AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TÜRKIYE AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES CONCERNING THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Republic of Tiirkiye and the Government of the United Arab Emirates hereinafter referred to as "the Contracting Parties";

Desiring to promote greater economic cooperation between them, particularly with respect to investment by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that agreement upon the treatment to be accorded such investment will stimulate the flow of capital and technology and the economic development of the Contracting Parties;

Agreeing that fair and equitable treatment of investments is desirable in order to maintain a stable framework for investment and will contribute to maximizing effective utilization of economic resources and improve living standards; and

Convinced that these objectives can be achieved without relaxing health, safety, and environmental measures of general application as well as internationally recognized labor rights;

Having resolved to conclude an agreement concerning the reciprocal promotion and protection of investments;

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement;

1. The term "claimant" means an investor of a Contracting Party that is a party to an investment dispute with the other Contracting Party;

2. The term "covered investment" means, with respect to a Contracting Party, an investment:

(a) in its territory;

(b) directly or indirectly owned or controlled by an investor of the other Contracting Party; and

(c) existing on the date of the entry into force of this Agreement, or made or acquired thereafter;

3. The term "disputing party" means either the claimant or the respondent; "disputing parties" means the claimant and the respondent;

4. The term "enterprise" means an entity constituted or organized under the law of a Contracting Party whether or not for profit, whether privately or governmentally owned or controlled, including any company, corporation, trust, partnership, sole proprietorship joint venture, business association and a branch of any such entity;

5. The term "freely usable currency" means "freely usable currency" as determined by the International Monetary Fund under its Articles of Agreement;

6. The term "ICSID" means the International Centre for Settlement of Investment Disputes (ICSID) established by the ICSID Convention;

7. The term "ICSID Additional Facility Rules" means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Center for Settlement of Investment Disputes;

8. The term "ICSID Convention" means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done in Washington, 18 March 1965;

9. The term "investment" means every kind of asset, owned or controlled, directly or indirectly by an investor of a Contracting Party, which is connected with business activities, acquired for the purpose of establishing lasting economic relations in the territory of the other Contracting Party in conformity with its laws and regulations, and that has the characteristics of an investment, including such characteristics as the commitment of capital or other resources, the expectation of gain or profit, the assumption of risk and shall include in particular, but not exclusively:

(a) an enterprise;

(b) movable and immovable property, as well as any other rights such as mortgages, leases, liens, pledges, and any other similar rights as defined in conformity with the laws and regulations of the Contracting Party in whose territory the property is situated;

(c) reinvested returns;

(d) claims to money or any other rights having a financial value related to an investment;

(e) shares, stocks, or any other form of participation in companies;

(f) industrial and intellectual property rights, in particular patents, industrial designs, technical processes, as well as trademarks, goodwill, and know-how;

(g) business concessions conferred by law or by contract, excluding concessions related to natural resources;

(h) bonds, debentures, and other forms of debt instruments in an enterprise.

For greater certainty, the term "Investment" shall not include:

(a) claims to money that arises from:

(i) commercial transactions for sales of goods and services;

(ii) extension of credit for financing commercial trade.

(b) However, sovereign debt of a Contracting Party or debt of a state enterprise shall be subjected to the applicable law, jurisdiction, and terms and conditions established in each relevant instrument;

10. The term "investor" means:

(a) natural persons having the nationality of a Contracting Party according to its laws;

(b) an enterprise incorporated or constituted under the law in force of a Contracting Party and having their registered offices together with substantial business activities in the territory of that Contracting Party;

who have made an investment in the territory of the other Contracting Party.

11. The term "investor of a Contracting Party" means any natural or legal person who is a national of one of the Contracting Parties under the laws of the Contracting Party whose nationality is invoked and who makes an investment in the territory of the other Contracting Party;

12. The term "investor of a non-Contracting Party" means, with respect to a Contracting Party, an investor that makes an investment in the territory of that Contracting Party but which is not an investor of either Contracting Party;

13. The term "laws and regulations" means, in respect of either Contracting Party, the laws and regulations applicable in the territory of that Contracting Party;

14. The term "measures" include a law, regulation, rule, procedure, decision, administrative action, requirement, practice, or any other form of measure by a Contracting Party or applicable in the territory of that Contracting Party;

15. The term "New York Convention" means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York, 10 June 1958;

16. The term "respondent" means the Contracting Party that is a party to an investment dispute;

17. The term "national of a Contracting Party" means:

(a) a natural person who is a national of a Contracting Party in accordance with its laws and regulations;

(b) legal persons constituted under the legislation of one of the Contracting Parties which have their principal place of business in the territory of such Contracting Party.

18. The term "returns" means the amounts yielded by an investment and includes, in particular, though not exclusively, profit, interest, capital gains, royalties, fees, and dividends;

19. The "territory" means:

(a) in respect of the Republic of Tiirkiye; the land territory, internal waters, the territorial sea and the airspace above them, as well as the maritime areas over which Türkiye has sovereign rights or jurisdiction for the purpose of exploration, exploitation, and preservation of natural resources whether living or non-living, pursuant to international law.

(b) in respect of the United Arab Emirates; the territory of the United Arab Emirates which is under its sovereignty as well as the area outside the territorial waters, airspace, and submarine areas over which the United Arab Emirates exercises sovereign and jurisdictional rights in respect of any activity carried on in its waters, seabed, subsoil in connection with the exploration for or the exploitation of the natural resources in accordance with international law.

20. The term "UNCITRAL Arbitration Rules" means the arbitration rules of the United Nations Commission on International Trade Law, as revised in 2010 or as subsequently agreed between the Contracting Parties.

Article 2. Scope of Application

1. This Agreement shall apply to investments in the territory of one Contracting Party, made in accordance with its national laws and regulations, by investors of the other Contracting Party, whether prior to or after the entry into force of the present Agreement. However, this Agreement shall not apply to any disputes that have arisen before its entry into force.

2. For greater certainty, this Agreement shall not be applicable to investments in the pre- establishment phase.

3. This Agreement substitutes and replaces the Agreement between the Republic of Turkey and the United Arab Emirates concerning the Reciprocal Promotion and Protection of Investments, signed on September 28, 2005 in Abu Dhabi, which will be terminated on the date of entry into force of this Agreement. The disputes submitted to arbitration after the date of the entry into force of this Agreement shall be settled in accordance with the provisions of this Agreement.

Article 3. Promotion and Protection of Investments

1. Subject to its laws and regulations, each Contracting Party shall encourage and promote in its territory as far as possible investments by investors of the other Contracting Party.

2. Investments of investors of each Contracting Party shall at all times be accorded treatment in accordance with customary international law minimum standard of treatment, including "fair and equitable treatment" and "full protection and security" in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair the management, maintenance, use, operation, enjoyment, extension, sale, liquidation or disposal of such investments by unreasonable or discriminatory measures.

3. Each Contracting Party shall accord to an investment treatment in accordance with the customary international law minimum standard of treatment of aliens, including "fair and equitable treatment" and "full protection and security", where the violation of the "fair and equitable treatment" means, the following:

(a) denial of justice in criminal, civil or administrative proceedings;

(b) fundamental breach of due process of law;

(c) manifest arbitrariness;

(d) targeted discrimination on manifestly wrongful grounds, such as gender, race or religious belief; or

(e) abusive treatment of investors, such as coercion, duress, and harassment.

4. "Full protection and security" requires each Contracting Party to take such measures as may be reasonably necessary to ensure the physical protection and security of the investment of an investor of the other Contracting Party.

5. The concepts of "fair and equitable treatment" and "full protection and security" in paragraph 2 do not require treatment

in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens.

6. A determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of paragraph 2 of this Article.

Article 4. Most Favored Nation Treatment

1. Each Contracting Party shall accord to the investors of the other Contracting Party and their investments treatment no less favorable than that accorded, in like circumstances, to investors of a third State and their investments, with respect to the management, conduct, operation, and disposal of investments.

2. It is understood that the reference to "like circumstances" in paragraph 1 requires a comprehensive examination, on a case-by-case basis, of all the circumstances of an investment, including, but not limited to:

(a) its effects on third parties and the local community;

(b) its effects on the local, regional, or national environment, including the cumulative effects of all investments in a jurisdiction on the environment;

(c) the sector in which the investor is located;

(d) the objective of the measure concerned; and

(e) the regulatory process generally applied to the measure concerned.

The review referred to in this paragraph shall not be limited or biased in favour of any one factor.

3. For greater certainty, the treatment referred to in paragraph 1 shall not include dispute settlement mechanisms, procedural or judicial matters, or commitments concerning the host Contracting Parties' substantive obligations under this Agreement or other international agreements.

4. The provisions of this Article relating to most-favoured-nation treatment shall not be construed as obliging a Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference, or privilege which results from:

(a) an existing or future trade area, customs union, common market or similar international agreement to which either Contracting Party is or may become a party; or

(b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

5. The provisions of this Article shall not apply to government contracts, grants, and loans, guarantees, and insurance given to governmentally owned enterprises.

Article 5. National Treatment

1. Subject to its laws and regulations, each Contracting Party shall accord to the investors of the other Contracting Party and to their investments treatment no less favourable than the treatment it accords in like circumstances to its own investors and to their investments, with respect to the management, conduct, operation, and disposal of investments.

2. The provisions of this Agreement shall not apply to government procurement and subsidies, grants, or loans to governmentally owned enterprises.

Article 6. General Exceptions

1. The provisions of Articles 4 and 5 of this Agreement shall not oblige the Contracting Parties to accord the investments of investors of the other Contracting Party the same treatment that it accords to the investments of its own investors with regard to the acquisition of land, real estates, and real rights thereof and these rights shall be governed by the laws and regulations of the host Contracting Party.

2. Nothing in this Agreement shall be construed:

(a) to require any Contracting Party to furnish or allow access to any information the disclosure of which it determines to be

contrary to its essential security interests;

(b) to prevent any Contracting Party from taking any actions that it considers necessary for the protection of its essential security interests:

(i) relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishments;

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

(iii) relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices; or

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

3. The adoption, maintenance or enforcement of such measures is subject to the requirement that they are not applied in an arbitrary or unjustifiable manner or do not constitute a disguised restriction on investments of investors of the other Contracting Party.

Article 7. Expropriation and Compensation (1)

1. Investments shall not be expropriated, nationalized or subject, directly or indirectly, to measures of similar effects (hereinafter referred as expropriation) except for a public purpose, in a non-discriminatory manner, upon payment of prompt, adequate and effective compensation, and in accordance with due process of law and the general principles of treatment provided for in Article 3 of this Agreement.

2. Non-discriminatory legal measures designed and applied to protect legitimate public welfare objectives, such as health, safety, and environment, do not constitute indirect expropriation.

3. The determination of whether a measure or series of measures of a Contracting Party constitute measures having equivalent effect to expropriation requires a case-by-case, fact-based inquiry that considers:

(a) the economic impact of the measure or series of measures, although the sole fact that a measure or series of measures of the Contracting Party has an adverse effect on the economic value of an investment does not establish that such measure or series of measures constitute measures having equivalent effect to expropriation or nationalization;

(b) the extent to which the measure or series of measures interfere with distinct, reasonable investment-backed expectations arising out of the Contracting Party's prior binding explicit written commitment directly and specifically to the investor; and

(c) the character of the measure or series of measures, including their nature, purpose, duration, and rationale.

4. Compensation shall be equivalent to the market value of the expropriated investment before the expropriation was taken or became public knowledge. Compensation shall be paid without delay and be freely transferable as described in Article 10.

5. Compensation shall be payable in a freely convertible currency, and in the event that payment of compensation is delayed, it shall include an appropriate interest rate from the date of expropriation until the date of payment.

6. The investor whose investments are expropriated shall have the right, under the law of the expropriating Contracting Party, to contest and to prompt review by a judicial or other competent authority of that Contracting Party of its expropriation and of valuation of its investments in accordance with the principles set out in this Article.

7. Subject to international law on State immunities, the Government assets of a Contracting Party shall be immune from nationalization, expropriation, blocking, or freezing, and shall not be subject to such measures under any request by a third party.

8. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights, or to revocation, limitation, or creation of intellectual property rights, to the extent that such issuance, revocation, limitation, or creation is consistent with the applicable domestic law and regulations of either Contracting Party and international agreements on intellectual property of which both Contracting Parties are signatories.

(1) This Article shall be interpreted in accordance with Annex (Expropriation)

Article 8. Right to Regulate

1. The Contracting Parties reaffirm their right to regulate within their territories to achieve legitimate policy objectives, such as the protection of public health, social services, public education, safety, environment or public morals, social or consumer protection, privacy, and data protection.

2. For greater certainty, the mere fact that a Contracting Party regulates, including through a modification of its laws and regulations, in a manner that negatively affects an investment or interferes with an investor's expectations, including its expectations of profits, does not amount to a breach of an obligation under this Agreement.

3. For greater certainty, a Contracting Party's decision not to issue, renew or maintain a subsidy or grant:

(a) in the absence of any specific commitment under law or contract to issue, renew, or maintain that subsidy or grant; or

(b) if the decision is made in accordance with the terms or conditions attached to the issuance, renewal, or maintenance of the subsidy or grant if any,

does not constitute a breach of the provisions of this Agreement.

4. For greater certainty, nothing in this Agreement shall be construed as preventing a Contracting Party from discontinuing the granting of a subsidy or requesting its reimbursement where such measure has been ordered by a competent court, administrative tribunal, or other competent authority, or requiring that Contracting Party to compensate the investor therefore.

Article 9. Compensation for Losses

1. Investors of either Contracting Party whose investments suffer losses in the territory of the other Contracting Party owing to war, insurrection, civil disturbance, or other similar events shall be accorded by such other Contracting Party treatment no less favorable than that accorded to its own investors or to investors of any third State, whichever is the most favorable treatment, as regards any measures it adopts in relation to such losses.

2. Without prejudice to paragraph 1, investors of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:

(a) requisitioning of their property by its forces or authorities; or

(b) destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation;

shall be accorded restitution or compensation, which in either case shall be prompt, adequate, and effective, resulting payments shall be freely convertible.

Article 10. Repatriation and Transfers

1. Each Contracting Party shall guarantee in good faith all transfers related to an investment to be made freely, and without delay into and out of its territory, such transfers include:

(a) the initial capital and additional amounts to maintain or increase investment;

(b) returns;

(c) proceeds from the sale or liquidation of all or any part of an investment;

(d) compensation pursuant to Articles 7 and 9;

(e) reimbursements and interest payments deriving from loans in connection with the investments;

(f) salaries, wages, and other remunerations received by the nationals of one Contracting Party who have obtained in the territory of the other Contracting Party the corresponding work permits related to an investment;

(g) payments arising from an investment dispute.

2. Transfers shall be made in the convertible currency in which the investment has been made or in any freely usable

currency at the rate of exchange in force at the date of the transfer unless otherwise agreed by the investor and the hosting Contracting Party.

3. Where, in exceptional circumstances, payments and capital movements cause or threaten to cause serious balance of payments difficulties, each Contracting Party may temporarily restrict transfers, provided that such restrictions are imposed on a non-discriminatory and in good faith basis and are consistent with the Articles of the Agreement of the International Monetary Fund.

Article 11. Prohibition of Performance Requirements

A Contracting Party shall not impose or enforce the following requirements or enforce a commitment or undertaking in connection with the expansion, management, conduct, or operation of a covered investment or any other investment in its territory;

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

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

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

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

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

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

Article 12. Subrogation

1. If one of the Contracting Parties has a public insurance or guarantee scheme to protect investments of its own investors against non-commercial risks, and if an investor of this Contracting Party has subscribed to it, any subrogation of the insurer under the insurance contract between this investor and the insurer, shall be recognized by the other Contracting Party.

2. The insurer is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor and shall assume the obligations related to the investment. The subrogated rights or claims shall not exceed the original rights or claims of the investor.

3. Disputes between a Contracting Party and an insurer shall be settled in accordance with the provisions of Article 13 of this Agreement.

Article 13. Settlement of Disputes between One Contracting Party and Investors of the other Contracting Party

1. This Article shall apply to disputes between one Contracting Party and an investor of the other Contracting Party concerning an alleged breach of an obligation of the former under this Agreement, which causes loss or damage to the investor or its investments.

2. Before submitting a claim to arbitration pursuant to this Article, the investor is obliged to submit to the host Contracting Party a written notification of a dispute ("notification of a dispute") to settle the dispute amicably.

3.Without prejudice to paragraph 2 of this Article, the claimant may not submit a notification of a dispute if the dispute or claim relating to the measure underlying the dispute under this Agreement was resolved via other legal measures or legal proceedings or by other international tribunal.

4. The notification of a dispute shall be submitted within four (4) years after the date on which the alleged breach of the Agreement occurred. If the claimant fails to submit a notification of a dispute within this period, the claimant shall be deemed to have waived its rights to bring a claim and may not submit a claim to arbitration under this Article.

5. Unless the disputing parties agree otherwise, the place of negotiations shall be the capital of the host Contracting Party.

6. A notification of a dispute must contain:

(a) the following information:

(i) the name and address of the claimant;

(ii) shareholder structure of the claimant, identification of the ultimate beneficial owner of the investment in question and identification of any government, person or organization that has provided or agreed to provide any financial or other assistance to the investor in connection with the claim, or has an interest in the outcome of the claim;

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

(iv) the legal and the factual basis for the claim, including the measures/treatment at issue; and

(v) the relief sought and the estimated amount of damages claimed;

(b) evidence establishing that the claimant is an investor of the Home Contracting Party pursuant to Article 1 (Definitions) of this Agreement which made an investment pursuant to Article 1 (Definitions) of this Agreement.

Mediation

7. Notwithstanding the provision of this Article, the disputing parties may at any time agree to have recourse to mediation.

8. Recourse to mediation is without prejudice to the legal position or rights of either disputing party under this Agreement and is governed by the rules agreed to by the disputing parties.

9. The mediator is appointed by agreement of the disputing parties. The disputing parties may also request that the Secretary-General of ICSID appoint the mediator.

10. The disputing parties shall endeavour to reach a resolution of the dispute within sixty (60) days from the appointment of the mediator.

11. A decision by a disputing party to terminate the mediation shall be transmitted by way of a letter to the mediator and the other disputing party.

Consent

12. The respondent consents to the settlement of the dispute by the tribunal in accordance with the procedures set out in this Article.

13. The consent under paragraph 12 and the submission of a claim to the tribunal under this Article shall satisfy the requirements of:

(a) Article 25 of the ICSID Convention and Chapter 1 of the ICSID Additional Facility Rules regarding written consent of the disputing parties; and

(b) an "agreement in writing" for purposes of Article II of the United Nations Convention for the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958 ("New York Convention").

14. If these disputes, cannot be settled amicably within six (6) months following the date of the written notification mentioned in paragraph 2, the disputes may be submitted, as the investor may choose to:

(a) the competent court of the Contracting Party in whose territory the investment has been made, or

(b) the Istanbul Arbitration Centre (ISTAC),

(c) the Abu Dhabi Commercial Conciliation and Arbitration Centre,

(d) the Dubai International Arbitration Centre (DIAC),

(e) Sharjah International Commercial Arbitration Centre,

(f) the International Center for Settlement of Investment Disputes (ICSID) set up by the "Convention on Settlement of Investment Disputes Between States and Nationals of other States", or

(g) ICSID Additional Facility Rules, provided that either Contracting Party, but not both, is a party to the ICSID Convention, or

(h) an ad hoc arbitral tribunal established under the Arbitration Rules of Procedure of the United Nations Commission for International Trade Law (UNCITRAL), approved by the United Nations General Assembly on December 15, 1976, as revised in

2010, or

(i) any other arbitration institution or any other arbitration rules, if the disputing parties so agree.

15. Once the investor has submitted the dispute to one or the other of the dispute settlement forums mentioned in paragraph 14, the choice of one of these forums shall be final.

16. In deciding whether an investment dispute is within the jurisdiction of ICSID and competence of the tribunal, the arbitral tribunal established under paragraph 14 (f) shall comply with the notification submitted by the Republic of Tiirkiye on March 3, 1989 to ICSID in accordance with Article 25 (4) of ICSID Convention, concerning classes of disputes considered suitable or unsuitable for submission to the jurisdiction of ICSID, as an integral part of this Agreement.

Selection of Arbitrators

17. Unless the disputing parties agree otherwise, the tribunal shall comprise three arbitrators, one arbitrator appointed by the claimant and another by the respondent and the third, who shall be the presiding arbitrator, shall be a national of a third country appointed by agreement of the claimant and the respondent. The appointing authority shall be the President, the Vice- President or the next senior Judge of the International Court of Justice, who is not a national of either Contracting Party.

18. If a tribunal has not been constituted within ninety (90) days from the date that a claim is submitted to arbitration under this Section, the appointing authority, on the request of the claimant or the respondent, shall appoint the arbitrator or arbitrators not yet appointed, The claimant and the respondent do not lose their right to appoint arbitrators according to paragraph 17 until the appointing authority does so.

19. Arbitrators appointed pursuant to this Article shall have expertise or experience in public international law, in particular international investment law. It is desirable that they have expertise or experience in resolution of disputes arising under international investment agreements.

20. Arbitrators shall not be affiliated with any government. They shall not take instructions from any organization, or government with regard to matters related to the dispute. They shall not participate in the consideration of any disputes that would create a direct or indirect conflict of interest. They shall comply with the International Bar Association Guidelines on Conflicts of Interest in International Arbitration. In addition, upon appointment, they shall refrain from acting as counsel or as party-appointed expert or witness in any pending or new investment dispute under this or any other international agreement.

21. Where a disputing party considers that an arbitrator does not comply with the requirements of the paragraphs 19 and 20 of this Article, that disputing party shall send a notice of challenge to the appointing authority, and inform the other disputing party, within fifteen (15) days from the time it became aware of the circumstances underlying the arbitrator's non-compliance with the paragraphs 19 and 20 of this Article. The appointing authority shall issue a decision within sixty (60) days of receipt of the notice of challenge and notify the disputing parties and the other arbitrators. If the new arbitrator has not been appointed by agreement of the disputing parties within thirty (30) days of the date of the appointing authority's decision, the appointing authority, on the request of either disputing party, shall appoint, in his or her discretion, the new arbitrator.

Awards

22. Article 48-52 of the ICSID Convention shall be applicable with respect to award.

23. The arbitration awards shall be final and binding for all parties in dispute. Each Contracting Party shall execute the award according to its national law.

24. Any award of damages shall be determined in accordance with the generally recognized international principles of valuation and taking into account, inter alia, equitable balance between the public interest and interest of those affected, the purpose of the measure, the current and past use of the property, the history of its acquisition, the amount of capital invested, depreciation, duration as a going concern of the undertaking, its record of profitability, capital already repatriated, replacement value and other relevant factors. Compensation shall neither include losses which are not actually incurred nor probable or unreal profits. Compensation may be adjusted to reflect aggravating conduct by an investor or conduct that does not seek to mitigate damages.

25. Where a tribunal makes a final award, the tribunal shall award only:

(a) monetary damages or restitution of property; and

(b) any costs of the arbitration proceedings and attorney's fees in accordance with this Agreement and the applicable arbitration rules. No punitive or moral damages shall be awarded by the tribunal.

26. Subject to any applicable review procedure, each disputing party shall abide by and comply with an award rendered by the tribunal without delay.

27. A claimant or a Contracting Party may not seek enforcement of a final award until:

(a) in the case of a final award issued under the ICSID Convention:

(i) one hundred and twenty (120) days have elapsed from the date the award was rendered and no disputing party has requested revision or annulment of the award; or

(ii) enforcement of the award has been stayed and revision or annulment proceedings have been completed.

b) in the case of a final award under the ICSID Additional Facility Rules, the UNCITRAL Arbitration Rules, or any other rules applicable pursuant to this Article:

(i) ninety (90) days have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to revise, set aside, or annul the award; or

(ii) a court has dismissed or allowed an application to revise, set aside, or annul the award and there is no further appeal.

28. Neither of the Contracting Parties, which is a party to a dispute, can raise an objection, at any phase of the arbitration procedure or of the execution of an arbitral award, on account of the fact that the investor, which is the other party to the dispute, has received an indemnification covering a part or the whole of its losses by virtue of an insurance.

Applicable Laws

29. When rendering its decision, the tribunal established under this Agreement shall apply this Agreement and other rules and principles of international law applicable between the Contracting Parties. The domestic law of the Contracting Parties is not part of the applicable law under this Agreement. Where the tribunal is required to ascertain the meaning of a provision of the domestic law of one of the Contracting Parties as a matter of fact, it shall follow the prevailing interpretation of that provision made by the court or authorities of that Contracting Party.

30. A joint interpretation of the Contracting Parties, exchanged through diplomatic channels, interpreting a provision of this Agreement shall be binding on a tribunal, and any decision or award issued by a tribunal must be consistent with that interpretation.

Article 14. Denial of Benefits

1. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is a company of such other Contracting Party and to investments of such investor if the company has no effective business activities in the territory of the Contracting Party under whose law it is constituted or organized and investors of a non-Contracting Party, or investors of the denying Contracting Party, own or control the company.

2. The benefits of this Agreement shall not be available to an investor of a Contracting Party who acquires the nationality of the other Contracting Party or a third state to invoke the benefits of this Agreement.

3. The denying Contracting Party shall, to the extent practicable, notify the other Contracting Party before denying the benefits.

Article 15. Settlement of Disputes between the Contracting Parties

1. The Contracting Parties shall seek in good faith and a spirit of cooperation a rapid and equitable solution to any dispute between them concerning the interpretation or application of this Agreement. In this regard, the Contracting Parties agree to engage in direct and meaningful negotiations to arrive at such solutions.

2. If the Contracting Parties cannot reach an agreement within six (6) months after the beginning of disputes between themselves through the foregoing procedure, the disputes may be submitted, upon the request of either Contracting Party, to an arbitral tribunal of three members.

3. Within two (2) months of receipt of a request, each Contracting Party shall appoint an arbitrator. The two arbitrators shall select a third arbitrator as Chairman, who is a national of a third State. In the event either Contracting Party fails to appoint

an arbitrator within the specified time, the other Contracting Party may request the President of the International Court of Justice to make the appointment.

4. If both arbitrators cannot reach an agreement about the choice of the Chairman within two (2) months after their appointment, the Chairman shall be appointed upon the request of either Contracting Party by the President of the International Court of Justice.

5. If, in the cases specified under paragraphs 3 and 4 of this Article, the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice- President, and if the Vice-President is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the most senior member of the Court who is not a national of either Contracting Party.

6. The tribunal shall have three (3) months from the date of the selection of the Chairman to agree upon rules of procedure consistent with the other provisions of this Agreement. In the absence of such agreement, the tribunal shall request the President of the International Court of Justice to designate rules of procedure, taking into account generally recognized rules of international arbitral procedure.

7. Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within eight (8) months of the date of selection of the Chairman, and the tribunal shall render its decision within two (2) months after the date of the final submissions or the date of the closing of the hearings, whichever is later. The arbitral tribunal shall reach its decisions, which shall be final and binding, by a majority of votes. Arbitral Tribunal shall reach its decision on the basis of this Agreement and in accordance with international law applicable between the Contracting Parties.

8. Expenses incurred by the Chairman, the other arbitrators, and other costs of the proceedings shall be paid for equally by the Contracting Parties. The tribunal may, however, at its discretion, decide that a higher proportion of the costs be paid by one of the Contracting Parties.

9. A dispute shall not be submitted to an international arbitral tribunal under the provisions of this Article if a dispute on the same matter has been brought before another international arbitral tribunal under the provisions of Article 13 and is still before the tribunal. This will not impair the engagement in direct and meaningful negotiations between both Contracting Parties.

Article 16. Service of Documents

Notices and other documents in disputes under Articles 13 and 15 shall be served on Türkiye by delivery to:

Cumhurbaskanligi Hukuk ve Mevzuat Genel Müdürlügiü

Cumhurbaskanligi Külliyesi 06560 Bestepe-Ankara

Türkiye

(General Directorate of Law and Legislation of the Presidency The Presidential Complex)

Notices and other documents in disputes under Articles 13 and 15 shall be served on United Arab Emirates by delivery to:

Ministry of Finance

The International Financial Relations Department, Al-Falah Street, P.O. Box 433, Abu Dhabi, United Arab Emirates

The Contracting Parties shall inform each other through diplomatic channels in case of any changes of their notification address.

Article 17. Entry Into Force, Duration, Amendment, and Termination

1. This Agreement shall enter into force on the date of the receipt of the last notification by the Contracting Parties, in writing and through diplomatic channels, of the completion of the respective internal legal procedures necessary to that effect.

2. This Agreement shall remain in force for a period of ten (10) years and shall continue in force unless terminated in accordance with paragraph 4 of this Article.

3. This Agreement may be amended by mutual written consent of the Contracting Parties at any time. The amendments

shall enter into force in accordance with the same legal procedure prescribed under the first paragraph of the present Article.

4. Either Contracting Party may, by giving one year's prior written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten-year period or at any time thereafter.

5. With respect to investments made or acquired prior to the date of termination of this Agreement and to which this Agreement otherwise applies, the provisions of all of the other Articles of this Agreement shall thereafter continue to be effective for a further period of ten (10) years from such date of termination.

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

DONE in duplicate at Abu Dhabi on July 19, 2023 in the Turkish, Arabic, and English languages, all texts being equally authentic.

In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF TÜRKIYE

Mehmet Fatih Kacir

Minister of Industry and Technology

FOR THE GOVERNMENT OF THE REPUBLIC OF THE UNITED ARAB EMIRATES

Mohamed Bin Hadi Al Hussaini

Minister of State for Financial Affairs

ANNEX. Expropriation

The Contracting Parties confirm their shared understanding that:

1. An action or a series of actions by a Contracting Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in an investment.

2. Expropriation may be direct or indirect:

(a) direct expropriation occurs when an investment is nationalized or otherwise directly expropriated through formal transfer of title or outright seizure; and

(b) indirect expropriation occurs if a measure or series of measures of a Contracting Party has an effect equivalent to direct expropriation in that it substantially deprives the investor of the fundamental attributes of property in its investment, including the right to use, enjoy and dispose of its investment, without formal transfer of title or outright seizure.

3. The determination of whether a measure or series of measures of a Contracting Party, in a specific fact situation, constitutes an indirect expropriation requires a case-by-case, fact-based inquiry that takes into consideration, among other factors:

(a) the economic impact of the measure or series of measures, although the sole fact that a measure or series of measures of a Contracting Party has an adverse effect on the economic value of an investment does not establish that an indirect expropriation has occurred;

(b) the duration of the measure or series of measures of a Contracting Party;

(c) the extent to which the measure or series of measures interferes with distinct, reasonable investment-backed expectations; and

(d) the character of the measure or series of measures, notably their object, context, and intent.