AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE GOVERNMENT OF THE REPUBLIC OF BELARUS ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Bolivarian Republic of Venezuela and the Government of the Republic of Belarus, hereinafter referred to as the "Contracting Parties".

Desiring to intensify economic cooperation for mutual benefit of both States.

Intending to create and maintain favourable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party.

Recognizing that the reciprocal promotion and protection of investments, based on this Agreement shall encourage business initiatives in both States.

Have agreed as follows:

Article I. Definitions

For the purpose of this Agreement:

1. The term "investment" shall comprise every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter and shall include in particular, though not exclusively:

a) Movable and immovable property and other property rights such as bonds, retention and similar rights.

b) Stocks, shares and debentures of companies or any other form of participation in a company.

c) Claims to money or to any performance having economic value.

d) Intellectual property rights, including copyrights, patents, trademarks, geographical indications, industrial designs and technical processes, trade secrets, trade names, know-how and goodwill, as well as other similar rights guaranteed by the laws and regulations of the Contracting Parties.

e) Concessions conferred by the laws and regulations of the Contracting Party in the territory of which the investment has been made or under a contract by a competent authority, including concessions to cultivate, extract, explore or exploit natural resources.

Any alteration of the form in which assets are invested or reinvested shall not affect their character as investments provided that such a change does not contradict the laws or regulations of the Contracting Party concerned.

2. The term "proceeds" shall mean the amounts earned by an investment and includes in particular, though not exclusively, interests, profits, dividends, royalties, capital gains or any payments in kind related to investments.

3. The term "investor"shall mean any natural or legal person of one Contracting Party who invest in the territory of the other Contracting Party:

a) The term natural person shall mean any natural person having the nationality of either Contracting Party in accordance with its laws and regulations.

b) The term "legal" person shall mean either Contracting Party in respect of any legal entity constituted in accordance with its laws and recognized as a legal person;

4. The term "territory means the territory of land; national waters and territorial sea of the Contracting Party and the

airspace above them, as well as the maritime zones beyond the territorial sea, including the seabed or marine soil and subsoil over which the Contracting Party has sovereign rights or jurisdiction in accordance with its national laws in force and international law, for the purpose of the exploration and exploitation of natural resources of such areas.

Article 2. Promotion and Protection of Investments

1. Each Contracting Party shall encourage and create favourable conditions for investors of the other contracting party to make investments in its territory and shall admit such investments in accordance with its laws and regulations.

2. Investments of investors of either Contracting Party shall be accorded at all times fair and equitable treatment and shall enjoy protection and security in the territory of the other contracting party. Neither Contracting Party shall in no way prevent unreasonable or discriminatory measures by the management, maintenance, use, enjoyment or disposal of investments in its territory by investors of the other contracting party. Each Contracting Party shall observe any obligation it may have agreed with regard to investments of investors of the other contracting party.

Article 3. National Treatment and Most-favoured-nation Treatment

1. Each Contracting Party in its territory shall accord to returns of investments and investors of the other contracting party treatment not less favourable than that accorded to investors and returns of its own to investors or investments or investors of returns of any third country, whichever is more favourable to the investors concerned.

2. Each Contracting Party in its territory shall accord to investors of the other contracting party as regards management, maintenance, use, enjoyment or disposal of their investments treatment no less favourable than that accorded to its own investors to investors or of any third country, whichever is more favourable to the investors concerned.

3. The provisions of paragraphs 1 and 2 of this article shall not be construed so as to oblige one contracting party to extend to investors of the other contracting party and their investments the benefit of any treatment, preference or privilege which may be extended by the former by virtue of Contracting Party:

a) Free trade area, customs union, common market, economic and monetary union or similar international agreements, including other forms of regional economic cooperation to which either of the contracting parties is or may become a party.

b) Agreement for the avoidance of double taxation or other international agreement that seeks wholly or mainly to taxation.

Article 4. Expropriation

1. Investments of investors of either Contracting Party shall not be nationalized, expropriated or subjected to any other measure, direct or indirect, having an effect equivalent to nationalization or expropriation, hereinafter referred to as "expropriation", in the territory of the other Contracting Party except for purposes of public interest on a non-discriminatory basis, in accordance with due process of law and against prompt, adequate and effective compensation.

2. The compensation shall be made without delay in the currency in which the investment was made in effect and will be freely realisable and transfer. Such compensation shall be according to the fair market value of the expropriated investment at the time immediately before the impending expropriation wave expropriation becomes public earlier; and shall include interest from the date of expropriation until the date of payment at a rate which is not below the LIBOR rate in the currency in which the investment has been made.

3. If a Contracting Party or a party expropriate values of the assets of a company; has been constituted under the law in force in its territory in which investors of the other contracting party have an investment, including through the ownership of shares, it shall ensure that the provisions of this article are applied to the extent necessary to guarantee prompt, adequate and effective compensation of the investment of investors of the other contracting party.

4. The investor whose investments expropriation shall have a right to a judicial or other competent authority of the contracting party making the expropriation to prompt review of its case and of the valuation of its investment in accordance with the principles set out in this article.

Article 5. Compensation for Losses

1. Investors of one Contracting Party whose investments in the territory of the other contracting party suffer losses owing to war or other armed conflict, a national state of emergency, revolt, riot or insurrection in the territory of the other contracting party, they shall agree the other contracting party, in accordance with its domestic law, no less favourable treatment as

regards restitution, indemnification, compensation or other settlement of which it accords to its own investors or to investors of the most favoured countries; whichever is more favourable.

2. Without prejudice to paragraph 1 of this article, to those 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) A requisitioning of its investment or part thereof by armed forces of the latter Contracting Party.

b) The destruction of its investment or a part thereof by the authorities or forces of the latter which was not required by the situation.

The latter Contracting Party shall grant them restitution or compensation, which in any case must be prompt, adequate and effective, and in respect of compensation under paragraphs 2 to 4 of Article 4 of this Agreement, from the date of requisition or destruction to the date of actual payment, in accordance with its domestic law.

Article 6. Transfers

1. Each Contracting Party shall in any case; taking into account the provisions of the domestic law, it shall guarantee to investors of the other contracting party after they have fulfilled their obligations, all tax free transfer of payments relating to their investments and in particular, though not exclusively:

a) Profits, as defined in paragraph 2 of article 1 of this Agreement.

b) Capital and additional amounts needed for the maintenance or development of the investment.

c) Funds to reintegrate loans.

d) Products from the total or partial sale or liquidation of investments.

e) Compensation pursuant to articles 4 and 5 of this Agreement.

f) Earnings of natural persons engaged from abroad in connection with an investment subject to the laws and regulations of the Contracting Party in whose territory the investment has been made.

2. The transfers referred to in this article shall be made without delay in a currency conversion of free at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force in the Contracting Party from which the transfer is made.

Article 7. Subrogation

If a Contracting Party or its designated agency makes a payment under an indemnity, contract of insurance or guarantee given in respect of an investment of an investor in the territory of the other Contracting Party, the latter Contracting Party shall recognize the assignment of any such right or claim of the investor to former Contracting Party or its designated agency and the right of the former Contracting Party or its designated agency to subrogation exercise based on any such right and claim to the same extent as its predecessor in title.

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

1. Any dispute arising directly from an investment between one Contracting Party and an investor of the other Contracting Party shall be traded amicably between the two parties to the dispute.

2. If the dispute has not been settled within three (3) months from the date on which it was communicated in writing by mutual agreement, the dispute may be referred to:

a) The competent courts of the Contracting Party in whose territory the investment has been made.

b) An ad hoc arbitral tribunal that is established under the UNCITRAL Arbitration Rules of the United Nations commission of international trade law.

c) Any other international ad hoc arbitration tribunal previously agreed.

If the mutual consent has not been achieved by the parties in dispute, the Contracting Parties shall agree on this matter through diplomatic channels.

3. The contracting parties to a dispute has been referred to a national court may by mutual agreement the resort to arbitral proceedings mentioned in paragraphs 2 (b) and 2 (c) of this article the domestic court before a final judgement has been delivered on the case and not continue in the same national courts.

4. Any arbitration under this article shall be carried out at the request of either of the Contracting Parties to the dispute, in a country that is a contracting party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention), opened for signature at New York on 10 June 1958, previously agreed by the disputing parties. Claims submitted to arbitration under this section shall be considered to arise out of a commercial relationship or transaction for purposes of article 1 of the New York Convention.

5. Each Contracting Party, by this agreement gives its consent to the submission of a dispute between it and an investor of the other contracting party to international arbitration in accordance with the provisions of paragraphs 2 (b), 2 (c) of this article. Accordingly, do not require any additional written agreement between a Contracting Party and an investor of the other contracting party.

6. Neither Contracting Party which is a party to a dispute may object at any phase of the arbitration procedure or in the award of the arbitral award, on the basis that the investor, which is the other contracting party to the dispute; has received an indemnification covering the whole or a part of its losses.

7. The award shall be final and binding on the Contracting Parties to the dispute and shall be executed according to the Law of the Contracting Party in whose territory the award is made.

Article 9. Disputes between the Contracting Parties

1. Disputes between the contracting parties concerning the interpretation and application of this agreement should, as far as possible be settled through direct negotiations.

2. If the dispute cannot thus be settled within six (6) months after the date on which either Contracting Party requested negotiations, it may be submitted at the request of the other contracting party to an arbitral tribunal.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way: within two months (2) of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the Tribunal; and then these two members shall select a national of a third State who on approval of the two Contracting Parties shall be appointed as Chairman of the Tribunal. The Chairman shall be appointed within four (4) months from the date of appointment of the other two members.

4. If the necessary appointments have not been made within the periods specified in paragraph 3 of this article, either Contracting Party may, if no agreement, request the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the function, the member of the International Court of Justice to continue in seniority who is not a national of either Contracting Party or is otherwise prevented from discharging the function, shall be requested to make the necessary appointments.

5. The arbitral tribunal shall reach its decisions by a majority of votes. The decisions of the Tribunal shall be final and binding on both contracting parties. Each Contracting Party shall bear the cost of the member appointed by that Contracting Party and of its representation in the arbitral proceedings. Both Contracting Parties shall assume an equal share of the cost of the Chairman as well as any other costs. The Tribunal may decide differently the sharing of the costs. In any other aspect of the arbitral tribunal shall determine its rules of procedure.

Article 10. Implementation of other Rules

1. If the laws of either Contracting Party or obligations under international law existing at present or established after the Entry into Force of this Agreement between the Contracting Parties in addition to this Agreement contain rules whether general or specific), which allows the investments made by investors of the other contracting party to a more favourable treatment than that provided for by this Agreement, such provisions shall prevail to the extent that they are more favourable to the investor, on this agreement.

2. Each Contracting Party shall comply with any other obligation with regard to a specific investment of an investor of the other contracting party.

Article 11. Coordinating Bodies

For the purposes of implementation of this Agreement, the Contracting Parties shall designate a focal points, the following

by the Bolivarian Republic of Venezuela the "Ministry of Light Industries and Trade"; and for the Republic of Belarus "The Ministry of Foreign Affairs".

Article 12. Applicability of this Agreement

This Agreement shall apply to all investments made by investors of either Contracting Party in the territory of the other Contracting Party in accordance with its laws and regulations, whether made before or after the entry into force of this Agreement, but shall not apply to any dispute concerning an investment which arose or any claim which was settled before its entry into force.

Article 13. Consultations

The representatives of the Contracting Parties will hold consultations, whenever necessary, on any matter affecting the implementation of this Agreement. A Contracting Party shall propose the date and place of these consultations to be agreed upon through diplomatic channels.

Article 14. Entry Into Force, Duration and Termination

1. The Contracting Parties shall notify each other in writing that their constitutional requirements for the Entry into Force of this Agreement have been fulfilled. The Agreement shall enter into force thirty (30) days after receipt of the last notification.

2. This Agreement may be amended by written agreement between the contracting parties.Any amendment shall enter into force under the same procedures required for entry into force of this Agreement.

3. This Agreement shall remain in force for a period of ten (10) years and shall thereafter remain in force on the same terms until either contracting party notifies the other in writing of its intention not to extend to twelve (12) months before the expiration of the validity of the Agreement. The Agreement shall terminate after twelve (12) months from the date of receipt by the other contracting party not to extend the notification.

Either Contracting Party may terminate this Agreement by written notification to the other Contracting Party, through diplomatic channels. Denunciation shall take effect twelve (12) months of the receipt of the communication.

In respect of investments made prior to the date of termination or denunciation of this Agreement, the provisions of articles 1-13 shall remain in force for a further period of ten (10) years from such date of termination or denunciation of this Agreement.

In WITNESS WHEREOF the undersigned, duly authorized representatives, thereto, have signed this Agreement.

Signed in duplicate in the State of Anzoátegui 08 December 2007 in Spanish, Russian and English languages, all texts being equally authentic. In case of divergence, the English text shall prevail.

For the Government of the Bolivarian Republic of Venezuela

María Cristina Iglesias

Minister for the People's Power for Light Industry and Trade

For the Government of the Republic of Belarus

Sergey Martynov

Minister of Foreign Affairs