AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF THE CONGO ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Russian Federation and the Government of the Republic of the Congo (hereinafter referred to as "the Contracting Parties"),

intending to create favorable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party,

recognizing that the reciprocal promotion and protection of such investments will be conducive to stimulating business initiative of the investors and will increase prosperity in both States,

desiring to intensify the cooperation of both States on the basis of equality and mutual benefits,

have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. The term "investment" means every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the latter Contracting Party's laws and regulations which has such characteristics as, inter alia, the commitment of capital or other resources, the expectation of profit, and assumption of risk, in particular though not exclusively:

(a) movable and immovable property as well as any property rights;

(b) shares, stocks and any other kind of participation in the capital of a juridical person;

(c) claims to money or to any other performance having an economic value associated with an investment;

(d) intellectual property rights, in particular, copyrights, patents, models, trade-marks, industrial designs, layout-designs of integrated circuits, trade-names, appellation of origin or geographical indications, technology, and "know-how";

(e) rights conferred by law or under contract to conduct business activity related in particular to exploration, development, extraction and exploitation of natural resources;

(f) bonds, debentures, loans and other forms of debt instruments:

(g) goodwill.

The term "investment" does not include:

(a) claims to money that arise solely from commercial contracts for the sale or lease of goods or services:

(b) a loan to a Contracting Party;

(c) debt securities issued by a central, regional or local government of a Contracting Party;

(d) claims to money that arise solely from the extension of credit in connection with a commercial transaction, such as trade financing;

(e) an order or judgment in any judicial, administrative or arbitral proceeding.

Any change in the form in which assets are invested does not affect their qualification as investments if such change does not contradict the laws and regulations of the Contracting Party in which territory the investment was made.

2. The term "investor of a Contracting Party" means a natural person or a juridical person of that Contracting Party which is making, or has made an investment in the territory of the other Contracting Party, and which has the right, in accordance with the laws and regulations of that Contracting Party, to make investments in the territory of the other Contracting Party.

The term "investor of a Contracting Party" does not include:

(a) any natural person who is a citizen of a Contracting Party in the territory of which the investment is or was made;

(b) any natural person who was a citizen of a Contracting Party in the territory of which the investment was made on the date when such investment was made;

(c) any juridical person of a Contracting Party which is owned or controlled, directly or indirectly, by a person of the other Contracting Party:

(d) any juridical person of a Contracting Party, if such juridical person is not engaged in substantive business operations in the territory of that Contracting Party, including those owned or controlled, directly or indirectly, by a person of a third state.

3. The term "juridical person of a Contracting Party" means a juridical person duly established or constituted under the laws and regulations of that Contracting Party.

4. The term "natural person of a Contracting Party" means a natural person who is a citizen of that Contracting Party in accordance with its laws and regulations.

5. The term "returns" means the amounts yielded from investment, in particular though not exclusively including profits, dividends, interests, capital gains, royalties and other fees related to investments.

6. The term "territory of the Contracting Party" means the territory of the Russian Federation or the territory of the Republic of the Congo, including land territory, its subsoil, internal waters and territorial sea and airspace above them, as well as exclusive economic zone and continental shelf over which the respective State exercises sovereign rights and jurisdiction in accordance with the United Nations Convention on the Law of the Sea (1982).

7. The term "laws and regulations of the Contracting Party" means the laws and other regulations of the Russian Federation or the laws and other regulations of the Republic of the Congo, respectively.

8. The term "freely usable currency" means a freely usable currency as determined under the Articles of Agreement of the International Monetary Fund.

9. The term "measure by a Contracting Party" means a measure, whether in the form of a law, regulation, rule, procedure, decision, administrative action, requirement, practice or any other form, adopted or maintained by:

(a) central, regional or local governments and authorities of that Contracting Party; and

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

10. The term "WTO" means the World Trade Organization;

11. The term "WTO Agreement" means the Marrakesh Agreement Establishing the World Trade Organization, done on 15 April, 1994.

12. The term "claimant" means an investor of a Contracting Party that is a party to a dispute with the other Contracting Party.

13. The term "respondent" means the Contracting Party that is a party to a dispute with an investor of the other Contracting Party.

14. The term "disputing parties" means the claimant and the respondent or either the claimant or the respondent.

15. The term "UNCITRAL Arbitration Rules" means the Arbitration Rules of the United Nations Commission on International Trade Law, as adopted by the United Nations General Assembly on 15 December 1976, as revised in 2010 (the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration shall not be applicable unless the disputing parties otherwise agree).

16. The term "GATS" means the General Agreement on Trade in Services, in Annex 1B to the WTO Agreement.

17. The term "economic integration agreement" means an international agreement complying with the requirements of Articles V and/or Vhis of GATS.

Article 2. Scope of Application

1. This Agreement shall apply to all investments made by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the latter Contracting Partyâs laws and regulations beginning from | January 1992 which exist in the territory of the latter Contracting Party as of the date of entry into force of this Agreement and to all investments made by investors of one Contracting Party in the territory of the other Contracting Party after entry into force of this Agreement.

2. This Agreement shall not apply to:

(a) subsidies, grants or other forms of State or municipal support provided by a Contracting Party;

(b) measures governing the procurement by governmental agencies of goods or services, or any combination thereof, purchased for governmental purposes and not with a view to commercial sale or resale or with a view to use in the production or supply of goods or in the supply of services for commercial sale or resale;

(c) any act or fact that took place or any situation or dispute that arose or ceased to exist before entry into force of this Agreement;

(d) services and other types of activities supplied or performed neither on a commercial basis nor in competition with one or more services suppliers or persons engaged in the same type of activities.

Article 3. Admission of Investments

Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investment within its territory, and shall admit such investment in accordance with its laws and regulations.

Article 4. Treatment of Investments

1. Each Contracting Party in accordance with its laws and regulations shall provide full protection and security within its territory to investments of investors of the other Contracting Party.

2. In respect of management, maintenance, enjoyment, use or disposal of the investment each Contracting Party shall provide in its territory to the investment made by investors of the other Contracting Party the treatment granted by a Contracting Party to the investment of its own investors.

3. In respect of management, maintenance, enjoyment, use or disposal of the investment each Contracting Party shall provide in its territory to the investment made by investors of the other Contracting Party the treatment granted by a Contracting Party to the investment of the investors of a third state.

4. Each Contracting Party reserves the right to apply and introduce in accordance with its laws and regulations exceptions from the treatment referred to in paragraph 2 of this Article in respect of investors and their investments.

5, The provisions of paragraph 3 of this Article shall not be construed to oblige one Contracting Party to extend any advantage, benefit, preference or privilege that is being provided or will be provided in the future by such Contracting Party by virtue of:

(a) any existing or future economic integration agreement to which such Contracting Party is or will become a party; or

(b) its agreements meant to avoid double taxation, or any other arrangement on taxation issues,

6. Without prejudice to the provisions of Articles 5, 6 and 15 of this Agreement, neither Contracting Party is committed by this Agreement to accord a treatment more favourable than the treatment granted by that Contracting Party in accordance with its obligations under the WTO Agreement, including the obligations under the GATS, and also in accordance with any multilateral arrangements concerning the treatment of investments to which both Contracting Parties are parties.

Article 5. Expropriation

1. Investments of the investor of one Contracting Party made in the territory of the other Contracting Party shall not be subject, directly or indirectly, to expropriation, nationalization or other measures having similar effect that hinder use, ownership or disposal by such investor of its investment (hereinafter referred to as expropriation) in the territory of the other Contracting Party, unless such measures are taken:

(a) in the public interests;

(b) in full compliance with the procedure established by the laws and regulations of the latter Contracting Party;

(c) in a non-discriminatory manner; and

(d) on payment of prompt, adequate and effective compensation in accordance with paragraph 5 of this Article.

2. The determination of whether a measure (set of measures) of a Contracting Party constitutes expropriation requires a case-by-case, fact-based assessment of:

(a) the impact of a measure (set of measures) on the economic value of the investment of an investor of the other Contracting Party, although the sole fact that a measure (set of measures) of a Contracting Party has an adverse effect on the economic value of such investment does not establish that an expropriation has occurred;

(b) the nature of such measure (set of measures), including duration of such measure (set of measures).

3. The breach of other provisions of this Agreement does not in itself establish a breach of this Article or that an expropriation has occurred.

4. The following measures do not constitute expropriation:

(a) interim measures imposed by law-enforcement or judicial authorities of a Contracting Party;

(b) measures of a Contracting Party related to imposition and collection of taxes and other charges, unless such taxes and other charges are arbitrary and applied on a differential rate depending on the nationality of an investor or origin of capital without prejudice to the international agreements and arrangements on taxation, which such Contracting Party is party to;

(c) temporary requisition of investments by a Contracting Party if such measures are applied during natural disasters, accidents, epidemics, epizootic or other similar emergencies, and the property subjected to requisition was returned to the investor of the other Contracting Party without undue delay after the emergency ceased to exist, with compensation of damages caused to such property in accordance with its market value;

(d) customs regulation consistent with a Contracting Party's commitments under the WTO Agreement;

(e) the issuance of compulsory licenses granted in relation to intellectual property rights, or the revocation, limitation or creation of intellectual property rights to the extent that such issuance, revocation, limitation or creation is consistent with the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).

5. The compensation mentioned in paragraph 1 of this Article shall be paid without undue delay, be effectively realisable and be freely convertible. Such compensation shall amount to the market value of the expropriated investment immediately before the date of expropriation or immediately before the date on which the impending expropriation becomes publicly known, whichever is earlier. Such compensation shall include interest at a market-defined commercial rate, but no lower than the Secured Overnight Financing Rate (SOFR) for 6 months US dollar credits from the date of expropriation until the date of payment.

Article 6. Compensation for Losses

Each Contracting Party shall accord to the investment of the investors of the other Contracting Party with respect to measures it adopts or maintains relating to losses suffered in its territory as a result of armed conflict, revolution, insurrection, riot, civil strife, civil disturbance or any other like circumstances treatment no less favourable than the treatment it accords to investment of its own investors or to investment of investors of any third state.

Article 7. Transfer of Payments

1. Each Contracting Party shall guarantee and ensure that all transfers relating to investment of an investor of the other Contracting Party may be freely made into and out of its territory. Such transfers shall include, in particular, though not exclusively:

(a) returns, as well as proceeds obtained from the total or partial sale or liquidation of investments;

(b) contribution to capital, including the initial contribution;

(c) payments on loans and credits;

(d) earnings and other remuneration received by investors and natural persons of the latter Contracting Party who have permission to work in connection with investment in the territory of the former Contracting Party;

(e) payments arising out of the settlement of a dispute under Article 15 of this Agreement;

(f) payments made in accordance with provisions of Articles 5 and 6 of this Agreement.

2. Such transfers shall be made without undue delay in the national currency of a Contracting Party or in a freely usable currency at the choice of the investor at the rate of exchange applicable on the date of the transfer in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made.

Article 8. Restrictions on Transfer of Payments

1. Notwithstanding the provisions of Article 7 of this Agreement each Contracting Party may adopt and maintain restrictions in respect of investment, including in respect of payments or transfers for transactions related to such investments referred to in Article 7 of this Agreement, in the event of serious balance-of-payments and external financial difficulties or threat thereof subject to the condition that such restrictions:

(a) shall be applied on a most-favoured-nation basis;

(b) shall be consistent with the Articles of Agreement of the International Monetary Fund;

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

(d) shall not exceed those necessary to deal with circumstances described in this paragraph;

(e) shall be temporary and be phased out progressively as the situation specified in this paragraph improves.

2. The Contracting Party introducing a restriction under paragraph 1 of this Article shall promptly notify the other Contracting Party of such measure.

3. In determining the incidence of such restrictions, the Contracting Party applying the restrictions may give priority to the sectors of its economy which are more essential to its economic or development programmes. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular sector.

4. Nothing in this Agreement shall affect the rights and obligations of a Contracting Party which is a member of the International Monetary Fund under the Articles of Agreement of the International Monetary Fund, including the use of exchange actions which are in conformity with the Articles of Agreement of the International Monetary Fund, provided that such Contracting Party shall not impose restrictions inconsistently with this Agreement, except under paragraphs 1 to 3 of this Article or at the request of the International Monetary Fund.

5. Notwithstanding the provisions of Article 7 of this Agreement, a Contracting Party may delay or prevent a transfer through the non-discriminatory application of its laws and regulations relating to:

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

(b) criminal or penal offenses;

(c) ensuring compliance with orders or judgments in adjudicatory proceedings;

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

(e) social security, public retirement or compulsory savings schemes;

(f) taxation.

Article 9. Subrogation

1. If a Contracting Party or its designated agency makes a payment to any investor of that Contracting Party under a

guarantee or a contract of insurance or other form of indemnity against non-commercial risk it has granted in respect of an investment, the other Contracting Party shall recognize the transfer of rights or claims of the investor in respect of such an investment.

2. The rights or claims transferred in accordance with the provisions of this Article shall not be greater than the original rights or claims of the investor. Such rights shall be exercised and such claims shall be enforced in accordance with the laws and regulations of the Contracting Party in the territory of which the investment was made.

Article 10. Publication

1. Each Contracting Party shall ensure that its measures of general application affecting any matter covered by this Agreement are promptly and, except in emergency situations at the latest by the time of their entry into force, published in such a manner as to enable the other Contracting Party and its interested persons to become acquainted with them. Where publication is not practicable, such information shall be made otherwise publicly available.

2. Each Contracting Party shall publish in advance any such measures of general application referred to in paragraph 1 of this Article that it proposes to adopt in order to provide a reasonable period of time, normally not less than 30 days, for the other Contracting Party and its interested persons to comment to its competent authorities on its proposed measures of general application before such measure is finalized. Any received comments during the period for commenting provided shall be taken into account by relevant competent authorities of the former Contracting Party.

Article 11. Notification and Provision of Information

1. Each Contracting Party shall notify the other Contracting Party of any measure which the former Contracting Party considers may materially affect the operation of this Agreement or otherwise substantially affect the latter Contracting Party's interests under this Agreement.

2. A Contracting Party shall promptly provide information and respond to questions of the other Contracting Party pertaining to any measure covered by this Agreement.

3. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.

4. Any notification, request or information under this Article shall be provided to the other Contracting Party through the relevant contact points.

5. When the information pertaining to any measure referred to in paragraph 1 of this Article covered by this Agreement has been made available by notification to the WTO in accordance with its relevant rules and procedures or when the aforementioned information has been made available on the official, publicly accessible and fee free websites of the Contracting Parties, the information exchange shall be considered to have taken place.

Article 12. Administrative Proceedings

With a view to administering in a uniform, impartial and reasonable manner all measures of general application affecting any matter covered by this Agreement, each Contracting Party in its administrative proceedings applying such measures in specific cases shall:

(a) endeavour to provide persons of the other Contracting Party that are directly affected by a proceeding with reasonable notice, in accordance with its procedures, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated and a general description of any issue in controversy;

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

(c) ensure that the procedures are in accordance with its laws and regulations.

Article 13. Disclosure of Information

Nothing in this Agreement shall be construed to require a Contracting Party to furnish or allow access to 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 14. Settlement of Disputes between Contracting Parties

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall, first and foremost, be settled with consultations. A Contracting Party shall submit a written request for consultations to the other Contracting Party.

2. If a dispute cannot thus be settled within 6 months, it shall, upon the written request of either Contracting Party, be submitted to an ad hoc arbitral tribunal.

3. Such arbitral tribunal is comprised of 3 arbitrators. Within 2 months of the receipt of the written request for arbitration, each Contracting Party shall appoint one arbitrator. Those 2 arbitrators shall, within further 2 months, together select a national of a third State agreed by both Contracting Parties as Chairman of the arbitral tribunal.

4. If the arbitral tribunal has not been constituted within 4 months from the receipt of the written request for arbitration, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments, If the President is a national of either Contracting Party or is otherwise prevented from discharging the said functions, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party or is not otherwise prevented from discharging the said functions shall be invited to make such necessary appointments.

5. The arbitral tribunal shall determine its own order of work. The arbitral tribunal shall render its award in accordance with the provisions of this Agreement and shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law.

6. The arbitral tribunal shall render award by a majority of votes. Such award shall be final. The arbitral tribunal shall, upon the request of either Contracting Party, explain the reasons of its award.

7. Each Contracting Party shall bear the costs of its appointed arbitrator and of its representation in arbitral proceedings. The relevant costs of the Chairman and tribunal shall be borne in equal parts by the Contracting Parties. The arbitral tribunal may, however, in its award direct that a higher portion of costs shall be borne by one of the Contracting Parties.

Article 15. Settlement of Disputes between One Contracting Party and an Investor of the other Contracting Party

1. In the event of a dispute between a Contracting Party and an investor of the other Contracting Party arising out of an alleged breach of an obligation of the former Contracting Party under this Agreement concerning an investment of such investor made in the territory of the former Contracting Party, the claimant shall send a written request for consultations to the respondent.

2 Delivery of the request for consultations and other documents under this Article to a Contracting Party shall be made to the competent authority of that Contracting Party. Each Contracting Party shall notify the other Contracting Party through diplomatic channels on such competent authority within 90 days from the date of entry into force of this Agreement and make this information publicly available. In the event of any change to a Contracting Partyâs competent authority or its contact information, that Contracting Party shall duly notify such changes to the other Contracting Party.

3. The request for consultations mentioned in paragraph 1 of this Article shall:

(a) specify the name and address of the claimant and, if any, of the investor's representatives;

(b) identify for each measure at issue the provision of this Agreement alleged to have been breached and any other relevant provisions;

(c) provide a brief summary of the legal and factual basis for the claim, including all the measures at issue sufficient to present the problem clearly; and

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

4. The request for consultations is not considered duly delivered if it does not contain the elements listed in paragraph 3 of this Article or if it is not served to the competent authority of a Contracting Party in accordance with paragraph 2 of this Article.

5. After the request for consultations is made pursuant to paragraph 1 of this Article, the disputing parties shall enter into consultations with a view to reaching a mutually satisfactory solution.

6. If a dispute cannot be settled by consultations pursuant to this Article and 180 days have elapsed since the date of the receipt of the request for consultations, the claimant may submit the dispute to one of the following institutions:

(a) the Dubai International Arbitration Centre (DIAC), located in the United Arab Emirates (Dubai), in accordance with DIAC Arbitration Rules 2022; or

(b) an ad hoe arbitration tribunal established and operated under the UNCITRAL Arbitration Rules. The arbitration proceedings shall be administered by the Dubai International Arbitration Centre located in the United Arab Emirates.

In both cases, the legal seat of arbitration shall be the United Arab Emirates (Dubai) and the language of arbitration shall be English.

7. In order to submit the dispute to arbitration in accordance with paragraph 6 of this Article the claimant shall submit a written request for arbitration to the competent authority of the respondent referred to in paragraph 2 of this Article.

8. The request for arbitration referred to in paragraph 7 of this Article shall indicate whether consultations between the disputing parties were held. Measures or situations and specific provisions of the Agreement that the Contracting Party has allegedly breached that were not provided for in the request for consultations cannot be submitted to arbitration. The request for arbitration shall not supplement or amend the claims set out in the request for consultations. During arbitration proceedings the claimant shall not supplement or amend its claims in such a manner that the supplements or amendments go beyond the jurisdiction of the arbitration institution to which the dispute is submitted under paragraph 6 of this Article.

9. Once the claimant has submitted the dispute to a competent court of the Contracting Party in the territory of which the investment is made or one of the institutions provided for in paragraph 6 of this Article, the choice shall be final.

10. No dispute may be submitted to arbitration under paragraph 6 of this Article unless:

(a) the claimant sent the request for consultations within 2 years of the time at which the claimant became aware, or should reasonably have become aware, of an alleged breach of an obligation under this Agreement; and

(b) the submission of the dispute to arbitration under this Article takes place within 3 years from the date on which the claimant sent the request for consultations under paragraph 1 of this Article.

11. Nothing in this Agreement, including paragraph 3 of Article 4 of this Agreement, shall be interpreted as providing the claimant with the right to use mechanisms, institutions or procedures other than those expressly set out in this Article for the settlement of disputes arising out of this Agreement, unless agreed otherwise by the disputing parties. To that extent no arbitration institutions other than those expressly provided for in this Article shall have jurisdiction over disputes under this Agreement.

12. Disputes between an investor of one Contracting Party and the other Contracting Party arising under other arrangements between such an investor and such a Contracting Party shall be settled according to the procedures provided for in such arrangements.

13. Nothing in this Agreement shall prevent the disputing parties trom settling such a dispute in out-of-court proceedings, including through conciliation, mediation and other similar procedures agreed upon between the disputing parties.

14. For arbitration proceedings conducted in accordance with UNCITRAL Arbitration Rules:

(a) 3 arbitrators shall be appointed to an ae hoc arbitral tribunal;

(b) the language of arbitration shall be English;

(c) the periods of time provided for in paragraphs 2 and 3 of Article 9 of UNCITRAL Arbitration Rules shall be 90 days;

(d) the period of time provided for in paragraph | of Article 20 of UNCITRAL Arbitration Rules within which the claimant shall communicate its statement of claim in writing to the respondent and to each of the arbitrators shall be determined by the arbitral tribunal in consultation with the disputing parties, but shall not be less than 90 days from the date of delivery of the request for arbitration, unless otherwise agreed by the disputing parties;

(e) the period of time in paragraph 1 of Article 21 of UNCITRAL Arbitration Rules within which the respondent shall communicate its statement of defense in writing to the claimant and to each of the arbitrators shall be determined by the arbitral tribunal in consultation with the disputing parties, but shall not be less than 90 days from the date of delivery of the

request for arbitration, unless otherwise agreed by the disputing parties;

(f) neither a disputing party nor arbitral tribunal and its members. shall disclose any information concerning the dispute, including the arbitration award, without written consent of both disputing parties, except, first and foremost, for and to the extent the disclosure is required by laws and regulations of the country in which a disputing party enforces, challenges an award and/or requests for any other legal action before a competent judicial or administrative authority;

(g) a plea that the arbitral tribunal does not have jurisdiction, appointment of an arbitrator by the respondent or participation of the respondent in the appointment of an arbitrator, submission by the respondent of its statement of defense shall in no case be considered as acceptance by the respondent of the jurisdiction of the arbitral tribunal;

(h) the arbitral tribunal shall deliver its decision on the objection as to jurisdiction of the arbitral tribunal (rule on the plea of lack of jurisdiction) as a preliminary question before considering the dispute on the merits.

15. In case a dispute has been submitted to a particular arbitration institution in accordance with paragraph 6 of this Article, the rules of procedure applied to such a dispute shall be modified accordingly as set out in paragraph 14 of this Article.

16. At any stage of a dispute raised in accordance with this Article (including the stage of consultations or arbitration proceedings) the respondent may submit to the other Contracting Party a written request for negotiations concerning the interpretation of a specific provision of this Agreement that is subject to the dispute with the claimant. A copy of the request for such negotiations shall be simultaneously sent by the respondent to the claimant and to the arbitration institution, if the dispute has been submitted for consideration of one of the arbitration institutions mentioned in paragraph 6 of this Article.

17. A dispute that is subject to consultations in accordance with paragraph 1 of this Article may not be submitted to arbitration from the date of the receipt of the request for negotiations under paragraph 16 of this Article. In case the dispute was submitted to arbitration under paragraph 6 of this Article before the date of the receipt of the request for negotiations under paragraph 16 of this Article, the arbitration proceedings shall be suspended from that date.

18. A dispute that is subject to consultations in accordance with paragraph 1 of this Article upon expiration of the 180-day period mentioned in paragraph 6 of this Article may be submitted to arbitration and the arbitration proceedings suspended in accordance with paragraph 17 of this Article, unless otherwise agreed by the Contracting Parties, may be continued:

(a) from the date the other Contracting Party submits to the disputing parties a notice of its intention not to engage in negotiations under paragraph 16 of this Article with the respondent;

(b) from the date either of the Contracting Parties submits to the other Contracting Party and to the claimant a notice of joint decision of the Contracting Parties declaring their interpretation of a provision of this Agreement,

(c) from the date either of the Contracting Parties submits to the other Contracting Party and to the claimant a notice that joint decision of the Contracting Parties declaring their interpretation of a provision of this Agreement cannot be reached, but not earlier than 60 days after the date the request for negotiations under paragraph 16 of this Article was submitted by the respondent to the other Contracting Party.

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

20. Each disputing party shall recognize the arbitration award as final. Each Contracting Party shall enforce the award in accordance with its laws and regulations.

Article 16. Other Obligations

If the laws and regulations of the State of either Contracting Party or international treaties that the Contracting Parties are parties to existing on the date of entry into force of the Agreement or concluded thereafter between the Contracting Parties in addition to this Agreement contain provisions entitling investments by investors of the other Contracting Party to a treatment more favorable than the treatment provided for by the Agreement, such provisions shall, to the extent that they are more favourable to the investor, be applied.

Article 17. Consultations

The Contracting Parties shall consult, at the request of either of them, on the matters concerning the interpretation or application of this Agreement. Where either Contracting Party requests such consultation, the other Contracting Party shall give prompt response.

Article 18. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force from the date of receipt through diplomatic channels of the last written notification that the Contracting Parties have fulfilled their respective internal procedures necessary for entry into force of this Agreement.

2. This Agreement shall remain in force for a period of 10 years and shall be automatically extended for subsequent 5-year periods unless either Contracting Party notifies the other Contracting Party through diplomatic channels in writing at least 12 months in advance of the expiration of the initial 10-year period or the respective 5-year period of its intention to terminate this Agreement.

3. In respeet of investments made prior to the date of termination of this Agreement, the provisions of this Agreement shall continue to be effective for a period of 10 years from the date of termination of this Agreement.

4, The Contracting Parties may mutually agree, in writing, to amend this Agreement.

Done in Moscow on 16 October 2025 and in Brazzaville on 16 October 2025, in duplicate each in the Russian, French and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall be used.

For the Government of the Republic of the Congo

For the Government of the Russian Federation