Belarus-China Agreement on Service Trade and Investment

PREAMBLE

The Government of the People's Republic of China and the Government of the Republic of Belarus (hereinafter referred to as "the Parties"),

Building on the all-weather comprehensive strategic partnership and long-standing friendship, strong economic and political ties between the People's Republic of China and the Republic of Belarus;

Guided by the Joint Statement on Establishing an All-Weather Comprehensive Strategic Partnership between the People's Republic of China and the Republic of Belarus issued on 15 September 2022 and the Joint Statement on Further Developing the All-weather Comprehensive Strategic Partnership between the People's Republic of China and the Republic of Belarus in the New Era issued on 1 March 2023 which includes provisions to encourage the conclusion of a trade in services and investment agreement between the parties;

Recognizing the importance of strengthening economic partnership and further optimizing bilateral trade in services and investment, and their contribution to the economic growth and sustainable development of the Parties, as well as achieving national policy objectives;

Desiring to stimulate business activities and to protect investors and investments of the Parties by establishing clear and mutually beneficial rules governing trade in services and investment between the Parties, and to reduce or eliminate barriers thereto;

Based on the principles and rules of the World Trade Organization on liberalizing and facilitating international trade and investment;

Have agreed, in pursuit of the above, to conclude the following Agreement on Trade in Services and Investment between the Government of the People's Republic of China and the Government of the Republic of Belarus (hereinafter referred to as "this Agreement"):

Chapter I. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1. Establishment of a Free Trade Area

The Parties, consistent with Article V of the GATS, hereby establish a free trade area.

Article 1.2. Objectives

The objective of this Agreement is to establish a framework of principles and rules for trade in services, investments, as well as other issues as a means of promoting the sustainable economic growth and development of the People's Republic of China and the Republic of Belarus, with a view to

(a) encouraging expansion and diversification of trade between the People's Republic of China and the Republic of Belarus;

(b) liberalizing and promoting trade in services progressively;

(c) creating a transparent, liberal and facilitative investment regime;

(d) promoting fair competition in the People's Republic of China and the Republic of Belarusâ markets;

(e) ensuing adequate and effective protection and enforcement of intellectual property rights;

and to contributing in this way to the harmonious development and expansion of world trade.

Article 1.3. Relation to other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under other existing agreements to which both Parties are parties.

2. In the case of any inconsistency between the provisions of this Agreement and other agreements referred to in paragraph 1 of this Article, the Parties shall consult via the Joint Committee to arrive at a mutually satisfactory resolution in accordance with customary rules of interpretation of public international law, unless otherwise provided in this Agreement.

Article 1.4. Geographical Scope

For the People's Republic of China, this Agreement shall apply to the entire customs territory of the People's Republic of China, including land territory, territorial airspace, internal waters, territorial sea as well as their bed and subsoil, and any area beyond its territorial sea within which it may exercise sovereign rights and/or jurisdiction in accordance with international law and its domestic law.

For the Republic of Belarus, this Agreement shall apply to the territory under the sovereignty of the Republic of Belarus, in respect of which the Republic of Belarus exercises, in accordance with national legislation and international law, sovereign rights or jurisdiction;

Article 1.5. General Definitions

For the purposes of this Agreement, unless otherwise specified:

“days” means calendar days;

“direct taxes” comprises all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation;

“GATS” means the WTO General Agreement on Trade in Services, contained in Annex 1B to the WTO Agreement;

“GATT 1994” means the General Agreement on Tariffs andTrade1994, contained in Annex 1A to the WTO Agreement;

“Joint Committee” means the Joint Committee establishedunderArticle 10.2 (Joint Committee);

“juridical person” means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

“juridical person of the other Party” means a juridical personwhich is either:

(a) constituted or otherwise organized under the law of that other Party, and is engaged in substantive business operations in the territory of that Party; or

(b) in the case of the supply of a service through commercial presence, owned or controlled by:

(i) natural persons of that other Party; or

(ii) juridical persons of that other Party identifiedundersubparagraph (a);

“a juridical person” is:

(a) “owned” by persons of a Party if more than 50 per cent of the equity interest in it is beneficially owned by personsofthat Party;

(b) “controlled” by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions;

(c) “affiliated” with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;

“measure” includes any law, regulation, procedure, requirement or practice;

“natural person of the other Party” means a natural person who resides in the territory of that other Party, and who under the law of that other Party:

(a) is a national of that other Party; or

(b) has the right of permanent residence in that other Party;

“person” means either a natural person or a juridical person;

“WTO” means the World Trade Organization; and

“WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh on 15 April 1994.

Chapter II. TRADE IN SERVICES

Article 2.1. Scope

1. This Chapter applies to measures adopted or maintained by Parties affecting trade in services.

2. This Chapter shall not apply to:

(a) air transport services, measures affecting traffic rights, however granted, or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting:

(i) Aircraft Repair and Maintenance Services;

(ii) Selling and Marketing of Air Transport Services;

(iii) Computer Reservation System Services.

(b) government procurement;

(c) cabotage in maritime transport services;

(d) services supplied in the exercise of governmental authority in the territory of a Party;

(e) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance or other forms of State support; or

(f) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding citizenship, residence or employment on a permanent basis.

3. With regard to delivery of services through movement of natural persons mode, this Chapter shall be read in conjunction with the Chapter IV (Temporary Movement of Natural Persons).

4. New services shall be considered for possible incorporation into this Chapter on a mutually agreed basis or at the request of either Party. The supply of services which is not technically or technologically feasible when this Agreement comes into force shall, when they become feasible, also be considered for possible incorporation on a mutually agreed basis or at the request of either Party (1).

(1) When incorporating a new service, both Parties shall enter into consultations, and such new service can only be incorporated if both Parties agree.

5. For greater certainty, Annex 2-1 (Telecommunications), Annex 2- 2 (Transport and Logistics Services), Annex 2-3 (Financial Services), Annex 2-4 (Postal and Courier Services), Annex 2-5 (Health Services), Annex 2-6 (Tourism and Travel Services), Annex 2-7 (Computer and Related Services) are an integral part of this Chapter.

Article 2.2. Definitions

For the purposes of this Chapter:

"Aircraft Repair and Maintenance Services" means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and does not include so-called âline maintenanceâ;

"authorization" means the permission to supply a service, resulting from a procedure an applicant must adhere to in order to demonstrate compliance with licensing requirements, qualification requirements or technical standards;

"commercial presence" means any type of business or professional establishment, including through

(a) the constitution, acquisition or maintenance of a juridical person, or

(b) the creation or maintenance of a branch or a representative office, within the territory of a Party for the purpose of supplying a service;

"Computer Reservation System Services" means services provided by computerised systems that contain information about air carriersâ schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

"measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

"measures by Parties" means measures taken by:

(a) central, regional or local governments and authorities; and

(b) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

"monopoly supplier of a service" means any person, public or private, which in the relevant market of the territory of a Party is authorized or established formally or in effect by that Party as the sole supplier of that service;

"natural person of a Party" means a natural person who,

(i) for the People's Republic of China, is a natural person who under the Chinese law is a national of the People's Republic of China; and

(ii) for the Republic of Belarus, is a natural person who under the Belarusian law is a national of the Republic of Belarus;

"qualification requirements" means substantive requirements which a service supplier is required to fulfill in order to obtain certification or a licence;

"sector of a service" means,

(a) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's Schedule of Specific Commitments in Annex I, or

(b) otherwise, the whole of that service sector, including all of its subsectors;

"Selling and Marketing of Air Transport Services" means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;

"services" includes any service in any sector except services supplied in the exercise of governmental authority;

"service consumer" means any person that receives or uses a service;

"service of the other Party" means a service which is supplied,

(a) from or in the territory of that other Party, or in the case of maritime transport, by a vessel registered under the laws of that other Party, or by a person of that other Party which supplies the service through the operation of a vessel and/or its use in whole or in part; or

(b) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

"service supplier" means any person that supplies a service (2);

(2) Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such commercial presence be accorded the treatment provided for service suppliers in accordance with this Chapter. Such treatment shall be extended to the commercial presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory of a Party where the service is supplied.

"a service supplied in the exercise of governmental authority" means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;

"supply of a service" includes the production, distribution, marketing, sale and delivery of a service; and "trade in services" means the supply of a service:

(a) from the territory of one Party into the territory of the other Party;

(b) in the territory of one Party to the service consumer of the other Party;

(c) by a service supplier of one Party, through commercial presence in the territory of the other Party;

(d) by a service supplier of one Party, through presence of natural persons of a Party in the territory of the other Party.

Article 2.3. Most-Favoured-Nation Treatment

1. Without prejudice to measures taken in accordance with Article 2.7 (Recognition), and except as provided for in its List of Most-favoured-Nation Treatment Exemptions contained in its Schedule of Specific Commitments in Annex I, each Party shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of the other Party treatment no less favourable than the treatment it accords to like services and service suppliers of any non-Party (3).

3 For the purposes of this Article, the term "non-Party" shall not include the following WTO members within the meaning of the WTO Agreement: (1) Hong Kong, China; (2) Macao, China; and (3) Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei).

2. Treatment granted under other existing or future agreements concluded by a Party in accordance with Article V or Article V bis of the GATS shall not be subject to paragraph 1 of this Article.

3. If, after the entry into force of this Agreement, a Party concludes an agreement of the type referred to in paragraph 2 of this Article or any agreement on trade in services with a non-Party, the other Party may request consultations with the Party for the incorporation herein of treatment no less favorable than that provided under the aforesaid agreement. On such a request, the Parties shall promptly enter into consultations.

4. The provisions of this Chapter shall not be so construed as to prevent any Party from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones of services that are both locally produced and consumed.

Article 2.4. Transparency

1. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force, all relevant measures of general application which pertain to or affect the operation of this Chapter. International agreements pertaining to or affecting trade in services to which a Party is a signatory shall also be published.

2. Where publication as referred to in paragraph 1 of this Article is not practicable, such information shall be made otherwise publicly available.

3. If authorization for the supply of a service is required, each Party shall ensure that regulatory decisions, including the basis for such decisions, are promptly published or otherwise made available to all interested persons.

4. Each Party shall ensure that, where a licence is required, all measures relating to the licensing of suppliers of public networks or services are made publicly available, including:

(a) the circumstances in which a licence is required; (b) all applicable licencing procedures;

(c) the cost of, or fees for applying for, or obtaining, a licence; and

(d) the period of validity of a licence.

5. Each Party shall, in accordance with its laws and regulations, ensure that, on request, an applicant receives reasons for the denial of, revocation of, refusal to renew, or the imposition or modification of conditions on, a licence. Each Party shall endeavour to provide, to the extent possible, such information in writing.

6. Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application or international agreements within the meaning of paragraph 1 of this Article. Each Party shall also establish one or more enquiry points to provide specific information to the other Party, upon request, on all such matters. Such enquiry points shall be established within two years from the date of entry into force of this Agreement. Enquiry points need not be depositories of laws and regulations.

Article 2.5. Disclosure of Confidential Information

Nothing in this Chapter shall require any Party to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 2.6. Domestic Regulation

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

2. (a) Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, at the request of an affected service supplier, for the prompt review of, and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.

(b) The provisions of subparagraph (a) of paragraph 2 of this Article shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

3. Where authorization is required for the supply of a service on which a specific commitment has been made, the competent authorities of a Party shall, within a reasonable period of time after the submission of an application considered complete under domestic laws and regulations, inform the applicant of the decision concerning the application. At the request of the applicant, the competent authorities of the Party shall provide, without undue delay, information concerning the status of the application.

4. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, the Parties shall develop any necessary disciplines. Such disciplines shall aim to ensure that such requirements are, inter alia:

(a) based on objective and transparent criteria, such as competence and the ability to supply the service;

(b) not more burdensome than necessary to ensure the quality of the service;

(c) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

5. (a) In sectors in which a Party has undertaken specific commitments, pending the entry into force of disciplines developed in these sectors pursuant to paragraph 4 of this Article, the Party shall not apply licensing and qualification requirements and technical standards that nullify or impair such specific commitments in a manner which:

(i) does not comply with the criteria outlined in subparagraphs (a), (b) or (c) of paragraph 4 of this Article; and

(ii) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

(b) In determining whether a Party is in conformity with the obligation under subparagraph (a) of paragraph 5 of this Article, account shall be taken of international standards of relevant international organizations (4) applied by that Party.

(4) The term "relevant international organizations" refers to international bodies whose membership is open to the relevant bodies of the Parties.

6. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party.

7. If a Party requires authorization for the supply of a service, it shall ensure that its competent authorities:

(a) to the extent practicable, provide an indicative timeframe for processing of an application;

(b) to the extent practicable, ascertain without undue delay the completeness of an application for processing under the Party's domestic laws and regulations;

(c) if they consider an application complete for processing under the Party's domestic laws and regulations (5), within a reasonable period of time after the submission of the application ensure that:

(5) Competent authorities may require that all information is submitted in a specified format to consider it "complete for processing".

(i) the processing of the application is completed; and

(ii) the applicant is informed of the decision concerning the application (6), to the extent possible in writing (7);

(6) Competent authorities may meet this requirement by informing an applicant in advance inwriting, including through a published measure, that lack of response after a specified periodof time from the date of submission of an application indicates acceptance of the applicationor rejection of the application.

(7) “In writing” may include in electronic form.

(d) if they consider an application incomplete for processing under the Party's domestic laws and regulations, within a reasonable period of time, to the extent practicable:

(i) inform the applicant that the application is incomplete;

(ii) at the request of the applicant, identify the additional information required to complete the application, or otherwise provide guidance on why the application is considered incomplete; and

(iii) provide the applicant with the opportunity (8) to provide the additional information that is required to complete the application;

(8) Such opportunity does not require a competent authority to provide extensions of deadlines.

however, if none of the above is practicable, and the application is rejected due to incompleteness, ensure that they so inform the applicant within a reasonable period of time; and

(e) if an application is rejected, to the extent possible, either upon their own initiative or upon request of the applicant, inform the applicant of the reasons for rejection and, if applicable, the procedures for resubmission of an application; an applicant should not be prevented from submitting another application (9) solely on the basis of a previously rejected application.

(9) Competent authorities may require that the content of such an application has been revised.

8. The competent authorities of a Party shall ensure that authorization, once granted, enters into effect without undue delay, subject to applicable terms and conditions (10).

(10) Competent authorities are not responsible for delays due to reasons outside their competence.

9. Each Party shall ensure that the authorization fees (11) charged by its competent authorities are reasonable, transparent, based on authority set out in a measure, and do not in themselves restrict the supply of the relevant service.

(11) Authorization fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

Article 2.7. Recognition

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of services suppliers, and subject to the requirements of paragraph 3 of this Article, a Party may recognize the education or experience obtained, requirements met, or licenses or certifications granted in a particular non-Party. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement with the non-Party concerned or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1 of this Article, whether existing or future, shall afford adequate opportunity for the other Party to negotiate its accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licenses, or certifications obtained or requirements met in that other Partyâs territory should be recognized.

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other Party and non-Party in the application of its standards or criteria for the authorization, licensing or certification of services suppliers, or a disguised restriction on trade in services.

4. Wherever appropriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, Parties shall work in cooperation with relevant intergovernmental and _ non- governmental organizations towards the establishment and adoption of common international standards and criteria for recognition and common international standards for the practice of relevant services trades and professions.

Article 2.8. Payments and Transfers

1. Except in the circumstances envisaged in GATS Article XII, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund in accordance with the Articles of Agreement of the International Monetary Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under GATS Article XII, or at the request of the International Monetary Fund.

Article 2.9. Monopolies and Exclusive Service Suppliers

1, Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's obligations under Article 2.3 (Most-Favoured-Nation Treatment) and specific commitments.

2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. If a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraph 1 or 2 of this Article, that Party may request the other Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.

4. If, after the date of entry into force of this Agreement, a Party grants monopoly rights regarding the supply of a service covered by its specific commitments in its Schedule of Specific Commitments in Annex I, that Party shall notify the other Party no later than three months before the intended implementation of the grant of monopoly rights, and Article 2.16 (Modification of Schedules) shall apply.

5. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect, (a) authorizes or establishes a small number of service suppliers and (b) substantially prevents competition among those suppliers in its territory.

Article 2.10. Business Practices

1. Parties recognize that certain business practices of service suppliers, other than those falling under Article 2.9 (Monopolies and Exclusive Service Suppliers), may restrain competition and thereby restrict trade in services.

2. Each Party shall, at the request of the other Party, enter into consultations with a view to eliminating practices referred to

in paragraph 1 of this Article. The Party addressed shall accord full and sympathetic consideration to such a request and shall cooperate through the supply of publicly available non-confidential information of relevance to the matter in question. The Party addressed shall also provide other information available to the requesting Party, subject to its domestic law and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party.

Article 2.11. Market Access

1. With respect to market access through the modes of supply identified in Article 2.2 (Definitions), each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments in Annex I (12).

(12) If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to the definition of "trade in services" in subparagraph (a) of Article 2.2 (Definitions) and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to the definition of "trade in services" in subparagraph (a) of Article 2.2 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

2. In sectors where market-access commitments are undertaken, the measures which a Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its Schedule of Specific Commitments in Annex I, are defined as:

(a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;

(b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;

(d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;

(e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and

(f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

Article 2.12. National Treatment

1. In the sectors inscribed in its Schedule of Specific Commitments in Annex I, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers.

2. A Party may meet the requirement of paragraph 1 of this Article by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.

Article 2.13. Additional Commitments

Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 2.11 (Market Access) or 2.12 (National Treatment), including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of Specific Commitments in Annex I.

Article 2.14. Schedule of Specific Commitments

1. Each Party shall set out in a schedule the specific commitments it undertakes under Articles 2.11 (Market Access), 2.12 (National Treatment), and 2.13 (Additional Commitments) of this Chapter. With respect to sectors where such commitments are undertaken, each Schedule shall specify:

(a) terms, limitations and conditions on market access;

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

(d) where appropriate the time-frame for implementation of such commitments; and

(e) the date of entry into force of such commitments.

2. Measures inconsistent with both Articles 2.11 (Market Access) and 2.12 (National Treatment) shall be inscribed in the column relating to Article 2.11 (Market Access). In this case the inscription will be considered to provide a condition or qualification to Article 2.12 (National Treatment) as well.

3. Schedules of specific commitments shall be annexed to this Agreement and shall form an integral part thereof.

Article 2.15. Denial of Benefits

Subject to prior notification and consultation, a Party may deny the benefits of this Chapter to a service supplier of the other Party:

(a) to the supply of a service, if it establishes that the service is supplied from or in the territory of a non-Party;

(b) if the service supplier is a juridical person:

(i) owned or controlled by persons of a non-Party or of the denying Party; and

(ii) has no substantive business operations in the territory of the other Party.

(c) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:

(i) by a vessel registered under the laws of a non-Party, and

(ii) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party.

Article 2.16. Modification of Schedules

1. A Party (referred to in this Article as the "modifying Party") may modify or withdraw any commitment in its Schedule of Specific Commitments in Annex I at any time after three years have elapsed from the date on which that commitment entered into force, provided that:

(a) it notifies the other Party (referred to in this Article as the "affected Party") of its intention to modify or withdraw a commitment no later than three months before the intended date of implementation of the modification or withdrawal; and

(b) upon notification of a Party's intent to make such modification, the Parties shall consult and attempt to reach agreement on the appropriate compensatory adjustment.

2. In achieving a compensatory adjustment, the Parties shall endeavour to maintain a general level of mutually advantageous commitment that is not less favourable to trade than provided for in its Schedule of Specific Commitments in Annex I prior to such negotiations.

3. If agreement under subparagraph (b) of paragraph 1 of this Article is not reached between the modifying Party and the affected Party within three months, the affected Party may refer the matter to an arbitral tribunal in accordance with the procedures set out in Chapter IX (Dispute Settlement) or, where agreed between the Parties, to an alternative arbitration procedure.

4. The modifying Party may not modify or withdraw its commitment until it has made the compensatory adjustments in conformity with the findings of the arbitral tribunal in accordance with paragraph 3 of this Article.

5. If the modifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitral tribunal, the affected Party may modify or withdraw substantially equivalent benefits in conformity with the findings of the arbitral tribunal.

Article 2.17. Security Exceptions

Subparagraphs (a), (b) and (c) of paragraph 1 of GATS Article XIV bis shall apply mutatis mutandis to the provisions of this Chapter.

Annex 2-3. Financial Services

Article 1. Scope and Definitions

1. This Annex applies to measures by Parties affecting trade in financial services (17).

(17) "Trade in financial services" shall be understood in accordance with the definition of trade in services contained in Article 2.2 (Definitions) of Chapter II (Trade in Services).

2. For the purposes of this Annex:

"financial services" means any services of a financial nature offered by a financial service supplier of a Party. Financial services include the following activities:

(i) Insurance and insurance-related services:

(a) direct insurance (including co-insurance): life; non-life;

(b) reinsurance and retrocession;

(c) insurance inter-mediation, such as brokerage and agency; and

(d) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services; and

(ii) Banking and other financial services (excluding insurance):

(a) acceptance of deposits and other repayable funds from the public;

(b) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transactions;

(c) financial leasing;

(d) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

(e) guarantees and commitments;

(f) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:

i. money market instruments (including cheques, bills and certificates of deposits);

ii. foreign exchange;

iii. derivative products including, but not limited to, futures and options;

iv. exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;

v. transferable securities; and

vi. other negotiable instruments and financial assets, including bullion;

(g) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

(h) money broking;

(i) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;

(j) settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments;

(k) provision and transfer of financial information, and financial data processing and related software; and

(l) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (a) through (k), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

"financial service supplier" means any natural person or juridical person of a Party that seeks to provide or provides financial services and does not include a public entity;

"new financial service" means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of a Party but which is supplied in the territory of the other Party; and

"public entity" means:

(i) a government, a central bank or a monetary authority of a Party or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

(ii) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions.

Article 2. Prudential Carve-Out (18)

(18) Any measure which is applied to financial service suppliers established in a Party's territory that are not regulated and supervised by the financial supervisory authority of that Party would be deemed to be a prudential measure for the purposes of this Agreement. For greater certainty, any such measure shall be taken in line with this paragraph.

1. Notwithstanding any other provisions of this Agreement a Party shall not be prevented from adopting or maintaining measures for prudential reasons, which include, but are not limited to, the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial service supplier or to ensure the integrity and stability of the financial system.

2. Where measures referred to in paragraph 1 of this Article do not conform with the other provisions of this Agreement, they shall not be used as a means of avoiding that Partyâs commitments or obligations under such provisions.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to the affairs and accounts of individual consumers or any confidential or proprietary information in the possession of public entities.

4. For greater certainty, a Party may require the registration of cross- border financial service suppliers of the other Party.

Article 3. Transparency

1. The Parties recognize that transparent regulations and policies governing the activities of financial service suppliers are important in facilitating access of foreign financial service suppliers to, and their operations in, each other's markets. Each Party commits to promoting regulatory transparency in financial services.

2. To the extent practicable, each Party should allow reasonable time between publication of final regulations of general application and their effective date.

3. A Party's regulatory authority shall make an administrative decision on a complete application of a financial service supplier of the other Party relating to the supply of a financial service within 180 days, and shall notify the applicant of the decision without undue delay. An application shall not be considered complete until all relevant proceedings are conducted and all necessary information is received. Where it is not practicable for such a decision to be made within 180 days, the regulatory authority shall notify the applicant without undue delay and shall endeavour to make the decision within a reasonable period of time thereafter.

Article 4. Payment and Clearing Systems

Under terms and conditions that accord national treatment, each Party shall grant to financial service suppliers of the other Party established in its territory access to payment and clearing systems operated by public entities and to official funding and refinancing facilities available in the normal course of ordinary business. This paragraph is not intended to confer access to a Party's lender of last resort facilities.

Article 5. New Financial Services

1. Each Party shall endeavour to permit a financial service supplier of the other Party established in its territory to supply any new financial service that it would permit its own financial service supplier to supply in accordance with its law in like situations, provided that the introduction of the new financial service does not require the adoption of a new law or amendment of an existing law.

2. Where an application is approved, the supply of the new financial services is subject to relevant licensing, institutional or juridical form, or other requirements of the approving Party.

Article 6. Data Processing

1. The Parties recognize that each Party may have its own regulatory requirements concerning the transfer of information and processing of information.

2. Each Party shall permit the transfer of information necessary for the ordinary business of a financial service supplier in its territory, to the extent and under the conditions provided for by the national legislation of the Party transferring such information, in electronic or other forms, to and from its territory for data processing.

3. Nothing in paragraph 2 of this Article prevents a regulatory authority of a Party, for regulatory or prudential reasons, from requiring a financial service supplier in its territory to comply with its laws and regulations in relation to data management and storage and system maintenance, as well as to retain within its territory copies of records, provided that such requirements shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement.

4. Nothing in paragraph 2 of this Article restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts including in accordance with its laws and regulations, provided that such a right shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement.

5. Nothing in paragraph 2 of this Article shall be construed to require a Party to allow the cross-border supply or the consumption abroad of services in relation to which it has not made specific commitments.

Article 7. Expeditious Application Procedures

1. If the competent authorities of a Party require additional information from the applicant in order to process its application, they shall notify the applicant without undue delay.

2. The competent authorities of each Party shall notify the applicant of the outcome of its application without delay after a decision has been taken. In case a decision is taken to deny an application, the reason for the denial shall, to the extent practicable, be made known to the applicant.

Article 8. Dispute Settlement

1. Disputes arising between the Parties on the interpretation or application of this Annex, as well as compliance with the obligations under it, shall be resolved through negotiations.

2. Arbitrators on an arbitral tribunal established in accordance with Chapter IX (Dispute Settlement) for disputes on prudential issues and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

Article 9. Recognition

1. A Party may recognize prudential measures of a third Party in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonization or otherwise, may be based

upon an agreement or arrangement between that Party and the third Party, or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1 of this Article with a third party, whether at the time of entry into force of this Agreement or thereafter, shall afford adequate opportunity for the other Party to negotiate its accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the Parties to the agreement or arrangement. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that such circumstances exist.

Chapter III. INVESTMENT

Section A.

Article 3.1.

For the purposes of this Chapter:

“Centre” means the International Centre for Settlement of Investment Disputes (“ICSID”) established by the ICSID Convention;

“claimant” means an investor of a Party that is a partytoaninvestment dispute with the other Party;

“covered investment” means, with respect to a Party, an investment

in its territory of an investor of the other Party in existence as of the date of entry into force of this Agreement or established, acquired, or expanded thereafter;

“disputing parties” means the claimant and the respondent;

“disputing party” means either the claimant or the respondent;

“enterprise” means any entity constituted or organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including a corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organization; and a branch of an enterprise;

“enterprise of a Party” means an enterprise constituted or organized under the law of a Party and a branch located in the territory of a Party and carrying out business activities there;

“existing” means in effect on the date of entry into force of thisAgreement;

“freely usable currency” means “freely usable currency” as determined by the International Monetary Fund under the IMF Articles of Agreement as may be amended;

“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;

“ICSID Convention” means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965;

“IMF” means the International Monetary Fund;

“IMF Articles of Agreement” means the Articles of Agreement of the International Monetary Fund adopted at Bretton Woods on 22 July 1944;

“investment” means every asset that an investor owns or controls, directly or indirectly, that has the characteristics of an investment, including such characteristics as the commitment of capital or other resources, the expectation of gain or profit, or the assumption of risk. Forms that an investment may take include:

(a) an enterprise;

(b) shares, stock, and other forms of equity participation in an enterprise;

(c) bonds, debentures, loans, and other debt instruments, including debt instruments issued by a Party or an enterprise (21);

(21) Some forms of debt, such as bonds, debentures, and long-term notes, are more likely to have the characteristics of an investment, while other forms of debt, such as claims to payment that are immediately due and result from the sale of goods or services, are less likely to have such characteristics.

(d) futures, options and other derivatives;

(e) turnkey, construction, management, production, concession, revenue-sharing, and other similar contracts;

(f) intellectual property rights;

(g) licenses, authorizations, permits, and similar rights conferred pursuant to domestic law (22) (23); and

(22) Whether a particular type of license, authorization, permit, or similar instrument (including a concession, to the extent that it has the nature of such an instrument) has the characteristics of an investment also depends on such factors as the nature and extent of the rights that the holder has under the law of the Party. Among the licenses, authorizations, permits, and similar instruments that do not have the characteristics of an investment are those that do not create any rights protected under domestic law. For greater certainty, the foregoing is without prejudice to whether any asset associated with the license, authorization, permit, or similar instrument has the characteristics of an investment.

(23) The term "investment" does not include an order or judgment entered in a judicial or administrative action.

(h) other tangible or intangible, movable or immovable property, and related property rights, such as leases, mortgages, liens, and pledges.

"investment agreement" means a written agreement (24) between a national authority (25) of a Party and a covered investment in the form of an enterprise or an investor of the other Party, on which the covered investment or the investor relies in establishing or acquiring a covered investment other than the written agreement itself, that grants rights to the covered investment or investor:

(24) "Written agreement" refers to an agreement in writing, executed by both parties, whether in a single instrument or in multiple instruments, that creates an exchange of rights and obligations, binding on both parties under the law applicable under paragraph 2 of Article 3.29 (Governing Law). For greater certainty, (a) a unilateral act of an administrative or judicial authority, such as a permit, license, or authorization issued by a Party solely in its regulatory capacity, or a decree, order, or judgment, standing alone; and (b) an administrative or judicial consent decree or order, shall not be considered a written agreement.

(25) For purposes of this definition, "national authority" means (a) for the Republic of Belarus, Republican governmental body, other government organization subordinate to the Government of the Republic of Belarus, the Administrative Department of the President of the Republic of Belarus, Regional (Minsk City) executive committees and others envisaged in national legislation; and (b) for the People's Republic of China, an agency of the central government,

(a) with respect to natural resources that a national authority controls, such as for their exploration, extraction, refining, transportation, distribution, or sale;

(b) to supply services to the public on behalf of the Party, such as power generation or distribution, water treatment or distribution, or telecommunications; or

(c) to undertake infrastructure projects, such as the construction of roads, bridges, canals, dams, or pipelines, that are not for the exclusive or predominant use and benefit of the government;

(d) otherwise, to implement an investment project in the territory of the Party under the terms, specified by the legislation of that Party;

"investor of a non-Party" means, with respect to a Party, an investor that attempts to make, is making, or has made an investment in the territory of that Party, that is not an investor of either Party;

"investor of a Party" means a Party, a national or an enterprise of a Party, that attempts to make, is making, or has made an investment in the territory of the other Party;

"measure" includes any law, regulation, procedure, requirement, or practice;

"national" (26) means:

(26) For greater certainty, national of both Parties does not include permanent resident. 69

(a) for the People's Republic of China, a natural person who is a national of the People's Republic of China as defined in the Nationality Law of the People's Republic of China; and

(b) for the Republic of Belarus, a natural person who is a citizen of the Republic of Belarus, as defined in the Law of the Republic of Belarus of 1 August 2002 No. 136-Z "On Citizenship of the Republic of Belarus";

"New York Convention" means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York, 10 June, 1958;

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

"person of a Party" means a national or an enterprise of a Party;

"protected information" means confidential business information or information that is privileged or otherwise protected from disclosure under a Party's law;

"respondent" means the Party that is a party to an investment dispute;

"Secretary-General" means the Secretary-General of ICSID;

"territory" (27) means:

(27) For greater certainty, the definition of "territory" for each Party is for the purposes of this Chapter only and is without prejudice to the position of either Party regarding the recognition of any territorial or maritime claims.

with respect to the People's Republic of China,

(a) the customs territory of the People's Republic of China (28);

(28) For purposes of this Chapter, "customs territory of the People's Republic of China" means the People's Republic of China's entire customs territory to which the World Trade Organization Agreement applies, as defined in paragraph 2(A)(1) of Part I of the Protocol on the Accession of the People's Republic of China to the WTO Agreement.

(b) the territorial sea thereof and any area beyond the territorial sea within which the People's Republic of China may exercise sovereign rights or jurisdiction under its law;

with respect to the Republic of Belarus, the territory under the sovereignty of the Republic of Belarus, in respect of which the Republic of Belarus exercises, in accordance with national legislation and international law, sovereign rights or jurisdiction;

"TRIPS Agreement" means the Agreement on Trade-Related Aspects of Intellectual Property Rights, contained in Annex 1C to the WTO Agreement (29); and

(29) For greater certainty, "TRIPS Agreement" includes any waiver in force between the Parties of any provision of the TRIPS Agreement granted by WTO Members in accordance with the WTO Agreement.

"UNCITRAL Arbitration Rules" means the arbitration rules of the United Nations Commission on International Trade Law.

Article 3.2. Scope and Coverage

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

(a) investors of the other Party; and

(b) covered investments.

2. A Party's obligations under Section A shall apply:

(a) to all levels of government of that Party; and

(b) to any non-governmental body when it exercises any regulatory, administrative, or other governmental authority delegated to it by that Party (30).

(30) For greater certainty, governmental authority is delegated under the law of a Party, including through a legislative grant, and a government order, directive or other action transferring to the person, or authorizing the exercise by the person of, governmental authority. For greater certainty, "governmental authority" refers to the power that is vested in the government of a Party, such as the power to expropriate, grant licenses, approve commercial transactions, or impose quotas, fees, or other charges.

3. This Chapter does not bind either Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Agreement.

4. This Chapter shall not apply to measures adopted or maintained by a Party to the extent that they are covered by Chapter II (Trade in Services) or Chapter IV (Temporary Movement of Natural Persons).

5. Notwithstanding paragraph 4 of this Article, for the purpose of protection of investment with respect to the commercial presence mode of service supply, Articles 3.5 (Minimum Standard of Treatment), 3.6 (Compensation for Losses), 3.7 (Expropriation and Compensation), 3.8 (Transfers), 3.17 (Subrogation), 3.18 (Denial of Benefits) and Section B of this Chapter shall apply, mutatis mutandis, to any measure affecting the supply of a service by a service supplier of a Party through commercial presence in the territory of the other Party, only to the extent that it relates to a covered investment.

Article 3.3. National Treatment (31)

1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in its territory.

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

(31) For greater certainty, whether treatment is accorded in "like circumstances" under Article 3.3 (National Treatment) or Article 3.4 (Most-Favoured-Nation Treatment) depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public welfare objectives.

Article 3.4. Most-Favored-Nation Treatment

1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords, in like circumstances, to investors of any non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in its territory.

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

3. For the purposes of this Chapter, paragraphs 1 and 2 of this Article shall not be construed to oblige any Party to extend to the investors of the other Party or covered investment any treatment, preference or privilege by virtue of bilateral investment treaties in force or signed prior to the date of entry into force of this Agreement.

4. For the purposes of this Chapter, paragraphs 1 and 2 of this Article shall not be construed to oblige any Party to extend to the investors of the other Party or covered investment any treatment, preference or privilege by virtue of any bilateral or multilateral agreement relating to:

(a) economic, customs and monetary unions;

(b) free trade areas;

(c) taxation;

(d) frontier traffic;

(e) fisheries, aviation, or maritime matters, including salvage.

5. For greater certainty, the treatment referred to in this Article does not encompass dispute resolution mechanisms or procedures, such as those included in Section B, that are provided for in international investment or trade agreements.

Article 3.5. Minimum Standard of Treatment (32)

(32) Article 3.5 (Minimum standard of Treatment) shall be interpreted in accordance with Annex 3-1 Customary International Law. BB

1. Each Party shall accord to covered investments fair and equitable treatment and full protection and security in accordance with customary international law.

2. Paragraph 1 of this Article prescribes the customary international law minimum standard of treatment of aliens as the minimum standard of treatment to be afforded to covered investments. The concepts of "fair and equitable treatment" and "full protection and security" do not require treatment in addition to or beyond that which is required by that standard, and do not create additional substantive rights. The obligation in paragraph 1 of this Article provides:

(a) "fair and equitable treatment" includes the obligation not to deny justice in criminal, civil, or administrative adjudicatory proceedings in accordance with due process of law; and

(b) "full protection and security" requires each Party to provide the level of police protection required under customary international law.

3. A determination that there has been a breach of another provision of this Chapter, or of a separate international agreement, does not establish that there has been a breach of this Article.

4. For greater certainty, the mere fact that a Party takes or fails to take an action that may be inconsistent with an investor's expectations does not constitute a breach of this Article, even if there is loss or damage to the covered investment as a result.

5. For greater certainty, the mere fact that a subsidy or grant has not been issued, renewed or maintained, or has been modified or reduced, by a Party, does not constitute a breach of this Article, even if there is loss or damage to the covered investment as a result.

Article 3.6. Compensation for Losses

1. Notwithstanding subparagraph (b) of paragraph 5 of Article 3.14 (Non-Conforming Measures), each Party shall accord to investors of the other Party, and to covered investments, non-discriminatory treatment with respect to measures it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict, a state of national emergency, or civil strife.

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

(a) requisitioning of its covered investment or part thereof by the latterâs forces or authorities; or

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

the latter Party shall provide the investor restitution, compensation, or both, as appropriate, for such loss. Any compensation shall be made in accordance with paragraphs 2 through 4 of Article 3.7 (Expropriation and Compensation), mutatis mutandis.

3. Paragraph 1 of this Article does not apply to existing measures relating to subsidies or grants that would be inconsistent with Article 3.3 (National Treatment) but for subparagraph (b) of paragraph 5 of Article 3.14 (Non-Conforming Measures).

Article 3.7. Expropriation and Compensation (33)

(33) Article 3.7 (Expropriation and Compensation) shall be interpreted in accordance with Annex 3-2 (Expropriation).

1. Neither Party may expropriate or nationalize a covered investment either directly or indirectly through measures equivalent to expropriation or nationalization (hereinafter referred to as "expropriation" in this Chapter), except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) on payment of compensation in accordance with this Article; and

(d) in accordance with due process of law.

2. The compensation referred to in subparagraph (c) of paragraph 1 of this Article shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment at prices on the date when the expropriation was publicly announced or when the expropriation took place (hereinafter referred to as "the date of expropriation"), whichever is earlier; and

(c) be fully realizable and freely transferable.

3. If the fair market value is denominated in a freely usable currency, the compensation referred to in subparagraph (c) of paragraph 1 of this Article shall be no less than the fair market value at prices on the date of public announcement of expropriation or on the date of expropriation, whichever is earlier, plus interest at a commercially reasonable rate for that currency accrued from the date of expropriation until the date of payment.

4. If the fair market value is denominated in a currency that is not freely usable, the compensation referred to in subparagraph (c) of paragraph 1 of this Article - converted into the currency of payment at the market rate of exchange prevailing on the date of payment - shall be no less than:

(a) the fair market value at prices on the date of public announcement of expropriation or on the date of expropriation, whichever is earlier, converted into a freely usable currency at the market rate of exchange prevailing on that date; plus

(b) interest at a commercially reasonable rate for that freely usable currency accrued from the date of expropriation until the date of payment.

5. This Article does not apply to the issuance of compulsory licenses granted in relation to intellectual property rights in accordance with the TRIPS Agreement, or to the revocation, limitation, or creation of intellectual property rights, to the extent that such issuance, revocation, limitation, or creation is consistent with the TRIPS Agreement.

6. For greater certainty, the mere fact that a subsidy or grant has not been issued, renewed or maintained, or has been modified or reduced, by a Party, does not constitute an expropriation, even if there is loss or damage to the covered investment as a result.

Article 3.8. Transfers (34)

(34) Article 3.8 (Transfers) does not affect each Party's ability to administer its capital account for the maintenance of the stability and soundness of its financial system, such as the foreign exchange market, stock market, bond market and financial derivatives market.

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

(a) contributions to capital;

(b) profits, dividends, capital gains, and proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;

(c) interest, royalty payments, management fees, and technical assistance and other fees;

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

(e) payments made pursuant to Article 3.6 (Compensation for Losses) and Article 3.7 (Expropriation and Compensation);

(f) payments arising out of a dispute; and

(g) earnings and remuneration of a national of a Party who works in a covered investment in the territory of the other Party.

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

3. Each Party shall permit returns in kind relating to a covered investment to be made as authorized or specified in a written agreement between the Party and a covered investment or an investor of the other Party.

4. Notwithstanding paragraphs 1 through 3 of this Article, a Party may prevent a transfer through the equitable, non-discriminatory, and good faith application of its laws and regulations relating to:

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

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

(c) criminal or penal offenses;

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

(e) ensuring compliance with orders or judgments in judicial or administrative proceedings.

5. For greater certainty, provided that such measures are not applied in an arbitrary or unjustifiable manner, and provided that such measures do not constitute a disguised restriction on international trade or investment, paragraphs 1 through 3 of this Article shall not be construed to prevent a Party from adopting or maintaining measures that are necessary to secure compliance with laws and regulations, including those relating to the prevention of deceptive and fraudulent practices, that are not inconsistent with this Chapter.

Article 3.9. Performance Requirements

1. Neither Party may, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment of an investor of the other Party or of a non-party in its territory, impose or enforce any requirement or enforce any commitment or undertaking: (35)

(35) For greater certainty, a condition for the receipt or continued receipt of an advantage referred to in paragraph 2 of this Article does not constitute a "commitment or undertaking" for the purposes of paragraph 1 of this Article.

(a) to export a given level or percentage of goods or services;

(b) to achieve a given level or percentage of domestic content of goods or services;

(c) to purchase, use, or accord a preference to goods produced in its territory, or to purchase goods from persons in its territory (36);

(36) This sub-paragraph does not in itself impose obligations for either Party to allow the cross- border supply of services.

(d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment;

(e) to restrict sales of goods or services in its territory that such investment produces or supplies by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;

(f) to transfer a particular technology, a production process, or other proprietary knowledge to a person in its territory;

(g) to supply exclusively from the territory of the Party the goods that such investment produces or the services that it supplies to a specific regional market or to the world market;

(h) to locate the headquarters for a specific region or the world market in its territory; or

(i) to achieve a given percentage or value of research and development in its territory.

2. Neither Party may condition the receipt or continued receipt of an advantage, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment in its territory of an

investor of the other Party or of a non-party, on compliance with any requirement:

(a) to achieve a given level or percentage of domestic content of goods or services;

(b) to purchase, use, or accord a preference to goods produced in its territory, or to purchase goods from persons in its territory;

(c) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment; or

(d) to restrict sales of goods or services in its territory that such investment produces or supplies by relating such sales in any way to the volume or value of its exports or foreign exchange earnings.

3. (a) Nothing in paragraph 1 of this Article shall be construed to prevent a Party, in connection with an investment in its territory of an investor of the other Party or of a non-Party, from imposing or enforcing a requirement or enforcing a commitment or undertaking to locate production, supply a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory, provided that such measure is consistent with subparagraph (f) of paragraph 1 of this Article;

(b) Nothing in paragraph 2 of this Article shall be construed to prevent a Party, in connection with an investment in its territory of an investor of the other Party or of a non-Party, from conditioning the receipt or continued receipt of an advantage on compliance with a requirement to locate production, supply a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory;

(c) Subparagraph (f) of paragraph 1 of this Article does not apply:

(i) when a Party authorizes use of an intellectual property right in accordance with Article 31 of the TRIPS Agreement, or to measures requiring the disclosure of proprietary information that fall within the scope of, and are consistent with, Article 39 of the TRIPS Agreement; or

(ii) when the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal, or competition authority to remedy a practice determined after judicial or administrative process to be anticompetitive under the Party's competition laws (37);

(37) The Parties recognize that a patent does not necessarily confer market power.

(d) Provided that such measures are not applied in an arbitral or unjustifiable manner, and provided that such measures do not constitute a disguised restriction on international trade or investment, subparagraphs (b), (c), and (f) of paragraph 1 and subparagraphs (a) and (b) of paragraph 2 of this Article shall not be construed to prevent a Party from adopting or maintaining measures, including environmental measures:

(i) necessary to secure compliance with laws and regulations that are not inconsistent with this Chapter;

(ii) necessary to protect human, animal, or plant life or health; or

(iii) related to the conservation of living and non-living exhaustible natural resources;

(e) Subparagraphs (a), (b) and (c) of paragraph 1 and subparagraphs (a) and (b) of paragraph 2 of this Article do not apply to qualification requirements for goods or services with respect to export promotion and foreign aid programs;

(f) Subparagraphs (b), (c) and (f) of paragraph 1 and subparagraphs (a) and (b) of paragraph 2 of this Article, do not apply to government procurement;

(g) Subparagraphs (a) and (b) of paragraph 2 of this Article do not apply to requirements imposed by an importing Party relating to the content of goods necessary to qualify for preferential tariffs or preferential quotas;

(h) Paragraphs 1 and 2 of this Article do not apply to subsidies and other forms of State support for research and development.

4. For greater certainty, paragraphs 1 and 2 of this Article do not apply to any commitment, undertaking, or requirement other than those set out in those paragraphs.

5. This Article does not preclude enforcement of any commitment, undertaking, or requirement between private parties, where a Party did not impose or require the commitment, undertaking, or requirement.

Article 3.10. Senior Management and Boards of Directors

1. Neither Party may require that an enterprise of that Party that is a covered investment appoint to senior management position natural persons of any particular nationality.

2. A party may require that a majority of the board of directors, or any committee thereof, of an enterprise of that Party that is a covered investment, be of a particular nationality, or resident in the territory of the Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

Article 3.11. Transparency

1. Each Party shall ensure, in accordance with its respective laws and regulations, that its laws and regulations of general application, with respect to any matter covered by this Chapter, are promptly published or otherwise made publicly available, including wherever possible in electronic form.

2. To the extent possible, in accordance with its respective laws and regulations, each Party shall:

(a) publish in advance such laws and regulations referred to in paragraph 1 of this Article that it proposes to adopt;

(b) provide interested persons of the other Party with a reasonable opportunity to comment on such laws and regulations referred to in paragraph 1 of this Article that it proposes to adopt; and

(c) shall endeavour to take into account the comments received from interested persons with respect to such proposed laws and regulations.

3. Upon request of a Party, the other Party shall promptly respond to specific questions and provide information on the laws and regulations referred to in paragraph 1 of this Article.

Article 3.12. Administrative Proceedings

With a view to administering in a consistent, impartial, and reasonable manner all measures referred to in Article 3.11 (Transparency), each Party shall ensure that in its administrative proceedings applying such measures to particular covered investments or investors of the other Party in specific cases:

(a) wherever possible, covered investments or investors of the other Party that are directly affected by a proceeding are provided reasonable notice, in accordance with domestic procedures, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which it is initiated, and a general description of any issues in controversy;

(b) such persons are afforded a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and

(c) its procedures are in accordance with domestic law.

Article 3.13. Review and Appeal

1. Each Party shall, in accordance with domestic laws and regulations, establish or maintain judicial, quasi-judicial, or administrative tribunals or procedures for the purpose of the prompt review and, where warranted, correction of final administrative actions regarding matters covered by this Chapter. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceeding are provided with the right to:

(a) a reasonable opportunity to support or defend their respective positions; and

(b) a decision based on the evidence and submissions of record or, where required by domestic law, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or further review as provided in its domestic law, that such decisions shall be implemented by and shall govern the practice of the offices or authorities with respect to the administrative action at issue.

4. This article shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

Article 3.14. Non-Conforming Measures

1. Article 3.3 (National Treatment), Article 3.4 (Most-Favored- Nation Treatment), Article 3.9 (Performance Requirements) and Article 3.10 (Senior Management and Boards of Directors) do not apply to:

(a) any existing non-conforming measures maintained by a Party as set out by that Party in List A of its Schedule in Annex II (Schedules of Reservations and Non-Conforming Measures for Investment);

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a) of paragraph 1 of this Article; or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) of paragraph 1 of this Article to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Article 3.3 (National Treatment), Article 3.4 (Most-Favored-Nation Treatment), Article 3.9 (Performance Requirements) and Article 3.10 (Senior Management and Boards of Directors).

2. Article 3.3 (National Treatment), Article 3.4 (Most-Favored- Nation Treatment), Article 3.9 (Performance Requirements) and Article 3.10 (Senior Management and Boards of Directors) do not apply to any measure that a Party adopts or maintains with respect to sectors, subsectors, or activities, as set out in List B of its Schedule in Annex II (Schedules of Reservations and Non-Conforming Measures for Investment).

3. Neither Party may, under any measure adopted after the date of entry into force of this Agreement and covered by List B of its Schedule in Annex II (Schedules of Reservations and Non- Conforming Measures for Investment), require an investor of the other Party, by reason of its nationality, to sell or otherwise dispose of an investment existing at the time the measure becomes effective.

4. Article 3.3 (National Treatment) and Article 3.4 (Most-Favored- Nation Treatment) do not apply to any measure covered by an exception to, or derogation from, the obligations under Article 3 or 4 of the TRIPS Agreement, as specifically provided in those Articles and in Article 5 of the TRIPS Agreement.

5. Article 3.3 (National Treatment), Article 3.4 (Most-Favored- Nation Treatment), and Article 3.10 (Senior Management and Boards of Directors) do not apply to:

(a) government procurement; or

(b) subsidies or grants provided by a Party, including government-supported loans, guarantees, insurance and other forms of government support.

Article 3.15. Special Formalities and Information Requirements

1. Nothing in Article 3.3 (National Treatment) shall be construed to prevent a Party from adopting or maintaining a measure that prescribes special formalities in connection with covered investments, such as a requirement on the filing for establishment of and changes to the covered investments of the other Party, provided that such formalities do not materially impair the protections afforded by a Party to investors of the other Party and covered investments pursuant to this Chapter.

2. Notwithstanding Article 3.3 (National Treatment) and Article 3.4 (Most-Favored-Nation Treatment), a Party may require an investor of the other Party or its covered investment to provide information concerning that investment solely for informational or statistical or administrative purposes. The Party shall protect any confidential business information from any disclosure that would prejudice the competitive position of the investor or the covered investment. Nothing in this paragraph shall be construed to prevent a Party from otherwise obtaining or disclosing information in connection with the equitable and good faith application of its law.

Article 3.16. Non-Derogation

This Chapter shall not derogate from any of the following that entitle a covered investment, or, with respect to a Party, an investor of the other Party, to treatment more favorable than that accorded by this Chapter: 1. laws or regulations, administrative practices or procedures, or administrative or adjudicatory decisions of a Party;

2. international legal obligations of a Party; or

3. obligations assumed by a Party, including those contained in an investment agreement.

Article 3.17. Subrogation

If a Party or any designated entity 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 recognize 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, including any rights under Section B, and the investor shall be precluded from pursuing such rights to the extent of the subrogation.

Article 3.18. Denial of Benefits

1. A Party may, at any time, including after the institution of arbitration proceedings in accordance with Section B of this Chapter, deny the benefits (38) of this Chapter to an investor of the other Party that is an enterprise of such other Party and to investments of that investor if a non-Party, or persons of a non-Party own or control the enterprise and the denying Party:

(38) For greater certainty, benefits referred to in this Article include the rights of an investor of a Party to resort to the dispute settlement mechanism set out in Section B of this Chapter.

(a) does not maintain diplomatic relations with the non-Party; or

(b) adopts or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the enterprise or to its investments.

2. A Party may, at any time, including after the institution of arbitration proceedings in accordance with Section B of this Chapter, deny the benefits of this Chapter to an investor of the other Party that is an enterprise of such other Party and to investments of that investor if the enterprise has no substantial business activities in the territory of the other Party and a non-Party, persons of a non-Party, or of the denying Party, own or control the enterprise.

Article 3.19. Disclosure of Information

Nothing in this Chapter shall be construed to require a Party to furnish or allow access to protected information, or other confidential information the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 3.20. Essential Security

1. Nothing In this Chapter shall be construed:

a) to prevent a Party from adopting or maintaining measures that it considers necessary for the protection of its own essential security interests, defined by the national legislation;

b) to require a Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests;

c) to preclude a Party from applying measures that it considers necessary for the fulfillment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

2. With respect to investors of the other Party and covered investments affected by such measures, each Party shall accord non- discriminatory treatment to them, regardless of whether they are governmentally or privately owned.

Article 3.21. Financial Services

1. Notwithstanding any other provision of this Chapter, a Party shall not be prevented from adopting or maintaining measures relating to financial services for prudential reasons, including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial services supplier, or to ensure the integrity and stability of the financial system (39).

(39) It is understood that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial institutions or the financial system, as well as the maintenance of the safety and financial and operational integrity of payment and clearing systems.

2. Nothing in this Chapter applies to non-discriminatory measures of general application in pursuit of monetary and related credit policies or exchange rate policies (40). This paragraph shall not affect a Party's obligations under Article 3.8 (Transfers).

(40) For greater certainty, measures of general application taken in pursuit of monetary and related credit policies or exchange rate policies do not include measures that expressly nullify or amend contractual provisions that specify the currency of denomination or the rate of exchange of currencies.

3. Where a claimant submits a claim to arbitration under Section B and the respondent invokes paragraphs 1 or 2 of this Article as a defence, the following provisions shall apply:

(a) The respondent shall, either within one hundred and twenty (120) days of the date the claim is submitted to arbitration under Section B or no later than a date the tribunal constituted under Section B fixes, submit in writing to the competent financial authorities of the non-disputing Party a request for a joint determination by the competent financial authorities of both Parties on the issue of whether and to what extent paragraphs 1 or 2 of this Article is a valid defence to the claim. The respondent shall promptly provide the tribunal, if constituted, a copy of the request.

(b) The competent financial authorities of both Parties shall attempt in good faith to make a joint determination as described in subparagraph (a) of paragraph 3 of this Article. Any such determination shall be transmitted promptly to the disputing parties and, if constituted, the tribunal under Section B. The determination shall be binding on the tribunal constituted under Section B.

(c) If the competent financial authorities of both Parties referred to in subparagraphs (a) and (b) of paragraph 3 of this Article have not made a joint determination within one hundred and twenty (120) days of the date of receipt of the respondent's written request for a joint determination under subparagraph (a) of paragraph 3 of this Article, the respondent or the non-disputing Party may submit its claim to arbitration in accordance with Chapter IX (Dispute Settlement) for a tribunal constituted under Chapter IX (Dispute Settlement) to consider whether and to what extent paragraphs 1 or 2 of this Article is a valid defence to the claim. The final report of a tribunal constituted under Chapter IX (Dispute Settlement) shall be binding on the tribunal constituted under Section B, and any decision or award issued by the tribunal constituted under Section B must be consistent with the final report. The tribunal constituted under Chapter IX (Dispute Settlement) shall transmit its final report to both Parties and to the tribunal constituted under Section B.

(d) If the respondent or the non-disputing Party has not submitted its claim to arbitration in accordance with Chapter IX (Dispute Settlement) within thirty (30) days after the expiration of the one hundred and twenty (120) days period referred to in subparagraph (c) of paragraph 3 of this Article, the tribunal constituted under Section B may proceed with respect to the claim.

(i) The tribunal constituted under Section B shall draw no inference regarding the application of paragraphs 1 and 2 of this Article from the fact that the competent financial authorities have not made a determination as described in subparagraphs (a), (b) and (c) of paragraph 3 of this Article.

(ii) The non-disputing Party may make oral and written submissions to the tribunal constituted under Section B regarding the issue of whether and to what extent paragraphs 1 or 2 of this Article is a valid defence to the claim. Unless it makes such a submission, the non- disputing Party shall be presumed, for the purposes of the arbitration, to take a position on paragraphs 1 and 2 of this Article that it is not inconsistent with that of the respondent.

4. The expertise or experience of any candidate with respect to financial services law or practice shall be taken into account in the appointment of arbitrators to the tribunals as referred to in paragraph 3 of this Article.

Article 3.22. Taxation

1. Except as provided in this Article, nothing in this Chapter shall apply to taxation measures.

2. Article 3.7 (Expropriation and Compensation) shall apply to taxation measures to the extent that such taxation measures constitute expropriation as provided for in Article 3.7 (Expropriation and Compensation).

3. Nothing in this Chapter shall be construed to prevent the adoption or enforcement of any measure designed to secure the equitable or effective imposition or collection of taxes in accordance with the respective laws and regulations of the Parties. However, such measures shall not be applied in a discriminatory, arbitrary or unjustifiable manner or constitute a disguised restriction.

4. For the purposes of this Agreement, in assessing whether a taxation measure constitutes expropriation, the Parties agree to consider the following factors as relevant:

(a) the imposition of taxes does not generally constitute expropriation. The mere introduction of new taxation measures, or the imposition of taxes in more than one jurisdiction in respect of an investment, generally does not in and of itself constitute expropriation;

(b) taxation measures which are consistent with internationally recognized tax policies, principles and practices do not constitute expropriation. In particular, taxation measures aimed at preventing the avoidance or evasion of taxes should not, generally, be considered to be expropriatory; and

(c) taxation measures which are applied on a non- discriminatory basis, as opposed to being targeted at investors of a particular nationality or specific individual taxpayers, are less likely to constitute expropriation. A taxation measure should not constitute expropriation if, when the investment is made, it was already in force, and information about the measure was made public or otherwise made publicly available.

5. An investor that seeks to invoke 3.7 (Expropriation and Compensation) with respect to a taxation measure must first refer in writing to the competent authorities (41) of both Parties, no later than that it delivers its request of consultation under Article 3.23 (Consultations), the issue of whether that taxation measure involves an expropriation. If the competent authorities do not agree to consider the issue, or having agreed to consider it, fail to agree that the measure is not an expropriation within a period of 180 days after the date of such referral, the investor may submit its claim to arbitration. For greater certainty, if the competent authorities agree, pursuant to this paragraph, that the measure is not an expropriation, the investor shall not invoke Article 3.7 (Expropriation and Compensation) as a basis for a claim.

(41) For the purposes of this Article: "the competent authorities" means: (i) for the Republic of Belarus, the Ministry of Finance of the Republic of Belarus and the Ministry of Taxes and Duties of the Republic of Belarus, or their authorized representatives; and (ii) for the People's Republic of China, the Ministry of Finance and the State Taxation Administration, or their authorized representatives.

6. Nothing in this Chapter shall affect the rights and obligations of a Party under any tax convention (42). In the event of any inconsistency between this Chapter and any such convention, that convention shall prevail to the extent of the inconsistency. In the case of a tax convention between the Parties, the competent authorities under that convention shall have sole responsibility for determining whether any inconsistency exists between this Chapter and that convention.

(42) "Tax convention" means an agreement or convention for the avoidance of double taxation or other international taxation agreement or arrangement.

Section B.

Article 3.23. Consultations

1. In the event of an investment dispute, if the claimant intends to submit the dispute to arbitration, it shall deliver a request for consultations to the respondent (43) at least 180 days prior to submission of the dispute to arbitration. The request shall:

(43) For greater certainty, the request for consultations shall be sent to the central government body as listed out in Annex 3-4 (Service of Documents on a Party).

(a) specify the name and address of the claimant and, where a claim is submitted on behalf of an enterprise of the respondent that is a juridical person that the claimant owns or controls directly or indirectly, the name, address, and place of incorporation of the enterprise;

(b) list evidences that the claimant is an investor under this Chapter;

(c) for each claim, identify the provision of this Chapter or the investment agreement alleged to have been breached and any other relevant provisions;

(d) for each claim, identify the measures or events giving rise to the claim;

(e) for each claim, provide a brief summary of the legal and factual basis; and

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

2. After a request for consultations is made pursuant to this Section, the claimant and the respondent shall enter into consultations (44) with a view to reaching a mutually satisfactory solution.

(44) Unless otherwise agreed by the Parties to the dispute, the place for consultation should be the capital of the respondent.

Article 3.24. Submission of a Claim to Arbitration

1. With prejudice to the consultation procedure provided in the Article 3.22 (Taxation), in the event that a disputing party considers that an investment dispute cannot be settled by consultations pursuant to Article 3.23 (Consultations) and 180 days have elapsed since the date of the request for consultations:

(a) the claimant, on its own behalf, may submit to arbitration under this Section a claim:

(i) that the respondent has breached

(A) an obligation under Article 3.3 (National Treatment), Article 3.4 (Most-Favored-Nation Treatment) provided that the claim does not in any way relate to treatment with respect to establishment, acquisition or expansion of investment in the territory of the respondent;

(B) Article 3.5 (Minimum Standard of Treatment), Article 3.6 (Compensation for Losses), Article 3.7 (Expropriation and Compensation), Article 3.8 (Transfers); or

(C) an investment agreement; 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 an enterprise of the respondent that is a juridical person that the claimant owns or controls directly or indirectly, may submit to arbitration under this Section a claim:

(i) that the respondent has breached

(A) an obligation under Article 3.3 (National Treatment), Article 3.4 (Most-Favored-Nation Treatment) provided that the claim does not in any way relate to treatment with respect to establishment, acquisition or expansion of investment in the territory of the respondent;

(B) Article 3.5 (Minimum Standard of Treatment), Article 3.6 (Compensation for Losses), Article 3.7 (Expropriation and Compensation), Article 3.8 (Transfers); or

(C) an investment agreement; and

(ii) that the enterprise has incurred loss or damage by reason of, or arising out of, that breach (45),

(45) For greater certainty, a minority non-controlling shareholder of an enterprise may not submit a claim on behalf of that enterprise.

provided that a claimant may submit pursuant to subparagraph (a)(i)(C) or (b)(i)(C) of this Article a claim for breach of an investment agreement only if the subject matter of the claim and the claimed damages directly relate to the covered investment that was established or acquired, or sought to be established or acquired, in reliance on the relevant investment agreement.

2. An investor of a Party may not initiate or continue a claim under this Section if a claim involving the same measure or measures alleged to constitute a breach under this Article and arising from the same events or circumstances is initiated or continued pursuant to an agreement between the respondent and a non-Party by:

(i) an enterprise of a non-Party that owns or controls, directly or indirectly, the investor of a Party; or

(ii) an enterprise of a non-Party that is owned or controlled, directly or indirectly, by the investor of a Party.

Notwithstanding the previous paragraph, the claim may proceed if the respondent agrees that the claim may proceed, or if the investor of a Party and the enterprise of a non-Party agree to consolidate the claims under the respective agreements before a tribunal constituted under this Section.

3. A claimant may submit a claim referred to in paragraph 1 of this Article:

(a) under the ICSID Convention and the ICSID Rules of Procedure for Arbitration Proceedings, provided that both the respondent and the non-disputing Party are parties to the ICSID Convention;

(b) under the ICSID Additional Facility Rules, provided that either the respondent or the non-disputing Party is a party to the ICSID Convention;

(c) under the UNCITRAL Arbitration Rules (46); or

(46) In the case of arbitration under Section B pursuant to the UNCITRAL Arbitration Rules, the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration shall not be applicable unless the disputing parties otherwise agree.

(d) if the claimant and respondent agree, to any other arbitration institution or under any other arbitration rules.

4. A claim shall be deemed submitted to arbitration under this Section when the claimant's notice of or request for arbitration (hereinafter referred as "notice of arbitration"):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General;

(b) referred to in Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary- General;

(c) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, are received by the respondent; or

(d) referred to under any arbitral institution or arbitral rules selected under subparagraph (d) of paragraph 3 of this Article is received by the respondent;

When the claimant submits a claim pursuant to subparagraphs 1(a)(i)(C) or 1(b)(i)(C) of this Article, the respondent may make a counterclaim in connection with the factual and legal basis of the claim or rely on a claim for the purpose of a set off against the claimant.

5. In addition to any other information required by the applicable arbitral rules, the notice of arbitration shall also include information addressing each of the categories in Article 3.23 (Consultations).

6. The arbitration rules applicable under paragraph 3 of this Article, and in effect on the date the claim or claims were submitted to arbitration under this Section, shall govern the arbitration except to the extent modified by this Chapter.

Article 3.25. Consent of Each Party to Arbitration

1. Each Party consents to the submission of a claim to arbitration under this Section in accordance with this Chapter.

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

(a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the ICSID 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 3.26. Conditions and Limitations on Consent of Each Party

1. No claim may be submitted to arbitration under this Section if more than three years have elapsed from the date on which the claimant first acquired, or should have first acquired, knowledge of the breach alleged under paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration) and knowledge that the claimant (for claims brought under subparagraph (a) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration)) or the enterprise (for claims brought under subparagraph (b) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration)) has incurred loss or damage.

2. No claim may be submitted to arbitration under this Section by national who had the nationality of the Party to the

dispute on the date on which the parties consented to submit such dispute to arbitration pursuant to Article 3.24 (Submission of a Claim to Arbitration).

3. No claim may be submitted to arbitration under this Section unless:

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

(b) the claim arises from measures included in the request for consultations submitted by the claimant in accordance with Article 3.23 (Consultation); and

(c) the notice of arbitration is accompanied:

(i) for claims submitted to arbitration under subparagraph (a) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration), by the claimant's written waiver; and

(ii) for claims submitted to arbitration under subparagraph (b) of paragraph 1 of Article 3.24 (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 administrative tribunal or court under the law of a Party, or other dispute settlement procedures, any proceeding with respect to any measure alleged to constitute a breach referred to in Article 3.24 (Submission of a Claim to Arbitration).

4. Notwithstanding paragraph 3(c)(ii) of this Article, a waiver from the enterprise shall not be required if the respondent has deprived the claimant of its ownership or control of the enterprise.

5. Notwithstanding subparagraph (c) of paragraph 3 of this Article, the claimant (for claims brought under subparagraph (a) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration)) and the claimant or the enterprise (for claims brought under subparagraph (b) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration)) may, in accordance with the laws of the respondent, 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 sole purpose of preserving the claimant's or the enterprise's rights and interests during the pendency of the arbitration.

Article 3.27. Constitution of the Tribunal

1. Unless the disputing parties otherwise agree, the tribunal shall comprise three arbitrators, one arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties.

2. The Secretary-General shall serve as appointing authority for an arbitration under this Section.

3. If a tribunal has not been constituted within 90 days from the date that a claim is submitted to arbitration under this Section, the appointing authority, on the request of a disputing party, shall appoint, in his or her discretion and after consulting with the disputing parties, the arbitrator or arbitrators not yet appointed.

4. The appointing authority may not appoint a presiding arbitrator who is a national of a Party, unless both Parties to the dispute otherwise agree.

5. In the event that the appointing authority appoints a presiding arbitrator in accordance with relevant arbitration rules, the presiding arbitrator being appointed should be a recognized expert in public international law, and should be experienced in investor-state dispute settlement.

Article 3.28. Conduct of the Arbitration

1. The disputing parties may agree on the legal place of any arbitration under the arbitral rules applicable under paragraph 3 of Article 3.24 (Submission of a Claim to Arbitration). If the disputing parties fail to reach agreement, the tribunal shall determine the place in accordance with the applicable arbitral rules, provided that the place shall be in the territory of a State that is a party to the New York Convention.

2. The non-disputing Party may make oral and written submissions to the tribunal regarding the interpretation of this Chapter.

3. After consulting the disputing parties, the tribunal may allow a person or entity that is not a disputing party to file a written amicus curiae submission with the tribunal regarding a matter within the scope of the dispute. Such a submission shall provide the identity of such person or entity (including any controlling entity and any source of substantial financial

assistance in either of the two years preceding the submission, e.g. funding around 20% of an entity's overall operations annually), disclose any connection with any disputing party, and identify any person, government or other entity that has provided or will provide any financial or other assistance in preparing the submission. In determining whether to allow such a filing, the tribunal shall consider, among other things, the extent to which:

(a) the amicus curiae submission would assist the tribunal in the determination of a factual or legal issue related to the proceeding by bringing a perspective, particular knowledge, or insight that is different from that of the disputing parties;

(b) the amicus curiae submission would address a matter within the scope of the dispute; and

(c) the amicus curiae has a significant interest in the proceeding.

4. The tribunal shall ensure that the amicus curiae submission does not disrupt the proceeding or unduly burden or unfairly prejudice either disputing party, and that the disputing parties are given an opportunity to present their observations on the amicus curiae submission.

5. Without prejudice to a tribunal's authority to address other objections as a preliminary question, a tribunal shall address and decide as a preliminary question any objection by the respondent that, as a matter of law, a claim submitted is not a claim for which an award in favor of the claimant may be made under this Section.

6. In deciding an objection under paragraph 5 of this Article, the tribunal shall assume to be true claimantâs factual allegations. The tribunal may also consider any relevant facts not in dispute. The tribunal shall decide on the objection on an expedited basis, and issue a decision or award on the objection(s) no later than 150 days after the date of the request.

7. In any arbitration conducted under this Section, at the request of a disputing party, a tribunal shall, before issuing a decision or award on liability, transmit its proposed decision or award to the disputing parties and to the non-disputing Party. Within 60 days after the tribunal transmits its proposed decision or award, the disputing parties may submit written comments to the tribunal conceming any aspect of its proposed decision or award. The tribunal shall consider any such comments and issue its decision or award not later than 45 days after the expiration of the 60-day comment period.

8. In the event that an appellate mechanism for reviewing awards rendered by investor-State dispute settlement tribunals is developed in the future under other institutional arrangements, the Parties shall consider whether awards rendered under Article 3.31 (Awards) should be subject to that appellate mechanism.

Article 3.29. Governing Law

1. Subject to paragraph 3 of this Article, when a claimis submittedunderparagraph 1(a)(i)(A), paragraph 1(a)(i)(B), paragraph 1(b)(i)(A) orparagraph 1(b)(i)(B) of Article 3.24 (Submission of a Claimto Arbitration), the tribunal shall decide the issues in dispute in accordance withthisChapter and applicable rules of international law (47).

(47) For greater certainty, this provision is without prejudice to any consideration of the domestic law of the respondent where it is relevant to the claim as a matter of fact.

2. Subject to paragraph 3 of this Article and the other terms of this Section, when a claim is submitted under paragraph 1(a)(i)(C) or paragraph 1(b)(i)(C) of Article 3.24 (Submission of a Claim to Arbitration), the tribunal shall apply:

(a) the rules of law specified in the pertinent investment agreement, or as the disputing parties may otherwise agree; or

(b) if the rules of law have not been specified or otherwise agreed:

(i) the law of the respondent, including its rules on the conflict of laws (48); and

(48) The "law of the respondent" means the law that a domestic court or tribunal of proper jurisdiction would apply in the same case.

(ii) such rules of customary international law as may be applicable.

3. A joint decision of the Parties declaring their interpretation of a provision of this Agreement shall be binding on a tribunal of any ongoing or subsequent dispute, and any decision or award issued by such a tribunal must be consistent with that joint decision.

Article 3.30. Discontinuance

If, following the submission of a claim under this Section, the claimant fails to take any steps in the proceeding during 180 consecutive days or such periods as the disputing parties may agree, the claimant shall be deemed to have withdrawn its claim and to have discontinued the proceedings. In case that a Tribunal has been established according to this Section, it 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 such an order has been rendered, the authority of the Tribunal shall lapse. The claimant may not subsequently submit a claim on the same matter. This Article is without prejudice to the Tribunal's authority to discontinue the proceedings in according with the applicable arbitrations rules.

Article 3.31. Awards

1. Where a tribunal makes an award against a respondent, the tribunal may award, separately or in combination, only:

(a) monetary damages and any applicable interest; and

(b) restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest in lieu of restitution.

A tribunal may also award costs and attorney's fees in accordance with this Section and the applicable arbitration rules.

2. Subject to paragraph 1 of this Article, where a claim is submitted to arbitration under subparagraph (b) of paragraph 1 of Article 3.24 (Submission of a Claim to Arbitration):

(a) an award of restitution of property shall provide that restitution be made to the enterprise;

(b) an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise; and

(c) the award shall provide that it is made without prejudice to any right that any person may have in the relief under applicable domestic laws.

3. A tribunal may not award punitive damages.

4. The award shall be made available to the public promptly (49).

(49) For greater certainty, nothing in this Section requires a respondent to disclose protected information or to furnish or allow access to information that it may withhold in accordance with Article 3.20 (Essential Security) or Article 3.19 (Disclosure of Information).

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

(a) in the case of a final award made 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) revision or annulment proceedings have been completed; and

(b) in the case of a final award under the ICSID Additional Facility Rules, the UNCITRAL Arbitration Rules, or the rules selected pursuant to Article 3.24 (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 or annul the award; or

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

6. An award made by a tribunal shall have no binding force except between the disputing parties and in respect of the particular case.

Article 3.32. Expert Reports

Without prejudice to the appointment of other kinds of experts where authorized by the applicable arbitration rules, a tribunal, at the 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 environmental, health, safety, or other scientific matters raised by a disputing party in a proceeding, subject to such terms and conditions as the disputing parties may agree.

Article 3.33. Service of Documents

Delivery of notice and other documents on a Party shall be made to the place named for that Party in Annex 3-4 (Service of Documents on a Party).

Annex 3-1. Customary International Law

The Parties confirm their shared understanding that "customary international law" generally and as specifically referenced in Article 3.5 (Minimum Standard of Treatment) results from a general and consistent practice of States that they follow from a sense of legal obligation. With regard to Article 3.5 (Minimum Standard of Treatment), the customary international law minimum standard of treatment of aliens refers to all customary international law principles that protect the economic rights and interests of aliens.

Annex 3-2. Expropriation

The Parties confirm their shared understanding that:

1. An action or a series of actions by a Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in an investment.

2. Paragraph 1 of Article 3.7 (Expropriation and Compensation) addresses two situations:

(1) Direct expropriation, where an investment is nationalized or otherwise directly expropriated through formal transfer of title or outright seizure;

(2) Indirect expropriation addressed by paragraph 1 of Article 3.7 (Expropriation and Compensation), where an action or series of actions by a Party has an effect equivalent to direct expropriation without formal transfer of title or outright seizure:

(a) The determination of whether an action or series of actions by a Party, in a specific fact situation, constitutes an indirect expropriation, requires a case- by-case, fact-based inquiry that considers, among other factors:

(i) the economic impact of an action or series of actions by a Party, although the fact that such an action or series of actions by a Party has an adverse effect on the economic value of an investment, standing alone, does not establish that an indirect expropriation has occurred;

(ii) the extent to which an action or series of actions by a Party interferes with distinct, reasonable investment-backed expectations; and

(iii) the character and objective of an action or series of actions by a Party;

(b) Except in rare circumstances, non-discriminatory regulatory actions by a Party that are designed and applied to protect legitimate public welfare objectives, such as public moral, public health, safety, and the environment, do not constitute indirect expropriations.

Annex 3-3. Temporary Safeguard Measures

1. In the event of serious balance-of-payments difficulties, external financial difficulties, or threat thereof, nothing in this Chapter shall be construed to prevent a Party from adopting or maintaining restrictive measures with regard to payments or transfers relating to the movements of capital.

2. Any measures adopted or maintained under paragraph 1 of this Annex shall:

(a) be consistent with the Articles of Agreement of the International Monetary Fund, as applicable;

(b) be temporary and be phased out progressively as the situation specified in paragraph 1 of this Annex improves, and shall not exceed eighteen (18) months in duration; however, if extremely exceptional circumstances arise, a Party may extend such measures for one twelve-month period after advance notice and consultations with the other Party;

(c) not be inconsistent with Article 3.3 (National Treatment) and Article 3.4 (Most-Favored-Nation Treatment);

(d) not be inconsistent with Article 3.7 (Expropriation and Compensation);

(e) not result in multiple exchange rates; and

(f) be promptly notified to the other Party and published as soon as practicable.

Annex 3-4. Service of Documents on a Party

The People's Republic of China

Notices and other documents shall be served on the People's Republic of China by delivery to:

Ministry of Commerce of the People's Republic of China 2 Dong Chang'an Avenue

Beijing, 100731

People's Republic of China

The Republic of Belarus

Notices and other documents shall be served on the Republic of Belarus by delivery to:

Ministry of Economy of the Republic of Belarus 14 Bersona Street Minsk, 220030

Republic of Belarus

Chapter IV. TEMPORARY MOVEMENT OF NATURAL PERSONS

Article 4.1. Definitions

For the purposes of this Chapter:

"application" means the completed application and the package of documents attached to it in accordance with the legislation of the Party;

"immigration formality" means a visa, permit (50), pass, or electronic authority, granting temporary entry and stay (51), if envisaged by the national legislation of a Party;

(50) For the Republic of Belarus, permit only means work permit or permit for temporary stay.

(51) For the purposes of this Agreement, under the temporary stay in the Republic of Belarus of a natural person of the other Party means registration in the competent authorities of the Republic of Belarus (for a period of up to 90 days in calendar year), or obtaining a temporary residence permit (for up to one year), depending on the purposes of entry of the natural persons.

"natural person of the other Party" means a natural person of that other Party in accordance with the relevant legislation; and

"temporary entry" means entry by a natural person of a Party as covered by this Chapter without the intent to establish permanent residence.

Article 4.2. Scope

1. This Chapter shall apply, as set out in each Party's Schedule in Annex III (Schedule of Specific Commitments for the Temporary Movement of Natural Persons), to measures of that Party affecting temporary entry and temporary stay of natural persons of the other Party into the territory of the Party where such persons are engaged in the supply of services, or the conduct of investment. Such persons shall include one or more of the following:

(a) business visitors;

(b) intra-corporate transferees; or

(c) other categories as may be specified in each Party's Schedule in Annex III (Schedules of Specific Commitments on Temporary Movement of Natural Persons).

2. The provisions of this Chapter provide the transparency and procedural disciplines related to temporary entry and temporary stay of natural persons of a Party, specified in the Party's Schedule in Annex III (Schedule of Specific Commitments on Temporary Movement of Natural Persons), and do not include any obligations of a Party to guarantee temporary entry and temporary stay for categories of natural persons of the other Party, except for cases provided for in Article 4.3 (Grant of Temporary Entry and Temporary Stay).

3. This Agreement shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

4. The Agreement shall not prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to the other Party under this chapter.

5. The sole fact that a Party requires natural persons of the other Party to obtain an immigration formality shall not be regarded as nullifying or impairing the benefits accruing to any Party under this Chapter.

Article 4.3. Grant of Temporary Entry and Temporary Stay

1. Each Party shall, in accordance with its Schedule in Annex III (Schedules of Specific Commitments on Temporary Movement of Natural Persons), grant temporary entry or temporary stay for the period in accordance with this Chapter to natural persons of the other Party, provided that those natural persons:

(a) follow application procedures prescribed by national legislation for the immigration formality sought; and

(b) meet all relevant eligibility requirements for granting temporary entry or temporary stay for the period, set in the Schedule of Specific commitments in Annex I and Annex lll (Schedules of Specific Commitments on Temporary Movement of Natural Persons).

2. In accordance with its laws and regulations, any fees imposed by a Party in respect of the processing of an immigration formality shall be reasonable and determined with regards to administrative costs involved (52) in that they do not, in themselves, represent an unjustifiable impediment to the movement of natural persons of the other Party under this Chapter.

(52) Not applied to visas and pass.

3. A Party may deny temporary entry or temporary stay for the period, set in its Schedule in Annex III (Schedules of Specific Commitments on Temporary Movement of Natural Persons) to any natural person of the other Party who does not comply with subparagraph (a) or (b) of paragraph 1 of this Article (53).

(53) For greater certainty, the Parties may deny temporary entry or temporary stay for the period, set in the Schedule of Specific commitments in Annex to any natural person of the other Party with other reasons not specified in subparagraph (a) or (b) of paragraph 1 of this Article but provided by the national legislation of the Party.

4. The sole fact that a Party grants temporary entry to a natural person of the other Party pursuant to this Chapter shall not be construed to exempt that natural person from meeting any applicable licensing or other requirements, including any mandatory codes of conduct, to practice a profession or otherwise engage in business activities.

Article 4.4. Schedules of Specific Commitments on Temporary Movement of Natural Persons

Each Party shall set out in its Schedule in Annex III (Schedules of Specific Commitments on Temporary Movement of Natural Persons) its commitments for the temporary entry into and temporary stay in its territory of natural persons of the other Party covered by Article 4.2 (Scope). These Schedules shall specify the conditions and limitations governing those commitments, including the length of stay, for each category of natural persons included therein (54).

(54) For the purposes of this Article, conditions and limitations include any economic needs testing requirement, which no Party may impose unless specified in its Schedule in Annex X (Schedules of Specific Commitments on Temporary Movement of Natural Persons).

Article 4.5. Transparency

1. For the purposes of this Chapter, each Party shall ensure that its competent authorities make publicly available the information necessary to apply for granting of temporary entry and temporary stay in its territory. Such information shall be made electronically available and kept updated.

2. Information referred to in paragraph 1 of this Article shall include, inter alia:

(a) categories of immigration formalities;

(b) documentation and evidence required and conditions to be met;

(c) method of filing and options on where to file, such as consular offices or online;

(d) processing time;

(e) application fees;

(f) period of validity of immigration formalities;

(g) conditions for renewals or extension in accordance with national legislation of a Party;

(h) available review and/or appeal procedures;

(i) reference to relevant laws of general application; and

(j) relevant requirements referred to in Article 4.5 (Transparency).

3. Each Party shall provide the other Party with details of relevant publications or websites where information referred to in paragraph 2 of this Article is made available.

Article 4.6. Requirements and Procedures Related to Temporary Entry and Temporary Stay

1. Documents required for processing an application for temporary entry and temporary stay of natural persons shall be relevant.

2. After the submission of an application is considered completed in accordance with the laws and regulations of that Party, competent authorities of that Party shall process the application within the time limits established by its laws and regulations. The competent authorities of each Party shall notify the applicant of the outcome of the application promptly after the decision has been taken. The notification shall include, if applicable, the period of stay and any other terms and conditions.

3. Upon the applicant's request, the competent authorities of the Party concerned shall, without undue delay and to the extent possible, provide information concerning the status of the applicant's application. This information shall normally be provided free of charge.

4. In case of incomplete application, the authority shall notify the applicant about the missing information and provide the applicant an opportunity to submit a new application.

This paragraph does not apply to visa applications.

5. If a Party requires separate applications for temporary entry and temporary stay, it shall ensure that the respective time periods for temporary entry and temporary stay, if granted, are compatible.

6. Applicants shall be given the opportunity to apply for renewal or extension in accordance with national legislation of a Party, which shall be granted under the terms of the Party's Schedule in Annex III (Schedule of Specific Commitments for the Temporary Movement of Natural Persons).

7. Each Party shall ensure that the procedures for application for the renewal or extension in accordance with national legislation of a Party are pre-established and are clearly specified.

Article 4.7. Spouses and Dependents

Each Party may grant the right of temporary entry and temporary stay to spouses and dependents of the natural persons of the other Party, specified in the Party's Schedule in Annex III (Schedule of Specific Commitments for the Temporary Movement of Natural Persons), in accordance with the legislation of the Party.

Article 4.8. Cooperation

The Parties may discuss mutually agreed areas of cooperation to further facilitate temporary entry and temporary stay of natural persons of the other Parties, which shall take into consideration areas proposed by the Parties during the course of negotiations or other areas as may be identified by the Parties.

Article 4.9. Dispute Settlement

1. Parties shall endeavour to settle any differences arising out of the implementation of this Chapter through consultations.

2. No Party shall have recourse to dispute settlement under Chapter IX (Dispute Settlement) regarding a refusal to grant temporary entry and temporary stay.

Chapter V. ELECTRONIC COMMERCE

Article 5.1. Definition

For the purposes of this Chapter:

"electronic authentication" means the process of verifying or testing an electronic statement or claim, in order to establish a level of confidence in the statement's or claim's reliability;

"electronic document" means a document in which information is presented in electronic form with details allowing to establish its integrity and authenticity, which are confirmed by the use of certified electronic signatures using public keys of the person who signed this electronic document when verifying the electronic signature;

"electronic signature" means data in electronic form that is in, affixed to, or logically associated with an electronic data message that may be used to identify the signatory in relation to the data message and indicate the signatory's approval of the information contained in the data message (55);

(55) For greater certainty, nothing in this provision prevents a Party from according greater legal effect to an electronic signature that satisfies certain requirements, such as indicating that the electronic data message has not been altered or verifying the identity of the signatory.

"digital certificate" means electronic document which is signed by the authorized body, and contains information of the owner of the public key, information of the public key, information of the organization which issued the certificate, duration of the certificate and other information;

"document in electronic form" means information, data or electronic document created, transmitted, received or stored in electronic systems enabling electronic commerce;

"personal information" means any information about an identified or identifiable natural person; and

"trade administration documents" mean forms issued or controlled by a Party which must be completed by or for an importer or exporter in relation to the import or export of goods.

Article 5.2. Scope and General Provisions

1. The Parties recognize the economic growth and trade opportunities that electronic commerce provides, and the importance of promoting and facilitating the use and development of electronic commerce between the Parties.

2. The purposes of this Chapter are to enhance cooperation between the Parties regarding the development of electronic commerce, contributing to creating an environment of trust and confidence in the use of electronic commerce and to promoting the wider use of electronic commerce globally.

3. The Parties shall, in principle, endeavor to ensure that bilateral trade in electronic commerce shall be no more restricted than comparable non-electronic bilateral trade.

4. This Chapter shall apply to measures adopted or maintained by a Party that affect electronic commerce.

5. This Chapter shall not apply to:

(a) government procurement; or

(b) information or data held or processed by governmental authorities and non-governmental bodies in the exercise of powers delegated by governmental authorities.

Article 5.3. Online Consumer Protection

Each Party shall, to the extent possible and in a manner considered appropriate, adopt or maintain measures which provide protection for consumers using electronic commerce that is at least equivalent to measures which provide protection for consumers of other forms of commerce.

Article 5.4. Online Personal Information Protection

Recognizing the importance of protecting personal information in electronic commerce, each Party shall adopt or maintain domestic laws and other measures which ensure the protection of the personal information of the users of electronic commerce.

Article 5.5. Unsolicited Commercial Electronic Messages

1. Each Party shall adopt or maintain measures regarding unsolicited commercial electronic messages that:

(a) require suppliers of unsolicited commercial electronic messages to facilitate the ability of recipients to stop receiving such messages;

(b) require the consent, as specified according to its laws and regulations, of recipients to receive commercial electronic messages; or

otherwise provide for the minimization of unsolicited commercial electronic messages.

2. Each Party shall provide recourse against suppliers of unsolicited commercial electronic messages who do not comply with its measures implemented pursuant to paragraph 1| of this Article.

3. The Parties shall endeavour to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 5.6. Domestic Regulatory Framework

1. Each Party shall adopt or maintain a legal framework governing electronic transactions, taking into account the UNCITRAL Model Law on Electronic Commerce 1996, or other applicable international conventions and model laws relating to electronic commerce.

2. Each Party shall endeavour to avoid any unnecessary regulatory burden on electronic transactions.

Article 5.7. Customs Duties

1. Each Party shall maintain its practice of not imposing customs duties on electronic transmissions between the Parties, consistent with the WTO Ministerial Decision of 22 June 2022 in relation to the Work Programme on Electronic Commerce (WT/MIN(22)/32).

2. Each Party reserves the right to adjust its practice referred to in paragraph 1 of this Article in accordance with any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce.

Article 5.8. Transparency

1. Each Party shall publish as promptly as possible or, where that is not practicable, otherwise make publicly available, including on the internet where feasible, all relevant measures of general application pertaining to or affecting the operation of this Chapter.

2. Each Party shall respond as promptly as possible to a relevant request from the other Party for specific information on any of its measures of general application pertaining to or affecting the operation of this Chapter.

Article 5.9. Cyber Security

The Parties recognize the importance of:

(a) building the capabilities of their respective competent authorities responsible for computer security incident responses including through the exchange of best practices; and

(b) strengthening communication and conducting cooperation on matters related to cyber security.

Article 5.10. Electronic Authentication and Electronic Signatures

1. Unless in circumstances otherwise provided for under its laws and regulations, no Party shall deny the legal validity of a signature solely on the basis that the signature is in electronic form.

2. Each Party shall maintain domestic legislation and measures for electronic signature that permits:

(a) participants in electronic transactions to determine the appropriate authentication technologies and implementation models for their electronic transactions; and

(b) participants in electronic transactions to have the opportunity to prove that their electronic transactions comply with the Party's domestic laws and regulations with respect to authentication.

3. Following on paragraph 1 of this Article, in two years after entry into force of this Agreement, Parties shall start elaborating additional provisions with respect to the mutual recognition of digital certificates and electronic signatures.

The principles of mutual recognition of digital certificates and electronic signatures may include inter alia the following approaches:

(a) mutual recognition of electronic signatures and digital certificates is based on equivalent levels of reliabilities;

(b) equivalent level of reliability will be agreed by the Parties on the basis of institutional procedures;

(c) Parties endeavour to create necessary legal basis for the mutual recognition of digital certificates, verification of electronic signatures with the usage of the agreed technologies.

4. Each Party shall encourage the use of digital certificates in the business sector.

Article 5.11. Paperless Trading

1. Each Party shall:

(a) work towards implementing initiatives which provide for the use of paperless trading, taking into account the methods agreed by international organizations including the World Customs Organization;

(b) endeavour to accept trade administration documents submitted electronically as the legal equivalent of the paper version of such trade administration documents;

(c) endeavour to make trade administration documents available to the public in electronic form; and

(d) endeavor to ensure the submission of documents related to trade transactions to the competent authorities of the Parties in the form of electronic documents with an electronic signature.

2. The Parties shall cooperate in international fora to enhance acceptance of electronic versions of trade administration documents.

Article 5.12. Network Equipment

1. Both Parties recognize the importance of network equipment, products related to e-commerce to the safeguarding of the healthy development of e-commerce.

2. Both Parties should endeavour to create beneficial environment for public telecommunications networks, service

providers or value- added service providers to independently choose the network equipment, products and technological services.

Article 5.13. Cooperation on Electronic Commerce

1. The Parties agree to share information and experience on issues related to electronic commerce, including, inter alia, laws and regulations, rules and standards, and best practices.

2. The Parties shall encourage cooperation in research and training activities to enhance the development of electronic commerce.

3. The Parties shall encourage business exchanges, cooperative activities and joint electronic commerce projects.

4. The Parties shall actively participate in regional and multilateral fora to promote the development of electronic commerce in a cooperative manner.

Article 5.14. Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under this Agreement for any matter arising under this Chapter.

Chapter VI. MICRO, SMALL AND MEDIUM-SIZED ENTERPRISES

Article 6.1. Regulatory Environment

In view of the important role of mirco, small and medium enterprises (MSMEs) in increasing employment, promoting economic growth, scientific and technological innovation and social stability, the Parties shall provide a favorable, stable and predictable policy and regulatory environment for the development of MSMEs of each Party in the territory of the other Party.

Article 6.2. Exchange of Information

The Parties should aim to share information and good practices with MSMEs. These practices should promote upstream and downstream cooperation in the industry chain, improve the productivity of MSMEs, and increase their access to markets.

Article 6.3. Cooperation

1. The Parties shall encourage:

(a) service institutions to provide legal, intellectual property, financial, consulting, inspection, testing and certification services for MSMEs;

(b) cooperation of large enterprises with MSMEs within supply chains;

(c) MSMEs to participate in large-scale sales and exhibition activities; and

(d) financial institutions to enhance support for MSMEs.

2. Cooperation shall be carried out through, inter alia, the following activities:

(a) information exchange;

(b) conferences, seminars, experts dialogue and training programs; and

(c) project promotion, exhibition platform, industry exchange, etc.

3. Cooperation may include: (a) establishing mechanisms for supply chain collaboration; (b) exploring approaches and strategies for cluster development;

(c) increasing the access of export-oriented MSMEs to information related to mandatory procedures and any other relevant information; and

(d) increasing access of MSMEs to information on technology upgrading programs, financial support, incentive programs, and incentives such as tax breaks.

Chapter VII. INTELLECTUAL PROPERTY

Article 7.1. Objectives and Principles

1. The Parties recognize the importance of protection and enforcement of intellectual property rights in order to incentivize research, development and creative activity which will promote economic and social development, as well as dissemination of knowledge and technology, particularly in the new digital economy, technological innovation and trade.

2. The Parties also recognize the necessity of balance between the legitimate interest of right owners and the public at large.

3. The Parties reiterate and reaffirm the effectiveness of the Chapter 7 of Agreement on Economic and Trade Cooperation between the People's Republic of China, of the one part, and the Eurasian Economic Union and its Member States, of the other Part (hereinafter refers to China-EAEU Agreement) signed on May 18th, 2018 in Astana, Kazakhstan.

Article 7.2. Definitions

For the purposes of this Chapter:

"intellectual property" refers to copyright and related rights, trade marks, geographical indications, industrial designs, patents (inventions, utility models), layout designs (topographies) of integrated circuits, and plant varieties as defined in the China-EAEU Agreement.

Article 7.3. General Provisions

1. Each Party shall establish and maintain transparent intellectual property rights regimes and systems that:

(a) provide certainty over the protection and enforcement of intellectual property rights;

(b) minimise compliance costs for business; and

(c) facilitate international trade through the dissemination of ideas, technology and creative works.

2. Each Party reaffirms its commitment to the China-EAEU Agreement and any other multilateral agreement relating to intellectual property to which both parties are party.

3. For the purposes of this Chapter, the Chapter 7 of the China- EAEU Agreement is incorporated into and made part of this Agreement, mutatis mutandis.

Article 7.4. Contact Points

Each Party shall designate a contact point or points to facilitate communications between the Parties on any matter covered by this Chapter, and provide details of such contact points to the other Party. The Parties shall notify each other promptly of any amendments to the details of their contact points.

Article 7.5. Notification and Exchange of Information

1. At the request of a Party the Parties shall informeach other of:

(a) legislation status and developments in relation to intellectual property;

(b) developments in intellectual property policy in their respective administrations including on appropriate initiatives to promote awareness of intellectual property rights and systems;

(c) changes to, and developments in, the implementation of intellectual property systems, aimed at promoting effective and efficient registration or grant of intellectual property rights; and

(d) enhancement of intellectual property rights enforcement and related initiatives in multilateral and regional fora.

2. Any information or notification provided under this Article shall be conveyed through the contact points referred to in Article 7.4 (Contact Points).

Article 7.6. Cooperation and Capacity Building

1. The Parties agree to cooperate with a view to increasing capacity in the development of intellectual property policy and eliminating trade in goods infringing intellectual property rights, subject to their respective laws, rules, regulations, directives and policies.

2. Each Party shall:

(a) encourage and facilitate the development of contacts and cooperation between their respective government agencies, educational institutions and other organizations with an interest in the field of intellectual property rights; and

(b) on mutually acceptable terms and subject to available funds, cooperate on:

(i) appropriate initiatives to promote awareness of intellectual property rights and systems;

(ii) educational and information dissemination projects on the use of intellectual property as a research and innovation tool; and

(iii) training and specialization courses for public institutions on intellectual property rights.

Article 7.7. Consultation

1. A Party may at any time request consultations with the other Party, with a view to seeking a timely and mutually satisfactory resolution of any intellectual property issue within the scope of this Chapter.

2. Such consultation shall be conducted through the Partiesâ designated contact points, and shall commence within 60 days of the receipt of the request for consultation, unless the Parties mutually determine otherwise. Each Party shall ensure its contact point is able to coordinate and facilitate a response on the issue under consideration.

Chapter VIII. COMPETITION

Article 8.1. Definitions

For the purposes of this Chapter:

"anticompetitive business conduct" means business conduct or actions that adversely affect competition in the territory of a Party, such as:

(a) agreements between enterprises, decisions by associations of enterprises and concerted practices, which have as their object or effect the prevention, restriction or distortion of competition in the territory of either Party as a whole or ina substantial part thereof:

(b) any abuse by one or more enterprises of a dominant position in the territory of either Party as a whole or in a substantial part thereof; or

(c) concentrations between enterprises, which significantly impede effective competition, in particular as a result of the creation or strengthening of a dominant position in the territory of either Party as a whole or in a substantial part thereof;

(d) Acts of unfair competition;

"competition laws" means:

(a) for the People's Republic of China, the Antimonopoly Law, Anti-unfair Competition Law and its implementing regulations and amendments; and

(b) for the Republic of Belarus, the Law of the Republic of Belarus dated 12 December 2013 No. 942 "On Counteraction to Monopolistic Activities and Promotion of Competition" and its bylaws and amendments to it.

Article 8.2. Objectives

Each Party understands that proscribing anticompetitive business conduct, implementing competition policies and cooperating on competition issues contribute to preventing the benefits of trade and investment liberalization from being undermined and to promoting economic efficiency and consumer welfare.

Article 8.3. Competition Laws and Authorities

1. Each Party shall maintain or adopt competition laws that promote and protect the competitive process in its market by proscribing anticompetitive business practices.

2. Each Party shall maintain an authority or authorities responsible for the enforcement of its national competition laws.

Article 8.4. Principles In Law Enforcement

1. Each Party shall be consistent with the principles of transparency, non-discrimination, and procedural fairness in the competition law enforcement.

2. Each Party shall treat persons who are not persons of the Party no less favorably than persons of the Party in like circumstances in the competition law enforcement.

3. Each Party shall ensure that before it imposes a sanction or remedy against a person for violating its national competition laws, it affords that person a reasonable opportunity to present opinion or evidence in its defense.

4. Each party shall provide a person that is subject to the imposition of a sanction or remedy for violation of its national competition laws with the opportunity to seek review of the sanction or remedy under that party's laws.

Article 8.5. Transparency

1. Each Party shall make public its competition laws and regulations, including procedural rules for the investigation.

2. Each Party shall ensure that a final administrative decision finding a violation of its national competition laws are in writing and sets out relevant findings of fact and legal basis on which the decision is based.

3. Each Party shall make public a final decision or order implementing the decision establishing a violation of its national competition law in accordance with its national competition laws and regulations. Each Party shall ensure that the version of the decision or order that is made available to the public does not include business confidential information that is protected from public disclosure by its national law.

Article 8.6. Cooperation In Law Enforcement

1. The Parties recognize the importance of cooperation and coordination in competition field, to promote effective competition law enforcement in the free trade area. Accordingly, Each Party shall cooperate through notification, consultation, exchange of information, and technical cooperation.

2. The Parties agree to cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resource.

Article 8.7. Notification

1. Each Party, through its competition authority or authorities, shall notify the other Party of an enforcement activity if it considers that such enforcement activity may substantially affect the other Party's important interests.

2. Provided that it is not contrary to the Parties' competition laws and does not affect any investigation being carried out, the Parties shall endeavor to notify at an early stage and in a detailed manner which is enough to permit an evaluation in the light of the interests of the other Party.

Article 8.8. Consultation

In order to foster understanding between the Parties, or to address specific matters that arise under this Chapter, on request of the other Party, a Party shall enter into consultations with the requesting Party. In its request, the requesting Party shall indicate, if relevant, how the matter affects trade or investment between the Parties. The Party addressed shall accord full and sympathetic consideration to the concerns of the requesting Party.

Article 8.9. Exchange of Information

1. Each Party shall endeavor to, upon request of the other party, provide information to facilitate effective enforcement of their respective competition laws, provided that it does not affect any ongoing investigation and is compatible with the laws and regulations governing the competition authorities possessing the information.

2. Each Party shall maintain the confidentiality of any information provided as confidential by the competition authority of the other Party and shall not disclose such information to any entity that is not authorized by the Party providing information.

Article 8.10. Technical Cooperation

The Parties may promote technical cooperation, including exchange of experiences, capacity building through training programs, workshops and research collaborations for the purpose of enhancing each Partyâs capacity related to competition policy and law enforcement.

Article 8.11. Independence of Competition Law Enforcement

This Chapter should not intervene with the independence of each Party in enforcing its respective competition laws.

Article 8.12. Dispute Settlement

Neither Party shall have recourse to dispute settlement under this Agreement for any matters arising under this Chapter.

Chapter IX. DISPUTE SETTLEMENT

Article 9.1. Scope and Coverage (56)

Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the interpretation, application and implementation of this Agreement, when a Party considers that:

(a) a measure of the other Party is inconsistent with its obligations under this Agreement; or

(b) the other Party has otherwise failed to carry out its obligations under this Agreement.

(56) For greater certainty, this Chapter does not apply to proposed measures and/or non- violation complaints (nullification or impairment of a benefit in cases where there is no violation of the Agreement's provisions).

Article 9.2. Cooperation

The Parties shall at all times endeavor to agree on the interpretation, application and implementation of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation, so as to avoid and settle disputes between the Parties.

Article 9.3. Choice of Forum

1. Where a dispute arises under this Agreement and under any other agreement to which both Parties are party, the complaining Party may recourse to dispute settlement procedures available under any of such agreements to settle the dispute.

2. Once the complaining Party has requested establishment of, or otherwise referred a matter to, a panel or tribunal under an agreement referred to in paragraph 1 of this Article, the forum selected shall be used to the exclusion of other fora.

Article 9.4. Consultations

1, Each Party may request consultations with the other party through the Joint Committee with respect to an existing measure or any matter described in Article 9.1 (Scope and Coverage).

2. The requesting Party shall deliver written notification to the Joint Committee, stating the reasons for the request, including the identification of the measure at issue and an indication of the legal basis for the complaint so as to provide sufficient information to enable an examination of the matter.

3. The Joint Committee shall convene within 30 days after the date of receipt of the request. In conducting the consultations, the Parties shall provide information to enable the examination of how the measure or any other matter might affect the

interpretation, application and implementation of this Agreement, and give confidential treatment to the information exchanged during consultations.

4. The Joint Committee shall endeavor to resolve the dispute promptly by means of a decision and may make recommendations regarding the implementing measures to be taken by the Party concerned, and the timeframe for doing so.

5. Consultations under this Article shall be confidential and without prejudice to the rights of either Party in any further proceedings.

Article 9.5. Good Offices, Conciliation and Mediation

1. The Parties may at any time voluntarily agree to good offices, conciliation and mediation. These procedures may begin at any time and be terminated at any time.

2. Proceedings involving good offices, conciliation and mediation, and in particular positions taken by the Parties during those proceedings, shall be confidential and without prejudice to the rights of either Party in any further or other proceedings.

3. If the Parties agree, procedures for good offices, conciliation, or mediation may continue while the dispute proceeds for resolution before an arbitration panel established under Article 9.6 (Establishment of Arbitration Panels).

Article 9.6. Establishment of Arbitration Panels

1. Unless otherwise agreed, if a matter has not been resolved within 30 days after the Joint Committee has convened pursuant to paragraph 4 of Article 9.4 (Consultations), or 60 days after the date of receipt of the request for consultations by the Party complained against through the Joint Committee, whichever is earlier, the complaining Party may request in writing the establishment of an arbitration panel.

2. Pursuant to this Article, the complaining Party shall identify in the request for the establishment of an arbitration panel, the specific measure at issue, the legal basis of the complaint including any provision of this Agreement and any other relevant provisions it considers relevant, the factual basis for the complaint.

3. The complaining Party shall deliver the request to the other Party. An arbitration panel is established upon receipt of the request by the Party complained against.

Article 9.7. Functions of Arbitration Panels

1. An arbitration panel shall make an objective assessment of the matter before it, including an examination of the facts of the case and the applicability of an conformity with this Agreement.

2. Unless the Parties otherwise agree, within 20 days from the date of the establishment of the arbitration panel, the terms of reference of the arbitration panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 9.6 (Establishment of Arbitration Panels), to make findings of law and fact together with the reasons on whether a concerned measure is in conformity with the Agreement or not and to issue a written report for the resolution of the dispute. The arbitration panel shall make recommendations for the resolution of the dispute, if it concludes a concerned measure is inconsistent with this Agreement."

3. Arbitration panels shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law.

4. The findings and recommendations of an arbitration panel cannot add to or diminish the rights and obligations of the Parties provided in this Agreement.

Article 9.8. Composition of Arbitration Panels

1. Arbitration panels shall consist of three arbitrators.

2. Each Party shall appoint one arbitrator, within 15 days after the establishment of the arbitration panel. The Parties shall endeavor to agree on and appoint the third arbitrator, who shall be the chair of the arbitration panel, within 30 days after

the establishment of the arbitration panel.

3. If any arbitrator has not been appointed, either Party may request the President of the International Court of Justice to designate the arbitrator within 30 days from the receipt of such request. If one or more arbitrators are designated pursuant to this paragraph, the President of the International Court of Justice shall be authorised to designate the chair of the arbitration panel.

The chair of arbitration panel shall:

(a) not be a national of either Party;

(b) not have his or her usual place of residence in the territory of either Party;

(c) not be employed by either Party; and

(d) not have dealt with the dispute in any capacity.

4. All arbitrators shall:

(a) have specialized knowledge or experience in law, international trade, other matters relating to this Agreement, or the resolution of disputes deriving from international trade agreements;

(b) be chosen strictly on the basis of objectivity, reliability and sound judgment;

(c) be independent, serve in their individual capacities and not be employed by, affiliated with or take instructions from any Party; and

(d) comply with the Code of Conduct set out in the document WT/DSB/RC/1 of the WTO.

5. Where a Party considers that an arbitrator does not comply with the requirements of the Code of Conduct, the Parties shall consult with each other and, if so agreed, they shall replace that arbitrator in accordance with paragraph 2 of this Article.

6. If an arbitrator appointed under this Article becomes unable to participate in the proceeding or resigns, or is to be replaced according to paragraph 5 of this Article, a successor shall be appointed in the same manner and timeframe prescribed for the appointment of the original arbitrator. The successor shall have all the powers and duties of the original arbitrator. In such case, any time period applicable to the panel proceedings shall be suspended during the appointment of the successor.

Article 9.9. Proceedings of Arbitration Panels

1. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall bear the burden of establishing such inconsistency unless this Agreement provides otherwise. A Party asserting that a measure is subject to an exception under this Agreement shall bear the burden of establishing that the exception applies unless this Agreement provides otherwise.

2. The arbitration panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually satisfactory resolution.

3. The arbitration panel shall make every effort to make its decisions, including its report, by consensus but may also make its decisions, including its report, by majority vote if the arbitration panel is unable to reach consensus. Arbitrators may furnish separate opinions on matters not unanimously agreed. All opinions expressed in an arbitration panel's report by individual arbitrators shall be anonymous.

4. Each Party shall bear the cost of its appointed arbitrator and its own expenses. The cost of the chair of an arbitration panel and other expenses associated with the conduct of the proceedings shall be borne by the Parties in equal shares.

Article 9.10. Suspension or Termination of Proceedings

1. The Parties may agree that the arbitration panel suspends its work at any time for a period not exceeding 12 months from the date of such agreement. In the event of such a suspension, the time-frames regarding the work of the arbitration panel shall be extended by the amount of time that the work was suspended. If in any case, the continuous suspension of the work of the arbitration panel exceeds 12 months, the authority for the establishment of the arbitration panel shall lapse unless the Parties agree otherwise (57).

(57) For greater certainty, the lapse of authority for the establishment of an arbitration panel does not preclude the complaining party to request at a later stage the establishment of another arbitration panel to examine the same subject matter.

2. The Parties may agree to terminate the proceedings of the arbitration panel by jointly notifying the chair of the arbitration panel at any time before the issuance of the final report to the Parties.

Article 9.11. Arbitration Panel Report

1. The arbitration panel shall base its report on the relevant provisions of this Agreement and the submissions and arguments of the Parties, and may take into account any other relevant information provided to the arbitration panel in accordance with this Agreement.

2. Unless the Parties otherwise agree, the arbitration panel shall issue the initial report to the Parties no later than 120 days after the date of its composition. If the arbitration panel considers that it cannot issue its initial report within this period, it shall inform the Parties in writing of the reasons for the delay together with an estimate of the period within which it will issue its initial report. Any delay shall not exceed a further period of 30 days unless the Parties otherwise agree.

3. Each Party may submit written comments to the arbitration panel within 15 days of the issuance of the initial report. After considering these written comments by the Parties and making any further examination it considers appropriate, the arbitration panel shall present Parties its final report within 30 days of issuance of the initial report, unless the Parties otherwise agree.

The final report of the arbitration panel shall be final and has no binding force except between the Parties and in respect of the matter to which the report refers.

4. The final report shall be made available to the public no later than 15 days after its issuance to the Parties, subject to the protection of confidential information, unless either Party decides not to do so.

Article 9.12. Implementation of the Final Report

1. Unless the Parties agree otherwise, the Party complained against shall eliminate the non-conformity as determined in the final report of the arbitration panel, immediately, or if this is not practicable, within a reasonable period of time.

2. Unless the Parties reach agreement on compensation or other mutually satisfactory solution, the Party complained against shall implement the recommendations and rulings in the final report of the arbitration panel.

3. The reasonable period of time referred to in paragraph 1 of this Article shall be mutually determined by the Parties. Where the Parties fail to agree on the reasonable period of time within 45 days after the date of issuance of the final report of the arbitration panel, either Party may refer the matter wherever possible to the original arbitration panel, which shall determine the reasonable period of time.

4. The arbitration panel shall provide its determination to the Parties within 60 days after the date of the referral of the matter to it. When the arbitration panel considers that it cannot provide its determination within this time frame, it shall inform the Parties in writing of the reasons for the delay together with an estimate of the period within which it will provide its determination. Any delay shall not exceed a further period of 30 days unless the Parties otherwise agree.

5. The reasonable period of time normally should not exceed 15 months from the date of issuance of the final report.

6. The Party complained against shall notify in writing to the complaining Party the implementing measures adopted in order to put an end to the violation of its obligations under this Agreement, before the expiry of the reasonable period of time agreed by the Parties or determined in accordance with paragraph 2 of this Article.

Article 9.13. Compliance Review

1. Where the Parties disagree on the existence or consistency with this Agreement of measures taken to comply with the recommendations and rulings of the arbitration panel, such dispute shall be decided through recourse to the dispute settlement procedures under this Chapter, including wherever possible by resort to the original arbitration panel.

2. The arbitration panel shall convene as soon as possible after the delivery of the request and shall issue its report on the matter within 60 days of the date of delivery of the written notification. When the arbitration panel considers that it cannot issue its report within this time frame, it shall inform the Parties in writing of the reasons for the delay together with an

estimate of the period within which it will issue its report. Any delay shall not exceed a further period of 30 days unless Parties agree otherwise.

3. Articles concerning the procedure of arbitration panel in this Chapter shall apply mutatis mutandis to the procedure under this Article.

Article 9.14. Non-Implementation, Compensation and Suspension of Concessions or other Obligations

1. If the Party complained against:

(a) fails to comply with the recommendations and rulings of the arbitration panel within the reasonable period of time;

(b) notifies the complaining Party in writing that it will not comply with the recommendations and rulings of the arbitration panel; or

(c) has been found through the compliance review process set out in Article 9.13 (Compliance Review) to have not complied with the obligations under paragraph 1 of Article 9.12 (Implementation of the Final Report),

the Party complained against shall, if so requested, enter into negotiations with the complaining Party with a view to reaching a mutually satisfactory agreement on compensation.

2. If the Parties do not reach agreement on compensation in accordance with paragraph 1 of this Article within 20 days from the receipt of the request pursuant to paragraph 1 of this Article, or Parties agreed on compensation but the Party complained against has failed to observe the terms and conditions of that agreement, the complaining Party may notify the Party complained against in writing that it intends to suspend the application to the Party complained against of concessions and obligations under this Agreement of equivalent effect to the level of non-conformity that the arbitration panel has found. The notification shall specify the level of concessions or other obligations that the complaining Party proposes to suspend.

3. The compensation referred to in paragraph 1 of this Article and the suspension referred to in paragraph 2 of this Article shall be temporary measures in the event that the Party complained against does not comply with the obligation under Article 9.12 (implementation of the Final Report). Neither compensation nor suspension is preferred to full elimination of the non-conformity as determined in the report of the arbitration panel. The complaining Party may begin suspending concessions and obligations 30 days after it provides notification of its intention to suspend, or after an arbitration panel issues its determination under paragraph 6.

4. In considering what concessions or other obligations to suspend pursuant to paragraph 2 of this Article the complaining Party shall apply the following principles and procedures:

(a) the complaining Party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the Arbitration Panel has found a violation or other nullification or impairment;

(b) the complaining Party should first seek to suspend concessions or other obligations with respect to the same sector(s) in which the report of the arbitration panel has found a failure to comply with the obligations under this Agreement. The notification of such suspension shall indicate the reasons on which it is based;

(c) if that party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may seek to suspend concessions or other obligations in other sectors under this agreement;

(d) in the selection of the benefits to suspend, the complaining Party shall endeavor to take into consideration those which least disturb the implementation of this Agreement.

5. The level of suspension of concessions and obligations referred to in paragraph 2 of this Article shall be equivalent to the level of the nullification or impairment.

6. If the Party complained against objects to the level of suspension proposed, or considers that the principles set out in paragraph 4 of this Article have not been applied, it may make a written request to reconvene the original arbitration panel to examine the matter. The arbitration panel shall determine whether the level of concessions and obligations to be suspended by the complaining Party in accordance with paragraph 2 of this Article is equivalent to the level of non-conformity. If the arbitration panel cannot be established with its original arbitrators, the proceeding set out in Article 9.8 (Composition of Arbitration Panels) shall be applied.

The arbitration panel shall present its determination within 60 days of the request made in accordance with paragraph 6 of

this Article or, if an arbitration panel cannot be established with its original arbitrators, from the date on which the last arbitrator is appointed. The determination of the arbitration panel shall be final and binding and shall be made publicly available.

7. The complaining Party may not suspend the application of concessions or other obligations before the issuance of the arbitration panel's determination pursuant to this Article.

Article 9.15. Post Suspension

1. Without prejudice to the procedures in Article 9.14 (Non- Implementation, Compensation and Suspension of Concessions or Other Obligations), if the Party complained against considers that it has eliminated the non-conformity that the arbitration panel has found, it may provide written notice to the complaining Party with a description of how non-conformity has been removed. If the complaining Party disagrees, it may refer the matter to the original arbitration panel within 60 days after receipt of such written notice. Otherwise, the complaining Party shall promptly stop the suspension of concessions or other obligations.

2. The arbitration panel shall issue its report within 60 days after the referral of the matter by the complaining Party pursuant to paragraph 1 of this Article. If the arbitration panel concludes that the Party complained against has eliminated the non-conformity, the complaining Party shall promptly stop the suspension of concessions or other obligations.

Article 9.16. Rules of Procedure

Unless the Parties agree otherwise, the arbitration panel shall follow the rules of procedure set out in Annex 9-1 (Rules of Procedure of Arbitration Panel) and may, after consulting with the Parties, adopt additional rules of procedure not inconsistent with Annex 9-1 (Rules of Procedure of Arbitration Panel).

Article 9.17. Application and Modification of Rules and Procedures

Any time period or other rules and procedures for arbitration panels provided for in this Chapter, including the Rules of Procedure referred to in Article 9.16 (Rules of Procedure), may be modified by mutual consent of the Parties.

Article 9.18. Private Rights (58)

Neither Party may provide for a right of action under its domestic law against the other Party on the ground that a measure of the other Party is inconsistent with this Agreement.

(58) For greater certainty, disputes regarding the interpretation and application of this Agreement arising between the Parties shall be resolved in accordance with the provision of this Chapter.

ANNEX 9-1. RULES OF PROCEDURE OF ARBITRATION PANEL

First Written Submissions

1. The complaining Party shall deliver its first written submission no later than 20 days after the appointment of the last arbitrator. The Party complained against shall deliver its first written submission no later than 30 days after the date of delivery of the complaining Party's first written submission, unless the arbitration panel otherwise decides.

2. A Party shall provide a copy of its first written submission to each of the arbitrators and to the other Party. A copy of the documents shall also be provided in electronic format.

Hearings

3. The chair of the arbitration panel shall fix the date and time of the hearing after consultation with the Parties and other members of the arbitration panel. The venue of the hearings shall be agreed by the Parties. If there is no agreement, the venue shall alternate between the territories of the Parties with the first hearing to be held in the territory of the Party complained against. The chair of the arbitration panel shall notify in writing to the Parties of the date, time and venue of the hearing. Unless either Party disagrees, the arbitration panel may decide not to convene a hearing.

4. The arbitration panel may convene additional hearings. 5. All arbitrators shall be present at hearings.

6. The hearings of the arbitration panel shall be held in closed session.

Supplementary Written Submissions

7. Where the arbitration panel so agrees, each Party may, within 20 days after the date of the hearing, deliver a supplementary written submission responding to any matter that arose during the hearing.

The supplementary written submission shall be delivered in accordance with paragraph 2 of this Annex.

Questions in Writing

8. The arbitration panel may at any time during the proceedings put questions in writing to the Parties. A Party shall deliver the written reply to the arbitration panel and the other Party in accordance with the timetable established by the arbitration panel. Each Party shall be given the opportunity to provide written comments on the reply of the other Party.

Confidentiality

9. The arbitration panel's hearings and the documents submitted to it shall be kept confidential. Nothing in these rules shall preclude a Party from disclosing statements of its own positions to the public. The information submitted by a Party to the arbitration panel which that Party has designated as confidential shall be treated as confidential.

Ex parte Contacts

10. The arbitration panel shall not meet or contact a Party in the absence of the other Party.

11. No Party may contact any arbitrator in relation to the dispute in the absence of the other Party and the other arbitrators.

12. No arbitrator may discuss any aspect of the subject matter of the proceeding with a Party or the Parties in the absence of the other arbitrators.

13. The initial and final reports of the arbitration panel shall be drafted without the presence of the Parties.

Role of Experts

14. Upon request of a Party or on its own initiative, the arbitration panel may seek information and technical advice from any individual or body that it deems appropriate. Any information so obtained shall be provided to the Parties for comments.

Working Language

15. Unless otherwise agreed by the Parties, English shall be the working language of the dispute settlement proceedings.

Chapter X. INSTITUTIONAL AND FINAL PROVISIONS

Article 10.1. Annexes

The Annexes to this Agreement constitute an integral part of this Agreement.

Article 10.2. Joint Committee

1. The Parties hereby establish a Joint Committee comprising representatives of the People's Republic of China and the Republic of Belarus as follows:

(a) in the case of the People's Republic of China, the Ministry of Commerce (MOFCOM); and

(b) in the case of the Republic of Belarus, the Ministry of Economy of the Republic of Belarus.

2. All decisions and recommendations referred to in this Chapter shall be taken by consensus.

3. The Joint Committee shall: (a) endeavour to ensure that this Agreement operates properly;

(b) supervise, review and facilitate the implementation and application of this Agreement;

(c) supervise the work of all sub-committees, working groups and other bodies established under this Agreement;

(d) consider ways to further enhance trade and investment between the Parties;

(e) without prejudice to Chapter IX (Dispute Settlement), seek to solve differences or disputes which might arise regarding the interpretation or application of this Agreement;

(f) consider proposals and make recommendations to the Parties on amendments of this Agreement in accordance with Article 10.4 (Amendments and Review) of this Chapter;

(g) consider any other matter of interest relating to the implementation or operation of this Agreement.

4. The Joint Committee may:

(a) decide to establish or dissolve sub-committees, or allocate responsibilities to them;

(b) seek the advice of all interested parties including private sector and non-governmental organizations;

(c) consult the Parties in case of any controversial issue; (d) adopt its own rules of procedure; and

(e) take any other action in the exercise of its functions as the Parties may agree.

5. The first meeting of the Joint Committee shall be held within one year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two years or whenever necessary in the People's Republic of China or the Republic of Belarus alternately, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by the representatives appointed by the People's Republic of China and the Republic of Belarus at the Ministerial level or its designated representatives.

6. Each Party may request at any time, through a notice in writing to the other Party, that a special meeting of the Joint Committee be held. Such a meeting shall take place within 30 days from the receipt of the request, unless the Parties agree otherwise.

7. Each meeting of the Joint Committee shall be held on a date mutually agreed by the Parties.

8. The Parties hold Joint Committee meetings as both virtual and face-to-face meetings.

9. The Joint Committee may invite, by agreement between the Parties, academics, experts from private sector or representatives from non-governmental organizations to attend its meetings in order to provide information on particular subjects.

10. A provisional agenda for each meeting shall be drawn up by the hosting Party on the basis of suggestions by the Parties. It shall be circulated to the other Party no later than 14 days before the meeting. The agenda shall be adopted by the Joint Committee at the beginning of each meeting. At the meeting, additional items may be included in the agenda, if the Parties so agree.

11. The working language of the Joint Committee shall be English. All working documents, minutes and decisions shall be in English.

12. Draft minutes of each meeting shall be drawn up by the host Party. The minutes shall, as a general rule, contain the following:

(a) a summary of the statements and conclusions reached on specific issues;

(b) decisions, recommendations and declarations adopted by the Joint Committee;

(c) all documentation formally presented by a Party and agreed to be included as annexes to the Joint Report; and

(d) a list of participants.

13. The draft agreed minutes shall be submitted to the Joint Committee for approval at the end of the meeting. If the approval is not possible during the meeting, the agreed minutes shall be approved by the Parties no later than three months after the date of the meeting.

14. The Joint Committee may adopt decisions or make recommendations by written procedure, if so agreed by the Parties.

15. Decisions and recommendations adopted by the Joint Committee shall bear a number and a title referring to their subject matter.

16. Each Party shall cover its own expenses relating to meetings of the Joint Committee. Expenses in connection with the organization of meetings, shall be borne by the Party that hosts the meeting.

Article 10.3. Entry Into Force

This Agreement shall come into force on the first day of the second month following the date of receipt through diplomatic channels of the last written notification of the completion of the internal legal procedures required for its entry into force by the Parties.

Article 10.4. Amendments and Review

1. The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force in accordance with the procedure under Article 10.3 (Entry into Force), or on such other date as the Parties may agree.

2. The Parties shall periodically review in the Joint Committee progress achieved in pursuing the objectives set out in this Agreement and consider relevant international developments to identify areas where further action could promote these objectives.

3. If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary. As a result of such a review, the Parties may, by decision in the Joint Committee, modify this Agreement accordingly.

Article 10.5. Further Negotiations

1. Not later than five years from the date of entry into force of this Agreement and periodically thereafter Parties may enter into negotiations with a view to achieving a progressively higher level of commitments of this Agreement. This process shall take place with a view to promoting the interests of both Parties on a mutually advantageous basis and to securing balance of rights and obligations.

2. Upon the Republic of Belarus' accession to the WTO, the Parties shall enter into negotiations, beginning no later than one year from that date, with a view to achieving higher level of liberalization, promoting the interests of the Parties on a mutually advantageous basis and to secure an overall balance of rights and obligations.

Article 10.6. General Exceptions

1. For the purposes of Chapter III (Investment) and Chapter V (Electronic Commerce), Article XX of the GATT 1994, including its interpretative notes, is incorporated into and made part of this Agreement, mutatis mutandis.

2. For the purposes of Chapter II (Trade in Services), Chapter III (Investment), Chapter IV (Movement of Natural Persons) and Chapter V (Electronic Commerce), Article XIV of GATS, including its footnotes, is incorporated into and made part of this Agreement, mutatis mutandis.

Article 10.7. Termination

1. This Agreement is concluded for an indefinite period.

2. Either Party may terminate this Agreement by sending a written notification to the other Party of its intention to terminate the Agreement through diplomatic channels.

3. In such case, the Agreement shall be terminated in six months after the date of notification under paragraph 2 of this Article.

4. Within 30 days of a notification under paragraph 2 of this Article, either Party may request consultations regarding whether the termination of any provision of this Agreement should take effect on a later date than provided under paragraph 3 of this Article. Such consultations shall commence within 30 days of a Party's delivery of such request. If no consensus is reached through consultations, the said provision will be terminated under paragraph 3 of this Article.

Article 10.8. Authentic Texts

This Agreement is done in Minsk on 22 August 2024 in duplicate in the Russian, Chinese and English languages, all texts being equally authentic. In case of divergence of interpretation of this Agreement the English text shall prevail.

For the Government of the Republic of Belarus

For the Government of the People's Republic of China

ANNEX II. SCHEDULE OF RESERVATIONS AND NON-CONFORMING MEASURES FOR INVESTMENT. The People's Republic of China

LIST A. RESERVATIONS FOR EXISTING MEASURES SCHEDULE OF CHINA

Explanatory Notes

1. List A sets out, pursuant to Article 3.14 (Non-Conforming Measures), the reservations of China with respect to existing measures that do not conform with some or all of the obligations imposed by:

(a) Article 3.3 (National Treatment);

(b) Article 3.4 (Most-Favoured-Nation Treatment);

(c) Article 3.9 (Performance Requirements); or

(d) Article 3.10 (Senior Management and Boards of Directors).

2. Each Entry in List A sets out the following elements:

(a) Sector refers to the sector for which the Entry is made;

(b) Obligations Concerned specifies the obligation referred to in paragraph 1 for which a reservation is taken;

(c) Level of Government indicates the level of government maintaining the scheduled measure or measures;

(d) Measures (1) identifies the laws, regulations, or other measures for which the Entry is made. A measure cited in the Measures element:

(1) For greater certainty, in the case of China, a change in the level of government at which a measure is administered or enforced does not, by itself, decrease the conformity of the measure with the obligations referred to in paragraph 1 of Article 3.14 (Non-Conforming Measures).

(ij) means the measure as amended, continued or renewed as of the date of entry into force of this Agreement; and

(ii) includes any subordinate measure adopted or maintained under the authority of and consistent with the measure; and

(e) Description sets out the non-conforming aspects of the measure for which the Entry is made.

3. In accordance with subparagraph (a) of paragraph 1 of Article 3.14 (Non- Conforming Measures), and subject to subparagraph (c) of paragraph 1 of Article 3.14 (Non-Conforming Measures), the articles of this Agreement specified in the Obligations Concerned element of an Entry do not apply to the non-conforming aspects of the law, regulation, or other measure, as applicable, identified in the Measures element of that Entry, as set out in the Description element.

4. In the interpretation of an Entry, all elements of the Entry shall be considered. The Measures element shall prevail over all other elements, unless otherwise explicitly indicated in the Entry, or where a discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element prevails, in which case the other elements shall prevail to the extent of that discrepancy.

5. Where there is an overlap between the contents of this List and List B, notwithstanding the obligations China assumes pursuant to paragraph 1 of Article 3.14 (Non-Conforming Measures) and this List, China remains entitled to adopt or maintain relevant measures in accordance with paragraph 2 of Article 3.14 (Non-Conforming Measures) and List B.

6. For the purposes of List A:

(a) "foreign investor" means any investor of the other Party or a non-Party;

(b) "foreign investor may not invest" means a foreign investor may not directly or indirectly invest, including by holding any shares, stock or other forms of rights or interest, directly or indirectly, in the territory of China;

(c) "Chinese control" means the circumstances where the total proportion of investment held by foreign investors, whether directly and indirectly, is not greater than 49%;

(d) "proportion of investment" means the aggregate proportion of investment or equity ratio held by an investor and its affiliates in a single enterprise, directly or indirectly;

(e) Where a party has control or common control over the other party or significantly affects the other party, or two or more parties are controlled by or under the common control of or are significantly affected by another party, they shall constitute the "affiliates" to each other.

(f) for greater certainty, a foreign investor and its affiliates are considered to be one single foreign investor; foreign investors shall not circumvent any requirements for foreign investors as set out in an Entry.

7. List A only applies to non-services investments by foreign investors, does not apply to any investments by foreign investors in services. Any aspects of such an entry which relate to investment in service are subject to the Chapter II (Trade in Service) only.

Entry 1 - Seed Industry

Sector: Seed Industry

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government: Central, Provincial, Local

Measures:

Seed Law (2021), Articles 8, 11 and 61;

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description:

1. Foreign investors may not invest in the research and development, cultivation or planting of the precious and quality varieties which are rare and special in China, and the production of the relevant reproductive materials thereof (including the good genes in the plantation, animal husbandry and fishing industry).

2. Chinese control is required for investments by foreign investors in the selection and breeding of new varieties of wheat and corn and seed production of wheat and corn.

3. Foreign investors may not invest in the selection and breeding of transgenic varieties of crops, livestock and poultry raised for breeding purpose, and seeds and sprouts of aquatic animals or plants, and in the production of their transgenic seeds (sprouts).

Entry 2 - Fishery

Sector:Fishery

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures:

Fisheries Law (2013);

Law on the Exclusive Economic Zone and the Continental Shelf (1998), Article 5,

Law on the Territorial Sea and the Contiguous Zone (1992), Article 11

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description:

Foreign investors may not invest in the fishing of aquatic animals or plants in the sea and inland waters under the jurisdiction of China.

Entry 3 - Exploration and Exploitation of Exclusive Economic Zone and Continental Shelf

Sector:Exploration and Exploitation of Exclusive Economic Zone and Continental Shelf

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government: Central

Measures:

Law on the Exclusive Economic Zone and the Continental Shelf (1998), Article 7.

Description:

Any international organisation, foreign entity or individual must obtain approval from the Chinese government for carrying out activities of exploring and exploiting natural resources in the exclusive economic zone of China or on the Chinese continental shelf, or drilling on the Chinese continental shelf for any purpose.

Entry 4 - Exploration, Exploitation and Smelting of Minerals

Sector:Exploration, Exploitation and Smelting of Minerals

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures:

Notice of the State Council on Classifying Tungsten, Tin, Antimony and Ion-Type Rare Earth Minerals as Specific Minerals Under Protective Mining by the State (1991), Article 2;

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description:

1. Foreign investors may not invest in the exploration, exploitation or ore dressing of rare earth.

2. Foreign investors may not invest in the exploration, exploitation or ore dressing of tungsten.

3. Foreign investors may not enter the mining area of rare earth mines or obtain mine geological data, ore samples or production processes and technology without approval.

Entry 5 - Printing of Publications

Sector:Printing of Publications

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures:

Regulation on the Administration of Printing Industry (2020), Article 14;

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description:

Chinese control is required for investments by foreign investors in the printing of publications.

Entry 6 - Atomic Energy

Sector: Atomic Energy

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures:

Regulation of the People's Republic of China on the Control over Nuclear Exports (2006), Articles 2 and 6;

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description:

1. Chinese control is required for investment by foreign investors in the building or operation of nuclear power stations.

2. Foreign investors may not invest in the exploration, mining, ore dressing, purification, transformation or isotope separation of radioactive mineral resources, or engage in nuclear export businesses for materials and items listed in the Nuclear Export Control List.

Entry 7 - Government-granted Monopoly

Sector: Governnent-granted Monopoly

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures: Law on Tobacco Monopoly (2015), Articles 1 through 3;

Relevant item of the Special Administrative Measures for the Access of Foreign Investment (Negative List) which is effective on the date of entry into force of this Agreement.

Description: Foreign investors may not invest in the manufacture, wholesale, retail, import or export of leaf tobacco, cigarettes, re-dried leaf tobacco, cigars, cut tobacco and other tobacco products (1).

(1) For the purposes of this entry, "other tobacco products" refers to products entirely or partly made of the leaf tobacco as raw material, which are manufactured to be used for smoking, sucking, chewing or snuffing, and other new tobacco products including electronic cigarettes.

Entry 8 - All Sectors

Sector: All Sectors

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government: Central

Measures:

Regulation of the People's Republic of China on the Administration of Foreign Exchange (2008), Articles 16 and 23; Notice of the State Administration of Foreign Exchange on Reforming and Regulating Policies on the Administration of Foreign Exchange Settlement of Capital Accounts (2016).

Description:

A foreign investor making an investment within the territory of China shall complete a foreign exchange registration in accordance with the relevant provisions, and shall comply with foreign exchange provisions, including provisions on account opening, funds transfer and settlement, receipt and payment and cross-border securities investment quota, etc.

Entry 9 - All Sectors

Sector: All Sectors

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government: Central

Measures:

Law of the People's Republic of China on Sole Proprietorship Enterprises (1999), Article 47;

Law of the People's Republic of China on Specialised Cooperatives of Farmers (2017), Articles 2, 3, 4 and 19; Regulation on Promoting the Development of Individual Business Entities (2022), Article 2;

Special Administrative Measures for Market Access of Foreign Investment (Negative List) (2021 Edition), Paragraph 4 of the Notes.

Description:

1. Foreign investors may not carry out business operations in China in the forms of Individual Business Entities or Sole Proprietorship enterprises, or as members of specialised cooperatives of farmers.

2. Foreign-funded partnership enterprises may not be established in industries, areas or businesses which are subject to the requirement of "foreign investors may not invest", "Chinese control", ârelative Chinese control", or "may invest only in the form of a joint venture", or in industries, areas or businesses which are subject to certain proportion of foreign investment requirements, as included in the Schedule of China in List A and List B.

Entry 10 - All Sectors

Sector: All Sectors

Obligations Concerned: Article 3.3 (National Treatment)

Level of Government:Central

Measures:

Regulation for the Implementation of Foreign Investment Law (2019), Article 34.

Description:

The relevant authorities in the course of performing their duties according to law, shall not grant the licence, enterprise registration, or any other relevant matters if a foreign investor proposes to invest in sectors covered by the Negative List but not in compliance with the requirements listed in the Negative List; nor the project approval for an investment in fixed assets should be issued (1).

(1) For the purposes of this entry, "Negative List" refers to the Special Administrative Measures for the Access of Foreign Investment (Negative List) published by the Chinese government which is effective on the date of entry into force of this Agreement and its subsequent renewals.

List B. RESERVATIONS FOR FUTURE MEASURES. SCHEDULE OF CHINA

Explanatory Notes

1. List B sets out, pursuant to Article 3.14 (Non-Conforming Measures), the specific sectors, subsectors, or activities for which China may maintain existing, or adopt new or more restrictive, measures that do not conform with some or all of the obligations imposed by:

(a) Article 3.3 (National Treatment);

(b) Article 3.4 (Most-Favoured-Nation Treatment);

(c) Article 3.9 (Performance Requirements); or

(d) Article 3.10 (Senior Management and Boards of Directors). 2. Each Entry in List B sets out the following elements:

(a) Sector refers to the sector for which the Entry is made;

(b) Obligations Concerned specifies the obligation referred to in paragraph 1 for which a reservation is taken;

(c) Description sets out the scope of the sectors, sub-sectors or activities covered by the Entry.

3. In accordance with paragraph 2 of Article 3.14(Non-Conforming Measures), the articles of this Agreement specified in the

Obligations Concerned element of an Entry do not apply to the sectors, sub-sectors or activities identified in the Description element of that Entry.

4. For the purposes of List B, "foreign investor" means any investor of the other Party or a non-Party. 5. List B only applies to non-services investments by foreign investors, does not apply to any investments by foreign investors in services. Any aspects of such an entry which relate to investment in service are subject to the Chapter II (Trade in Service) only.

Entry 1 – Atomic Energy

Sector: Atomic Energy

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Boards of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to the storage, transportation and reprocessing of spent fuels, decommissioning of nuclear facilities and disposal of radioactive wastes, as well as nuclear import.

Entry 2 – Ethnic Minorities

Sector: Ethnic Minorities (1)

(1) For the purposes of this entry, "ethnic minorities" refer to the 55 non-Han minorities that have a lower population than the Han nationality among the 56 ethnic nationalities identified and recognised by the central government of China.

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-National Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Boards of Directors)

Description: China reserves the right to adopt or maintain any measure that grants rights or preferences to areas inhabited by people of ethnic minorities with a view to balancing economic development and maintaining social justice.

Entry 3 – Chinese Traditional Medicine

Sector: Chinese Traditional Medicine

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Boards of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to the application of processing techniques of Chinese medicinal decoction pieces including steaming, plain stir-baking,stir-baking with adjuvant, calcining and the manufacture of confidential prescription products of Chinese patent medicine.

Entry 4 – Protection of Cultural Heritage

Sector: Protection of Cultural Heritage

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Board of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to the protection, repair and restoration of cultural relics and intangible cultural heritage, including the investigation, exploration, excavation, transfer, offering as collateral, pledging, lease, exploitation and utilization of such cultural relics and intangible cultural heritage.

Entry 5 – Protection of Biological Resources

Sector: Protection of Biological Resources

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.9 (Performance Requirements)

Description: China reserves the right to require approval of the research and development activities conducted by the foreign investment enterprises utilising the biological resources (1) (including human, animals, plants, and microorganism resources) which are originated from and protected by China. China may also require the aforesaid enterprises to conduct such activities in the form of cooperation with Chinese organisations and to share the benefits generated from the research and development, as well as the following application and commercialisation.

Existing Measures

- Wild Animals Protection Law (Amended in 2022), Articles 21, 22, 25, 26, 28, 29, 30, 31, 33, 34, 37, 38, 39, 40, 42, 43, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58 and 60;

- Animal Husbandry Law (Amended in 2022), Articles 12, 13, 15, 16, 17, 79 and 80;

- Grassland Law (Amended in 2013), Articles 44 and 49;

- Seed Law (Amended in 2021), Articles 8, 9, 10, 11, 80 and 81;

- Fisheries Law (2013), Articles 8 and 46;

- Regulation on Wild Plants Protection (Amended in 2017), Articles 9,16, 18, 20, 21 and 27;

- Regulation on the Administration of Human Genetic Resources (2019), Articles 7, 21, 22 and 24;

- Biosecurity Law (2021), Articles 58 and 59;

- Regulation on the Administration of the Import and Export of Endangered Wild Fauna and Flora (2019 Revision), Articles 6 and 7.

(1) For the purposes of this entry, the “biological resources” refers to the genetic resources, organisms or parts thereof, biological communities, or any other biotic component of ecosystems with practical or potential use or value for humanity.

Entry 6– Radio and Television

Sector: Radio and Television

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Board of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to the manufacture of ground reception facilities for satellite television and broadcast and key components thereof, and the installation services for ground receiving facilities of satellite television broadcasts.

Entry 7 – Non-Government Organisations

Sector: All sectors

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Board of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to non-government organisations (including but not limited to social service institutions, associations, foundations, foreign non-government organisations and other civil social organisations and groups and their representative institutions).

Entry 8 – Land

Sector: Land

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Boards of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to land.

Entry 9 – All Sectors

Sector: All Sectors

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Board of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to the evaluation, transfer and disposition of state-owned assets. For the purpose of this Entry, state-owned assets refer to the rights and interests by virtue of all forms of investments directly or indirectly made by the State in an enterprise. For greater certainty, this Entry does not apply to the evaluation, transfer and disposition of assets which are no longer state-owned assets after being transacted.

Entry 10 – All Sectors

Sector: All Sectors

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Board of Directors)

Description: China reserves the right to adopt or maintain any measure with respect to any special arrangement or favourable treatment for any investor from Hong Kong Special Administration Region, Macao Special Administration Region and Chinese Taipei as well as for any investment by such investors.

Entry 11 – Government-granted Monopoly

Sector: Government-granted Monopoly

Obligations Concerned: Article 3.3 (National Treatment)

Description: China reserves the right to adopt or maintain any measure with respect to the purchase, sale, storage and rotation etc. of China's central grain (oil) reserves that are subject to government- authorised operation.

Entry 12 – All Sectors

Sector: All Sectors

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4 (Most-Favoured-Nation Treatment)

Description: China reserves the right to adopt or maintain any measure with regard to opening A share securities accounts and opening futures accounts by foreign investors.

Entry 13 – All Sectors

Sector: All Sectors

Obligations Concerned:

Article 3.3 (National Treatment)

Article 3.4(Most-Favoured-Nation Treatment)

Article 3.9 (Performance Requirements)

Article 3.10 (Senior Management and Boards of Directors)

Description:

1. China reserves the right to adopt or maintain any measure with respect to a new industry.

2. A new industry refers to an economic activity that does not exist as of the date of entry into force of this Agreement and that cannot be classified in ISIC Rev.4 (1).

3. China shall notify BELARUS prior to adopting a measure with respect to a new industry that is inconsistent with the above-mentioned obligations. At the request of either Party, the Parties shall enter into negotiations with regard to the liberalisation commitments for a new industry.

(1) ISIC Rev. 4 refers to the fourth version of International Standard Industrial Classification of all Economic Activities published by the Statistical Office of the United Nations in 2008

ANNEX IIII. SCHEDULE OF SPECIFIC COMMITMENTS ON TEMPORARY MOVEMENT OF NATURAL PERSONS. THE REPUBLIC OF BELARUS

1. The following Schedule sets out The Republic of Belarus' specific commitments in accordance with Chapter IV (Temporary Movement of Natural Persons) in respect of the temporary entry of natural persons.

2. The Republic of Belarus grants temporary entry to the extent provided for in this Schedule for the following categories of natural persons, provided that such natural persons are otherwise qualified under requirements to carry out a profession or activity and under all applicable immigration measures of the Republic of Belarus, so long as such requirements and

immigration measures do not nullify or impair the Republic of Belarusâ obligations under Chapter IV (Temporary Movement of Natural Persons).

3. This Schedule reflects horizontal commitments for the categories of persons indicated herein, engaged in services and non-services sectors subject to this Agreement.

4. Sector-specific conditions and limitations for services sectors are indicated in the Schedule of specific commitments under Chapter II (Trade in Services).

Description of Category	**Conditions and Limitations (including length of stay)**
A. Intra-Corporate transferees (ICT)	
Definition: This category is limited to chief executives, senior managers and specialists of foreign juridical person other than non-profit organization, established in the territory of the Peopleâs Republic of China if such persons have been employed by the juridical person for the period of at least one year immediately preceding temporal transfer to the Republic of Belarus provided that upon transferring the said categories of ICT meet the requirements given below: (i) Chief executives are natural persons working within a legal person. This category includes natural persons who primarily direct the management of the organization, exercise wide latitude in decision- making and receive only supervision or direction from higher-level executives, the board of directors or stockholders. Chief executives do not directly perform tasks related to the provision of the services of the organization;(ii) Senior managers are natural persons working within a legal person. This category includes natural persons who primarily direct the management of the organization or department or sub-division of the organization, supervise and control the work of other supervisory, managerial or professional staff. Senior managers do not directly perform tasks related to the provision of the services of the organization;(iii) Specialists are natural persons working within a legal person. This category includes natural persons who possess knowledge at an advanced level of expertise or uncommon knowledge essential to the establishment or the provision of the service, possess proprietary knowledge of the organization's products, services, research equipment, techniques or management. In assessing such knowledge account will be taken not only of the knowledge specific to the establishment, but also of whether the specialist has a high qualification referring to a type of work or trade requiring specific technical knowledge.	Work permits for indicated categories of ICTs, who meet the above requirements, are issued for a period of two years, with a possibility of extension to a given foreigner working within the specified organization for a period of two years, with a total term not to exceed eight years. Issue of work permits for the Specialists permits requires a labour market test based on the employment situation in the subsector of the local geographic area and availability of qualified nationals. The procedures for labour market test for the specialists include publication of vacancy announcement and searching for appropriate local candidates in the state vacancy database of the competent authority. These procedures shall take no longer than one month. Permission for intra-corporate transferee shall be granted after these procedures have been completed, unless a qualified local candidate who meets the requirements of the vacancy has been identified. However, for ICTs, that are High Tech Park residents, labour market test is not applied. The number of foreign employees (including chief executives) of the representative office or branch of the legal person of the People's Republic of China on the territory of the Republic of Belarus shall not exceed 5 people.
B. Business visitors (BVs).	
Definition: This category includes employees of legal person other than non-profit organization, established in the territory of the People's Republic of China and not having commercial presence in the Republic of Belarus, who enter and temporarily stay in the Republic of Belarus with the purpose to negotiate delivery of services or setting up of commercial	The period of temporary stay of BVs shall not exceed 90 days.

presence. BVs should not be engaged in supplying the service themselves or making direct sales to the general public within the Republic of Belarus. BVs shallnot receive any remuneration from a source located within the territory of the Republic of Belarus.	
C. Contractual Service Supplier (CSS)	
Definition: This category includes employees of legal person other than non-profit organization, established in the territory of the People's Republic of China and not having commercial presence in the Republic of Belarus, who enter and temporarily stay in the Republic of Belarus with the purpose to fulfil the contract concluded by the legal person with a legal person of the Republic of Belarus. They have no right to perform services which are not related to the service activity which is the subject of the contract nor receive any remuneration from a source located within the Republic of Belarus.	The period of temporary stay of CSS shall not exceed 90 days.
D. Investors	
Definition: A natural person of China, or a duly authorised representative of that person, seeking temporary entry into the Republic of Belarus to establish, expand, monitor, or dispose of a commercial presence	Temporary entry and temporary stay for a period of up to 90 days, and can be extended in accordance with the legislation of the Republic of Belarus, depending on the volume of investments
E. Accompanying Spouses and Dependants	
Accompanying spouses and dependants of entrants (managers and executives) of China as defined in A(i) and A(ii)	Temporary entry and temporary stay shall not exceed 12 months. The working rights of the qualified accompanying spouses in the Republic of Belarus are subject to relevant laws, regulations, and rules of the Republic of Belarus.