AGREEMENT ON TRADE IN SERVICES AND INVESTMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES

PREAMBLE

The Government of the Russian Federation and the Government of the United Arab Emirates (hereinafter referred to as the "UAE"), hereinafter being referred to individually as a "Party" and collectively as the "Parties";

RECOGNISING the strong economic and political ties between the Parties, and wishing to strengthen these links through the creation of a free trade area covering services and investments, thus establishing closer and lasting relations;

ACKNOWLEDGING the mutual desire of the Parties to conclude an agreement on trade in services and investment facilitation;

TAKING INTO ACCOUNT the Economic Partnership Agreement between the Eurasian Economic Union and its Member States, of the one part, and the United Arab Emirates, of the other part, of 27 June 2025;

DETERMINED to build on their respective rights and obligations under the GATS and other relevant WTO Agreements, as well as Agreement between the Government of the Russian Federation and the Government of the United Arab Emirates on the promotion and reciprocal protection of investments, of 28 June 2010;

CONSCIOUS of the dynamic and rapidly changing global environment that presents various economic and strategic challenges and opportunities to the Parties;

DETERMINED to eliminate barriers to trade in services and facilitate investment flows between the Parties, lower business costs, enhance economic efficiency and create favourable conditions for greater economic cooperation and mutual benefit;

AIMING to promote transfer of technology and expand trade in services and investment;

CONVINCED that the establishment of a free trade area covering services and investment will provide a more favourable climate for the promotion and development of economic and trade relations between the Parties;

AIMING to establish a clear, transparent, and predictable legal and commercial framework for business planning, that supports further expansion of bilateral trade in services and investment flows;

RECOGNIZING that the promotion of investments will be conducive to stimulating business initiative and increasing prosperity in the Parties;

HAVE AGREED as follows:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

The Parties hereby establish a free trade area covering services and investments, in accordance with Article V of the General Agreement on Trade in Services ("GATS").

Article 1.2. Objectives

The objectives of this Agreement are to liberalise and facilitate trade in services and investments between the Parties in accordance with the provisions of this Agreement. For the purposes of this Agreement:

Article 1.3. General Definitions

1. The term "days" means calendar <lays, including weekends and holidays;

2. The term "direct taxes" means all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, aml laxes on the Lola[amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation;

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

4. The term "IMF" means the International Monetary Fund;

5. The term "Joint Committee" means the Joint Committee established pursuant to Article 6.1 of this Agreement;

6. The term "laws and regulations" means the laws and other regulations of the Russian Federation or the laws and other regulations of the United Arab Emirates;

7. The term "measure" means any measure, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

8. The term "measures by Parties" means measures taken by:

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

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

9. The term "person" means either a natural person or a juridical person;

10. The term "territory" means:

(a) the territory of the Russian Federation, as well as the exclusive economic zone and the continental shelf, adjacent to the outer limits of the territorial sea of the Russian Federation, over which it exercises in accordance with the international law sovereign rights and jurisdiction for the purposes of exploration, exploitation and conservation of natural resources:

(b) the territory of the United Arab Emirates and the airspace above it, as well as areas outside the territorial waters, and the submarine areas over which the United Arab Emirates exercises, in accordance with international law and the law of the United Arab Emirates, sovereign rights or jurisdiction in connection with the exploration or the exploitation of natural resources;

11. The term "WTO" means the World Trade Organization

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

Chapter 2. GENERAL PROVISIONS

Article 2.1. Regional and Local Governments

In fulfilling its obligations and commitments under this Agreement, each Party shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities and by non-governmental bodies within its territory.

Article 2.2. Confidential Information

1. Each Party shall, m accordance with its laws and regulations, maintain the confidentiality of information provided by the other Party pursuant to this Agreement and designated as confidential by the latter Party.

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

Article 2.3. Review of the Agreement

The Parties undertake to review this Agreement, or any of its provisions, or Schedules of Specific Commitments or Lists of MFN Exemptions in the light of further developments in international economic relations, inter alia, within the framework of the WTO, and to examine in this context and in the light of any relevant factor the possibility of further developing and deepening their cooperation under this Agreement and to extend it to areas not covered therein. The Joint Committee may, where appropriate, make recommendations to the Parties, particularly with a view to opening up negotiations. The first such review of the Parties' Schedules of Specific Commitments or Lists of MFN Exemptions shall take place no later than 5 years after the entry into force of this Agreement.

Article 2.4. Cooperation

The Parties shall endeavour lo agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect its operation. The Parties may agree on joint interpretations of the provisions of this Agreement, which shall be binding upon the Parties and arbitration panels established under this Agreement.

Article 2.5. General Exceptions

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on trade in services, nothing in this Agreement shall be construed to prevent the adoption or enforcement by the other Party of measures:

(a) necessary to protect public morals or to maintain public order; (1)

(1) The public order exception may be invoked only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

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

(c) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement including those relating to:

(i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on services contracts;

(ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(iii) safety;

(d) inconsistent with Article 4.6 of this Agreement, provided that the difference in treatment is aimed at ensuring the equitable or effective (2) imposition or collection of direct taxes in respect of services or service suppliers of the other Party;

(2) Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes under paragraph (e) of this Article, include in particular measures taken by a Party under its taxation system which: (i) apply to non-resident service suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the Party's territory; or (iii) aply to non-residents in order to ensure the imposition or collection of taxes om the territory (iv) apply to consumers of services supplied in or from the territory of the other Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the Party's territory; or (v) distinguish service suppliers and investors subject to tax on worldwide taxable items from other service suppliers and investors, in recognition of the difference in the nature of the tax base between them; or (vi) detennine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the Party's tax base. Tax terms or concepts in paragraph (d) of this Article and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the Party taking the measure.

(e) inconsistent with Article 4.4 of this Agreement, provided that the difference in treatment is the result of an agreement on the avoidance of double taxation or provisions on the avoidance of double taxation in any other international agreement or arrangement by which the Party is bound.

Article 2.6. Security Exceptions

Nothing in this Agreement shall be construed:

(a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or

(b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to the traffic in arms, ammunition and implements of war and lo such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;

(ii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iii) relating to fissionable and fusionable materials or the materials from which they are derived;

(iv) taken in time of war or other emergency in international relations; or

(c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Chapter 3. INVESTMENT FACILITATION

Article 3.1. Russian Federation-UAE Bilateral Investment Treaty

The Parties reaffirm the Agreement between the Government of the Russian Federation and the Government of the United Arab Emirates and the Protocol thereto, signed at Moscow on 28 June 2010 ("Agreement between the Government of the Russian Federation and the Government of the United Arab Emirates on the Promotion and Reciprocal Protection of Investments"). The Parties also reaffirm their willingness to improve the Agreement between the Government of the Russian Federation and the Government of the United Arab Emirates on the Promotion and Reciprocal Protection of Investments.

Article 3.2. Investment Facilitation Arrangements

Both Parties agree that until the date of its entry into force the investment Facilitation for Development Agreement (as reflected in WTO document INF /IFD/W /5 5), except Articles 11, 27-36, 39, 44 and 45 of the Investment Facilitation for Development Agreement, shall apply between the Parties in respect of the matters covered by Article 2 of the Investment Facilitation for Development Agreement.

Article 3.3. Technical Council

The Parties shall establish a Russian Federation-United Arab Emirates Council on Investment ("the Council"), which shall be composed of representatives of both Parties. From the Russian Federation side, it will be chaired by Deputy Minister of Economy: Development of the Russian Federation or his representative. The Council may establish working groups as the Parties deem necessary and from the United Arab Emirates side it will be chaired by an Undersecretary of the Ministry of Investment of the United Arab Emirates or his representative.

Article 3.4. The Work of the Council

1. The objectives of the Council are as follows:

(a) to monitor investment relations, to identify opportunities for expanding investments, and to identify issues relevant to investments that may be appropriate for negotiations in an appropriate forum;

(b) to consult on the means to promote and enhance the economic cooperation, including the investment flows between the Parties;

(c) to identify and work toward the removal of impediments to bilateral investment flows; and

(d) to seek the views of the private sector, where appropriate, on matters referred to in subparagraphs (a)-(c) of this paragraph.

2. The Council shall meet at such times and venues as agreed by the Parties shall endeavor to meet no less than once per year. A Party may refer a specific investment matter to the Council by delivering a written request to the other Party that includes a description of the matter concerned. The requesting Party will compile the agenda of the meeting and send it to the other Party for comment and approval. The Council shall take up the matter promptly after the request is delivered

unless the requesting Party agrees to postpone discussion of the matter.

Article 3.5. Non-Application of Dispute Settlement

This Chapter shall not be subject to Chapter 5 of this Agreement.

Chapter 4. TRADE IN SERVICES

Article 4.1. Definitions

For the purposes of lhis Chapler:

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

2. The term "aircraft repair and maintenance services" means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and does not include so-called line maintenance;

3. The term "airport operation and management services" means the supply of air terminal, airfield and other airport infrastructure operation services. Airport operation services do not include air navigation services;

4. The term "commercial presence" means any type of business or professional establishment, including through:

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

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

5. The term "computer reservation system (CRS) services" means services provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

6. The term "ground handling services" means the supply at an airport of the following: airline representation, administration and supervision; passenger handling, luggage handling, air cargo and mail handling, fuelling of an aircraft, aircraft servicing and cleaning; surface transport; and flight operations, crew administration and flight planning. Ground handling services do not include catering; ramp services; self-handling; security; line maintenance; aircraft repair and maintenance; or management or operation of essential centralised airport infrastructure such as handling systems, and fixed intra-airport transport systems;

7. The term "juridical person" means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

8. The term "juridical person of a Party" means a juridical person which is either:

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

(i) of that Party, or

(ii) of any third country provided that it is owned or controlled by persons of that Party; or

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

(i) natural persons of that Party; or (ii) juridical persons of that other Party identified under subparagraph (n) of this paragraph;

9. A "juridical person" is:

(a) "owned" by persons of a Party if more than 50 percent of the equity interest in it is beneficially owned by persons of that Party;

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

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

10. The term "measures by Parties" means measures taken by:

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

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

11. The term "measures by Parties affecting trade in services" includes measures in respect of

(a) the purchase, payment or use of a service;

(b) the access to and use of in connection with the supply of a service, services which are required by a Party to be offered to the public generally; and

(c) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;

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

13. The term "natural person of a Party" means:

(a) in respect of the Russian Federation: a national of the Russian Federation under its laws and regulations;

(b) in respect of the UAE:

(i) a national of the UAE under its laws and regulations; or

(ii) a permanent resident of the UAE who is a national of a WTO Member and who holds a valid "Golden Visa" under UAE's laws and regulations;

14. The term "person" means either a natural person or a juridical person;

15. The term "sector of a service" means:

(a) with reference to a specific commilmeul, one or more, or all, subseclors of that service, as specified in a Parly's Schedule; or

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

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

17. The term "services" includes any service in any sector except services supplied in the exercise of governmental authority;

18. Tlte term "service consumer" means any person that receives or uses a service;

19. The term "service of the other Party" means a service which is supplied:

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

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

20. The term "service supplier" means any person that seeks to supply or supplies a service (3),

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

21. The term "supply of a service" includes the production, distribution, marketing, sale and delivery of a service;

22. The term "trade in services" is defined as the supply of a service:

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

(b) in the territory of a Parly lo the service consumer of the other Party;

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

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

23. The term "traffic rights" means the right for scheduled and non-scheduled services to operate and/or to carry passengers, cargo and mail for remuneration or hire from, to, within, or over the territory of a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership, and control.

Article 4.2. Scope

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

2. This Chapter shall not apply to:

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

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

(i) aircraft repair and maintenance services;

(ii) the selling and marketing of air transport services;

(iii) computer reservation system (CRS) services;

(iv) airport operation and management services; or

(v) ground-handling services;

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

(d) subsidies, grants and other forms of State support, including access to the financial and other material resources of the State, government-supported loans, guarantees or insurances.

3. Nothing in this Chapter shall prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to the other Party under the terms of a specific commitment. (4)

(4) The sole fact of requiring a visa for natural persons of a certain country and not for those of others shall not be regarded as nullifying or impairing benefits under a specific commitment.

Article 4.3. Schedules of Specific Commitments

1. Each Party sets out, and in case of the negotiations on review or modification of Schedules of Specific Commitments shall set out, in its Schedule of Specific Commitments, the specific commitments it undertakes in :accordance with Articles 4.5, 4.6, and 4.7 of this Agreement. With respect to sectors where such commitments are undertaken, each Schedule of Specific Commitments shall specify:

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

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

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

2. Measures inconsistent with both Articles 4.5 and 4.6 of this Agreement shall be inscribed in the column relating to Article 4.5 of this Agreement. In this case, the inscription will be considered to provide a condition or qualification to Article 4.6 of this Agreement as well.

3. The Parties' Schedules of Specific Commitments are set forth in Annex I to this Chapter.

Article 4.4. Most-Favoured Nation Treatment

1. Except as provided for in its List of MFN Exemptions contained in Annex II to this Chapter, a Party shall accord immediately and unconditionally, in respect of all measures affecting trade in services, to services and service suppliers of the other Party treatment no less favourable than that it accords to like services and service suppliers of any third country.

2. The obligations of paragraph 1 of this Article shall not apply to:

(a) treatment granted under existing or future agreements concluded under Article V or V bis of the GATS;

(b) treatment granted pursuant to Article VII of the GATS;

(c) treatment granted by the UAE to services and service suppliers of the GCC Member States under the GCC Economic Agreement and treatment granted by the UAE under the Greater Arab Free Trade Area (GAFTA);

(d) treatment granted by the Russian Federation to the Member States of the Commonwealth of Independent States (CIS).

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

4. If, after the entry into force of this Agreement, a Party enters into an agreement referred to in suhparagraph (a) of paragraph 2 of this Article with a third country, it shall negotiate, upon request by the other Party, the incorporation into this Agreement of a treatment no less favourable than that provided under such agreement with the third country.

Article 4.5. Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services" contained in Article 4.1 of this Agreement, each Party shall accord to services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments. (5)

(5) If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (a) contained in paragraph 22 of Article 4.1 of this Agreement and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (c) contained in paragraph 22 of Article 4.1 of this Agreement, it is thereby committed to allow related transfers of capital into its territory.

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

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

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

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas of the requirement of an economic needs test; (6)

(6) This subparagraph does not cover measures of a Party which limit inputs for the supply of services.

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

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

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

Article 4.6. National Treatment

1. With respect to the services sectors inscribed in its Schedule of Specific Commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers. (7)

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

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

Article 4.7. Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 4.5 and 4.6 of this Agreement, including those regarding qualification, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of Specific Commitments.

Article 4.8 Modification of Schedules

1. The Schedules of Specific Commitments set out in Annex I to this Chapter may be modified by mutual written consent of the Parties. 7 Specific commitments assumed under this Article shall not be construed to require either Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

2. Upon written request by a Party, the Parties shall hold consultations to consider any modification to its Schedule of Specific Commitments. Such consultations shall be held within three months after the requesting Party made its request. When a Party proposes a modification of its Schedule of Specific Commitments that results in withdrawal of any of the commitments undertaken therein, in the course of consultations the Parties shall aim to ensure that a general level of mutually advantageous commitments no less favourable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations is maintained

Article 4.9 Transparency 1. Each Party shall publish promptly and, except in emergency situations, at the latest by the time of their entry into force, all relevant measures of general application which pertain to or affect the operation of this Chapter. International agreements pertaining to or affecting trade in services to which a Party is a signatory shall also be published. 2. Where publication as referred to in paragraph l of this Article is not practicable, such information shall be made otherwise publicly available. 3. Each Party shall respond within a reasonable period of time to specific questions and provide, upon request, information to the other Party on matters referred to in paragraph 1 of this Article, in accordance with its laws and regulations. 4. Any notification, request or information under this Chapter shall be provided to the other Party through its contact point.

Article 4.10 Domestic Regulation 1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general upplicalion aifocling trade in services arc administered in a reasonable, objective and impartial manner. 2. (a) Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, on request of an affected service supplier, for the prompt review of, and where justified, appropriate remedies for administrative decisions affecting trade in services. Where such procedures are not independent of the agency

entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review. (b) The provisions of subparagraph (a) of this paragraph shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

16 3. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, in sectors where specific commitments are undertaken, the Parties shall ensure that such measures: (a) are based on objective and transparent criteria, such as competence and the ability to supply the service; (b) are not more burdensome than necessary to ensure the quality of the service; (c) in the case of licensing procedures, are not in themselves a restriction on the supply of the service; (d) in the case of the procedures, are impartial, and that the procedures are adequate for applicants to demonstrate whether they meet the requirements, if such requirements exist; (e) in the case of the procedures, do not in themselves unjustifiably prevent the fulfilment of requirements; and (f) do not discriminate between men and women. 8 4. Where authori~ation i~ required for the ~upply of rt ~et vic("l in se(:l<11s whc~tt-: t,ptdftl: commitments are undertaken, in addition to Article 4.9 of this Agreement, each Party shall promptly publish or otherwise make publicly available in writing, the information necessary for services suppliers of the other Party to comply with the requirements and procedures for obtaining, maintaining, amending and renewing such authorisation. Such information shall include, inter alia, where it exists: (a) requirements and procedures; (b) contact information of the relevant competent authonttes; (c) fees; (d) technical standards; (e) procedure for appeal or review of decisions concerning an application; (f) procedures or monitoring or enforcing compliance with the terms and conditions of licenses or qualifications; (g) opportunities for public involvement, such as hearings or comments; and (h) indicative timeframes for processing an application. 5. Where authorisation is required for the supply of a service in sectors where specific commitments are undertaken, each Party shall ensure that its competent authorities: 8 Differential treatment that is reasonable and objective, and aims to achieve a legitimate purpose, and adoption by the Parties of temporary special measures aimed at accelerating de facto equality between men and women, shall not be considered discrimination for the purposes of this provision.

17 (a) at the request of the applicant, provide without undue delay information concerning the status of the application; (b) ascertain without undue delay the completeness of an application for processing under the Party's laws and regulations; (c) if a r.ompetent authority consi<lers an applic-ation romplete for proressing under that Party's laws and regulations9 within a reasonable period of time after the submission of the application and no later than provided for in such laws and regulations, competent authority shall ensure that: (1) the processing of the application is completed~ and (ii) the a��licaut is iufonnetl of the decision corwerning the application, 10 to lhe exlenl possible in writing. 11 (d) if a competent authority considers an application incomplete for processing under that Party's laws and regulations, within a reasonable period oftime: (i) inform the applicant that the application is incomplete; (ii) ul lht:, ret1utlsl of lho upplicunl, itlonlify ull ud<liliom1l information roquirod to complete the application, or otherwise provide guidance on why the application is considered incomplete; and (iii) provide the applicant with the opportunity to provide the additional information that is required to complete the application. (e) if an application is denied, to the extent possible, inform the applicant in writing and without delay on the reasons for such action and, if applicable, the procedures for resubmission of an application; an applicant should not be prevented from submitting another application12 solely on the basis of a previously rejected application. The applicant shall have the possibility of resubmitting, at its discretion, a new application. 6. In determining whether a Party is in conformity with the obligation under paragraph 3 of this Article, account shall be taken of international standards of relevant international 01gmiiSdlio11s13 a1>vli<;tl by ll1al ra,ly. 7. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party. 9 Competent authorities may require that all information is submitted in a specified format to consider it "complete for processing". 1 Competent authorities may meet this requirement by informing an applicant in advance in writing, including through a published measure, that lack of response after a specified period of time from the date of submission of an application indicates acceptance of the application or rejection of the application. 11 The term "in writing" may include in electronic form. 12 Competent authorities may require that the content of such an application has been revised. 13 The term "relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of the Parties to this Agreement.

18 8. Where authorisation is required for the supply of a service in sectors where specific commitments are undertaken, each Party shall ensure that the authorisation fees 14 charged by its competent authorities are reasonable, transparent, based on authority set out in a measure, and do not in themselves restrict the supply of the relevant service. Article 4.11 Recoguitiou 1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorisation, licensing or ce1tification of service suppliers, an<l subJcct to the 1equirerneuts of paragraph 3 of this Article, a Party may recognise, or encourage its relevant competent bodies to recognise. the education or experience obtained, requirements met, or licences or certifications granted in a particular country. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement with the country concerned or may be accorded autonomously. 2. The Party that is a party to an agreement or arrangement of the type referred to in pu1ugwpli 1

(1f this A1tk-k shall afford the other Party a(l~(tUat~ tipportunity to n~gotinte its accession to such an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that the education, experience, licences or certifications obtained or requirements met in that other Party's territory should also be recognised. 3. A Party shall not accord recognition in a mauuer which would constitute a means of discrimination between countries in the appli"ation of its standards or criteria for the authorisation, licensing or certification of service suppliers, or a disguised restriction on trade in services. 4. The Parties agree to encourage, where possible, the relevant bodies in their respective territories responsible for recognition of qualifications to: (a) strengthen cooperation and to explore possibilities for mutual recognition of respective qualifirntions: nnd (b) exchange information on standards and criteria for licensin~ and certification with respect to service sectors of mutual interest to the Parties. 5. On request by the other Party, a Party shall promptly provide information, including appropriate descriptions, concerning any recognition agreement or arrangement that the Patty or relevant bodies in its territory has concluded. 14 Authorisation fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

Article 4.12 Legalisation of Documents 19 The Parties shall enhance the cooperation between their competent authorities, including through exchange of information, on the issues related to the procedures and requirements pertaining to the legalisation of documents necessary for the supply of services covered by this Agreement. Article 4.13 .Financial Services lu tese<.;t of f111a11dul set vkcs, lhc Atuwx 011 Financial Services of the UAI'S is hereby incorporated into and made part of this Chapter. Article 4.14 Cooperation in Transport and Logistics Services Sector 1. Tlte Parties shall fadlilate provision of non-discriminatory access by service suppliers of the Parties to the port infrastructure and other related infrastructure that is owned or controlled by the State. 2. Tlte Patties sl1dl1 wotJetale lo <,;tt:att: lHU1StJ01t a11d loglslks complexes for the processing and consolidation of transit, export and import cargoes by services suppliers and investors of the Parties. ::l. The Parties shall cooperate, bilt1Lt:1ully aud (01) i11 1ckva11l, i11dudi11g 1egiuual, settings, on the development of the international transport corridor "North-South". Article 4.15 Payments and Transfers l. Except under the circumstances envisaged in Article 4.16 of this Agreement, a Party shall not apply restrictions on international transfers and payments for current transactions relating to trade in services between the Parties. 2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 4.16 of this Agreement or at the request of the International Monetary Fund.

20 Article 4.16 Restrictions to Safeguard the Balance-of-Payments 1. In the event of serious balance-of-payments and external financial difficulties or threat thereof, a Party may adopt and maintain restrictions on trade in services, including on payme11Ls or lransfers for transactions related to specific commitments. 2. The restrictions referred to in paragraph 1 of this Article: (a) shall not discriminate the other Party compared to other WTO Members; (b) shall be consistent with the Articles of Agreement of the international Monetary 1'"und; (c) shall avoid unnecessary damage to the commercial, er.onomic an<l financial interests of the other Party; (d) shall not exceed those necessary to deal with circumstances described in paragraph 1 of this Article; (e) shall be temporary and be phased out progressively as the situation specified in pmagraph 1 of this Article improves. 3. The Party introducing a restriction under paragraph 1 of this Article shall promptly inform the other Party of such measure. 4. In determining the incidence of such restrictions, the Parties may give priority to the sectors of its economy which are more essential to their economic or development programmes. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular sector. Article 4.17 Monopolies and Exclusive Service Suppliers 1. Each Party shall ensure that any monopoly supplier of a service in its territory does uut, iu tliti suly uf tha mouopoly !Jerviue in the relevant murk.cl, uct in u munncr inconsistent with that Party's obligations under Article 4.4 of this Agreement and its specific commitments. 2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments. 3. If a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraph 1 or 2 of this Article, it may request the

21 other Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations. 4. The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect: (a) authorises or establishes a small number of service suppliers; and (b) substantially prevtluls competition umong those suppliers in its territory. Article 4.18 Business Practices 1. The Parties recognise that certain business practices of service suppliers, other than those falling under Article 4.17 of this Agreement, may restrain competition and thereby restrict trade in services. 2. Each Party shall, at the request of the other Party, enter into consultations with a view to eliminating practices referred to in paragraph 1 of this A1ticle. The Pa1ty addressed shall accord full and sympathetic consideration to such a request and shall cooperate thrnugh the supply of publicly available non-confidential information of

relevance to the matter in question. The Party addressed shall also provide other information available to the requesting Party, subject to its laws and regulations and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party. Article 4.19 Denial of Benefits A Party may deny the benefits of this Chapter in the case of the supply of a maritime transport service, if it establishes that the service is supplied: (a) by a vessel registered under the laws of a third cotmtry, and (b) by a person which ope1ates a11d/01 u.ses !lie vess(:)l iu wlwltl 01 i11 pmt Lut whid1 is of u third country. Article 4.20 Annexes The following Annexes form an integral part of this Chapter: (a) Annex I (Schedules of Specific Commitments) (b) Annex II (MFN Exemptions) (c) Annex III (Telecommunications Services)

Chapter 5. DISPUTE SETTLEMENT

Article 5.1 Objective 22 The objective of this Chapter is to provide the Parties with a dispute settlement mechanism that aims at achieving, where possible, mutually agreed solutions. For the purposes of this Chapter: Article 5.2 Definitions 1. The term "chairperson" means the arbitrator who serves as the Chair of the panel; 2. The: l<:un "comvlaluiug rnty .. rnea11s a Pa1ly lo have flle<.l a 1e<.1ue~:l fo1 cfo:pule settlement proceedings under this Chapter; 3. The term "disputing Parties" means both the complaining Party and the respondent Party; 4. The term "DSU" means the Understanding on Rules and Procedures Governing the Settlement of Disputes in Annex 2 to the WTO Agreement; 5. The term "panel" means an arbitration panel established pursuant to Article 5.8 of this Agreement; 6. The term "proceeding" means an arbitration proceeding; 7. The term "respondent Party" means a Party to have received a request for dispute settlement proceedings under this Chapter. Article 5.3 Scope of Application 1. This Chapter shall apply with respect to the settlement of any dispute between the Parties concerning the interpretation and application of the provisions of this Agreement (hereinafter referred to as "covered provisions"), where a Party considers that the other Party is in violation of any provision of this Agreement, unless otherwise provided for in this Agreement. 2. This Chapter shall not cover non-violation complaints or complaints related to the existence of any other situation.

Article 5.4 Contact Points 23 1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter. 2. Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point. A1ticlc 5.5 Request for Information Before a request for consultations, good offices, conciliation or mediation is made pursuant to Articles 5 .6 or 5. 7 of this Agreement respectively, a Party may request in writing any relevant information with respect to a measure at issue. The Party to which that request is made shall make all efforts to provide the requested information in a written response to he submitted no lute1 tliuu 45 <luys uil<.:1 llic <lllt<.: uf 1ccdJJL uf Lhc H:4uesl. Article 5.6 Consultations 1. The Parties shall endeavour to resolve any dispute referred to in Article 5.3 of this Agreement by entering into consultations in good faith with the aim of reaching a mutually agreed solution. 2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable. 1. The Parly lo which the request for r.onsultations is made shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall bo hold within 30 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 60 days of the date of receipt of the request, unless the Parties agree otherwise. 4. Consultations on matters of urgency shall be held within 15 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 30 days unless the Parties agree otherwise. 5. During consultations each Party shall make all efforts to provide relevant information so as to allow a complete examination of the measure at issue including how that measure is affecting the operation and application of this Agreement.

24 6. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings. 7. Consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties agree otherwise, consultations, if held in person, shall lake place in the territory of the Party to which the request is made. Article 5.7 Good Offices, Conciliation or Mediation 1. The Parties may at any time agree to enter into procedures for good offices, conc1hat10n or mediation. They may begin at any time, and be terminated by either Party at any time. 2. Proceedings involving good offices, conciliation or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further pror.r.ectings under this Chapter or any other proceedings before a forum sclcclcc.l by the Parties. 3. If the Parties agree, procedures for good offices, conciliation or mediation may continue while the panel procedures proceed. Article 5.8 Establishment of a Panel 1. Tho complaining Patty may request the establishmenl of a panel by way of written notification to the respondent Party if: (a) the respondent Party does not reply to the request for consultations in accordance with paragraph 4 of Article 5.6 of this Agreement; (b) the consultations are not held within the timeframes laic.1 Jowu iu a1ag1aplts J au<l 4 of Article 5.6 of this Agreement; or (c) the consultations fail to settle a dispute. 2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party and shall identify the measure at issue and indicate the factual basis of the complaint and the legal basis specifying the relevant covered provisions in a manner sufficient to present the problem clearly. Article 5.9 Composition of a

Panel

25 1. Unless the Parties agree otherwise, a panel shall consist of three panelists, and each panelist shall not fall under any of the following criteria: (a) being a national of a Party; or (b) having usual place of residence in the territory of a Party. 2. Within 40 days after the request for the establishment of a panel is made in accordance with Article 5.8 of this Agreement, each Party shall appoint a panelist. The appointed panelists shall, by common agreement, appoint the third panelist, who shall serve as the chairperson of the panel, within 60 days after the appointment of the second of them. The disputing Parties shnll, no Inter thnn 20 days after the designation of the third pnnclist, approve or disapprove the appointment of that panelist, who shall, if approved, act as the chairperson of the panel. J. If either Pruty fails to appoint a panelist withiu the ve1iu<l estaulislie<l iu va1agra&#xfffd;h 2 uf this Article, the other Party, within a period of 20 days, may request the Secretary-General of the Permanent Court of Arbitration (PCA) to appoint the unappointed panelists within 20 days of that request. 4. Where the chairperson has not been appointed within the periods specified in this Alticle, or where any Party has disapproved the des1gnat1on of the chall'person under paragraph 3 of this Article, any disputing Party may, within 45 days of the period within which the appointment should be made, request the Secretary General of the PCA to appoint the chairperson. This appointment shall be final. 5. If the Secretary-General of the PCA is a national of a Party or is incapable to realise this appointing function the officer next in seniority who is not a national of a Party and who is capable to realise this appointing function shall be requested to make the necessary appointments. 6. The date of establishment of the panel shall be the date on which the last of the three selected panelists has notified to the Parties the acceptance of his or her appointment. 1. Rach panelist shall: Article 5.10 Requirements for Panelists (a) have demonstrated expertise in law, international trade, and other matters covered by this Agreement; (b) be independent of, and not be affiliated with or take instructions from, either Party; (c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute; (d) comply with the Code of Conduct established in Annex IV to this Agreement. 2. The chairperson shall also have experience in dispute settlement procedures.

26 3. Persons who provided good offices, conciliation or mediation to the Parties, pursuant to Article 5.7 of this Agreement in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panelists in that matter. Article 5.11 Replacement of l'anelists If any of the panelists of the original panel becomes unable to act, withdraws or needs to be replaced because that panelist does not comply with the requirements for panelists referred to in Article 5.10 of this Agreement. a successor panelist shall be appointed in the same manner as prescribed for the appointment of the original panelist under Article 5.9 of this Agreement and the successor shall have the powers and duties of the original panelist and the work of the panel shall be suspended during the appointment of the successor panelist. Article 5.12 Functions of the Panel Unless the Parties otherwise agree, the panel: (a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity of the measure at issue: with the: rove:re:ct provisions; (b) shall set out, in its decisions and reports, the findings of fact, the applicability of relevant provisions of the Agreement and the rationale behind any findings and recommendations that it makes; and (c) shall determine at the request of a disputing Party the conformity of any implementing measures and/or relevant suspension of concessions or other obligations with its final report; (d) should consult regularly wilh the Parties and provide adequate opportunities for the development of u mutuully ugreed solution. Article 5.13 Terms of Reference I. Unless the Parties otherwise agree within 15 days after the date of establishment of the panel, the terms of reference of the panel shall be: "to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings on the conformity of the measure at issue with the relevant covered provisions of this

27 Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 5.18 and 5.19 of this Agreement." 2. If the Parties agree on other terms of reference than those referred to in paragraph 1 of this Article, they shall notify the agreed terms of reference to the panel no later than 5 days after their agreement. Article 5.14 Rules of Interpretation The panel shall inlerprel Lhe covered prov1s1ons in accordance with customary rules of interpretation of public international law. Article 5.1 S Procedures of the Panel 1. lJn[t,::;s th(.'l Parties otherwise agreei, the lJftllel slu1ll follnw tliti modeil Rul,~s (l(' Procedure set out in Annex V to this Agreement. 2. There shall be no ex parte communications with the panel concerning matters under its consideration. 3. The deliberations of the panel and the documents submitted to it shall be kept confidential. 4. As a general rnle, A disputing Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the hurden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies. 5. The panel should consult with the Parties as appropriate and provide adequate opporlunities for the development of a mutually agreed solution. 6. The pnnel shnll mnke its decisions, including its rcpo1 ts by co11scnws, Lut if co11sc11wt is not possible then by majority vote. Any panelist may furnish separate opinions on matters not unanimously agreed, and such separate opinions shall be anonymous and not be disclosed to the public. 7. Prompt compliance with the panel report is essential in order to ensure the effective resolution of the dispute. Article 5.16 Suspension and Termination of the Panel Proceedings

28 If complaining Party so requests, the panel shall suspend for a period not exceeding 12 consecutive months. In the event of a suspension of the work of the panel, the relevant time periods under this Chapter shall ﷺbe extended! by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of complaining Party. If the work of the panel has been suspended for more than l?.. consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated. Article 5.17 Receipt of Information 1. On its ovm initiative, if it is agreed hy the disputing Parties, or upon the request of a disputing Party the panel may seek from the Parties relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information. 2. On its own initiative, if it is agreed by the disputing Parties, or upon the request of a disputing Party thr. panr.1 may seek from any source any information it considers app1oﷺlittle. The panel also has the right to seek the opinion of experts, as it considers appropriate and if it is agreed by the disputing Parties, and subject to any terms and conditions agreed by the Parties, where applicable. 3. On its own initiative, if it is agreed by the disputing Parties, or upon the request of a disputing Party the panel may seek information and technical advice from any individual or body that it deems appropriate, provided that the Parties agree and subject to such terms and r.onditions as th~ Parties agree. The panel shall provide the Parties with any information so obtained for comment. 4. Any information obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information. Artklc 5.18 lutcrhn Report 1. The panel shall deliver un interim report to the Parties within 90 days after the date of establishment of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. Under no circumstances shall the delay exceed 90 days after the deadline. The interim report shall not be made public. 2. The interim report shall set out a descriptive part and the panel's findings and conclusions.

29 3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim report within 15 days of the date of issuance of the interim report. A Party may comment on the others Party's request within 10 days of the delivery of the request. 4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate. Article 5.19 Final Re.port 1. The panel shall deliver its final report to the Parties within 140 days of the date of establishment of the panel. When the panel considers that this deadline carmot be mel, lhe chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. Under no circumstances shall the delay exceed 60 days after the deadline. 2. The final report shall include a discussion of uny written comments und requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which its findings and recommendations could be implemented. 3. In its findings and recommendations, the panel cannot add to or diminish the rights and obligations provided in this Agreement. 4. The final reporl shall not be made public, unless the Parties otherwise agree. Article 5.20 Implementation of the Final Report 1. Where the panel finds that the respondent Party has acted inconsistently with a covered provision, the respondent Party shall take any measure necessary to comply promptly and in good faith with thfl findingF: nnct rncomm~ndations in th0 final r0port 2. The respondent Party shall promptly comply with the ruling of the panel. If it is impracticable to comply immediately, the respondent Party shall, no later than 30 days after the delivery of the final report, notify the complaining Party of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report.

30 Article 5.21 Reasonable Period of Time for Compliance 1. If the Parties have not agreed on the length of the reasonable period of time, the complaining Party shall, no later than 20 days after the date ofreceipt of the notification made by the respondent Party in accordance with paragraph 2 of Article 5.20 of this Agreement request in writing tho original panol to dotonniuo tho lougU1 of Lhe reasonable period of lime. If the original panel is not available such proceedings shall be carried by the new panel to be composed in accordance with A11icle 5.9 of this Agreemcul. The rc(-iucsl lo tlclcrminc the length of the reasonable period of time shall he n0tifie<l simnltnne0nsly to the respondent Party. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties. 2. The original panel shall deliver its decision to the Parties within 45 days from the relevant request. 3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Pa11ies. Article 5.22 Compliance Review I. The respondent Party shall deliver a written notification of its progress in complying with the final report to the complaining Party at least 60 days before the expiry of the reasonable period of time for compliance with the final report, unless the Parties otherwise agree. 2. The respondent Party shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the complaining Party of any measure that it has taken to comply with the final report. 3. The respondent Pa11y shall include in the notification a description of the measure that it has taken lo comply with the final report to allow the complaining Party to assess the measure, as well as the date the measure comes into effect, and the text of the measure, if any. 4. Where the Parties disagree on the existence of measures taken to comply with the final report, or their consistency with the covered provisions, the complaining Party may request in writing the original panel to decide on the matter before compensation can be sought or suspension of benefits can be applied in accordance with subparagraph (c) of paragraph I of Article 5.23 of this Agreement. If the original panel is not available such proceedings shall be carried by

the new panel to be composed in accordance with Article 5.9 of this Agreement. The request to decide on the existence of measures taken to comply with the final report, or their consistency with the covered provisions shall be notified simultaneously to the respondent Party.

31 5. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why the measures taken by the respondent Party fail to comply with the final report. 6. The panel shall deliver its decision to the Parties within 60 days of the date of submission of the request. Article 5.23 Compensation and Suspension of Concessions or Other Obligations 1. The respondent Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on mutually satisfactory compensation or any alternative arrangement: (a) if the respondent Party fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time; or (b) if the respondent l'a1ty notifies the complaining Pruty in writing that it is not possible to t,omvl.v with the. filwl 1e◆o1l willii11 ll1t 1c:uso1mbk petlo<l of Litne. <11 (c) if the panel finds that no measure taken to comply exists or that the measure taken to comply with the final report as notified by the respondent Party is inconsistent with the covered provisions. 2. If the Parties fail to reach a mutually satisfactory compensation or any alternative arrangement within 20 days after the date of receipt of the request made in accordance with paragraph 1 of this Article, the complaining Party may deliver a written notification to the respondent Patty that it intends lo suspend the application of concessions or other obligations w1c.ler this Agreement. The notification shall specify the level of intended suspension of concessions or other obligations. 3. The complaining Party may begin the suspension of concessions or other obligations referred to in the preceding paragraph 20 days after the date when it served notice on the respondent Party unless the respondent Party made a request under paragraph 7 of this Artirle 4. The suspension of concessions or other obligations: (a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the respondent Party to comply with the final report; and (b) shall be restricted to concessions accruing to the respondent Party under this Agreement. 5. In considering what concessions or other obligations to suspend in accordance with paragraph 2 of this Article, the complaining Party shall apply the following principles:

32 (a) the complaining Party should first seek to suspend the concessions or other obligations in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement; (b) the complaining Party may suspend concessions or other obligations in other sectors, if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s). The communication in which it notifies such a decision shall indicate the reasons 011 which il is based. 6. The suspension of concessions or olher obligations or the mutually satisfactory compensation or any alternative arrangement shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions has been removed, or until the Parties have reached a mutually agreed solution pursuant to Article 5.27 of this Agreement. 7. If the respondent Party considers that the suspension of concessions or other obligations does not comply with paragraphs 4 and 5 of this Article, that Party may request in writing the original panel to examine the matter no later than 15 days after the date of receipt of the notification referred to in paragraph 2 of this Article. If the original panel is not availabl~ snoh proceedings sltall bt. ta11ied uul 1.,y lhc 11cw lJUHd to l,<.; l:OIHlJO.!it:<l iJ1 accordance with Article 5.9 of this Agreement. The request to examine the compliance of the suspension of concessions with paragraphs 4 and 5 of this Article shall be notified simultaneously to the complaining Pa1ty. The original panel shall notify to the Parties its decision on the matter no later than 30 days of the receipt of the request from the respondent Party. Concessions or other obligations shall not be suspended until the panel has delivered its decision. The suspension of concessions or other obligations shall be consistent with this decision. Article 5.24 Review of any Measure Taken to Comply After Compensation and Suspension of Concessions 1. Upon the notificatiou 1.,y the respom.ieut Parly to lhe complaining Party of the measure taken to comply with the final report: (a) in a situation where the right to suspend concessions or other obligations has been exercised by the complaining Party in accordance with Article 5.23 of this Agreement, the complaining Party shall terminate the suspension of concessions or other obligations no later than 3 0 days after the date of receipt uf the notification, with the exception of the cases referred to in paragraph 2 of this Article; or (b) in a situation where necessary compensation has been agreed, the respondent Party may terminate the application of such compensation no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2 of this Article.

33 2. If the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 of this Article is consistent with the relevant covered provisions within 30 days after the date of receipt of the notification, the complaining Party shall request in writing the original panel to examine the matter. That request shall be notified simultaneously to the respondent Party. The decision of the panel shall be notified to the Parties no later than 60 days after the date of submission of the request. If the panel decides that the measure notified in accordance with paragraph 1 of this Article is consistent with the relevant covered provisions, the suspension of concessions or other obligations, or the application of the compensation shall he: te:rminate:<l n0 late:r than l 'i <lays afte:r the: <late: 0f th~ decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of concessions or other obligations, or of the compensation, shall be: adopted in light of the dt1l:isiu11 of the p,mt.11. Article 5.25 Choice of Forum 1. If a dispute with regard to a particular measure arises under this Agreement and the WTU

Ag1tt111t11t, the 1'111l1es rnuy ug1ee UJJOH the fo1u111 lo settle.: the Jisvute. If the Pa1lies fail to agree upon the forum, the complaining Party may select the forum for settlement of the dispute. 2. In case a Party initiates a dispute in respect to a particular measure of the other Party, under the provisions of this Chapter, such Party shall not submit same dispute under the DSU. 3. In case a Party initiates a dispute in respect to a particular measure of the othe1 Patty, under the provisions of the DSU, such Party shall not submit same dispute under this Chapter. 4. lf a Party has initiated dispute settlement proceedings under this Chapter or wider the DSU, the Parties may agree to select the other forum in the course of the dispute proceedings. 5. For the purpose of paragraphs 2 and 3 of this Article: (a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Pa11y requests the establishment of a panel in accor<larn.:e with Article 5.8 of this Agreement; (b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU. Article 5.26 Costs

34 1. Unless the Parties otherwise agree, the costs of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the disputing Parties. 2. Each Party shall bear its own expenses and legal costs in the panel proceedings. Article 5.27 Mutually Agreed Solution 1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in A1ticle 5 .3 of this Agreement. 2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify about that solution to the chairperson of the panel. Upon such notification, the panel shall be terminated. 3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed Lime period. '' No later thnn nt the expiry of the agreed time period, the implementing Purty shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution. Article 5.28 Time Periods 1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act to which they refer. 2. Any time period referred to in this Chapter may be adjusted by mutual agreement of the disputing Parties. Article 5.29 Rules of Procedure and (;ode of Conduct 1. The panel shall be guided by Annex V to this Agreement unless after consulting with the disputing Parties, the panel otherwise decides upon request of either disputing Party. 2. The Rules of Procedure for the panel and the Code of Conduct for panelists and others engaged in dispute settlement proceedings under this Agreement may be adjusted by mutual agreement of the disputing Parties.

Chapter 6. ADMINISTRATION OF THE AGREEMENT

Article 6.1 Joint Committee 35 I. The Parties hereby establish a Joint Committee comprising representatives of each Party. 2. The Joint Committee shall meet within one year from the entry into force of this Agreement in Russia or the UAE ulternatoly, uuloss tlw Pmtios utliorwiso agroo. The Joint Committee shall l>e co-d1aire<l by Ministerial-level officials from both Parties or their designated representatives. Thereafter, it shall meet every two years unless the Parties otherwise agree, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties. 3. The Joint Committee shall also hold special sessions without undue delay from the date of a request thereof from either Party. 4. The functions of the Joint Committee shall be as follows: (a) to review and assess the results and overall operation of this Agreement in the light of its objectives and the experience gained during its application; (b) to consider and recommend to the Parties any amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement; (c) to endeavour to amicably resolve any issues in connection with this Agreement; (d) to establish standing or ad hoe committees, sub-committees or working groups and assign any of its powers thereto and to supervise and coordinate their work and assign them with tasks on specific matters; (e) consider any other matter that may affect the operation of this Agreement; (t) if requested by either Party, to consider and recommend to the Parties mutually agreed interpretation of the prov isious of this agreement to be agreed upon by the Parties; (g) take arrangements or make recommendations as envisaged by this Agreement; and (h) to carry out any other functions as may be agreed by the Parties. 5. The Joint Committee shall establish its own rules of working procedures. 6. Meetings of the Joint C'0mmittee and of any standing or ad hoe sub-committees or working groups may be conducted in person or by any other means as detem1ined by the Parties.

36 7. All decisions of the Joint Committee established under this Agreement shall be taken by consensus. Article 6.2 Communications 1. Each Parly shall designate a contact point to receive and fac1htate official communications among the Parties on any matter relating to this Agreement and notify the other Party on sur.h <lr.signation within 60 days from the date of entry into fore~ of the Agreement. In the event of nny change to n Party's contact point, that Patty shall uutify lht: other Party within 30 days. 2. All official communications in 1elatiu11 tu this Ag1eerne11l sl1ull Le iu ll1e Euglisli language.

Chapter 7. FINAL PROVISIONS

Article 7.1. Annexes and Footnotes

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

Article 7.2. Amendments

1. Either Party may propose the Joint Committee to consider any amendments to this Agreement.

2. The Parties may agree, in writing, to amend this Agreement.

3. Amendments to this Agreement shall enter into force in the same manner as provided for in Article 7 .5 of this Agreement, unless otherwise agreed by the Parties.

Article 7.3. Accession

Any country or group of countries may accede to this Agreement subject to such terms and conditions as may be agreed between the country or group of countries and the Parties and following approval in accordance with the applicable legal requirements and procedures of each Party and acceding country.

Article 7.4. Duration and Termination

1. This Agreement shall be valid for an indefinite period.

2. Either Party may terminate this Agreement by written notification to the other Party, and such termination shall take effect 12 months after the date of such notification.

Article 7.5. Entry Into Force

Each Party shall notify in writing through diplomatic channels the other Party on the completion of its internal procedures required for entry into force of this Agreement. This Agreement shall enter into force 60 days after the date of the latter of the two notifications.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement. Done at Moscow on 7th August 2025 in duplicate, in the Russian, Arabic, and English languages, all texts shall be equally authentic. In case of any divergence, the English text shall he used.

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION

FOR THE GOVERNMENT OF THE UNITED ARAB EMIRATES