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AGREEMENT BETWEEN PORTUGAL AND ANGOLA ON THE PROMOTION AND MUTUAL PROTECTION OF INVESTMENTS

On May 20, 2020, the Agreement between the Portuguese Republic and the Republic of Angola on Promotion and Mutual Protection of Investments, signed in Luanda, on February 22, 2008, entered into force. The Agreement will remain in force for successive 10-year periods, automatically renewable, unless terminated by any of the Parties.

1. OBJECT AND SCOPE OF APPLICATION.

This Agreement aims to create favorable conditions for strengthening cooperation between both Parties and, in particular, for investments by investors from each Party in the territory of the other Party. The Agreement recognizes that only by guaranteeing the mutual protection of such investments under international law and the domestic law of each Party, among other guarantees, will it be possible to promote the stimulation of business initiatives and increase prosperity in the territories of the respective States.

This Agreement defines, precisely, the rules and procedures to be adopted by the Parties in the regulation of said promotion and mutual protection of investments that investors from each Party make in the territory of the other Party. These rules apply only to investments by investors of one of the Parties in the territory of the other Party, made as of the entry into force of the Agreement.

2. INVESTMENT PROVISIONS

2.1. Investment promotion and protection

Under the terms of this Agreement, the Parties fundamentally agree:

i. to create favorable conditions for making investments in its territory and to allow such investments in accordance with its current law;

ii. to deal fairly and equitably with investments made by investors from each Party;

iii. to ensure full protection for both investors and investments;

iv. to not subject the management, maintenance, use, enjoyment or disposition of investments made in its

territory to arbitrary or discriminatory measures;

v. to favorably analyze, in accordance with current law, issues relating to the entry and stay in its territory, of nationals of the other Party working in connection with the investment, as well as of their respective families.

2.2. Investment treatment

As for the specific treatment to be given to the investments made, it should be noted that each party, in its territory, should grant investments, income and returns to investors of the other Party, a treatment no less favorable than that granted to investments, income and returns from investors of third States, and to investors of the other Party, with respect to the management, maintenance, use, enjoyment or disposition of their investments, a treatment no less favorable than that accorded to its own investors or investors of third States.

In any case, it is noteworthy that none of the Parties may, through this Agreement, claim the application of the same treatment that any of the Parties grants to investors from other States by virtue of participation in free trade areas, customs unions, markets existing or to be created and in any international conventions constituting similar institutions, including other forms of economic cooperation to which any of them is a Party or will become a Party. It is also clear from this Agreement that more favorable treatment will prevail over it.

Attention is drawn to the fact that the Agreement is also without prejudice to the right of either Party to apply the relevant provisions of its tax law that distinguish between taxpayers who are not in the same situation as regards their place of residence, registered office or the place where the capital is invested.

2.3. Compensation for losses

The Agreement also provides that investors of a Party whose investments suffer losses in the territory of the other Party due to war or other armed conflict, a state of national emergency, revolt, insurrection, or other situations considered similar under international law, will be refunded, compensated or repaired in other forms by that Party in terms no less favorable than those which this Party gives to its own investors or investors of third State.

Such remedy will also be applicable in situations where the losses are the result of requisition or destruction of investments by the authorities, which were not caused by a combat action or were not required by the necessity of the situation.

2.4. Expropriation

By means of this Agreement, each Party guarantees that private investments will not be nationalized, expropriated or otherwise subject to any other measure having equivalent effect in the territory of the other Party, except for purposes of public interest and against prompt, adequate and effective compensation. In case of expropriation, compensation must have the real market value, which will include interest at the

commercial rate, applicable from the date of expropriation until the date of payment, and must be effectively realizable. Expropriation and compensation must always be carried out in a non-discriminatory basis and in accordance with the law, and treatment should be no less favorable than that which the Party gives to its own investors or to investors of any other State.

2.5. Transfers of investment-related amounts

As for the amounts related to investments, after the fulfillment of tax obligations, investors are guaranteed their free transfer in freely convertible currency.

However, a party may prevent a transfer pursuant the applicable law regarding bankruptcy, insolvency, or other procedures to protect creditors' rights, issue of shares, trade or treat insurance, criminal and administrative breaches and to enforce compliance decisions resulting from administrative procedures.

Note that the Agreement lists transferable amounts, but does not exhaust them.

3. INTERPRETATION AND APPLICATION OF THE AGREEMENT

With regard to the disputes between the Parties on the interpretation or application of the Agreement, priority is given to amicable settlement, hence the first channel listed is the diplomatic channel, followed by the arbitration channel.

As regards the settlement of investment disputes between a Party and an investor of the other Party, the Agreement also gives priority to amicable settlement, through negotiation between the Parties, followed by the submission of the dispute to the competent courts of the Party in the territory from which locates the investment, to an ad hoc arbitral tribunal, to the International Center for the Settlement of Investment Disputes (CIRDI) or to any other arbitration institution or in accordance with any other arbitration rules. As the Parties decide to submit the dispute to one of the procedures referred to in this Agreement, such decision is irreversible. Judgments will be recognized and enforced in accordance with applicable domestic and international law.

It is also agreed that neither Party may resort to diplomatic channels to resolve any issue related to arbitration, unless the process has already been completed and the Party has not accepted or complied with the decision.

Finally, the Parties have instituted that, if the domestic law of one of the Parties or the international law in force or that will come into force between both Parties establishes a legal regime that grants investments made by investors of the other Party a more favorable treatment than what is provided for in this Agreement, the most favorable regime will prevail.

A general obligation has also been defined for the Parties, whenever necessary, to consult each other on any matter relating to the application of this Agreement, at a place and date to be agreed through diplomatic channels.

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