Agreement Between the Government of the Republic of Azerbaijan and the Government of the Republic of Belarus on Encouragement and Mutual Protection of Investments

The Government of the Republic of Azerbaijan and the Government of the Republic of Belarus, hereinafter referred to as the Contracting Parties,

Wanting to deepen economic cooperation for the mutual benefit of both countries,

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

Recognizing that the promotion and protection of investments under this Agreement will contribute to the development of business initiatives in both states,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

I. Investments - all kinds of assets invested by investors of the State of one Contracting Party in the territory of the other Contracting Party in accordance with national legislation and the latter including, in particular, but not exclusively:

a) movable and immovable property and other rights in rem, such as mortgage, disposition of collateral, pledges and similar rights;

b) the proportion of stocks, bonds or other forms of participation in commercial organizations;

c) claims in respect of money or any performance obligations under the contract having an economic value;

d) intellectual property rights, including copyright, related rights, the rights to the technology of integrated circuits and databases, patents, trademarks, industrial designs, geographical indications, and technical processes, trade secrets, trade names, know-how and goodwill as well as other similar rights recognized by the national legislation of both Contracting Parties;

e) concessions granted in accordance with the national law of the Contracting Party in whose territory the investments are made, or by the competent authority under the contract, including rights to explore, develop, extract or exploit natural resources.

Any change in the form in which the investment or reinvestment of assets does not affect its character as an investment provided that this change is not contrary to the national law of the Contracting Party.

2. Income - the amount obtained by investments and, in particular, but not exclusively, include profits, dividends, interest, payments of royalties, income from capital gains or other similar payments related to investments.

3. Investor - any natural or legal person of the state of one of the Contracting Parties to make investments in the territory of the other Contracting Party:

a) a natural person - any natural person who is a national of one of the Contracting Parties in accordance with its national law;

b) a legal entity in respect of any of the Contracting Parties - any entity incorporated or constituted under the national law of the Contracting Party performing real business activity in the territory of the Contracting Party. This concept ns refers to

legal entities owned or controlled by persons having the nationality of the states with which no diplomatic relations at the Contracting Party accepting the investment.

4. The term "territory" means in respect of:

a) of the Azerbaijan Republic - the state territory of the Republic of Azerbaijan, including the relevant sector of the Caspian Sea, over which the Republic of Azerbaijan exercises sovereign rights and jurisdiction in accordance with national legislation and international law;

b) the Republic of Belarus - the territory of the Republic of Belarus, which is under its sovereignty, and over which the Republic of Belarus shall be exercised in accordance with international law, sovereign rights or jurisdiction where it is located.

Article 2. The Promotion and Protection of Investments

1. Each Contracting Party shall encourage and create favorable conditions for investors of the other Contracting State Party to make investments in the territory of its State and to admit such investments in accordance with national legislation se.

2 Investments of investors of either Contracting Party of the state will always be given fair and equitable treatment and full and unconditional legal protection on the territory of the other Contracting Party. Each Contracting Party shall in its territory will not circumvent by taking unreasonable or discriminatory measures the management, maintenance, use or disposal of investments of investors of the other Contracting Party. Each Contracting Storonaobyazuetsya comply with any commitment made in relation to the investments of investors of the other Contracting Party.

Article 3. National Treatment and Most Favored Nation Treatment

1. Each Contracting Party shall accord in its territory to investments and the income of investors of the other Contracting Party treatment no less favorable than that which it accords to investments and returns of investors of its own State or investments and returns of investors of any third state, depending what kind of regime for investor opinion, it is the most favorable.

2. Each Contracting Party shall admit to the territory of the State investors of the other Contracting Party in regard to the management, maintenance, use or disposal of their investments treatment no less favorable than that which it accords to investors of their state or to investors of any third state, depending on which mode is on According to the investor, it is the most favorable.

3. The provisions of paragraphs 1 and 2 of this Article shall not be construed so as to oblige one Contracting Party to extend to investors of the other Contracting Party and their investments the benefits of any treatment, benefits or privileges that can be granted to the latter Contracting Party in force:

a) free trade agreement, customs union, common market, economic or monetary union or other similar international agreements including other forms of regional economic cooperation, a member of which each Contracting Party is or may become in the future;

b) agreement for the avoidance of double taxation or other international agreement relating wholly or partly to taxation.

Article 4. Expropriation

1. Investments of investors of either Contracting Party in the territory of the other Contracting Party shall not be nationalized, expropriated or use other measures, the effect of which, directly or indirectly, equivalent to nationalization or expropriation (hereinafter - the expropriation), except in the public interest, on the basis of pediskriminatsionnoy, in accordance with due process and in ensuring timely, adequate and effective compensation.

2. Compensation shall be paid without delay in the currency in which the investments were made, effectively implemented and transferred without restriction.

Such compensation shall be the fair market value of the expropriated investment at the time immediately preceding the implementation of expropriation or its disclosure, depending on what has taken place before, and include interest calculated for the period starting from the expropriation date to the date of payment is not below the rate applied to the currency in which the investment has been made.

3. If one Contracting Party expropriates the assets or a part thereof from the business entity created or organized in

accordance with the current state on the territory of its national law, in which investors of the other Contracting Party have made investments, including equity, investors of the other Contracting Party shall be guaranteed by the application of the provisions of this article to the extent necessary to ensure the timely, adequate and effective compensation in respect of their investment.

4. The investor whose investments are expropriated, shall have the right to prompt review of his case and impact analysis of its investments, according to the principles set out in this Article, the judicial or other authorized state authority of the Contracting Party carrying out the expropriation.

Article 5. Compensation

1. State Investors of one Contracting Party whose investments have suffered in the territory of the other Contracting Party losses owing to war, armed conflict, state of emergency, revolution, insurrection or revolt in the territory of the other Contracting Party, the latter Contracting Party in regard to the recovery, indemnification, compensation or other settlement, be accorded treatment no less favorable than that which the latter Contracting Party shall accord to investors of their state or investors, subject to a most favored nation treatment, depending on which mode is at the investor's opinion, more favorable.

2. Without prejudice to paragraph 1 of this Article investors of one Contracting Party who in any situation referred to in paragraph 1 of this Article shall be in the territory of the other Contracting Party losses resulting from requisition or destruction of their investments fully or partially forces or authorities at the latest that it was caused by the necessity ns provisions of the latter Contracting Party will be given a refund or compensation, which in any case must be timely, adequate and effective compensation as from the date of requisitioning or destruction until the date of actual payment must be carried out in accordance with paragraphs 2 4 article 4 of this agreement.

Article 6. Free Transfer

1. Each Contracting Party shall guarantee investors of the druse Contracting Party after the payment of their respective taxes, dues (duties) free transfer abroad of payments related to their investments, in particular, but not exclusively:

a) income as defined in paragraph 2 of Article 1 of this Agreement; b) basic and additional contributions required for the maintenance or development of the investment;

c) payments under the contracts, including loan agreements;

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

e) the compensation provided for by Articles 4 and 5 of this Agreement;

f) earnings of natural persons employed from abroad in connection with an investment under the national law of the Contracting Party in whose territory the investment has been made;

g) amounts required for the payment of expenses incurred in the course of investment activities, such as management fees, payments of royalties, license fees and other similar services;

h) payments arising from the settlement of disputes.

2. Transfers referred to in this article shall be implemented without delay in a freely convertible currency at the exchange rate applicable at the date of transfer pursuant to the provisions of national law on currency regulation of the state of the Contracting Party in whose territory the transfer is.

3. Notwithstanding paragraphs 1 and 2 of this article. Contracting Party may delay or prevent the transfer of payments subject to the equitable, impartial and non-discriminatory application of national legislation to check the activities of the investor in the following cases:

a) non-payment of taxes and duties (duties);

b) bankruptcy, insolvency or the protection of the rights of creditors;

c) offenses or administrative violations;

d) ensure execution of decisions of courts and procedures.

Article 7. Subrogation

If one Contracting Party or its designated agency makes a payment under the guarantee or contract of insurance provided in respect of an investor investment in the territory of the other Contracting Party, the latter Contracting Party shall recognize the transfer of any rights or the right to claim such an investor of the first Contracting Party or its authorized organization and the right of the former Contracting Party or its designated agency to exercise the rights and claims by virtue of subrogation principle to the same extent as the grantor.

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

1. Any dispute directly linked to investments between one Contracting Party and an investor of the other Contracting Party will be resolved peaceful way between the parties to the dispute.

2. If any dispute between one Contracting Party and an investor of the other Contracting Parties can not be settled within three months from the date of the start of negotiations, the investor shall be entitled to refer the case:

a) to the competent courts of the Contracting Party in whose territory the investments were made; or

b) the International Centre for Settlement of Investment Disputes (1S8GO), established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, opened for signature March 18, 1865 in Washington, DC; or

c) the arbitration court ah Nose established under the arbitration rules of the United Nations Commission on International Trade Law (TSLS1TKAE); or

d) any other previously agreed international arbitration ah hoc.

3. An investor who submitted the dispute to the competent court, could not resort to the arbitration procedure referred to in paragraphs 2 (b) -2 (d) of this Article.

4. Each Contracting Party party to the dispute, may not at any stage of the arbitral proceedings or of the award to raise objections with regard to obtaining an investor, which is the other party to the dispute, compensation under an insurance contract that covers part or all of the losses incurred.

5. The decision shall be final and binding on both parties to the dispute and shall be executed in accordance with the procedural laws of the State of either Contracting Party in whose territory the decision is executed.

Article 9. Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation and application of the provisions of this Agreement shall, if possible, be settled by negotiation.

2. If the dispute can not be resolved in the manner specified in paragraph 1 of this Article, within six months from the date of application of any of the Contracting Parties of such negotiations, the dispute shall, at the request of either Contracting Party shall be submitted to arbitration.

3. The arbitral tribunal will be established for each individual case as follows. Within two months after receipt of the request for arbitration the settlement of each Contracting Party shall appoint one member of the tribunal. These two members shall determine the third-country national, who by mutual consent of the Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within four months from the date of appointment of the other two members of the court.

4. If the necessary appointments have not been made within the periods specified in paragraph 3 of this Article, and if the Contracting Parties agree otherwise, the request for the necessary work assignments can be addressed to the President of the International Court of Justice. If the President of the International Court of Justice is a national of the State of either Contracting Party or is unable to carry out the above steps for any other reason, the request for the necessary work assignments will be addressed to the next-highest member of the International Court of Justice, who is not a national of any of the Contracting Parties and be able to implement the above actions.

5. The arbitral tribunal shall take decisions by majority vote. Court decisions are final and binding on both Contracting Parties. Each Contracting Party shall bear the costs of its appointed member of the tribunal and of its representatives at meetings of the Court. The cost of the Chairman and other expenses will be shared equally between the Contracting Parties. For all other matters, the arbitral tribunal shall determine the rules of its own work.

Article 10. Applicability of other Regulations

1. If the provisions of national law of the State of either Contracting Party or obligations under international law existing at present or established thereafter between the Contracting Parties in addition to this Agreement contain general or specific rules according to which investments made by investors of the other Contracting State Parties enjoy more favorable treatment than that which is established by this Agreement, such rules shall prevail in relation to this Agreement to the extent in which they are more favorable to the investor.

2. Each Contracting Party shall observe any other obligation with respect to their individual investments investor of the other Contracting Party.

Article 11. Application of this Agreement

The provisions of this Agreement shall apply to all investments made by state investors of either Contracting Party in the territory of the other Contracting Party in accordance with its national law before and after the entry into force of this Agreement, however, shall not apply to any dispute concerning investments which has arisen before the entry into force of this Agreement, or to any of the claims resolved prior to the entry into force of this Agreement.

Article 12. Transparency

1. Each Contracting Party shall promptly publish or otherwise make available to the public a legislation and international agreements that affect mogug investments of investors of one Contracting Party in the territory of the other Contracting Party.

2. The receiving Contracting Party shall have the right to request that a potential investor or the other Contracting Party information on the corporate investor's control of history, as well as its investment activities. The receiving Contracting Party undertakes to ensure the confidentiality of personal information, including information relating to certain investors or investments.

Article 13. Consultations

If necessary, representatives of the Contracting Parties shall consult on any matter affecting the implementation of this Agreement. These consultations will be held at the suggestion of one of the Contracting Parties in a place and time agreed through diplomatic channels.

Article 14. Additions and Changes

By mutual agreement of the Contracting Parties to this Agreement may be amended and supplemented, of separate protocols, which form an integral part of this Agreement and shall enter into force in the manner prescribed in Article 15 of this Agreement.

Article 15. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force thirty (30) days from the date of receipt through diplomatic channels of the last written notification on fulfillment by the Contracting Parties of internal procedures necessary for its entry into force.

2. This Agreement is concluded for a period of ten (10) years and is automatically extended for successive ten-year periods, unless one of the Contracting Parties in writing, no later than twelve (12) months before the expiration of that period, notifies the other Contracting Party through diplomatic channels of its intention to terminate this Agreement.

3. In respect of investments made prior to the termination of this Agreement, the provisions of Articles 1-14 shall remain in force for 10 (ten) years from the date of the notification referred to a paragraph 2 of this article.

In witness whereof the representatives duly authorized thereto, have signed this Agreement.

Done in duplicate in Baku, June 3, 2010, the year in Azerbaijani and Russian languages, both texts being equally authentic.

For the Government of the Republic of Azerbaijan

For the Government of the Republic of Belarus