BILATERAL AGREEMENT FOR THE PROMOTION AND PROTECTION OF INVESTMENTS BETWEEN THE GOVERNMENT OF JERSEY AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES

The Government of Jersey and the Government of the United Arab Emirates (each a "Contracting Party", together the "Contracting Parties"):

Desiring to strengthen economic relations between the Contracting Parties and facilitate increased flows of investments from investors of one Contracting Party in the territory of the other Contracting Party;

Recognising that the protection of investments is conducive to enhancing international investments and to sustainable economic development;

Seeking to raise living standards, promote economic growth and stability, and create new employment opportunities by liberalising and expanding flows of investment between the Contracting Parties;

Aware that these objectives can be realised in a way that is consistent with the right to regulate of the Governments of the Contracting Parties and considerations of public health, safety, the environment, and labour protections;

Have agreed as follows:

Article 1. DEFINITIONS

For the purposes of this Agreement:

1. "investment" means an asset owned or controlled, directly or indirectly, by an investor that has the characteristics of an investment, including a contribution of capital or other resources, the expectation of gain or profit and the assumption of risk. An investment may take the form of one or more of the following non-exclusive list of assets admitted in accordance with the laws of the Contracting Party into which the investment is made:

(a) shares, stock and any other form of equity participation in a company;

(b) bonds, debentures and other debt instruments;

(c) movable and immovable property as well as leases, mortgages, liens or pledges and any other property rights;

(d) loans;

(e) claims to money or to any performance under contract having an economic value;

(f) intellectual property rights, including, among others, copyrights and related rights, and industrial property rights such as patents, technical processes, manufactures'brands and trademarks, trade names, industrial designs, and know-how;

(g) business concessions granted by law, administrative acts or under contracts including concessions to explore, grow, extract or exploit natural resources.

but does not include:

(h) claims to money arising solely from the following assets, unless they form a part of assets that cumulatively have the characteristics of an investment:

(i) commercial contracts for the sale of goods or services; or

(ii) loans or credits granted in relation to a trade financing transaction, for greater certainty:

(i) a change in the manner or form in which assets have been invested or re-invested shall not affect their status as investments under this Agreement, provided that the assets still fall within the definition contained in this Article and the investment is made in accordance with the law of the Contracting Party in whose territory the investment was admitted.

2. "investor" means a person who has made an investment in the territory of the other Contracting Party and is either:

(a) a Contracting Party,

(b) in relation to Jersey, natural persons who are ordinarily resident in Jersey,

(c) in relation to the United Arab Emirates, natural persons deriving their status as United Arab Emirates nationals from the law in force in the United Arab Emirates, or

(d) legal persons, including corporations, firms, associations and partnerships incorporated, established or formed in accordance with the law in force in the territory of a Contracting Party, whether privately or governmentally owned or controlled, and which have substantial business activities in the territory of the Contracting Party in which it has been established or formed;

3. "ICSID" means the International Centre for Settlement of Investment Disputes.

4. "ICSID Convention" means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, 18 March 1965.

5. "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.

6. "LCIA Arbitration Rules" means the London Court of International Arbitration Rules.

7. "returns" means the amounts yielded by an investment and includes in particular, but not exclusively, profits, dividends and interest, capital gains, royalties and fees.

8. "territory" means:

(a) In respect of Jersey: the Bailiwick of Jersey, and the territorial sea adjacent to the Bailiwick of Jersey;

(b) In respect of the United Arab Emirates: the United Arab Emirates and, when used in a geographical sense, means the territory of the United Arab Emirates which is under its sovereignty as well as the area outside the territorial water, airspace and submarine areas over which the United Arab Emirates exercises sovereign and jurisdictional rights in respect of any activity carried on in its water, sea bed or subsoil in connection with the exploration for or the exploitation of natural resources by virtue of its law and international law;

9. "UNCITRAL Arbitration Rules" means the United Nations Commission on International Trade Law Arbitration Rules.

10. "UNCITRAL Transparency Rules" means the UNCITRAL Rules on Transparency in Treaty- based Investor-State Arbitration.

11. "New York Convention" means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958).

Article 2. MINIMUM STANDARD OF TREATMENT

1. Each Contracting Party shall accord fair and equitable treatment and full protection and security in its territory to investments of investors of the other Contracting Party in accordance with the customary international law minimum standard of treatment of aliens.

2. 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 the customary international law minimum standard of treatment of aliens.

3. For greater certainty, "full protection and security" means physical protection and security.

Article 3. EXPROPRIATION

1. Investments of investors of a Contracting Party in the territory of the other Contracting Party shall not be subject to nationalisation, or any form of direct or indirect expropriation, including any measure having similar effects, except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

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

(d) accompanied by prompt, adequate and effective compensation.

2. The determination of whether a measure or series of measures constitutes an expropriation shall be made following a fact-based inquiry with reference to the character and economic impact of the measure or measures. Good faith regulation for legitimate public purposes which is carried out in a non-discriminatory and proportionate manner will not ordinarily constitute an expropriation.

3. The compensation referred to in Paragraph 1 of this Article shall amount to the fair market value of the investment at the time immediately before the expropriation, or immediately before the expropriation became public knowledge, whichever is the earlier.

4. Without prejudice to the provisions of Article 14 an investor whose investment is subject to an expropriation shall have a right of access to the courts of justice or administrative tribunals or agencies of the Contracting Party in whose territory the investment was made to seek a prompt review of such expropriation and the amount of compensation in accordance with the principles set out in this article.

5. The fair market value will be calculated in a freely convertible currency. The compensation shall include interest at a commercial rate fixed in accordance with market criteria for that currency, accrued from the date of expropriation until the date of payment. The compensation shall be paid without delay, be fully realisable and freely transferable.

Article 4. NATIONAL TREATMENT

Each Contracting Party shall treat investors of the other Contracting Party and their investments no less favourably than it treats, in like circumstances, its own investors and their investments in areas such as conduct, management, operation, maintenance, use, sale, and/or disposal of investments.

Article 5. MOST FAVOURED NATION TREATMENT

1. Each Contracting Party shall treat investors of the other Contracting Party and their investments no less favourably than it treats, in like circumstances, investors and investments of a non-Contracting Party.

2. The treatment to be accorded in like circumstances referred to in paragraph 1 of this Article does not encompass mechanisms for the settlement of investment disputes which are provided for in other treaties, agreements, or sources.

3. The provisions of this Agreement shall not be construed to oblige one Contracting Party to extend to investors of the other Contracting Party the benefits of any treatment, preference or privilege, resulting from:

(a) any existing or future customs, economic or monetary union, a common market or a free trade area or similar international agreement which may apply to either of the Contracting Parties, and includes the benefit of any treatment, preference or privilege resulting from obligations arising out of an international agreement or reciprocity arrangement of that customs, economic or monetary union, common market or free trade area; or

(b) any international agreement, arrangement or domestic legislation relating to taxation, including on information exchange.

Article 6. COMPENSATION FOR DAMAGES OR LOSSES

Investors of a Contracting Party whose investments in the territory of the other Contracting Party suffer losses due to war, armed conflict, revolution, state of national emergency, insurrection, riot, civil disturbance or other similar events, shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any non-Contracting Party.

Article 7. FREE TRANSFER OF INVESTMENTS AND RETURNS

1. Each Contracting Party shall allow the free transfers of investments and returns without delay in a freely convertible currency. Such transfers include, but are not limited to:

(a) investments and returns, as defined respectively in Article 1 of this Agreement;

(b) claims to money related to the investment;

(c) capital contributions for maintaining, increasing and developing the investment;

(d) payments made under a contract, including loans;

(e) payments arising out of a dispute;

(f) proceeds from the sale of all or any part of the investment, or from the partial or complete liquidation of the investment; and

(g) salaries and remuneration of personnel in connection with the investment.

2. Transfers shall be made in conformity with the market exchange rate on the day of transfer, in accordance with the law of the Contracting Party in whose territory the investment was made.

3. Notwithstanding the provisions of this Article, a Contracting Party may condition or prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

(a) bankruptcy proceedings, company restructuring or insolvency;

(b) compliance with judicial, arbitral or administrative decisions and awards;

(c) criminal offences or civil penalties;

(d) financial reporting or record keeping in connection with financial regulation requirements or law enforcement; or

(e) compliance with tax obligations.

Article 8. SUBROGATION

If a Contracting Party or its agency makes a payment to any of its investors under an insurance arrangement for non-commercial risk, the other Contracting Party shall recognise the validity of subrogation in favour of the former Contracting Party or its agency of rights or claims held by the investor.

Article 9. PROHIBITION OF PERFORMANCE REQUIREMENTS

1. A Contracting Party may not impose or enforce on investors of the other Contracting Party any performance requirement in connection with the management, conduct or operation of their investments in the territory of that Contracting Party. In particular, a Contracting Party shall not impose or enforce a requirement:

(a) to export a given level or percentage of a good or service;

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

(c) to purchase, use or accord a preference to a good produced or service provided in its territory, or to purchase a good or service from a person in its territory;

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

(e) to restrict sales of a good or service in its territory that the investment produces or provides by relating those sales to the volume or value of its exports or foreign exchange earnings; or

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

Article 10. RIGHT TO REGULATE

1. Each Contracting Party reaffirms its right to regulate in the public interest within its territory in order to realise legitimate policy objectives in areas relating to public health, safety, the environment, and labour protections, and in a manner that is non-discriminatory and non-arbitrary.

2. Non-discriminatory and proportionate regulatory measures by a Contracting Party will not ordinarily constitute a breach

of standards in this Agreement.

Article 11. FINANCIAL SERVICES

Nothing in this Agreement shall prevent a Contracting Party or its financial or regulatory authorities from taking or maintaining measures relating to financial services for prudential or conduct reasons, including for the protection of users of financial services and to maintain the integrity and stability of the financial system.

Article 12. EXCEPTIONS

1. This Agreement shall not preclude a Contracting Party from adopting measures that it reasonably considers are necessary:

(a) for the protection of its essential security interests;

(b) to ensure compliance with laws and regulations relating to anti-money laundering or combating the financing of terrorism; or

(c) to ensure compliance with laws and regulations relating to financial sanctions.

2: Where, in exceptional circumstances, payments and capital movements cause or threaten to cause serious difficulties for the operation of monetary policy or exchange rate policy regarding either Contracting Party, the Contracting Party concerned may take safeguard measures with regard to payments and capital movements. Such measures should be consistent with the Articles of Agreement of the International Monetary Fund. Such measures shall be temporary, non-discriminatory, of general application, not arbitrary and shall not exceed what is necessary to deal with the difficulties.

Article 13. DENIAL OF BENEFITS

1. A Contracting Party may deny the benefits of this Agreement to an investor of a Contracting Party and to investments of such an investor if the investor is owned or controlled by legal entities or natural persons of a third Party with respect to whom the denying Contracting Party adopts or maintains prohibitive measures or measures that would be violated or circumvented if the benefits of this Agreement were accorded to the investor or its investments.

2. Notwithstanding any other provision of this Agreement, the benefits of this Agreement shall not be available to an investor of a Contracting Party and investments of such an investor if the investor is owned or controlled by a legal or natural person or persons of a non-Contracting Party and that investor has no substantial business activities in the territory of a Contracting Party under whose law it is constituted or organized.

Article 14. SETTLEMENT OF DISPUTES BETWEEN AN INVESTOR OF A CONTRACTING PARTY AND THE OTHER CONTRACTING PARTY

1. An investor of a Contracting Party shall attempt to settle a dispute with the other Contracting Party concerning an alleged breach by the latter of an obligation provided in this Agreement through negotiations.

2. The investor shall deliver to the Contracting Party against which the investor is bringing the dispute a written notification of a dispute at least six months before the investor submits the dispute to arbitration or to the local courts of that Contracting Party.

3. The written notification referred to in paragraph 2 of this Article means a written notice specifying:

(i) the name and address of the investor;

(ii) the provisions of this Agreement alleged to have been breached;

(iii) the factual basis for the dispute, including the measures at issue; and

(iv) the relief requested, including the approximate amount of damages claimed.

4. If the investor and the Contracting Party have not resolved the dispute within six months from the date of the written notification, the investor may elect to submit the dispute to any one of the following:

(a) The local courts of the Contracting Party in whose territory the investment was made; or

(b) Arbitration under:

(i) the ICSID Convention, provided that both Contracting Parties are bound by the ICSID Convention;

(ii) the ICSID Additional Facility Rules, provided that either the Contracting Party of the investor or the other Contracting Party, but not both, is a party to the ICSID Convention;

(iii) the UNCITRAL Arbitration Rules; or

(iv) the LCIA Arbitration Rules.

5. Each Contracting Party hereby gives its consent to the submission of a dispute falling within paragraph 1 of this Article to arbitration under any one of the arbitral frameworks and rules provided for in paragraph 4(b)(i) to 4(b)(iv) of this Article.

6. Once an investor has submitted a dispute concerning an alleged breach of this Agreement to one of the procedures provided for in paragraph 4 of this Article, the choice of the procedure shall be final.

7. An arbitral tribunal constituted to resolve a dispute under this Article shall follow compensatory principles in any award and shall not award punitive damages.

8. Arbitration awards shall be final and binding for the disputing parties.

9. A dispute may not be submitted to arbitration or to local courts under this Article if more than four years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the alleged breach.

10. For the avoidance of doubt, enforcement of any awards shall be limited to the assets of the Contracting Parties at the time of enforcement and shall not extend to the assets of any third parties.

11. Nothing in this Article shall be construed as derogating from the Protocol to the Double Taxation Agreement between the Contracting Parties signed on 20 April 2016.

Article 15. TRANSPARENCY

The UNCITRAL transparency rules shall apply to arbitration between an investor of one Contracting Party and the other Contracting Party as provided for in article 14 of this Agreement irrespective of the arbitration rules which govern such proceedings.

Article 16. AVOIDANCE OF FRIVOLOUS CLAIMS

1. After an investor has submitted a dispute with a Contracting Party to arbitration under Article 14 of this Agreement, the Contracting Party may, no later than 60 days after the constitution of the arbitral tribunal, file an objection that a claim is manifestly without legal merit, manifestly inadmissible or manifestly outside the arbitral tribunal's jurisdiction

2. On receipt of an objection under this Article, the arbitral tribunal may in its discretion establish a schedule for considering it with an expedited timeframe. In such a case, the arbitral tribunal shall decide on the objection after giving the disputing parties an opportunity to present their observations on it.

3. If the arbitral tribunal decides that a claim is manifestly without legal merit, manifestly inadmissible or manifestly outside the arbitral tribunal's jurisdiction, the arbitral tribunal shall render an award or decision as appropriate to that effect. In that case, the tribunal shall order that the costs of the proceedings be borne by the unsuccessful disputing party.

4. This Article is without prejudice to:

(a) the arbitral tribunal's authority to address other objections as a preliminary question or to otherwise bifurcate arbitral proceedings;

(b) the right of a disputing party to make objections, in the course of arbitral proceedings, other than those referred to in paragraph 1 of this Article; and

(c) the Contracting Party's right to object, in the course of arbitral proceedings, that a claim lacks legal merit.

Article 17. SETTLEMENT OF DISPUTES BETWEEN THE CONTRACTING PARTIES

1. Disputes arising between the Contracting Parties regarding the interpretation or application of this Agreement shall be

settled as far as possible through direct negotiations of the Governments of the Contracting Parties.

2. If an agreement is not reached within six months from the date on which the dispute was notified in writing, either of the Contracting Parties may submit the dispute to an arbitral tribunal in accordance with the UNCITRAL Arbitration Rules.

Article 18. PLACE OF ARBITRATION

1. With regard to arbitration under Article 14(4)(b)(ii) to Article 14(4)(b)(iv) the disputing parties may agree on the place of arbitration.

2. If the disputing parties fail to reach an agreement regarding the place of arbitration, the tribunal shall, in consultation with the disputing parties, determine the place of arbitration as soon as practicable after the tribunal's constitution provided:

(a) that the place of arbitration shall be in the territory of a Contracting Party, or in the area of a non-Contracting Party that is a party to the New York Convention;

(b) that the determined place of arbitration is in accordance with the applicable arbitrational rules;

(c) that the tribunal has taken the disputing parties' views and interests into consideration, including with regard to the financial burden of the arbitration procedure.

Article 19. ARBITRATORS

Arbitrators appointed to resolve disputes under either Article 14 or Article 17 of this Agreement shall: (a) be impartial and independent of the Contracting Parties and the parties to a dispute; and

(6) comply with the International Bar Association Guidelines on Conflicts of Interest in International Arbitration issued on 23 October 2014.

Article 20. OTHER RULES

If the provisions of law of either Contracting Party or obligations under international law, whether existing at the time of entry into force of this Agreement or established subsequently, contain rules that afford investors and investments of a Contracting Party more favourable treatment than is provided for by this Agreement, such more favourable rules shall prevail over the present Agreement.

Article 21. SCOPE OF APPLICATION

1. This Agreement is applicable to investments made before its entry into force and existing at that time, as well as to investments made thereafter in the territory of a Contracting Party in accordance with its law by investors of the other Contracting Party.

2. For greater certainty, the provisions of this Agreement shall not apply to claims arising out of events which occurred, or to claims which had arisen or had been settled, prior to its entry into force.

3. Nothing in this Agreement shall affect the rights and obligations of either Contracting Party under any international agreement, arrangement or generally applicable domestic legislation relating to taxation, including on information exchange.

4. This Agreement shall not apply to decisions, directions or measures related to the operation and legal framework of trusts in either Contracting Party, whether taken by the Governments, the courts, the regulatory authorities or otherwise of either Contracting Party.

5. Issues relating to housing and residential property under the Control of Housing and Work (Jersey) Law 2012 and any successor legislation or regulations shall not be subject to the Agreement.

Article 22. APPLICABLE LAW

An arbitral tribunal established under Article 14 or Article 17 of this Agreement shall decide the issues in dispute in accordance with this Agreement, the principles and rules of public international law, and the domestic law of the Contracting Party in whose territory the investment was made.

Article 23. AMENDMENTS

Upon the request of either Contracting Party, the Parties shall discuss and consult in good faith and may agree upon any amendments to this Agreement in writing. Any such amendments shall enter into force in accordance with the procedure necessary for the entry into force of this Agreement and shall constitute an integral part of this Agreement. Any such amendments shall only apply to investments made after the entry into force of those amendments.

Article 24. ENTRY INTO FORCE, DURATION AND TERMINATION

1. Each Contracting Party shall notify in writing the other Contracting Party of the completion of the procedures required by its laws for the bringing into force of this Agreement. The Agreement shall enter into force on the date of the receipt by the relevant Contracting Party of the later of these notifications.

2. This Agreement shall remain in force for a ten year period and shall be extended indefinitely thereafter. After ten years, either Contracting Party may terminate this Agreement by serving a twelve month prior notice in writing to the other Contracting Party through Government channels.

3. With respect to investments admitted before the date on which the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall remain in force for an additional term of ten years from such a date.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Dubai this 9th day of November 2021; in the English and Arabic languages, both texts being equally authentic. In case of divergence between the texts, the English text shall prevail.

FOR THE GOVERNMENT OF UNITED ARAB EMIRATES

FOR THE GOVERNMENT OF JERSEY