AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF THAILAND AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES ON THE PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Kingdom of Thailand and the Government of the United Arab Emirates (hereinafter collectively referred to as the "Contracting Parties);

Desiring to create conditions favourable for fastering greater investment by investors of one Contracting Party in the teriitory of the other Contracting Party;

Recognizing that the encouragement and reciprocal protection of such investment, made in accordance with the laws and regulations of the host Contracting Party, will be conducive to the stimulation of individual business initiatives and will increase prosperity in. both countries;

Have agreed as follows:

Part Body

Article 1. Definitions

For the purposes of this Agreement:

1. The term "**investment**" means foreign direct investment made by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the latter's laws and regulations, that includes every kind of asset, particularly, but not exclusively:

a) movable and immovable property as well as any other property rights such as mortgages, liens, pledges;

b) shares, stocks, bonds, debentures and any other similar form of participation in a company and other debts, loans and securities issued by an investor of a Contracting Party and retums retained for the purpase of reinvestment;

c) rights or claims to money or to any performance under contract having financial or economic value;

d) intellectual property rights, goodwill, technical processes, know-how, copyrights, trademarks, trade names and patents in accordance with the relevant laws of each Contracting Party and connected with the substantive business operation of a juridical person of that Party;

e) business concessions, licenses, authorizations, and permits conferred pursuant to laws and regulations or contracts. Concessions to search for, cultivate, extract, or exploit natural resources shall not be covered by this Agreement in both Contracting Parties.

Any alteration in which assets are invested or reinvested does not affect their character as investment provided that the investor will get the legal permission from the competent authorities of the host Contracting Party and suck alteration is consistent with the laws and regulations of the Contracting Party in whose territory the investments were made.

2. The term "**investor**" shall mean with regard to either Contracting Party:

a) natural persons who, according to the law of that Contracting Party, are considered to be its nationals; and

b) juridical persons which are constituted or otherwise duly organized under the law of that Contracting Party and have their seat, together with real economic activities, in the territory of that same Contracting Party, whether for profit or otherwise, and whether privately owned or governmentally-owned, including any incorporation, trust, partnership, joint venture, sole proprietorship, association or similar organization.

3. The term "**returns**" means the amounts yielded by an investment such as profits, iiterests, capital gains, dividends, royalties, management and technical tees.

4. The tern "**territory**" shall mean as follows:

a) in respect of Thailand: the territory of the Kingdom of Thailand and includes any area adjacent to the territorial sea of the Kingdom of Thailand including the seabed and subsoil over which the Kingdom of Thailand may exercise jurisdiction by virtue of its legislation and in accordance with international flaw.

b) in respect of the United Arab Emirates: when used in geographical sense, the territory of the United Arab Emirates as well as the area outside its territorial water, airspace and submarine areas over which the United Arab Emirates exercises sovereign and jurisdictional rights in respect of any activity carried of its water, sea bed and subsoil in connection with the exploration for the natural resource by virtue of its law and international law.

5. The term "**freely usable curreney**" shall mean currency that the International Monetary Fund (IMF) determines, from time to time, as freely usable currencies in accordance with the Articles of Agreement of the IMF and Amendments thereafter.

Article 2. Scope of the Agreement

This Agreement shall apply io all investments made by investors of either Contracting Party in the territory of the other Contracting Party, whether made before or after the coming inte force of this Agreement, but shall not apply to any dispute concerning an investment that arises before the entry inte foree of this Agreenient nor any claim that was settled before the entry into force of this Agreement.

Article 3. Promotion of Investment

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

2. The Contracting Parties shall encourage and facilitate the formation and establishment of appropriate legal entities by investors in order to establish, develop and execute investment projects in different economic sectors as may be permitted by the laws and regulations of the host Contracting Party.

3. Each Contracting Party shall in its territory, endeavour to undertake the necessary measures as may be applicable for granting of appropriate facilities, incentives and other forms of encouragement for investments made by investors of the other Contracting Party in accordance to the laws and regulations of both countries.

4. The Contracting Parties shall within the framework of their national laws and regulations give sympathetic consideration to applications for the entry and sojourn of persons of either Contracting Party in connection with an investment.

5. Each Contracting Party shall endeavour, as far as possible, ta make public all laws, regulations, policies and procedures that pertain to, or directly affect investments in its territory of investors of the other Contracting Party.

Article 4. Protection of Investment

1. Investments by investors of either Contracting Party shall be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by arbitrary or discriminatory measures, the management, maintenance, use, enjoyment, or disposal of investments.

2. Once investments of investors of the Contracting Party have been established, measures by the other Contracting Party relating to such investments shall not affect its rights and obligations as a member of the WTO.

3. Each Contracting Party shall maintain, as far as possible, a favourable environment for investments in its territory by investors of the other Contracting Party. Each Contracting Party shall in accordance with its applicable laws and regulations ensure to investors of the other Contracting Party, the right of access to its courts of justice, administrative tribunals and agencies, and all other bodies exercising adjudicatory authority.

4. Consistent with the provisions of this Agreement, neither Contracting Party should limit the benefits of protection of this Agreement.

Article 5. Treatment of Investments

1. Each Contracting Party shall in its territory accord investors or Investments and returns of the other Contracting Party, in like circumstances, as regards management, maintenance, use, enjoyment er disposal of their investments, treatment not

less favourable than that which it accords fo its own investors or investors of any third State, whichever is more favourable, and subject to its laws and regulations.

2. However, the provisions of this Article shall not be construed so as 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 customs union, economic union, free trade area, monetary union or other form of regional economic arrangement or other similar international agreement, to which either of the Contracting Parties, is or may become a party; or

b) any international or regional agreement or any other domestic legislation relating wholly or mainly te taxation.

Article 6. Compensation for Damage or Loss

1. When investments made by investors of either Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection or riot or other similar events in the territory of the other Contracting Party, they shall be accorded by the latter Contracting Party, treatment, as regards restitution, indemnification, compensation or other settlement, not jess favourable than that which the latter Contracting Party accords to its own investors or to investors of any third Party whichever is the most favourable.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who, in any of the events referred to in that paragraph, suffer damage or loss in the territory of the other Contracting Party resulting from:

a(requisition of their investment or property by the latter's forces or authorities; or

b) destruction of their investment or property by the latter's forces or authorities which was not caused in combat action or was not required by the necessity of the situation,

shall be accorded prompt, effective and adequate compensation for the damage or loss sustained during the period of requisition or as a result of the destruction of the property. Resulting payments shall be in a freely usable currency and be freely transferable without delay,

Article 7. Expropriation

1. Investments made by investors of one Contracting Party in the territory of the other Contracting Party shall not be nationalized, expropriated, or subject to direct or indirect measures having effect equivalent to nationalization, expropriation (hereinafter collectively referred to as "expropriation") by the other Contracting Party except for a public purpose related to the internal needs of that Contracting Party and against prompt, adequate and effective compensation and on condition that such measures are taken on a non-discriminatory basis and in accordance with the procedures established under law.

2. Such compensation shall be equivalent to the fair market value of the expropriated investments at the time when the expropriation was publicly announced or when the expropriation occurred, whichever is the earlier. The fair market value shall sot reflect any change in market value occurring because the expropriation had become publicly known earlier.

3. The compensation shall be fully realizable and shall be paid without any restriction or delay. In the event of delay, it shall carry an appropriate interest, in accordance with the laws and regulations of the Contracting Party making the expropriation from the date the payment was due until the date of actual payment. The payment of such compensation shall be freely transferable in freely usable currency.

4. Without prejudice to his rights under Article 9 (Subrogation) of this Agreement, the investor affected shall have a right, under the laws of the Contracting Party making the expropriation, to review, by a judicial or other independent authority of that Party, of his or its cage and of the valuation of bis or its investment in accordance with the principles set out in this Article. The Contracting Party making the expropriation shall make every endeavour to ensure that such review is carried out promptly.

5. Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under its applicable law in force in any part of its own territory, and in which investors of the other Contracting Party own shares, stacks, debentures or other rights of interest, it shall! ensure that the provisions of this Article are applied to the extent necessary to ensure fair and equitable compensation in respect of their investment to such investors of the other Contracting Party who are owners of such rights or interest.

Article 8. Transfer of Payments Related to Investments

1. Each Contracting Party shall permit investors of the other Contracting Party, upon compliance with the relevant laws and regulations of the host Contracting Party, the transfer of payments in connection with an investment into and out of its territory, including the transfer of:

a) the initial capital and any additional capital for the maintenance, management and development of the Investment;

b) returns;

c) payments under a contract, including amortization of principal and accrued interest payments made pursuant to a loan agreement:

d) royalties and fees;

e) proceeds from sale or liquidation of whole or any part of the investment, including shares;

f) earnings and other remuneration of personnel engaged from abroad in connection with the investment;

g) payments of compensation pursuant to Articles 6 (Compensation for Damage or Loss) and 7 (Expropriation);

h) payments referred to in Article 9; and

i) payments arising out of the settlement of disputes.

2. Transfers of payments under paragraph 1 shall be effected without delay or restrictions and, except in the case of payments in kind, in a freely convertible currency. In case of such delay in effecting the required transfers, the investor affected shall be entitled to receive interest for the period of such delay.

3. Transfers shalt be made at the spot market rate of exchange prevailing on the date of transfer for the currency to be transferred. In the absence of a market for foreign exchange, the rate to be applied will be the most recent rate applied to inward investments or the exchange rate determined in accordance with the regulations of the IMF.

4. Notwithstanding paragraph 1 - 3, a Contracting Party may delay temporarily a transfer, through the necessary, equitable, on a 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 derivatives:

c) criminal or penal offences;

d) social security, public retirement or compulsory savings scheme;

e) ensuring compliance with the Judgments in judicial or administrative proceedings

For the purpose of this paragraph, it is understood that the delay or prevention of transfer shall be carried under due process of law and that Investors of each Contracting Party shall be obliged by the judgement in judicial proceeding with due regard to other Article of this Agreement.

5. In case of serious instability of its currency, a Contracting Party may restrict temporary transfers provided that such temporary restrictions are imposed in compliance with the rights and obligations of the Parties as members of the IMF under the Articles of Agreement of the IMF, whereas the exercise of such controls are necessary to regulate international capital movements, However, no Contracting Party may exercise these controls in a manner which will restrict payments and transfers for current international transactions. No Contracting Party shall impose these restrictions without the approval of the IMF.

Such restrictions shall be on an equitable, non-discriminatory and good faith basis and this Article shall not be used as a means to avoid the Contracting Party's obligations under this Agreement.

Article 9. Subrogation

1. If a Contracting Party, its designated agency or a company or other enterprise constituted or incorporated in that Contracting Party other than an investor (the "Indemnifying Party') makes a payment under an indemnity or guarantee against non-commercial risk it has assumed in respect of an investment in the territory of the other Contracting Party the (host Contracting Party), or otherwise acquires part or all of the rights and claims of such an investment as a result of the complete or partial default of the investor, the host Contracting Party shall recognise:

a) the assignment to the Indemnifying Party by law or by legal transaction or part or all of the rights and claims resulting from such an investment;

b) that the Indemnifying Party is entitled to exercise such rights and claims and shall assume all obligations related to the investment by virtue of subrogation, to the same extent as its predecessor in title or the original investor; and

c) the subrogated rights or claims shall not exceed the original rights or claims shall not exceed the original rights or claims of such investor.

2. The Indemnifying Party shall be entitled in all circumstances to:

a) the same treatment in respect of the rights and claims acquired and the obligations assumed by it by virtue of the assignment referred to in paragraph 1 above; and

b) any payments received in pursuance of thase rights and claims;

as the original investor was entitled to receive by virtue of this Agreement in respect of the investment concerned.

3. Notwithstanding the provisions of paragraph 1 of this Article, subrogation shall take place in either of the Contracting Party only after the approval of the Contracting Party, if such an approval is required.

Article 10. Settlement of Disputes between a Contracting Party and an Investor

1. Disputes arising between a Contracting Party and an investor of the other Contracting Party in respect of an investment under this Agreement shall, as far as possible, be settled amicably through negotiations between the parties to the dispute.

2. If the dispute cannot be settled amicably within the period of three months, the parties to the dispute should pursue the following procedures:

a) the investor shall resort to a local competent authority, court ar tribunal to settle the dispute, provided that such authority, court or tribunal has jurisdiction over such dispute under its law of the Contracting Party;

b) if the dispute cannot be settled according to the provisions of subparagraph (a) of this Article within six months from the date of submission, such investor may submit the dispute to:

i. arbitration by the International Centre for Settlement of Investment Disputes (ICSID), established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington on 18 March 1963 (hereinafter referred to as the "Centre"), if the Centre is available; or

ii. arbitration by the Additional Facility of the Centre, if only one of the Contracting Parties is 4 signatory to the Convention referred to in subparagraph (i) of this paragraph; or

iii. an ad hoc arbitration tribunal is-to be established under the Arbitration Rules of the United Nation Commission on International Trade Law (UNCITRAL); or

iv. any other arbitral tribunal or institution as agreed by the parties to the dispute.

3. The arbitral tribunal established under paragraph 2(b) of this Article shall reach its decision on the basis of national laws and regulations of the Contracting Party, which is a party to the dispute, the provisions of the present Agreement, the interpretation in Article 15 (Joint Committee on Investment), as well as applicable rules of international law.

4. All arbitral awards shall be final and binding on the parties to the dispute and shall be enforced in accordance with the laws of the Contracting State in which the enforcement is sought.

5. At any stage during the proceeding under this Article, the parties to the dispute shall withdraw the case if they come fo an agreement for settlement of the dispute amicably.

Article 11. Settlement of Disputes between Contracting Parties

1. The Contracting Parties shall, as far as possible, settle any dispute concerning the interpretation or application or execution of this Agreement through consultations or other diplomatic channels.

2. If the dispute has not been settled within six months following the date on which such consultations or other diplomatic charnels were requested by either Contracting Party and unless the Contracting Parties otherwise agree in writing, either Contracting Party may, by written notice to the other Contracting Party, submit the dispute to an ad hoc arbitral tribunal in

accordance with the following provisions of this Article.

3. The arbitral tribunal shall be constituted as follows: cach Contracting Party shall appoint one member, and these two members shall agree upon a national of a third stale with whom both the Contracting Parties have diplomatic relations, as Chairman within four months, from the date on which either Contracting Party has informed the other Contracting Party that it intends to submit the dispute to an arbitral tribunal.

4. If the periods specified in paragraph 3 above have not been complied with, either Contracting Party may, in the absence of any other arrangement, invite the president of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said fiction, the Vice-President shall be invited to make the necessary appointments. If the Vice-President of the International Court of Justice is a national of either Contracting Party or if he, too, is prevented from discharging the said function, the member of the International Court of Justice next in seniority who is not a national of either Contracting State shall be invited to make the necessary appointments.

5. The arbitral tribunal shall take its decision by a majority of votes. Such decision shall be made in accordance with the provisions of this Agreement and applicable rules of international Jaw and shall be final and binding on both Contracting Parties. Each Contracting Party shall bear the costs of the member of the arbitral tribunal appointed by the Contracting Party, as well as the costs of its representation in the arbitration proceedings. The expenses of the Chairman as well as any other costs of the arbitration proceedings shall be borne in equal parts by the two Contracting Parties. However, the arbitral tribunal may, ar its discretion, direct that a higher proportion or ell of such costs be paid by one of the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedures,

Article 12. Application of other Rules

Without prejudice to Article 5 (Treatment of Investment), if the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to the present Agreement contain rules, whether general or specific, entitling investments and associated activities by investors of the other Contracting Party to a treatment more favourable than is provided for by the present Agreement, such rules shall, io the extent that they are more favourable, prevail over the present Agreement.

Article 13. Limitation of Benefits

1. Benefits of this Agreement shall not be available to an investor of a Contracting Party, if the main purpose of the acquisition of the nationality of that Contracting Party was to obtain benefits under this Agreement that would not otherwise be available to the investor.

2. Prior to denying the benetits of this Agreement, the denying Contracting Party shall consult the other Contracting Party, and upon mutual agreement of the Contracting Parties may deny the benefits of this Agreement and shall inform such investor accordingly.

Article 14. Joint Committee on Investment

1. For the purposes of the effective implementation and operation of this Agreement, the Contracting Parties may establish a Joint Committee on investment composed of senior representatives of the Contracting Parties.

2. The Joint Committee shall meet whenever necessary. Each Party may request at any time, through a notice In writing to the other Party, that a meeting of the Joint Committee be held. The request shall provide sufficient information to understand the basis for the request, including, where relevant, identification of issues in dispute.

Such a meeting shall take place within 60 days of receipt of the request, unless the Parties agree otherwise.

3. The functions of the Joint Committee shall be to:

a) Facilitate the consultation, negotiation, and settlement in case of investment disputes between an investor and a Contracting Party with a view io setiling the case arnicably;

b) Supervise and review the implementation and operation of this Agreement;

c) Exchange information on any matters related to this Agreement;

d) Review case-law of investment arbitration tribunals relevant to the implementation of this Agreement;

e) issue an interpretation of the provisions in this Agreement, which shall be binding on a Tribunal established under Article 10 (Settlement of dispute between a Contracting Party and an investor),

4. The Joint Committee shall establish its rules of procedure.

Article 15. Amendment

This Agreement may be amended in writing by mutual consent of the Contracting Parties. Any amendment shall enter into force after each Contracting Party has notified the other Contracting Party in writing that it has completed all internal requirements for the entry into force of such amendment,

Article 16. Entry Into Force

Each Contracting Party shall notify the other that its internal legal procedures required for the entry into force of this Agreement have been fulfilled, and the Agreement shall enter into force on the thirtieth day after the date of receipt of the later notification.

Article 17. Duration and Termination

1. This Agreement shall remain in force for a period of ten (10) years and shall continue in force thereafter for similar period or periods unless, one year before the expiry of the initial or any subsequent period, either Contracting Party notifies the other Contracting Party in witting of its intention to terminate this Agreement.

2. In respect of investment made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall continue to be effective for a period of ten (10) years from the date of termination of this Agreement.

3. The provisions of this Agreement shall apply irrespective of the existence of diplomatic or consular relations between the Contracting Parties.

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

Dene in duplicate at Abu Dhabi, this 23rd day of February 2015 (Buddhist Era 2558), corresponding 4 Jumada the first 1436 Hijrah, in the Arabic, Thai and English languages, all texts being equally authentic. in case of any divergence of the interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND

(Tanasak Patimapragorn)

Deputy Prime Minister and Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE UNITED ARAB EMIRATES

(H.H. Sheikh Abdullah bin Zayed Al Nahyan)

Minister of Foreign Affairs