measure aimed at ensuring the equitable or effective imposition or collection of direct taxes that:

(a) distinguishes between taxpayers, who are not in the same situation, in particular with regard to their place of residence or with regard to the place where their capital is invested; or

(b) aims at preventing the avoidance or evasion of taxes pursuant to the provisions of any tax agreement or domestic fiscal legislation.

4. lf an investor of a Party claims that the respondent has breached Article 8 (Expropriation) by the adoption or enforcement of a taxation measure, the following provisions shall apply:

(a) the respondent may, no later than the date the arbitral tribunal fixes for the respondent to submit its counter-memorial, or in the case of an amendment to the notice of arbitration, the date the arbitral tribunal fixes for the respondent to submit its response to the amendment, submit in writing to the competent authorities of the respondent and the Party of the claimant referred to in Annex G (Competent Authorities for the Purposes of Article 40) a request for a joint determination on the issue of whether the taxation measure constitute an expropriation according to Article 8 (Expropriation). If the respondent refers the matter to the competent authorities referred to in Annex G (Competent Authorities for the Purposes of Article 40) the periods of time or proceedings referred to in Chapter IV (Investor-State Dispute Settlement) are suspended;

(b) if the joint determination of the competent authorities under this paragr'aph cbncludes that the taxation measure does not constitute an expropriation according to Article 8 (Expropriation), the joint determination is binding on an arbitral tribunal established under Chapter IV (Investor-State Dispute Settlement). If the competent authorities referred to in Annex G (Competent Authorities for the Purposes of Article 40) fail to determine whether the taxation measure constitutes an expropriation according to Article 8 (Expropriation) within six months of the date of receipt of the request for consultations by the non-disputing Party, the suspension of the periods of time or proceedings referred to in subparagraph (a) no longer applies and the investor may proceed with its claim; and

(c) failure of the respondent to make a request pursuant to subparagraph (a) is without prejudice to its right to invoke as a defence in a later phase of the proceedings that the taxation measure does not constitute an expropriation. The arbitral tribunal shall draw no adverse inference from the fact that the competent authorities referred to in Annex G (Competent Authorities for the Purposes of Article 40) have not agreed on a joint determination.

Article 41. Essential Security

Nothing in this Agreement shall be construed:

(a) to require a Party to furnish or allow access to information if the disclosure of this information would be contrary to its essential security interests;

(b) to prevent a Party from taking an action to the extent necessary to protect its essential security interests:

(i) connected to the production of or traffic in arms and ammunition, and to economic activities, carried out directly or indirectly for the purpose of supplying a military establishment;

(ii) taken in time of war or other emergency in international relations; or

(iii) relating to fissionable and fusionable materials or the materials from which they are derived; or

(c) to prevent a Party from taking any action pursuant to its obligations under the United Nations Charter or a similar autonomous decision for the maintenance of international peace and security.

Chapter VII. FINAL PROVISIONS

Article 42. Annexes and Footnotes

The annexes and footnotes in this Agreement constitute an integral part of it and are to be accorded the same effect as other provisions in this Agreement.

Article 43. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force 90 days after the date of the last notification by which the Parties inform each other that they have complied with their legal procedures for the entry into force of this Agreement.

2. This Agreement shall remain in force for a period of 10 years. Thereafter it shall continue to be in force until the expiration of 12 months from the date on which either Party shall have given notice of termination to the other Party.

3. In respect of investments made prior to the date of the termination of this Agreement pursuant to this Article, Articles 1 to 42 of this Agreement shall continue to be effective for a period of 10 years from the date of its termination, unless the Parties agree otherwise.

Article 44. Relation with the 1999 Agreement

1. Upon the entry into force of this Agreement, the Agreement between the Swiss Confederation and the Republic of Chile on the Promotion and Reciprocal Protection of Investments and its Protocol, signed in Berne on 24 September 1999 (hereafter the "former Agreement") shall be terminated and shall be replaced by this Agreement.

2. Notwithstanding paragraph 1, the former Agreement shall continue to be effective and a claim may be submitted pursuant to the provisions of the former Agreement, including the rules and procedures established in that agreement: provided that:

(a) the claim arises from an alleged breach of the former Agreement that took place prior to the entry into force of this

Agreement; and

(b) on the date of the submission of the claim, no more than three years have elapsed from the date of the entry into force of this Agreement. In witness whereof, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate, at Paris, on the 3rd of June 2025, in the French, Spanish and English languages, each text being equally authentic. In case of divergences the English text shall prevail.

For the Republic of Chile

For the Swiss Confederation

ANNEX A. TREATMENT OF INVESTORS AND OF COVERED INVESTMENTS

For greater certainty, in determining whether a measure or series of measures constitute a breach of the fair and equitable treatment obligation in paragraph 2 of Article 4 (Treatment of Investors and of Covered Investments), the arbitral tribunal shall take into account, inter alia, the following:

1. In determining whether there is a denial of justice as referred to in subparagraph 2 (a) of Article 4 (Treatment of Investors and of Covered Investments), the mere fact that an investor's challenge of the impugned measure in a domestic proceeding has been rejected or dismissed or has otherwise failed does not in itself constitute a denial of justice as referred to in subparagraph 2 (a) of Article 4 (Treatment of Investors an'd of Covered Investments).

2. In determining whether there is a denial of justice and a fundamental breach of due process within the meaning of subparagraphs 2 (a) and (b) of Article 4 (Treatment of Investors and of Covered Investments), there must be improper and egregious procedural conduct in judicial or administrative proceedings, which does not meet the basic internationally accepted standards of administration of justice and due-process, and which offends judicial propriety such as the unfounded refusal of access to courts or legal representation, failure to provide an opportunity to be heard, failure to provide notice of the proceedings or reasons for the decision, discriminatory treatment by the courts. clearly biased and corrupt adjudicators.

3. A measure is manifestly arbitrary within the meaning of subparagraph 2 (c) of Article 4 (Treatment of Investors and of Covered Investments) when it is evident that the measure is not rationally connected to a legitimate policy objective, such as where a measure is based on prejudice or bias rather than on reason or fact.

4. The mere illegality of, or a merely inconsistent or questionable application of, a policy or procedure does not in itself constitute manifest arbitrariness referred to in subparagraph 2 (c) of Article 4 (Treatment of Investors and of Covered Investments).

5. A total and unjustified repudiation of a law or regulation, or a measure without reason, or a conduct that is specifically targeted to the investor or its covered investment with the purpose of causing damage are likely to constitute manifest arbitrariness or targeted discrimination as referred to in subparagraphs 2 (c) and (d) of Article 4 (Treatment of Investors and of Covered Investments).

6. A determination that there is abusive treatment of investors, such as coercion, duress and harassment within the meaning of subparagraph 2 (e) of Article 4 (Treatment of Investors and of Covered Investments) requires a finding of serious misconduct by a Party. In making such a determination, the arbitral tribunal should consider whether a Party acted ultra vires and whether the episodes of alleged coercion or harassment were repeated and sustained.

ANNEX B. EXPROPRIATION

The Parties confirm their shared understanding that:

1. A measure or a series of measures by a Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in an investment.

2. Expropriation under Article 8 (Expropriation) may be either:

(a) direct expropriation, when an investment is nationalised or otherwise directly expropriated through formal transfer of title or outright seizure; or

(b) indirect expropriation, where a measure or series of measures by a Party has an effect equivalent to direct expropriation, in that it substantially deprives the investor of the fundamental attributes of property in its investment, including the right to use, enjoy and dispose of its investment, without formal transfer of title or outright seizure.

3. The determination of whether a measure or series of measures by a Party in a specific fact situation, constitutes indirect expropriation requires a case-by-case, fact-based inquiry that considers, among other factors:

(a) the economic impact of the measure or series of measures, although the sole fact that a measure or series of measures by a Party has an adverse effect on the economic value of an investment does not establish that indirect expropriation has occurred;

(b) the duration of the measure or series of measures by a Party; and

(c) the character of the measure or series of measures, including their object and content.

4. For greater certainty, non-discriminatory regulatory measures by a Party that are designed and applied to achieve legitimate public welfare objectives, such as public health, social services, education, safety, environment including climate change, public morals, social or consumer protection, privacy and data protection, and the promotion and protection of cultural diversity do not constitute indirect expropriations, except in the rare circumstances when the impact of a measure or series of measures is so severe in light of its purpose that it appears manifestly excessive.

ANNEX C. TRANSFERS - CHILE (1)

1. Notwithstanding Article 9 (Transfers), Chile reserves the right of the Central Bank of Chile (Banco Central de Chile) to maintain or adopt measures in conformity with Law 18.840, Constitutional Organic Law of the Central Bank of Chile (Ley 18.840, Ley Orgánica Constitucional de! Banco Central de Chile), and Decreto con Fuerza de Ley No 3 de 1997), General Banking Act (Ley General de Bancos) and Law 18.045, Securities Market Law (Ley 18.045, Ley de Mercado de Valores), in order to ensure currency stability and the normal operation of domestic and foreign payments. Such measures include, inter alia, the establishment of restrictions or limitations on current payments and transfers (capital movements) to or from Chile, as well as transactions related to them, such as requiring that deposits, investments or credits from or to a foreign country, be subject to a reserve requirement (encaje).

2. Notwithstanding paragraph 1, the reserve requirement that the Central Bank of Chile can apply pursuant to Article 49 No 2 of Law 18.840, shall not exceed 30 percent of the amount transferred and shall not be imposed for a period which exceeds two years.

3. When applying measures under this Annex, Chile, as established in its legislation, shall not discriminate between investors of the other Party and investors of any non-Party with respect to transactions of the same nature.

(1) For greater certainty, this Annex shall apply to transfers covered by Article 9 (Transfers).

ANNEX D. PUBLIC DEBT

1. The Parties recognise that the purchase of debt issued by a Party entails commercial risk. For greater certainty, no award shall be made in favour of a claimant for a claim under Chapter IV (Investor-State Dispute Settlement) with respect to default or non-payment of debt issued by a Party unless the claimant meets its burden of proving that such default or non-payment constitutes a breach of any obligation under Chapter III (Investment Protection).

2. No claim that a restructuring of debt issued by a Party breaches an obligation under Chapter III (Investment Protection) shall be submitted to, or if already submitted continue in, arbitration under Chapter IV (Investor-State Dispute Settlement) if the restructuring is a negotiated restructuring at the time of submission, or becomes a negotiated restructuring after that submission, except for a claim that the restructuring breaches Articles 5 (National Treatment) and 6 (Most-Favoured-Nation Treatment).

3. For the purposes of this Annex:

(a) "negotiated restructuring" means the restructuring or rescheduling of a debt instrument of a Party that has been effected through:

(i) a modification or amendment of that debt instrument, as provided for under its terms; or

(ii) a debt exchange or other similar process in which the holders of no less than 51 per cent of the current aggregate principal amount of the outstanding debt under that debt instrument have consented to the debt exchange or other process.

ANNEX E. SERVICE OF DOCUMENTS ON A PARTY UNDER CHAPTER IV (INVESTOR-STATE DISPUTE SETTLEMENT)

Chile

Notices and other documents in investment disputes under Chapter IV (Investor-State Dispute Settlement) shall be served on Chile by delivery to:

Undersecretariat for Foreign Affairs, Ministry of Foreign Affairs

Teatinos 180

Santiago

Chile

Switzerland

Notices and other documents in investment disputes under Chapter IV (Investor-State Dispute Settlement) shall be served on Switzerland by delivery to:

State Secretariat for Economic Affairs SECO

Holzikofenweg 36 3003

Bern

Switzerland

ANNEX F. COMPETENT AUTHORITIES FOR THE PURPOSES OF ARTICLE 31 (SPECIAL RULES REGARDING FINANCIAL SERVICES)

For the purposes of Article 31 (Special Rules Regarding Financial Services), ''competent authorities" means:

(a) for Switzerland, the Head of the Federal Department of Finance or his or her authorised representative;

(b) for Chile, the Undersecretary of the Ministry of Finance (Subsecretario de Hacienda).

ANNEX G. COMPETENT AUTHORITIES FOR THE PURPOSES OF ARTICLE 40 (TAXATION MEASURES)

For the purposes of Article 40 (Taxation Measures), "competent authorities" means:

(a) for Switzerland, the Head of the Federal Department of Finance or his or her authorised representative;

(b) for Chile, the Undersecretary of the Ministry of Finance (Subsecretario de Hacienda).

ANNEX H. PARIS AGREEMENT

In light of their commitments under the Paris Agreement under the United Nations Framework Convention on Climate Change, done at Paris on 12 December 2015 ("Paris Agreement"), the Parties reaffirm that they may adopt measures that are designed and applied to combat climate change, or address its present or future consequences, by means of mitigation, adaptation or otherwise.

When interpreting and applying the provisions of this Agreement, an arbitral tribunal should take due consideration of the commitments of the Parties under the Paris Agreement and their respective climate neutrality objectives, in a way that allows the Parties to pursue their respective climate change mitigation and adaptation policies.