

AGREEMENT dated June 25, 2009

BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA ON
MUTUAL

PROMOTION

AND PROTECTION OF INVESTMENTS

The Russian Federation and the Government of the Republic of Namibia, hereinafter referred to as the Contracting Parties,

Wishing to intensify economic cooperation between the Russian Federation and the Republic of Namibia,

Intending to create and maintain favorable conditions for investments of investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing that the mutual promotion and protection of investments under this Agreement will stimulate the flow of capital and promote the development of mutually beneficial trade-economic and scientific-technical cooperation,

Intending to provide investors with the States of both Contracting Parties reliable and effective remedies for their rights and interests in connection with their investment,

Have agreed as follows:

Article 1. Definitions

The terms used in this Agreement have the following meanings:

1) "investments" - every kind of asset that

Invested by the investor of one Contracting Party in the territory of the other Contracting Party in accordance with the legislation of the latter Contracting Party, in particular:

a) movable and immovable property as well as property rights such as mortgages, guarantees and collateral;

b) shares, stocks and other forms of participation in the capital of companies and enterprises;

c) claims to money funds invested to create economic value or that have an economic value and associated with an investment;

d) the right to intellectual property, including copyrights, patents, industrial designs, utility models, trademarks and service marks, technology, information having a commercial value, and know-how;

e) The right to engage in entrepreneurial activity, provided by the legislation of the Contracting Parties or the agreements concluded in accordance with the laws of the Contracting Parties relating, in particular, the exploration, development, production and exploitation of natural resources.

No change in the form of investment does not affect their qualification as investments if such change is not contrary to the law

State Contracting Party in whose territory the investments were made.

2) "investor" - any individual or legal entity of

Contracting Party to make investments in the territory of the other Contracting Party in accordance with the law of the State of the latter Contracting Party:

- a) "natural person" - any person who is a citizen of the Contracting Party of the state in accordance with the legislation of that State;
- b) "legal person" - any entity created or established in accordance with the laws of the Contracting Parties.
- 3) "income" - money received from investments, in particular, profits, dividends, interest, royalties and other fees.
- 4) "territory" - the Russian Federation territory or the territory of the Republic of Namibia, as well as their respective exclusive economic zones and continental shelf, defined in accordance with the laws of the Contracting Parties and international law, including the United Nations Convention on the Law of the Sea of 10 December 1982
- 5) "laws" - laws and other normative legal acts of the Russian Federation or the laws and other normative legal acts of the Republic of Namibia.

Article 2. The Promotion, Tolerance and Protection of Investments

1. A Contracting Party shall endeavor to create favorable conditions for investors of the other Contracting Party to make investments in the territory of the former Contracting Party and admit such investments in accordance with its laws and regulations.
2. A Contracting Party shall ensure, in accordance with the laws of their state full legal protection in its territory investments made by investors and the investors of the other Contracting Party.

Article 3. Investment Mode

1. A Contracting Party shall ensure in its territory fair and equitable treatment to investments made by investors of the other Contracting Party, and shall not in any way prevent the arbitrary and discriminatory measures the possession, use and disposal of such investments.
2. referred to in paragraph 1 of this Article Mode, should be not less favorable than that provided by a Contracting Party to investments of investors of their state or the investments of investors of any third state.
3. A Contracting Party reserves the right to apply and introduce in accordance with the laws of the state in respect of investments of investors of the other Contracting Party exemptions from the treatment accorded to investments of its investors

State referred to in paragraph 2 of this article, including by identifying a limited number of sectors of the economy only to investments of investors of their state in order to promote small and medium-sized enterprises, provided that such exemptions do not apply and are not entered in a discriminatory manner in comparison with the regime applied or imposed in respect of investments of investors of any third state.

4. The provisions of this article with respect to MFN should not be construed so as to oblige one Contracting Party to extend to investments made by investors of the other Contracting State Party, the benefits of any treatment, preference or privilege, which are available or can be provided in the future, the first Contracting Party:

- a) in connection with its participation in a free trade area, customs union, monetary union, common market or any similar economic integration entities, or any international agreement leading to the creation of such associations or entities;
- b) on the basis of agreements to avoid double taxation or other agreements on taxation.

5. Without prejudice to the provisions of Articles 4, 5 and 8 of this Agreement,

Contracting Party is not obliged to, in accordance with this Agreement shall be accorded treatment more favorable than that accorded by that Contracting Party in accordance with its obligations under the Agreement establishing the World Trade Organization (WTO) of 15 April, 1994, including the commitments to the General Agreement on Trade services (GATS), as well as in accordance with any multilateral arrangements relating to the investment regime to which both States are parties

Contracting Parties.

Article 4. Expropriation

1. Investments of investors of one Contracting Party made in the territory of the other Contracting Party and investors of these revenues should not be expropriated, nationalized or subjected to any other measures tantamount to expropriation

or nationalization (hereinafter - the expropriation), except where such measures are taken in the public interest and in accordance with the procedure established by the laws of the state of the latter Contracting Party, provided that these measures are not discriminatory and are accompanied by payment of prompt and adequate compensation.

2. The compensation referred to in paragraph 1 of this Article shall correspond to the market value of the expropriated investment calculated on the date immediately preceding the date of expropriation, or on the date immediately preceding the date when it became common knowledge about the impending expropriation, depending on what kind of event come earlier. Compensation shall be paid without delay in a freely convertible currency and in accordance with Article 6 of this Agreement freely translated from the territory of one Contracting Party in the territory of the other Contracting Party. From the date of expropriation until the date of actual payment

Compensation in the amount of compensation shall bear interest at a commercial rate established on a market basis.

Article 5. Compensation for Damage and Prejudice

1. State Investors of one Contracting Party,

Investment and income that causes harm or damage occurs due to war, other armed conflict, rebellion, revolution, riot, civil disturbance, state of emergency or any other similar circumstances in the territory of the other Contracting Party, provided the latter Contracting Party in respect of such loss or damage in respect of restitution, indemnification, compensation or other settlement, treatment no less favorable than that the latter Contracting Party shall accord to investors of their state or to investors of any third state, depending on which one is at the investor's opinion it is more favorable.

2. The circumstances referred to in paragraph 1 of this Article shall not include natural disasters, with the nature of the force majeure, which are beyond the reasonable control of the Contracting Party in the territory of which the investments.

Article 6. Transfer Payments

1. A Contracting Party shall guarantee to investors of the other Contracting Party, after fulfillment of all tax and debt obligations, and provided that the competent authority notified of the transfer of foreign currency (in the case, if the legislation of the Contracting Parties) free transfer abroad of payments related with their investments, in particular:

a) the initial capital and any additional funds used to maintain or expand investments;

b) income;

c) funds in repayment of loans and credits recognized by both Contracting Parties as investments, as well as the accrued interest;

d) funds received from the partial or total sale or liquidation of investments;

e) compensation, compensation or other settlement,

Provided for in Articles 4 and 5 of this Agreement;

About salaries and other remunerations received by the investor and the nationals of the latter Contracting Party who are allowed to work in the territory of the first Contracting Party in connection with the investment;

d) payments arising from the settlement of disputes in accordance with Article 8 of this Agreement.

2. Transfer of payments referred to in paragraph 1 of this Article shall be non-discriminatory manner, without delay in a freely convertible currency at the market rate of exchange applicable on the date of transfer in accordance with the

Monetary law of the State of the Contracting Party in whose territory the investments were made.

3. In case of serious balance of payments difficulties of the Contracting Parties to the State, each Contracting Party may temporarily, for a maximum period of 12 months, to limit fair and non-discriminatory manner the free transfer of funds received from the liquidation or sale of investments of investors of the other Contracting Party, establishing that transfer of funds by installments.

4. In the event of such a transfer delay untranslated means to be at the request of the investor's immediate transfer to a bank account in hard currency for the calculation of interest at a commercial rate established on a market basis.

Article 7. Subrogation

If one Contracting Party or its designated agency provides investors their state financial guarantee to protect against non-commercial risks in connection with the investment of such investor in the territory of the other Contracting Party and has made payment on the basis of this guarantee, the other Contracting Party shall recognize the acquisition of the former Contracting Party or its authorized body in the subrogation of all rights and claims of the investor. The first Contracting Party or its designated agency pass the same rights and requirements, which were available for the investor who has the rights and claims were acquired. Such rights and claims are carried out in accordance with the provisions of this Agreement and the laws of the State of the Contracting Party in whose territory the investments were made.

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

1. Disputes between a Contracting Party and an investor of the other Contracting Party arising in connection with the investments of an investor in the territory of the first Contracting Party, including disputes relating to the size, conditions and procedures for payment of compensation in accordance with Articles 4 and 5 of this Agreement or about the translation payments provided for in Article 6 of this Agreement shall be resolved as far as possible by negotiations.

2. If the dispute can not be settled through negotiation within six months from the date of receipt of the written request of any party to a dispute to resolve it by negotiation, it may be referred to select an investor for consideration:

a) the competent court of the Contracting Party in whose territory the investments were made;

b) The Court of Arbitration ad hoc in accordance with the Arbitration Rules of the International Trade Law of the United Nations Commission (UNCITRAL);

c) the International Centre for Settlement of Investment Disputes, established pursuant to the Convention on the Settlement of Investment Disputes

Between States and Nationals of Other States, done at Washington, March 18, 1965, to resolve the dispute in accordance with the provisions of the Convention (provided that the Convention entered into force for the States of the Contracting Parties), or in accordance with the Additional the rules of the International Centre for settlement of investment disputes (if the Convention has not entered into force for one of the Contracting Parties or both of them).

3. The arbitration decision in a dispute under consideration in accordance with this Article shall be final and binding on both parties to the dispute. Each Contracting Party shall ensure the implementation of such a decision in accordance with the laws of the state.

Article 9. Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled as far as possible through consultation or negotiation between the Contracting Parties.

2. If the dispute can not be settled through consultation or negotiation between the Contracting Parties within six months from the date of receipt of the written request of either Contracting Party for consultations or negotiations, at the request of either Contracting Party, he referred to the arbitral tribunal.

3. The arbitral tribunal shall be constituted for each individual case, for which each Contracting Party shall appoint one member of the arbitration tribunal within two months from the date of receipt by either Contracting Party, the request for arbitration. Then, these two members of the arbitral tribunal shall elect a national of a third State who, with the approval of both Contracting Parties shall be appointed Chairman of the arbitral tribunal within two months from the date of appointment of the last two members of the arbitral tribunal.

4. If within the periods specified in paragraph 3 of this Article, the necessary appointments

Not produced in the absence of any other agreement between the Contracting Parties, each Contracting Party may call upon the United Nations International Court of Justice (hereinafter - the International Court of Justice) to make such appointments. If the President of the International Court of Justice is a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments invited the Deputy President of the International Court of Justice. If the deputy chairman

International Court of Justice is also a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments offered to the next-highest member of the International Court of Justice for him, which is not a national of either Contracting Party in respect of which no other the reasons that prevent it from

fulfilling this request.

5. The arbitral tribunal at any stage of the arbitration can offer to the Contracting Parties to settle the dispute amicably.
6. The arbitral tribunal shall render its decision by majority vote. This decision is final and binding on the Contracting Parties. each

Contracting Parties shall bear the expenses related to the activities of the arbitral tribunal of its own member and of its representation in the arbitration proceedings. The costs associated with the arbitration court Chairman and other expenses The Contracting Parties shall bear in equal shares. The arbitral tribunal may, however, provide in its decision that one of the Contracting Parties shall bear a larger share of the costs, and the decision will be binding on both Contracting Parties. The arbitral tribunal shall determine its own procedure.

Article 10. Consultations

Each Contracting Party may propose to hold consultations on any matter relating to the interpretation or application of this Agreement. Such consultations shall be held on the proposal of one of the Contracting Parties in a place and time agreed between the

Contracting Parties.

Article 11. Application of the Agreement

This Agreement shall apply to investments made by investors of one Contracting Party in the territory of the other Contracting Party since January 1, 1992 but does not apply to disputes and claims relating to investment that have arisen as a result of events that occurred prior to its entry into force.

Article 12. Amendments

This Agreement may be amended by mutual written consent of the Contracting Parties. Any amendment to this Agreement shall enter into force after each Contracting Party shall notify the other Contracting Party of its fulfillment of all internal procedures necessary for the entry into force of such amendment.

Article 13. Entry Into Force and Duration of the Agreement

1. Each Contracting Party shall notify the other Contracting Party of the completion of internal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of receipt of the last of the two notifications.
2. This Agreement is valid for 15 years. After this period it shall be automatically extended for successive five-year periods, unless either Contracting Party notifies the other Contracting Party at least six months before the expiration of the term of its intention to terminate this Agreement.
3. In respect of investments made prior to the date of termination of this Agreement and covered by its scope, the provisions of this Agreement shall remain in force for the next 15 years from the date of termination of this Agreement.

Done at Windhoek on 25 June 2009 in two originals, each in the Russian and English languages, both texts being equally authentic.

(Signature)

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION

(Signature)

FOR THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA