AGREEMENT BETWEEN THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY AND THE GOVERNMENT OF THE REPUBLIC OF TÜRKIYE ON THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Oriental Republic of Uruguay and the Government of the Republic of Türkiye, hereinafter referred to as the "Contracting Parties";

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

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

Convinced that these objectives can be achieved without violating generally applicable health, safety and environmental measures, as well as internationally recognized labor rights;

Recognizing their inherent right to regulate and resolving to preserve the flexibility of the Contracting Parties to establish legislative and regulatory priorities, to safeguard the public welfare and to protect legitimate public welfare objectives, such as public health, safety, the environment, the conservation of non-renewable (non-living) natural resources, the integrity and stability of the financial system and public morals;

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

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. The term "enterprise" means any juridical person or any other entity duly constituted or organized under applicable laws and regulations, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, association, sole proprietorship, joint venture, civil partnership, organization or company.

2. The term "investment" means any type of asset, related to business activities, acquired for the purpose of establishing lasting economic relations, owned or controlled by an investor of a Contracting Party, and made in the territory of the other Contracting Party in accordance with its laws and regulations, and having the characteristics of an investment, including such aspects as commitment of capital or other resources, expectation of gain or profit, assumption of risk, contribution to economic development and a specified duration, and including in particular, but not limited to:

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

(b) reinvested earnings;

(c) monetary claims or any other rights having financial value related to an investment;

(d) shares, capital stock or any other form of participation in an enterprise;

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

(f) commercial concessions granted by law or by contract, including concessions related to natural resources.

Whether a particular type of license, authorization, permit or similar instrument (including a concession, to the extent that it

is in the nature of such an instrument) has the characteristics of an investment depends on such factors as the nature and extent of the rights that the holder has under the law of the Contracting Party. Among the licenses, authorizations, permits and similar instruments that do not have the characteristics of an investment are those that do not create any rights protected by domestic law. For greater certainty, the foregoing is without prejudice to whether any asset associated with the license, authorization, permit or similar instrument has the characteristics of an investment.

3. The term "investment" does not mean;

(a) rights to money arising exclusively from:

(i) a commercial contract for the sale of a good or service by an enterprise in the territory of a Contracting Party to an enterprise in the territory of another Contracting Party,

(ii) the extension of credit in connection with a commercial transaction, such as a financial exchange; nor

(b) any other claim to money, not involving the types of assets set forth in subparagraphs (a) through (f) of Paragraph 2;

(c) sovereign debt, regardless of original maturity, of a Contracting Party or state enterprise debt.

The term "investment" does not include mandates or judgments entered in a judicial or administrative proceeding.

4. The term "investor of a Contracting Party" means:

(a) a natural person having the nationality of that Contracting Party in accordance with its laws and regulations or;

(b) an enterprise having substantial business activities in the territory of the Contracting Party where it is incorporated or constituted;

which has made an investment in the territory of the other Contracting Party.

5. The term "measure" includes any law, regulation or procedure.

6. The term "profit" refers to income from an investment and includes, in particular but not exclusively: profits, dividends, capital gains, interest, royalties and any other rights.

7. For the purposes of this Agreement, an enterprise is:

(i) "owned" by an investor if more than fifty percent of the equity interest therein is owned by the investor; and

(ii) "controlled" by an investor if the investor has the power to appoint a majority of its directors or otherwise to legally direct its actions;

8. Territory" means;

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

(b) with respect to the Oriental Republic of Uruguay; the territory of the Oriental Republic of Uruguay including the land space, internal waters, territorial sea including the seabed and subsoil, and air space under its sovereignty and the exclusive economic zone and continental shelf over which it exercises sovereign rights and jurisdiction in accordance with international law and its internal legislation and regulations.

Article 2. Scope of the Agreement

1. This Agreement shall apply to measures adopted or maintained by a Contracting Party in respect of investments made in the territory of that Contracting Party, in accordance with its domestic laws and regulations, by investors of the other Contracting Party, whether before or after the entry into force of this Agreement.

2. This Agreement shall not apply to any dispute that arose prior to its entry into force or to any action taken prior to the entry into force of this Agreement, even if its effects persist thereafter.

3. A natural person who is a citizen of both Contracting Parties shall be considered exclusively a national of the Contracting Party of his dominant and effective nationality.

4. The provisions of this Agreement shall not apply to:

(a) subsidies or guarantees;

(b) taxation measures;

(c) government procurement;

(d) any actual or prospective advantages granted by either Contracting Party by virtue of its membership or association with a customs, economic or monetary union, a common market or a free trade area.

5. The provisions of this Agreement shall not be construed to require a Contracting Party to extend to investors of the other Contracting Party the benefit of any treatment, preference or privilege which might be extended to them by the first Contracting Party under an international agreement or arrangement relating in whole or in part to taxation.

Article 3. Promotion and Protection of Investments

Subject to its laws and regulations, each Contracting Party shall, to the extent possible, promote in its territory investments of investors of the other Contracting Party.

Article 4. Minimum Standard of Treatment

1. Investments of investors of each Contracting Party shall be treated in accordance with the minimum standard of treatment under customary international law, including fair and equitable treatment and full protection and security in the territory of the other Contracting Party.

2. For greater certainty, the paragraph prescribes the customary international law minimum standard of treatment as the standard of treatment to be accorded to investments. The concepts of "fair and equitable treatment" and "full protection and security" do not require treatment in addition to or beyond that required by that standard and do not create additional substantive rights. The obligation in the paragraph to provide:

(a) "fair and equitable treatment" includes the obligation not to deny justice in criminal, civil or administrative proceedings in accordance with the principle of due process of law embodied in the principal legal systems of the world; and

(b) "full protection and security" requires each Contracting Party to provide the level of police protection required under customary international law.

3. A determination that another provision of this Agreement or of another international agreement has been violated does not establish that this Article has been violated.

4. For greater certainty, the mere fact that a Contracting Party takes or fails to take an action that may be inconsistent with the expectations of an investor does not constitute a breach of this Article, even if loss or damage to the investment results therefrom.

Article 5. National Treatment and Most-Favored Nation Treatment

1. Each Contracting Party shall accord in its territory to investments of investors of the other Contracting Party, once established, treatment no less favorable than that accorded in like circumstances (1) to investments of its own investors or to investments of investors of any third State, whichever is more favorable, with respect to the management, maintenance, use, operation, enjoyment, extension, sale, liquidation or disposal of the investment.

2. For greater certainty, the Most-Favored-Nation treatment referred to in paragraph of this Article does not include investor-state dispute settlement procedures or mechanisms such as those included in Article 14 "Dispute Settlement between a Contracting Party and Investors of the other Contracting Party".

3. The provisions of this Agreement shall not oblige either Contracting Party to accord to investments of investors of the other Contracting Party the same treatment as it accords to investments of its own investors with respect to the acquisition of land, real estate and rights in rem thereon.

(1) For greater certainty, whether treatment is accorded in "like circumstances" under paragraph 1 shall depend on the totality of circumstances, including whether the relevant treatment distinguishes between investors or investors on the basis of legitimate public welfare objectives.

Article 6. Entry and Stay of Personnel

The Contracting Parties shall endeavor, within the framework of their national legislation, to give due consideration to requests for the entry and stay of nationals of either Contracting Party who wish to enter the territory of the other Contracting Party in connection with the making and carrying out of an investment.

Article 7. General and Security Exceptions

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining or enforcing any non-discriminatory measure:

(a) necessary to protect human, animal or plant life or health, or the environment;

(b) related to the conservation of living or non-living exhaustible natural resources;

(c) necessary to protect public morals or maintain public order;

(d) necessary to secure compliance with laws or regulations not inconsistent with the provisions of this Agreement; or

(e) imposed for the protection of national treasures of artistic, historical or archaeological value.

2. Nothing in this Agreement shall be construed to:

(a) require any Contracting Party to furnish or permit access to any information the disclosure of which it determines to be contrary to its essential security interests;

(b) prevent any Contracting Party from taking any action it considers necessary for the protection of its essential security interests;

(c) prevent any Contracting Party from taking any action it considers necessary for the performance of its obligations with respect to the maintenance or restoration of international peace or security.

3. Nothing in this Agreement shall prevent a Contracting Party from adopting or maintaining a measure for prudential reasons, including:

(a) the protection of investors, depositors, financial market participants, policy holders or persons to whom a financial institution, cross-border financial service supplier or financial service supplier owes a fiduciary duty;

(b) maintaining the safety, soundness, integrity or financial responsibility of a financial institution, cross-border financial service supplier or financial service supplier;

(c) ensuring the integrity and stability of the financial system of a Contracting Party;

If a prudential measure described in Paragraph 1 does not conform to the provisions of this Agreement to which the exception applies, it shall not be used as a means of avoiding a Contracting Party's commitments or obligations under those provisions.

4. This Agreement shall not apply to measures adopted or maintained by a Contracting Party in connection with activities carried out by the central bank or monetary authority or by any other public entity in pursuance of monetary or exchange rate policies.

Article 8. Expropriation (2)

1. Investments may not be expropriated, nationalized or subjected, directly or indirectly, to measures having similar effects (hereinafter referred to as expropriation) except in the public interest, on a non-discriminatory basis, upon payment of prompt, adequate and effective compensation, and in accordance with due process of law.

2. The compensation referred to in paragraph 1 shall be equivalent to the market value of the expropriated investment before it is made or becomes public knowledge. Such compensation shall be paid without undue delay and shall be freely transferable in accordance with the provisions of Article 10 "Transfers".

3. The compensation referred to in paragraph 1 shall be payable in a freely convertible currency and, in case of delay in the payment of compensation, shall include interest at a commercially reasonable rate from the date of expropriation until the date of payment.

4. This Article shall not apply to the issuance of compulsory licenses granted in relation to intellectual property rights in accordance with the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation complies with the TRIPS Agreement.

(2) This Article shall be interpreted in accordance with Annex A (Expropriation).

Article 9. Compensation for Losses

1. Investors of any Contracting Party whose investments suffer losses in the territory of the other Contracting Party by reason of war, insurrection, civil disturbance or other similar events shall receive from that other Contracting Party treatment no less favorable than that accorded to its own investors or to investors of any third State, whichever treatment is more favorable, in respect of measures taken by it in consequence of such losses.

2. Without prejudice to paragraph 1, an investor of a Contracting Party which, in any of the circumstances referred to in that paragraph, suffers damage or loss in the territory of the other Contracting Party as a result of:

(a) requisition of its investments or part thereof by the forces or authorities thereof; or

(b) destruction of its investments or part thereof by the forces or authorities thereof, not required by the necessity of the situation.

The latter Contracting Party shall provide the investor with restitution, compensation or both, as appropriate, for such loss. Any compensation shall be prompt, adequate and effective in accordance with paragraph 1 of Article 8 "Expropriation".

Article 10. Transfers

1. Each Contracting Party shall permit in good faith all transfers relating to and from its investment in its territory to be made freely and without undue delay into its territory. Such transfers include:

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

(b) profits;

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

(d) compensation pursuant to Article 8 "Expropriation" and Article 9 "Compensation for Losses";

(e) repayments and interest payments arising from loans related to investments;

(f) wages, salaries and other remuneration received by nationals of a Contracting Party who have been employed in accordance with national labor standards in the territory of the other Contracting Party;

(g) payments arising out of a dispute relating to an investment.

2. Transfers shall be made in the convertible currency in which the investment was made or in freely usable currency at the rate of exchange prevailing on the date of transfer.

3. Notwithstanding paragraphs 1 and 2, a Contracting Party may, in good faith and in an equitable and non-discriminatory manner, delay or prevent transfers pursuant to its laws and regulations in connection with:

(a) bankruptcy, insolvency or creditor rights protection;

(b) issuing, transacting or dealing in securities, futures, options or derivatives;

(c) criminal or penal offenses;

(d) financial disclosure or registration of transfers where it is necessary to assist financial regulatory or law enforcement authorities; or

(e) ensuring compliance with orders or judgments in judicial or administrative proceedings.

4. A Contracting Party may adopt or maintain measures inconsistent with paragraphs 1 and 2:

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

(b) in cases where, in exceptional circumstances, capital movements cause or threaten to cause serious difficulties for macroeconomic management, in particular in monetary or exchange rate policies.

5. Any measure adopted or maintained under paragraph 4 shall:

(a) be applied in such a manner that the other Contracting Party receives treatment no less favorable than any non-Party;

(b) be consistent with the Articles of Agreement of the International Monetary Fund;

(c) not exceed what is necessary to meet the circumstances set forth in paragraph; and

(d) be temporary and be phased out progressively as the situation set forth in paragraph 4 improves.

Article 11. Subrogation

1. If a Contracting Party or an agency of a Contracting Party makes a payment to an investor of that Contracting Party under a guarantee, insurance contract or other form of indemnification it has provided in respect of an investment, the other Contracting Party shall recognize the subrogation or transfer of any right or title in respect of such investment. The right or claim subrogated or transferred may not be greater than the original right or claim of the investor.

2. Where a Contracting Party or an agency of a Contracting Party has made a payment to an investor of that Contracting Party and has taken over the rights and claims of an investor, that investor shall not, unless authorized to act on behalf of the Contracting Party or the agency of the Contracting Party making the payment, exercise those rights and claims against the other Contracting Party. For greater certainty, disputes between a Contracting Party and an agency of the other Contracting Party shall be settled in accordance with the provisions of Article 14 of this Agreement.

Article 12. Denial of Benefits

A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of that other Contracting Party and to investments of such investor if the enterprise:

(a) has no substantive business activities in the territory of the Contracting Party under whose law it is incorporated or organized and

(b) is owned or controlled by investors of a non-Contracting Party or by an investor of the denying Contracting Party.

Article 13. Corporate Social Responsibility

Investors operating within the territory of each Contracting Party shall endeavor to voluntarily incorporate into their internal practices and policies internationally recognized standards of corporate social responsibility, such as statements of principles that have been endorsed or promoted by the Contracting Parties. These principles address, inter alia, labor, environmental, human rights, community relations and anti-corruption issues.

Article 14. Settlement of Disputes between a Contracting Party and Investors of the other Contracting Party

1. This Article shall apply to disputes between a Contracting Party and an investor of the other Contracting Party in connection with an alleged breach of an obligation of the former under this Agreement, which causes loss or damage to the investor, hereinafter referred to as "investment dispute".

2. In the event of an investment dispute between a Contracting Party and an investor of the other Contracting Party in connection with its investment, the investor shall notify the Contracting Party receiving the investment in writing, including details of the investment. To the extent possible, the investor and the Contracting Party concerned shall endeavor to resolve such disputes through consultations and negotiations in good faith.

3. The written request for consultations or negotiations referred to in paragraph 2 shall specify:

(a) the name and address of the investor;

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

(c) the factual and legal basis of the claim, including the measure at issue;

(d) the relief sought and the amount of damages claimed;

(e) evidence of its status as an investor of the other Contracting Party and of the existence of the investment; and

(f) other relevant information to enable the host Contracting Party to participate effectively in consultations and negotiations and to prepare its defense.

4. For greater certainty, the initiation of consultations and negotiations under this Article shall not be construed as recognition of the jurisdiction of any Arbitral Tribunal that may be constituted in the future pursuant to this Article.

5. If the investment dispute cannot be settled amicably within six (6) months from the date of receipt by the Contracting Party of the written notification referred to in paragraph 2, the investor may submit the dispute, alleging:

(a) that the Contracting Party has breached an obligation under this Agreement; and

(b) that the investor has incurred loss or damage due to or arising out of such breach.

6. The investor may submit the claim referred to in paragraph 1 to one of the following alternatives:

(a) the competent court or administrative tribunal of the Contracting Party in whose territory the investment was made, or

(b) to international arbitration in accordance with the provisions of paragraph 7.

7. In accordance with the provisions of paragraph 6, in the case of international arbitration, the investor may submit the dispute to:

(a) an Arbitral Tribunal constituted under the International Centre for Settlement of Investment Disputes (ICSID) established by the "Convention on the Settlement of Investment Disputes between States and Nationals of other States", or

(b) an Arbitral Tribunal constituted under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), adopted by the General Assembly of the United Nations on December 15, 1976 and revised in 2010, or

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

8. Once the investor has submitted the dispute to one or other of the dispute settlement forums referred to in paragraph 7, the choice of one of these forums shall be final and the investor may not submit the same claim to any other forum.

9. For greater certainty, if the investment dispute is submitted to the court or administrative tribunal of the host Contracting Party or to any other dispute settlement procedure, the choice of forum shall be final and the investor may not thereafter submit the same investment dispute to international arbitration under this Article.

10. The arbitration rules applicable under paragraph 7 in effect on the date on which the claim or claims were submitted to arbitration under this Article shall govern the arbitration, except as modified by this Agreement.

11. Notwithstanding paragraph 6 of this Article, disputes relating to ownership of and rights in rem in immovable property are entirely within the jurisdiction of the courts of the host Contracting Party and therefore shall not be subject to the jurisdiction of the International Centre for Settlement of Investment Disputes (ICSID) or any other international dispute settlement mechanism.

12. No investment dispute shall be submitted to international arbitration under this Article unless:

(a) the necessary permits are obtained in accordance with the relevant law of the host Contracting Party with respect to the investment activities actually commenced;

(b) the investor consents in writing to international arbitration in accordance with the procedures set forth in this Article; and

(c) the investor has provided to the Contracting Party a written waiver of any right to initiate before any court or administrative tribunal under the law of a Contracting Party any proceeding or other dispute settlement procedure with respect to any measure alleged to constitute a breach of this Agreement.

13. No claim shall be submitted to arbitration under this Article if more than three (3) years have elapsed from the date on which the investor first became or should have first become aware of the alleged breach under paragraph 5, and of the knowledge that the investor has incurred loss or damage.

14. A dispute shall be deemed to have been submitted to arbitration under the terms of this Article when:

(a) a request for arbitration under Article 36(1) of the ICSID Convention has been registered by the Secretary-General in accordance with paragraph 3 thereof; or

(b) the disputing party has received a notice of arbitration under the UNCITRAL Arbitration Rules; or

(c) it has been recommended in accordance with any arbitration institution or arbitration rules selected under paragraph 7;

15. The investor and the host Contracting Party may agree on the place of arbitration in accordance with the applicable arbitration rules under paragraph 7. If the disputing parties are unable to agree, the arbitral tribunal shall determine the place in accordance with the applicable arbitration rules, provided that the place is in the territory of a member party to the New York Convention.

16. An investor may not submit a dispute alleging a breach of, or otherwise invoking, Article 5 "National Treatment and Most-Favored-Nation Treatment" on the basis that another international agreement contains more favorable rights or obligations. For greater certainty, this shall not preclude a claim from modifying a Contracting Party's measures, including measures taken pursuant to another international agreement, on the ground that those measures are in breach of Article 5 "National Treatment and Most-Favored-Nation Treatment" and have caused loss or damage to the investor.

17. At least 90 days before submitting any claim to arbitration under this Article, the investor shall send to the host Contracting Party a written notice of its intention to submit a dispute to arbitration. This notice of arbitration shall specify:

(a) the name and address of the investor and, if relevant, the place where the investor is incorporated;

(b) for each claim, the provision of this Agreement allegedly breached and any other relevant provision;

(c) the factual and legal basis for each claim;

(d) the specific request and the approximate amount of damages claimed; and

(e) evidence of its status as an investor of the other Contracting Party and the existence of the investment.

18. Once any of the actions referred to in paragraph 6 of this Article have been taken, neither Party shall take the dispute through diplomatic channels unless:

(a) the relevant judicial or administrative body, the Secretary-General of ICSID ("Secretary-General"), the arbitral tribunal or the conciliation commission, as the case may be, has decided that it has no jurisdiction over the dispute in question; or

(b) the Contracting Party has failed to comply with a judgment, award, order or other determination issued by the body in question.

19. Unless otherwise agreed by the investor and the Contracting Party, the arbitral tribunal established under paragraph 7(b) shall consist of three arbitrators, one arbitrator appointed by each of the disputing parties and designated by agreement of the disputing parties, the third, who shall be the presiding arbitrator.

20. If the tribunal has not been constituted within 60 days from the date on which a claim is submitted to arbitration under this Article, the appointing authority under this Article shall be as follows:

(a) in the case of an arbitration brought under the ICSID Convention or the ICSID Additional Facility Rules, the Secretary-General of ICSID;

(b) in the case of an arbitration brought under the UNCITRAL Rules, the Secretary-General of the Permanent Court of Arbitration;

Provided that, the designating authority referred to in subparagraph (a) or (b) of this paragraph shall be a national of a Contracting Party, the designating authority shall be in the following order: the President, the Vice-President or the next most senior Judge of the International Court of Justice who is not a national of any Contracting Party.

21. At the request of a disputing party, the appointing authority shall designate, at its discretion, after consultation with the disputing parties, the arbitrator or arbitrators not yet appointed. The appointing authority shall not appoint a national of either Contracting Party as presiding arbitrator unless the disputing parties agree otherwise.

22. All arbitrators appointed pursuant to this Article shall have knowledge or experience in public international law and international trade or international investment rules, or the resolution of disputes arising under international trade or investment agreements. They shall be chosen strictly on the basis of objectivity, reliability and sound judgment; be

independent, serve in their individual capacity and not be affiliated with or receive instructions from any organization or government with respect to matters relating to the dispute, nor be affiliated with the government of any Party or any disputing party; and comply with Annex B (Code of Conduct).

23. In the event that any arbitrator appointed under this Article resigns or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator.

24. In the event that the respondent applies within 45 days after the constitution of the tribunal, the tribunal shall decide in an expeditious manner an objection that the dispute is not within the jurisdiction of the tribunal, including an objection that the dispute is not within the jurisdiction of the tribunal. The tribunal shall stay any proceedings on the merits of the case and shall render a decision or award on the objection, stating the grounds for the objection, not later than one hundred and fifty (150) days after the date of the request. However, if a disputing party requests a hearing, the tribunal may take an additional thirty 30 (30) days to issue the decision or award. Regardless of whether a hearing is requested, a tribunal may, upon a showing of extraordinary cause, delay issuing its decision or award for an additional brief period, not to exceed thirty (30) days.

25. When a claim is submitted under this Article, the arbitral tribunal shall make its decisions in accordance with the provisions of this Agreement, the laws and regulations of the Contracting Party involved in the dispute in whose territory the investment is made (including its conflict of laws rules), and the relevant principles of international law applicable between the Contracting Parties.

26. The arbitral tribunal shall render its decision within a reasonable time and by majority vote. The award rendered by the Arbitral Tribunal shall state the reasons on which it is based. Arbitral awards shall be final and binding on all parties to the dispute and with respect to the particular case. Each Contracting Party shall enforce the award in accordance with its national law.

27. The investor and the host Contracting Party shall not be obliged to disclose confidential information or information that is privileged or otherwise protected under their applicable laws and regulations, or to disclose information that would impede law enforcement or be contrary to the public interest, or that would prejudice privacy or legitimate commercial interests.

28. When an arbitral tribunal makes a final award, the tribunal may award, separately or in the aggregate, only:

(a) monetary damages and any applicable interest; and

(b) restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest in lieu of restitution.

29. The arbitral tribunal may also award costs and fees in accordance with this Agreement and the applicable arbitral rules. For greater certainty, a tribunal shall not award punitive damages.

30. A disputing party shall not apply for enforcement of a final award until:

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

(i) one hundred twenty (120) days have elapsed from the date the award was rendered and no party to the dispute has requested revision of the award under Article 51 of the ICSID Convention or revision or annulment of the award under Article 52 of the ICSID Convention; or

(ii) revision or annulment proceedings have been completed; and

(b) in the case of a final award under the UNCITRAL Arbitration Rules, or the rules selected pursuant to paragraph 7:

(i) 90 days have elapsed from the date on which the award was rendered and no disputing party has applied for revision, setting aside or annulment of the award; or

(ii) a tribunal has dismissed or allowed an application for revision, setting aside or annulment of the award and no further appeal has been made.

Article 15. Settlement of Disputes between the Contracting Parties

1. The Contracting Parties shall seek in good faith and in a spirit of cooperation a prompt and equitable solution to any dispute between them concerning the interpretation or application of this Agreement. In this regard, the Contracting Parties

agree to enter into direct and meaningful negotiations to reach such solutions.

2. If the Contracting Parties are unable to reach agreement within six (6) months, disputes may, at the request of either Contracting Party, be submitted to a three-member arbitral tribunal.

3. Arbitration proceedings shall be initiated upon notification of arbitration through diplomatic channels by the Contracting Party initiating such proceedings to the other Contracting Party. Such notice of arbitration shall:

(a) specify for each claim, the provision of this Agreement alleged to have been breached and any other relevant provision;

(b) specify the factual and legal basis for each claim;

(c) specify the relief sought; and

(d) contain the name of the arbitrator appointed by the Contracting Party initiating such proceedings.

4. Within two (2) months after receipt of a request, each Contracting Party shall appoint an arbitrator. The two arbitrators shall select as chairman a third arbitrator who is a national of a third State. The Contracting Parties shall, within thirty days after the selection of the third arbitrator, approve the selection of that arbitrator who shall act as President of the Tribunal. Should either Contracting Party fail to appoint an arbitrator within the specified time limit, the other Contracting Party may request the President of the International Court of Justice to make the appointment.

5. If the two arbitrators cannot agree on the choice of the Chairman within two (2) months of their appointment, the Chairman shall be appointed at the request of either Contracting Party by the President of the International Court of Justice.

6. If, in the cases specified in paragraphs 2 and 4 of this Article, the President of the International Court of Justice is unable to perform such function or is a national or permanent resident of any of the Contracting Parties, the appointment shall be made by the Vice-President, and if the Vice-President is unable to perform such function or is a national or permanent resident of any of the Contracting Parties, the appointment shall be made by the most senior member of the Court who is not a national of the Contracting Parties.

7. In the event that an arbitrator appointed under this Article resigns or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator.

8. In appointing arbitrators, the Contracting Parties consider that the arbitrators of an arbitral tribunal should:

(a) have investment knowledge and experience in international trade law;

(b) not receive instructions from the government of any of the Contracting Parties.

9. The tribunal shall have three (3) months from the date of the selection of the President to agree on the rules of procedure in accordance 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 the generally recognized rules of international arbitral procedure.

10. The Arbitral Tribunal shall meet at a time and place fixed by the Chairman of the Tribunal. The Arbitral Tribunal shall subsequently determine where and when it shall meet. The Arbitration shall take place in one of the parties to the New York Convention.

11. The Arbitral Tribunal shall decide all questions relating to its jurisdiction and, subject to any agreement between the Contracting Parties, shall determine its own procedure.

12. Before the Arbitral Tribunal reaches a decision, it may at any stage of the proceedings propose to the Contracting Parties that the dispute be settled amicably.

13. The Arbitral Tribunal shall guarantee the Contracting Parties a fair hearing. It may make an award for failure of a Contracting Party to perform. Any award shall be made in writing and shall state its legal basis. A signed copy of the award shall be sent to each Contracting Party.

14. The arbitral tribunal shall make its decisions, which shall be final and binding, by majority vote. The Arbitral Tribunal shall make its decision on the basis of this Agreement and in accordance with international law applicable between the Contracting Parties and generally recognized principles of international law.

15. The expenses incurred by the Chairman, the other arbitrators and other costs of the proceedings shall be borne equally by the Contracting Parties. However, the tribunal may, at its discretion, decide that one of the Contracting Parties shall pay a

greater proportion of the costs.

16. A dispute shall not be submitted to an international arbitral tribunal under the provisions of this Article if a dispute on the same subject matter has been submitted to another international arbitral tribunal under the provisions of Article 14 and is still before the tribunal. This shall not affect the engagement in direct and meaningful negotiations between the two Contracting Parties.

Article 16. Service of Documents

Notices and other documents in disputes governed by Article 14 "Settlement of Disputes between a Contracting Party and Investor of the other Contracting Party" and Article 15 "Settlement of Disputes between the Contracting Parties" shall be served on Türkiye by sending them to:

Cumhurbaskanhign Hukuk ve Mevzuat Genel Müdürlügü

Cumhurbaskanhigi Külliyesi

06560 Bestepe-Ankara

Türkiye

(Presidency General Directorate of Law and Legislation

Presidential Complex

06560 Bestepe-Ankara

Türkiye)

Notifications and other documents in disputes governed by Article 14 "Settlement of Disputes between a Contracting Party investor of the other Contracting Party" and Article 15 "Settlement of Disputes between the Contracting Parties" shall be notified to Uruguay by sending to:

Ministry of Foreign Affairs General

Directorate for International Economic Affairs

Colonia 1206

Montevideo,

Uruguay

Article 17. Annexes

Annexes A and B are an integral part of this Agreement.

Article 18. Entry Into Force, Duration, Modification and Termination

1. This Agreement shall enter into force thirty days after the date of receipt of the last notification between the Contracting Parties, in writing and informing the completion of the respective internal legal procedures necessary through diplomatic channels, 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 at any time by written consent of the Contracting Parties. Amendments shall enter into force in accordance with the same legal procedure as provided for in paragraph 1 of this Article.

4. Either Contracting Party may, upon one year's 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 prior to the date of termination of this Agreement and to which this Agreement otherwise applies, the provisions of all other Articles of this Agreement shall continue in force thereafter for an additional 10 (ten) years from such date of termination. period

IN WITNESS WHEREOF, the undersigned, being authorized to that effect by their respective Governments, have signed this Agreement.

DONE in two identical originals in Montevideo, on April 23, 2022 in Spanish, Turkish and English, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY

Francisco BUSTILLO

Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE REPUBLIC OF TÜRKIYE

Mewlüt ÇAVUSOGLU

Minister of Foreign Affairs

Annex A. Expropriation

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

2. Article 8 "Expropriation" provides for two situations. The first is direct expropriation, in which an investment is directly expropriated through formal transfer of title or total seizure.

3. The second situation provided for in Article 8 "Expropriation" is indirect expropriation, where an action or series of actions by a Contracting Party has an effect equivalent to direct expropriation without formal transfer of title or total seizure.

(a) The determination of whether an action or series of actions by a Contracting Party, in a specific factual situation, constitutes an indirect expropriation requires a fact-based, case-by-case investigation that takes into account, among other factors:

(i) the economic impact of the government action, although the fact that an action or series of actions by a Contracting Party has an adverse effect on the economic value of an investment, standing alone, does not establish that an indirect expropriation has occurred;

(ii) the extent to which the government action interferes with clear and reasonable expectations arising from the investments; and

(iii) the character of the government action.

(b) Non-discriminatory regulatory actions by a Contracting Party that are designed and applied to protect legitimate public welfare objectives, such as public health, safety and the environment, do not constitute indirect expropriations.

Annex B. Code of Conduct

1. Prior to confirmation of his or her selection as an arbitrator under this Agreement, a candidate shall disclose any interest, relationship or matter that may affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, candidates shall make all reasonable efforts to become aware of such interests, relationships and matters.

2. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of the interests, relationships and matters referred to in paragraph 2 and shall disclose them by communicating them in writing to the disputing parties for their consideration. The duty to disclose is a continuing duty, which requires an arbitrator to disclose interests, relationships and matters that may arise at any stage of the proceeding.

3. The arbitrator shall be independent and impartial. The arbitrator shall act fairly and avoid creating an appearance of impropriety or bias.