AGREEMENT ON COOPERATION AND INVESTMENT FACILITATION BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE REPUBLIC OF CAPE VERDE

The Federative Republic of Brazil

and

the Republic of Cape Verde (hereinafter referred to as the “Parties” or individually as a “Party”),

Desiring to strengthen and expand the bonds of friendship and the spirit of continued cooperation between the Parties;

Seeking to create and maintain favorable conditions for investments by investors of one Party in the territory of the other Party;

Seeking to encourage, facilitate, and support bilateral investments, thereby opening new opportunities for integration between the Parties;

Recognizing the essential role of investment in promotion sustainable development;

Whereas the establishment of a strategic partnership between the Parties in the area of investment will yield broad and mutual benefits;

Reaffirming their regulatory autonomy and the scope for each Party to formulate its own policies; each Party;

Desiring to encourage and strengthen contacts between investors and the governments of both Parties;

Seeking to establish a mechanism for technical dialogue and to promote government initiatives that can contribute to a significant increase in mutual investment;

Recognizing the significant contribution that investments can make to the sustainable development of the Parties, including poverty reduction and the promotion of investments related to human rights and human development, while understanding that sustainable development requires the realization of its economic, social, and environmental pillars; and

Seeking to promote a gender perspective in investment, encouraging equal rights, treatment, and opportunities for men and women in business, industry, and the workplace, and further contributing to sustainable economic growth,

Agree to the following Agreement on Cooperation and Investment Facilitation, hereinafter referred to as the “Agreement,” on the following terms:

Part I. INTRODUCTORY PROVISIONS AND GENERAL DEFINITIONS

Article 1. Objective

The objective of this Agreement is to facilitate and promote mutual investments through an appropriate standard of treatment for investors and their investments and through an institutional governance framework for cooperation and facilitation, including an Agenda for Additional Cooperation and Facilitation, as well as dispute prevention and resolution mechanisms.

Article 2. Definitions

1. For the purposes of this Agreement:

1.1. "Enterprise" means any entity incorporated or otherwise organized under applicable law, whether for-profit or not-for-profit, whether privately or publicly owned, including any corporation, trust, partnership, subsidiary, sole proprietorship, joint venture, and unincorporated entities.

1.2. "Host State" means the Party in which the investment is made.

1.3. "Investment" means a direct investment by an investor of one Party, established or acquired in accordance with the laws and regulations of the other Party, which, directly or indirectly, enables the investor to exercise control or a significant degree of influence over the management of the production of goods or the provision of services in the territory of the other Party, including, but not limited to:

a) shares, quotas, interests, and other forms of equity in an enterprise;

b) movable or immovable property and other property rights, such as mortgages, pledges, guarantees, encumbrances, or similar rights and obligations;

c) the rights of exploitation, utilization, and use conferred by a license, permit, or concession granted and regulated by the laws of the Host Party and/or by a contract;

d) rights arising from contracts, including turnkey, construction, production, management, concession, or other contracts;

e) loans to another company and debt instruments of another company; and

f) intellectual property rights, as defined or referred to in the TRIPS Agreement.

For the purposes of this Agreement and for greater certainty, “Investment” does not include:

a) an order or judgment issued in any judicial, arbitral, or administrative proceeding;

b) debt securities issued by a Party or loans granted by one Party to the other Party; securities, debentures, loans, or other debt instruments of a state-owned enterprise of a Party that are considered public debt in accordance with the law of that Party;

c) portfolio investments, that is, those that do not allow the investor to exercise a significant degree of influence over the management of the enterprise;

d) credit claims arising exclusively from commercial contracts for the sale of goods or services by an investor in the territory of one Party to a national or an enterprise in the territory of the other Party, or the granting of credit in connection with a commercial transaction, or any other monetary claims that do not involve the types of interests set forth in subparagraphs (a) through (f) above; and

e) rights arising from any expenses or other financial obligations incurred by the investor prior to the establishment of the investment, including for the purpose of complying with regulations regarding the admission of foreign capital or other specific limits or conditions, in accordance with the host State’s legislation on the admission of investments.

1.4. "Investor" means a natural person or enterprise of a Party that has made an investment in the territory of the other Party.

1.5. "Natural person" means a national or permanent resident of a Party, in accordance with its legislation.

1.6. "Measure" means any measure adopted by a Party, whether in the form of a law, regulation, rule, procedure, decision, or administrative provision, or in any other form.

1.7. "Territory" means the territory, including its land and airspace, the exclusive economic zone, the territorial sea, the continental shelf, and the soil and subsoil over which the Party exercises its sovereign rights or jurisdiction, in accordance with international law and its domestic law.

1.8. "Temporary entry" means the entry into the territory of a Party by a national of another Party who does not intend to establish permanent residence.

1.9. "Immigration formality" means a visa, permit, pass, or other document or electronic authorization granting temporary entry.

1.10. "Dispute(s)" means, for the Republic of Cape Verde, "dispute(s)," subject to the provisions of Part VI of this Agreement.

1.11. "Expropriation" means, for the Republic of Cape Verde, "expropriation," subject to the provisions of Article 9 of this

Agreement.

2. The annexes, exceptions, footnotes, and understandings of this Agreement constitute an integral part thereof.

Article 3. Scope of Application and Coverage

1. This Agreement applies to all investments made before or after its entry into force.

2. This Agreement shall not limit the rights and benefits that an investor of one Party enjoys under national or international law in the territory of the other Party.

3. For greater certainty, the Parties reaffirm that this Agreement shall be applied without prejudice to the rights and obligations arising from the Agreements of the World Trade Organization.

4. This Agreement shall not prevent the adoption and implementation of new legal requirements or restrictions on investors and their investments, provided that such requirements or restrictions are consistent with this Agreement.

5. This Agreement shall not apply:

a) the issuance of compulsory licenses issued in relation to intellectual property rights in accordance with the World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement), or to the revocation, limitation, or creation of intellectual property rights to the extent that such issuance, revocation, limitation, or creation is consistent with the TRIPS Agreement;

b) government procurement by a Party;

c) subsidies or grants provided by a Party, including government-backed loans, guarantees, and insurance under national development programs;

d) investments made with capital or assets of illegal origin, in accordance with the applicable laws and regulations of the host State;

e) tax measures, except as provided for in Article 15; and

f) any special advantages granted in the host country by financial institutions for the purpose of development assistance or the development of small and medium-sized enterprises or new industries.

6. This Agreement shall not apply to any dispute arising exclusively out of an alleged breach of a contract between a Party, its agencies and political subdivisions, and an investor of the other Party.

Article 4. Prudential Measures

1. Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining prudential measures, such as:

a) the protection of investors, depositors, financial market participants, policyholders, beneficiaries of policies, or persons to whom a financial institution owes a fiduciary duty;

b) the maintenance of the safety, soundness, solvency, integrity, or financial responsibility of financial institutions; and c) ensuring the integrity and stability of a Party's financial system.

2. Where such measures are not in conformity with the provisions of this Agreement, they shall not be used as a means to circumvent the commitments or obligations undertaken by the Party under this Agreement.

Article 5. Temporary Entry of Investors

1. Each Party shall promptly publish, preferably online, information regarding the current requirements for temporary entry under this provision, including explanatory materials, forms, and relevant documents, so as to enable interested persons from the other Party to become aware of such requirements. This information shall be kept up to date.

2. Each Party shall promptly process applications for temporary entry under this provision within a reasonable time, including applications for extensions.

3. Upon the applicant's request, a Party that has received a complete application for an immigration formality shall endeavor

to inform the applicant of the status of the application.

4. Each Party shall ensure that application fees for temporary entry under this provision are reasonable, so as not to unduly hinder or delay the conduct of investment activities.

5. This Article shall apply to measures affecting the temporary entry of investors of a Party engaged in investment activities.

6. This Article shall not apply to measures affecting nationals seeking access to the labor market of a Party, nor shall it apply to measures relating to nationality, residence, or permanent employment.

Part II. REGULATORY MEASURES

Article 6. Right to Regulate

1. For the purposes of this Agreement, the Parties reaffirm the right of each Party to regulate within its territory to achieve legitimate policy objectives, such as safety, national security, labor, indigenous rights, health, the environment, gender equality, social or consumer protection, or cultural diversity.

2. For greater certainty, the mere fact that a Party adopts or fails to adopt a measure that may be inconsistent with an investor's expectations does not constitute a breach of this Agreement, even if there is loss or damage to the investment as a result.

Part III. RIGHTS AND OBLIGATIONS OF THE PARTIES AND THEIR INVESTORS

Article 7. Treatment

1. Each Party shall treat the investors of the other Party and their investments in accordance with its applicable rules and regulations and in conformity with this Agreement.

2. In accordance with the principles of this Agreement, each Party shall ensure that all measures affecting investments are administered in a reasonable, objective, and impartial manner, in accordance with due process of law and its respective laws.

3. For greater certainty, the standards of "fair and equitable treatment" and "full protection and security" are not covered by this Agreement and shall not be used as interpretive standards in investment disputes.

Article 8. National Treatment

1. Without prejudice to measures in force under its laws on the date the investment is made, each Party shall accord to investors of the other Party treatment no less favorable than that accorded, in similar circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, sale, or other disposition of investments in its territory.

2. Without prejudice to measures in force under its laws on the date the investment is made, each Party shall accord to investments of investors of the other Party treatment no less favorable than that accorded, in similar circumstances, to investments of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation, sale, or other disposition of investments.

3. Nothing in this Agreement shall be construed to prevent a Party from adopting new requirements affecting investors of the other Party, provided that such requirements are not discriminatory and are in conformity with this Agreement.

4. To be clear, the treatment to be agreed upon in "similar circumstances" depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors or investments based on legitimate public interest objectives.

5. For greater certainty, this Article shall not be construed to require a Party to compensate for inherent competitive disadvantages resulting from the foreign character of investors and their investments.

Article 9. Direct Expropriation

1. In determining the amount of compensation in the event of expropriation, the competent authority of each Party shall follow the provisions of this Article.

2. No Party shall nationalize or expropriate the investments of investors of the other Party, except if:

a) for public utility or necessity, or when justified by the public interest;

b) in a non-discriminatory manner;

c) upon payment of effective compensation, in accordance with paragraphs 3 through 6; and

d) in accordance with the principle of due process of law.

3. Notwithstanding paragraph 2(c), when Brazil is the expropriating Party, the expropriation of real property used for the illegal cultivation of psychotropic crops or for the exploitation of slave labor shall not be subject to any form of compensation.

4. Compensation shall:

a) be paid without undue delay;

b) be equivalent to the fair market value of the expropriated investment immediately prior to the expropriation taking place ("expropriation date");

c) not reflect any change in market value due to knowledge, prior to the date of expropriation, of the intention to expropriate; and

d) be fully payable and freely transferable, in accordance with Article 14.

5. Notwithstanding paragraph 4(a), when Brazil is the expropriating Party, compensation for the expropriation of property that is not fulfilling its social function may be provided in the form of government debt securities, in accordance with its laws and regulations. Nothing in this Agreement shall be construed to mean that such form of compensation is inconsistent with this Agreement.

6. The compensation to be paid shall not be less than the fair market value on the date of expropriation, plus interest determined on the basis of market criteria, accrued from the date of expropriation until the date of payment, in accordance with the laws of the host State.

7. For the avoidance of doubt, this Agreement covers only direct expropriation, which occurs when an investment is nationalized or otherwise directly expropriated through the formal transfer of title or property rights, and does not cover indirect expropriation.

Article 10. Compliance with Domestic Law

The Parties reaffirm and acknowledge that:

a) investors and their investments shall comply with all laws, regulations, administrative guidelines, and policies of a Party relating to the establishment, acquisition, management, operation, and disposition of investments;

b) investors and their investments shall not, before or after the establishment of an investment, offer, promise, or grant any undue pecuniary advantage, gratuity, or gift of any kind, whether directly or indirectly, to a public official or employee of a Party as an inducement or reward for performing or refrainingfrom performing any official act, obtaining or maintaining another undue advantage, nor shall they be complicit in inciting, aiding, instigating, or conspiring to commit such acts;

c) the investor shall provide, in a complete and accurate manner, the information that the Parties may require, in accordance with applicable law, regarding an investment and the investor's track record and corporate practices, for the purpose of government decision-making regarding that investment or solely for statistical purposes.

Article 11. Transparency of Investment Measures

1. Each Party shall promptly publish (1) or otherwise make public, and, except in emergency situations, no later than upon its entry into force, all relevant measures of general application relating to matters falling within the scope of this Agreement, so as to enable investors, other interested persons, and other Parties to become acquainted with them. Each Party shall publish, no later than the time of its entry into force for the Party, international agreements to which it is a

signatory and which affect investments.

(1) For the purposes of these disciplines, “publish” means to include in an official publication, such as an official gazette, or on an official website.

2. Each Party shall, to the extent possible, endeavor to allow a reasonable period of time between the publication of the text of a law or regulation referred to in Article 10 and the date by which investors must comply with such law or regulation.

3. When publishing a new law or regulation referred to in Article 10, or amending them, or prior to such publication, to the extent possible and consistent with its legal system for adopting measures, the Party shall endeavor to explain the purpose and rationale of the law or regulation.

4. Each Party shall make available, by electronic means, information of importance to investors and keep such information up to date, as appropriate. Such information includes:

a) laws and regulations that specifically address foreign direct investment, where they exist;

b) information on sectors open, restricted, or prohibited to foreign direct investment;

c) whenever possible, information on the practical steps relevant to investing in its territory. This information shall cover, inter alia, the requirements and procedures, where they exist, relating to:

i) business establishment and business registration;

ii) connection to essential infrastructure;

iii) acquisition and registration of property;

iv) building permits;

v) capital transfers and payments;

vi) tax payments;

vii) public incentives available to investors; and

viii) insolvency proceedings; and

d) contact information for the relevant competent authorities.

5. If a Party adopts or maintains measures of general application to facilitate the issuance of foreign direct investment, it is encouraged to publish them or otherwise make them publicly available, including by electronic means.

6. No fee shall be imposed on any investor or person seeking to invest in the territory of a Party for access to the measures or information provided under this Article.

Article 12. General Principles of Authorization Procedures

1. Each Party shall ensure that the authorization procedures it adopts or maintains do not unduly complicate or delay investment activities.

2. If a Party adopts or maintains measures relating to the authorization of an investment, the Party shall ensure that:

a) such measures are based on objective and transparent criteria (2);

(2) These criteria may include, among other things, competence and the ability to carry out an investment activity, including doing so in a manner consistent with a Party’s regulatory requirements, such as health and environmental requirements. The competent authorities may determine the weight to be given to each criterion.

b) such measures do not discriminate between men and women;

c) the procedures are impartial and adequate for applicants to demonstrate that they meet the requirements, where such requirements exist; and

d) the procedures shall not unduly impede compliance with the requirements.

3. The assessment by the relevant competent authorities of a Party of an application for authorization shall be made on the basis of the criteria set forth in a measure in accordance with its legal system.

Article 13. Authorization Procedures

1. If a Party requires authorization for an investment, it shall ensure that its competent authorities:

a) to the extent possible, allow the submission of an application at any time during the year (3). If there is a specific deadline for submitting an application for authorization, the Party shall ensure that the competent authorities allow a reasonable period of time for the submission of an application;

(3) Competent authorities are not required to begin considering applications outside their official working hours or on non-business days.

b) accept copies of documents certified in accordance with the laws and regulations of the other Party in lieu of original documents, unless the competent authorities require original documents to protect the integrity of the authorization process;

c} where a competent authority of a Party requires and retains original documents, any other competent authority of that Party shall, to the extent compatible with the laws and regulations of the Party, accept a certified copy from the applicant or, where applicable, a copy from the authority holding the original;

d) to the extent possible, establish an indicative timeframe for processing an application;

e) upon request by the applicant, provide information on the status of the application without delay;

f) to the extent possible, verify without undue delay the compliance of a request for processing under the laws and regulations of the Party;

g) if they consider a request to be compliant for processing under the laws and regulations of the Party (4), within a reasonable time after the submission of the request, ensure that:

(4) Competent authorities may require that all information be submitted in a specific format in order for it to be considered “complete for processing.”

i) the processing of the submission is completed; and

ii) the applicant is informed of the decision regarding the request (5), in writing to the extent possible (6;)

(5) Competent authorities may satisfy this requirement by informing an applicant in advance in writing, including through a published notice, that the absence of a response after a specified period of time from the date of submission of the application shall indicate its acceptance or rejection.

(6) “In writing” may include electronic format.

h) if they consider an application to be incomplete for processing under the laws and regulations of the Party, within a reasonable time after the application is submitted, to the extent possible:

i) inform the applicant that the submission is incomplete;

ii) upon the applicant’s request, identify the additional information needed to complete the application or provide guidance on why the application is considered incomplete; and

iii) give the applicant the opportunity (7) to provide the additional information necessary to complete the submission; however, if none of the above options is feasible and the application is rejected due to incompleteness, ensure that the applicant is informed within a reasonable time after the rejection decision; and

(7) This opportunity does not require a competent authority to grant extensions of deadlines.

(i) if an application is rejected, to the extent possible, either on their own initiative or at the applicant's request, inform the applicant in writing of the reasons for the rejection and, where applicable, of the procedures for resubmitting an application. An applicant shall not be prevented from submitting another application (8) solely on the basis of a previously rejected application.

(8) Competent authorities may require that the content of such a request be revised.

2. The competent authorities of a Party shall ensure that the authorization, once granted, takes effect without undue delay, subject to the applicable terms and conditions (9).

(9) The competent authorities shall not be liable for delays due to reasons beyond their control.

3. Each Party shall, to the extent possible, avoid requiring an applicant to deal with more than one competent authority for each application for authorization. If an investment falls within the jurisdiction of multiple competent authorities, multiple applications for authorization may be necessary. In such cases, to the extent possible and in accordance with its legal system, each Party is encouraged to use a single point of entry for applications.

4. Each Party shall ensure that authorization fees (10) charged by its competent authorities, where they exist, are reasonable, transparent, based on the authority established in a measure, and do not, in and of themselves, restrict the investment activities of investors of the other Party.

(10) For the purposes of this Agreement, authorization fees do not include fees for the use of natural resources, royalties, payments for auctions, tenders, or other non-discriminatory means of awarding concessions, or mandatory contributions for the provision of universal service.

5. Each Party shall, to the extent possible, allow an adequate period of time between the publication of new or amended authorization fees and their entry into force, except in urgent circumstances. Such fees shall not be applied until information regarding them has been published.

Article 14. Transfers

1. Each Party shall permit the transfer, from its territory to abroad and from abroad to its territory, of funds related to an investment to be made freely and without undue delay. Such transfers include:

a) contributions to the initial capital or any additions thereto in connection with the maintenance or expansion of the investment;

b) income directly related to the investment, such as profits, interest, capital gains, dividends, and royalties;

c) proceeds from the sale or liquidation, in whole or in part, of the investment;

d) payments on any loan, including interest thereon, directly related to the investment; and

e) the amount of compensation.

2. Notwithstanding the provisions of paragraph 1 of this Article, a Party may, in a non-discriminatory manner and in good faith, prevent a transfer from taking place if such transfer may be prevented under its laws relating to:

a) bankruptcy, insolvency, or the protection of creditors' rights;

b) criminal offenses;

c) financial reporting or the maintenance of transfer records, where necessary to cooperate with law enforcement authorities or financial regulators; or

d) ensuring compliance with decisions in judicial or administrative proceedings.

3. Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining temporary restrictive measures regarding payments or transfers relating to current transactions in the event of serious balance of payments difficulties and external financial difficulties or the threat thereof.

4. Nothing in this Agreement shall be construed as preventing a Party from adopting and maintaining temporary restrictive measures with respect to payments or transfers relating to capital movements:

a) in the event of serious balance of payments difficulties or external financial difficulties or the threat thereof; or

b) when, in exceptional circumstances, payments or transfers relating to capital movements cause or threaten to cause serious difficulties in macroeconomic management.

5. The adoption of temporary restrictive measures regarding transfers in the event of serious balance of payments difficulties described in paragraphs 3 and 4 of this Article shall be non-discriminatory and in accordance with the Articles of Agreement of the International Monetary Fund.

Article 15. Tax Measures

1. Nothing in this Agreement shall apply to tax measures, except as provided in this Article.

2. For the purposes of this Article, tax measures include consumption taxes, but do not include: a) any duty or charge of any kind imposed on or in connection with the importation of goods, as well as any surcharge or additional charge imposed in connection with such importation; or b) any antidumping or countervailing duty.

3. For greater certainty, nothing in this Agreement: a) shall affect the rights and obligations of the Parties arising from a double taxation agreement or any other international tax agreement or arrangement, whether existing or future, to which a Party to this Agreement is or may become a party; or b) shall be construed to prevent the adoption or enforcement of any measure aimed at the equitable and effective imposition and collection of taxes, in accordance with the laws of the Parties.

4. Except for Article 29 and related provisions, Part VI of this Agreement shall apply to tax measures.

5. Notwithstanding paragraph 4 above, Part VI shall not apply to tax measures covered by any agreement to avoid double taxation or other international tax agreement or arrangement.

Part IV. SUSTAINABLE INVESTMENT

Article 16. Responsible Business Conduct

1. Each Party reaffirms the importance of internationally recognized standards, guidelines, and principles of Responsible Business Conduct that have been endorsed or supported by that Party. Each Party shall encourage enterprises operating in its territory or subject to its jurisdiction to voluntarily incorporate these standards, guidelines, and principles into their business practices and internal policies, which may cover areas such as labor, the environment, gender equality, human rights, indigenous rights, community relations, anti-corruption practices, and any other areas related to sustainable investment.

2. Each Party shall facilitate, through its own mechanisms, dialogue between local communities and investors, with the aim of ensuring the implementation of the highest standards of Responsible Business Conduct.

3. Each Party shall encourage investors and their investments to use their best efforts to comply with the following principles and standards for responsible business conduct, consistent with the laws adopted by the host State:

a) contribute to economic, social, and environmental progress with a view to achieving sustainable development;

b) respect the internationally recognized human rights of persons involved in investors' activities;

c) promote the development of local capabilities through close collaboration with the local community;

d) promote human capital development, in particular by creating employment opportunities and providing training to employees;

e) refrain from seeking or accepting exemptions not provided for in the legal or regulatory framework related to human rights, the environment, health, safety, labor, the tax system, financial incentives, or other matters;

f) support and uphold the principles of good corporate governance and develop and implement good corporate governance practices;

g) develop and implement effective self-regulatory practices and management systems that foster a relationship of mutual trust between investors and the companies in which they operate;

h) promote employees' awareness of and compliance with company policies through their adequate dissemination, including through training programs;

i) refrain from taking discriminatory or disciplinary measures against employees who submit reports to management or, where appropriate, to the competent public authorities, regarding practices contrary to the law or company policies;

j) encourage, to the extent possible, its partners—including service providers and contractors—to apply principles of business conduct consistent with the principles set forth in this Article; and

k) refrain from any undue interference in local political activities.

4. Each Party shall:

a) promote responsible business conduct or corporate social responsibility by encouraging the adoption of relevant practices by companies that are consistent with internationally recognized principles, standards, and guidelines, including sector-specific due diligence guidelines, that have been endorsed or supported by that Party; and

b) support the dissemination and use of relevant international instruments that have been endorsed or supported by that Party, such as the OECD Guidelines for Multinational Enterprises, the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, the UN Global Compact, and the UN Guiding Principles on Business and Human Rights.

Article 17. Investment and Gender

1. The Parties recognize that inclusive investment policies contribute to advancing women's economic empowerment and gender equality, in accordance with Sustainable Development Goal 5 of the 2030 Agenda. The Parties reaffirm their commitment to adopt, maintain, and effectively implement their laws, regulations, policies, and best practices related to gender equality.

2. Each Party shall maintain policies and measures to promote women's access to opportunities and remove existing barriers in their countries, thereby enhancing their participation in the national and international economy and contributing to sustainable economic development.

3. Each Party shall promote public awareness domestically of its laws, regulations, policies, and practices related to gender equality.

Article 18. Measures on Investments and the Fight Against Corruption and Illegality

1. Each Party shall take measures to prevent and combat corruption, money laundering, and terrorist financing related to the matters covered by this Agreement, in accordance with its laws and regulations.

2. Nothing in this Agreement shall oblige either Party to protect investments made with capital or assets of illicit origin or investments in the establishment or operation of which illegal acts have been proven to have occurred and for which national legislation provides for the penalty of confiscation.

3. Investors and their investments shall not, before or after the establishment of an investment, offer, promise, or grant any undue pecuniary advantage or other advantage, whether directly or through intermediaries, to a public official of the host State, a family member of such official, a business associate, or any person close to the official, for the benefit of that official or a third party, with the aim of causing the official or third party to act or refrain from acting in the performance of official duties, in order to obtain any favor regarding a proposed investment or licenses, permits, contracts, or other rights related to an investment.

4. Investors and their investments shall not be complicit in any act described in paragraph 1 above, including incitement, aiding, abetting, conspiring to commit, or authorizing such acts.

5. Investors and their investments shall comply with the Parties' legal provisions regarding taxation, including the timely payment of their tax obligations.

6. A violation of this Article by an investor or investment shall be considered a violation of the host State's domestic legislation regarding the establishment and operation of an investment.

Article 19. Provisions on Investment and the Environment, Labor Matters, and Health

1. Nothing in this Agreement shall be construed to prevent a Party from adopting, maintaining, or enforcing any measure that it deems appropriate to ensure that investment activities in its territory are carried out in accordance with that Party's labor, environmental, or health laws, provided that such a measure is not applied in a manner that constitutes a means of arbitrary or unjustifiable discrimination or a disguised restriction.

2. The Parties recognize that it is inappropriate to encourage investment by lowering the standards of their labor, environmental, or health laws. Therefore, each Party ensures that it will not amend or repeal, nor propose to amend or repeal, such legislation to encourage the establishment, maintenance, or expansion of an investment in its territory, to the extent that such amendment or repeal involves a lowering of its labor, environmental, or health standards. If one Party considers that the other Party has offered such an incentive, the Parties shall address the matter through consultations.

3. The Parties recognize that it is inappropriate to waive or otherwise derogate from the protection afforded by their respective gender equality laws and regulations in a manner that weakens or reduces the protections guaranteed by such laws and regulations, for the purpose of encouraging investment.

Part V. EXCEPTIONS

Article 20. General Exceptions

1. Subject to the requirement that such measures are not applied in a manner that constitute a means of arbitrary or unjustifiable discrimination against the other Party or its investors under equivalent conditions, or a disguised restriction on investments by investors of the other Party in the territory of a Party, nothing in this Agreement shall be construed as preventing a Party from adopting or enforcing measures:

a) necessary to protect public morals or maintain public order (11);

(11) The public policy exception may be invoked only when there is a real and sufficiently serious threat to one of society's fundamental interests.

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

c) necessary to ensure compliance with laws or regulations that are not inconsistent with the provisions of this Agreement, including those related to:

i) the prevention of deceptive and fraudulent practices or to address the effects of a breach of contract;

ii) the protection of individuals' privacy with respect to the processing and dissemination of personal data, as well as the protection of the confidentiality of individual records and accounts; and

iii) security; or

d) the conservation of exhaustible natural resources, provided that such measures are implemented in conjunction with restrictions on domestic production or consumption.

Article 21. Security Exceptions

Nothing in this Agreement shall be construed as:

a) require a Party to provide any information whose disclosure is considered contrary to its essential security interests;

b) prevent a Party from taking measures it deems necessary to protect its essential security interests, such as those related to:

i) fissionable or fusion materials, or those intended for their manufacture;

ii) trafficking in arms, ammunition, and instruments of war, or other related goods and materials, or the provision of services, intended directly or indirectly for the supply of military installations; and

iii) times of war or other emergencies in international relations; or

c) prevent a Party from taking measures to fulfill its obligations under the Charter of the United Nations regarding the maintenance of international peace and security.

Part VI. INSTITUTIONAL GOVERNANCE AND DISPUTE PREVENTION AND SETTLEMENT

Article 22. Joint Committee for the Administration of the Agreement

1. For the purposes of this Agreement, the Parties hereby establish a Joint Committee for the administration of this Agreement (hereinafter referred to as the "Joint Committee").

2. The Joint Committee shall be composed of government representatives from both Parties, designated by their respective Governments.

3. The Joint Committee shall meet on the dates, at the locations, and by the means agreed upon by the Parties. Meetings shall be held at least once a year, with the chairmanship rotating between the Parties.

4. The Joint Committee shall have the following duties and powers:

a) to oversee the implementation and enforcement of this Agreement;

b) discuss investment-related issues and publicize opportunities for the expansion of mutual investments;

c) coordinate the implementation of the Agendas for Investment Cooperation and Facilitation, in accordance with Article 30;

d) consult with the private sector and civil society, where appropriate, regarding their views on specific issues related to the work of the Joint Committee;

e) seek to resolve any issues or disputes concerning investments by investors of one of the Parties in an amicable manner;

f) supplement the rules for arbitration disputes between the Parties, if necessary; and

g) adopt interpretations of the provisions of this Agreement, which shall be binding on arbitral tribunals.

5. The Parties may establish ad hoc working groups, which shall meet either jointly with the Joint Committee or separately.

6. The private sector may be invited to participate in the ad hoc working groups, when so authorized by the Joint Committee.

7. The Joint Committee shall draw up its own rules of procedure.

Article 23. National Focal Points or Ombudspersons

1. Each Party shall designate a single body or authority as a National Focal Point or Ombudsperson, whose primary function shall be to provide support to investors of the other Party within its territory. Consistent with its legal system, each Party shall maintain or establish its National Focal Point or its investment facilitation Ombudsperson, who shall serve as the government's representative to provide assistance and/or information to investors of the other Party regarding measures affecting the investment.

2. Each Party shall ensure that its National Focal Point or its Ombudsperson responds to requests for information from investors or the Focal Point or Ombudsperson established by the other Party under this Article, in order to contribute to the effective implementation of this Agreement.

3. In the Federative Republic of Brazil, the National Focal Point or Ombudsperson shall be the Ombudsman for Direct Investment (01D) of the Executive Secretariat of the Chamber of Foreign Trade (CAMEX).

4. In the Republic of Cape Verde, the National Focal Point or Ombudsperson shall be Cabo Verde Trade Invest.

5. The National Focal Point/Ombudsperson, among other duties, shall:

a) seek to implement the recommendations of the Joint Committee and interact with the other Party's National Focal Point, in accordance with this Agreement;

b) follow up on requests and inquiries from the other Party or investors of the other Party with the competent authorities and inform the interested parties of the results of such efforts;

c) evaluate, in consultation with the competent government authorities, suggestions and complaints received from the other Party or from investors of the other Party and recommend, where appropriate, actions to improve the investment

environment;

d) seek to prevent investment disputes, in coordination with relevant government authorities and private entities;

e) provide timely and useful information on regulatory issues related to investments in general or to specific projects; and

f) report to the Joint Committee on their activities and actions, as appropriate.

6. The National Focal Points or Ombudspersons shall cooperate with one another and with the Joint Committee to assist in the prevention of disputes between the Parties.

7. Each Party shall determine the deadlines for the implementation of each of its duties and responsibilities, which shall be communicated to the other Party.

Article 24. Exchange of Information between the Parties

1. The Parties shall exchange information, whenever possible and relevant to reciprocal investments, regarding business opportunities and investment procedures and requirements, in particular through the Joint Committee and their National Focal Points.

2. To that end, upon request, a Party shall provide, in a timely manner and with due regard for the applicable level of protection, information regarding, in particular, the following matters:

a) regulatory conditions for investments;

b) government programs and possible incentives related thereto;

c) public policies public and regulatory regulatory that may affect investments;

d) legal framework for investments, including legislation regarding the establishment of companies and joint ventures;

e) relevant international treaties;

f) customs procedures and tax regimes;

g) statistical information on goods and services markets;

h) available infrastructure and public services;

i) government procurement and public concessions;

j) social and labor laws;

k) immigration laws; l)

foreign exchange legislation;

m) legislation relating to specific economic sectors previously identified by the Parties;

n) regional projects and agreements related to investments; and

o) Public-Private Partnerships (PPPs).

Article 25. Treatment of Protected Information

1. Each Party shall respect the level of protection of information established by the Party that provided the information, in accordance with its respective legislation on the matter.

2. Nothing in this Agreement shall be construed to require either Party to provide protected information whose disclosure could compromise law enforcement or otherwise be contrary to the public interest or violate privacy or legitimate commercial interests. For the purposes of this paragraph, protected information includes confidential business information or information deemed privileged or protected from disclosure under the applicable laws of a Party.

Article 26. Engagement with the Private Sector

Recognizing the fundamental role played by the private sector, the Parties shall disseminate, among the relevant business

sectors, general information on investments, regulatory frameworks, and business opportunities in the territory of the other Party.

Article 27. Cooperation between Investment Promotion Agencies

The Parties shall promote cooperation between their investment promotion agencies with a view to facilitating investments in the territory of the other Party.

Article 28. Dispute Prevention Procedure

1. If a Party considers that a specific measure adopted by the other Party constitutes a violation of this Agreement, it may invoke this Article to initiate a dispute prevention procedure within the Joint Committee.

2. The following rules shall apply to the aforementioned procedure:

a) To initiate the procedure, the interested Party shall submit a written request to the other Party, identifying the specific measure in question and setting forth the factual and legal findings underlying the claim. The Joint Committee shall meet within sixty (60) days from the date of the request;

b) the Joint Committee shall have sixty (60) days from the date of the first meeting, extendable by mutual agreement, to assess the allegation submitted and prepare a report;

c) the Joint Committee's report shall include:

i) the identification of the Party that alleged the violation;

ii) a description of the measure in question and the alleged violation of the Agreement; and

iii) the conclusions of the Joint Committee.

d) If the dispute is not resolved by the end of the time limits set forth in this Article, or if a Party fails to participate in the Joint Committee meetings convened in accordance with this Article, the dispute may be submitted by a Party to arbitration in accordance with Article 29 of this Agreement.

3. If the measure in question concerns a specific investor, the following additional rules shall apply:

a) the initial claim shall identify the affected investor; and

b) representatives of the affected investor may be invited to appear before the Joint Committee.

4. Whenever relevant to the consideration of the measure in question, the Joint Committee may invite other interested parties to appear before the Joint Committee and present their views on such measure.

5. The minutes of meetings held under the Dispute Prevention Procedure and all related documentation shall be kept confidential, with the exception of the report submitted by the Joint Committee pursuant to paragraph 2, subject to the laws of each Party regarding the disclosure of information.

Article 29. Settlement of Disputes between the Parties Concerning the Interpretation or Application of this Agreement

1. If the procedure set forth in Article 28 has been exhausted without the dispute having been resolved, either Party may submit a dispute concerning the application of this Agreement to an arbitral tribunal.

2. Once the procedures set forth in paragraph 4(e) of Article 22 and in Article 28 have been exhausted and no agreement has been reached, either Party may submit a dispute concerning the interpretation of this Agreement to an Arbitral Tribunal.

3. The dispute shall be resolved in accordance with the provisions of this Article, Annex Ii (Rules on Transparency), and, to the extent not inconsistent with this Agreement, the UNCITRAL Arbitration Rules in force on the date of entry into force of this Agreement.

4. The dispute shall be administered by an ad hoc arbitral tribunal. Alternatively, the Parties may, by mutual agreement, choose to submit the dispute to the International Bureau of the Permanent Court of Arbitration or to another arbitration institution. Unless the Parties decide otherwise, such institution shall apply the provisions of this Article.

5. The purpose of arbitration regarding the interpretation of this Agreement is to determine its correct legal meaning. The purpose of arbitration regarding the application of this Agreement is to determine whether a measure adopted by a Party violates its provisions. For greater certainty, the Arbitral Tribunal shall not award damages.

6. This Article shall not apply to any dispute concerning any facts that occurred or any measures taken prior to the entry into force of this Agreement.

7. This Article shall not apply to any dispute if more than five (5) years have elapsed from the date on which the Party became aware or should have become aware of the facts giving rise to the dispute.

8. The Arbitral Tribunal shall consist of three arbitrators. Each Party shall appoint, within ninety (90) days of receiving the notice of arbitration, one member of the Arbitral Tribunal. Within ninety (90) days of the appointment of the second arbitrator, the two members shall appoint a national of a third State with which both Parties maintain diplomatic relations, who, upon approval by both Parties, shall be appointed President of the Arbitral Tribunal. The appointment of the Chairperson must be approved by both Parties within thirty (30) days of the date of his or her appointment.

9. If, within the time limits specified in paragraph 7 of this Article, the necessary appointments have not been made, either Party may request the Secretary-General of the Permanent Court of Arbitration to make the necessary appointments. If the Secretary-General of the Permanent Court of Arbitration is a national of one of the Parties or is unable to perform said function, the President of the International Court of Justice shall be invited to make the necessary appointments. If the President of the International Court of Justice is a national of one of the Parties or is unable to perform said function, the most senior member of the International Court of Justice who is not a national of any of the Parties shall be invited to make the necessary appointments.

10. The arbitrators shall:

a) have the necessary experience or expertise in public international law or international investment law;

b) be independent and impartial and not be connected, directly or indirectly, with any of the Parties or with the other arbitrators or potential witnesses, nor receive instructions from the Parties; and

c) comply with the Code of Conduct for Arbitrators in International Investment Disputes (Resolution adopted by the United Nations General Assembly on December 7, 2023), as applicable to the dispute, or any other standard of conduct established by the Joint Committee.

11. A person who is a member of the Joint Committee may not serve as an arbitrator in a dispute under this Agreement. For a period of one year, a former member of the Joint Committee may not serve as an arbitrator in any dispute under this Agreement, unless the Parties decide otherwise.

12. The “Notice of Arbitration” and other documents related to the resolution of the dispute shall be submitted to the locations designated by each Party.

13. The Arbitral Tribunal shall render its decision by majority vote and shall decide on the basis of the provisions of this Agreement and the principles and rules of international law recognized by both Parties. Unless otherwise agreed by the Parties, the decision of the Arbitral Tribunal shall be rendered within one hundred and eighty (180) days, extendable by ninety (90) days, from the date of the constitution of the Arbitral Tribunal.

14. The decision of the Arbitral Tribunal shall be final and binding on the Parties, which shall comply with it without delay.

15. The Joint Committee shall adopt general rules for determining the remuneration of arbitrators, taking into account the practices of relevant international organizations.

16. The costs of the arbitration proceedings shall, in principle, be borne by the losing Party. Each Party shall be responsible for the costs of its own legal representation and assistance in the arbitration proceedings.

Part VII. AGENDA FOR COOPERATION AND FURTHER FACILITATION OF INVESTMENTS

Article 30. Agenda for Cooperation and Further Facilitation of Investments

1. The Joint Committee shall update and coordinate the implementation of an Agenda for Cooperation and Further Facilitation of Investments on issues relevant to the promotion and improvement of the bilateral investment environment.

2. The issues to be initially addressed by the Parties and their objectives are listed in Annex 1—"Agenda for Cooperation and Further Facilitation of Investment."

3. As a result of discussions within the Joint Committee regarding the Agenda for Cooperation and Further Facilitation of Investment, the Parties may adopt additional commitments.

Part VIII. FINAL PROVISIONS

Article 31. Amendments

1. This Agreement may be amended at any time at the request of either Party. The requesting Party shall submit its request in writing, explaining the grounds justifying the amendment. The other Party shall consult with the requesting Party regarding the proposed amendment and shall also respond to the request in writing.

2. Any agreement to amend this Agreement, pursuant to this Article, shall be formalized in writing, either in a single written instrument or through an exchange of diplomatic notes. Such amendments shall be binding on the tribunals established pursuant to Article 29 of this Agreement, and an arbitral award shall be consistent with all amendments to this Agreement.

3. Amendments shall enter into force in accordance with the procedure set forth in Article 32.

Article 32. Final Provisions

1. Neither the Joint Committee nor the Focal Points or Ombudspersons may in any way supersede or prejudice any other agreement or the diplomatic channel existing between the Parties.

2. Without prejudice to its regular meetings, ten (10) years after the entry into force of this Agreement, the Joint Committee shall conduct a general review of its implementation and make recommendations for possible amendments, if necessary.

3. This Agreement shall enter into force ninety (90) days after the date of receipt of the second diplomatic note indicating that all necessary internal procedures relating to the conclusion and entry into force of international agreements have been completed by both Parties.

4. Either Party may terminate this Agreement at any time, provided that it does so by written notification to the other Party. The termination shall take effect on a date to be agreed upon by the Parties or, if the Parties fail to reach an agreement, three hundred and sixty-five (365) days after the date on which the notice of termination is delivered.

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement. Done at Brasília, on February 4, 2026, in two original copies, in the Portuguese language, both texts being equally authentic.

FOR THE FEDERATIVE REPUBLIC OF BRAZIL

Mauro Vieira

Minister of Foreign Affairs

FOR THE REPUBLIC OF CAPE VERDE

José Luis do Livramento Monteiro Alves de Brito

Minister of Foreign Affairs, Cooperation, and Regional Integration

ANNEX I. AGENDA FOR COOPERATION AND FURTHER FACILITATION OF INVESTMENTS

1. Payments and Transfers

2. Visas

3. Technical and environmental regulations

4. Gender

5. E-commerce

6. Geographical Indications (GIs)

7. Institutional and sectoral cooperation.

ANNEX II. RULES ON TRANSPARENCY APPLICABLE TO ARBITRAL TRIBUNALS ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 29 OF THE AGREEMENT

1. Scope of Application

1. This Annex applies to Arbitral Tribunals established in accordance with the provisions of Article 29 of this Agreement.

2. The Arbitral Tribunal shall have the power to adapt the requirements of any specific provision of these Rules to the particular circumstances of the case, if such adaptation is necessary to conduct the arbitration in a practical manner and is consistent with the objective of transparency of these Rules, provided that the Parties agree to the proposed modifications.

3. In the event of a conflict between a provision of this Annex and a provision of the Agreement, the latter shall prevail to the extent of the conflict.

2. Publication of Information at the Commencement of Arbitration Proceedings

Once the receipt of the Notice of Arbitration has been acknowledged by the Responding Party, the Party that initiated the arbitration shall promptly make available to the public information regarding the issuance of the Notice of Arbitration and the measures alleged to be in violation of the Agreement.

3. Arbitration Proceedings

1. The arbitration proceedings shall comply with the principle of transparency, except in cases involving confidential or protected information.

2. Confidential or protected information consists of:

a) confidential commercial information;

b) information protected from public disclosure under the Agreement;

c) information provided by a Party that is protected from public disclosure under that Party's laws;

d) information protected from public disclosure under any law or rules determined by the Arbitral Tribunal to be applicable to the disclosure of such information;

e) information whose disclosure any Party considers contrary to its national security or public order; and

f) information whose disclosure would jeopardize the integrity of the arbitration proceedings if made public.

3. Any determination as to whether information is public, confidential, or protected shall be made by the Arbitral Tribunal after consulting with the disputing Parties. Following such determination, information that is not protected or subject to confidentiality shall be made public.

4. The Arbitral Tribunal, after consulting with the disputing Parties, shall take measures to prevent any confidential or protected information from being made public, including, where appropriate:

a) deadlines by which a disputing Party, a Party not involved in the treaty dispute, or a third party must notify that it seeks protection for such information in documents;

b) procedures for the immediate designation and redaction of specific confidential or protected information in such documents; and c) procedures for conducting hearings in private.

4. Publication of Documents

1. Subject to the provisions of Article 3, the following documents shall be made available to the public: the Notice of Arbitration, the response to the Notice of Arbitration, the opening statement, the defense, and any other additional written statements or submissions by any disputing Party; a table listing all annexes to the aforementioned documents and to expert reports and witness statements, if such a table has been prepared for the proceedings, but not the annexes themselves; any written submissions from the Party (or Parties) not involved in the dispute under the treaty and from third parties; transcripts of the hearings, where available; and orders, decisions, and awards of the Arbitral Tribunal.

2. Subject to the provisions of Article 32, expert reports and witness statements, excluding related annexes, shall be made available to the public upon request by any person to the Arbitral Tribunal.

3. Subject to the provisions of Article 3, the Arbitral Tribunal may decide, on its own initiative or upon request by any person, and after consulting the disputing Parties, whether and how to make available annexes and any other documents submitted to the Arbitral Tribunal or issued by it that are not included in paragraphs 1 or 2 above. This may include, for example, making such documents available at a specific location.

5. Hearings

1. Subject to the provisions of paragraphs 2 and 3 of Article S, hearings for the presentation of evidence or for oral argument (“hearings”) shall be public.

2. Where it is necessary to protect confidential information or the integrity of the arbitral proceedings, pursuant to Article 3, the Arbitral Tribunal shall take steps to conduct in private that part of the hearing requiring such protection.

3. The Arbitral Tribunal shall make the necessary logistical arrangements to facilitate public access to the hearings (including, where appropriate, the organization of participation via videoconference or other means it deems appropriate). However, the Arbitral Tribunal may, after consulting with the disputing Parties, decide to conduct all or part of the hearings in private when necessary for logistical reasons, such as in cases where circumstances render any original arrangement for public access to the hearing impracticable.

6. Publication of the Final Award

1. Subject to the provisions of Article 3, the Final Award of the arbitration rendered by the Arbitral Tribunal shall be made available to the public.

2. If the Final Award contains confidential or protected information, an edited version of the Final Award shall be prepared and made available to the public.