(a) to export a given level or percentage of goods or services;

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

(c) to purchase, use or accord a preference to goods produced or services provided in its Area, or to purchase goods or services from natural or legal persons or any other entity in its Area;

(d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with investments of that investor;

(e) to restrict sales of goods or services in its Area that investments of the investor produce or provide by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;

(f) to restrict the exportation or sale for export;

(g) to appoint, as executives, managers or members of boards of directors, individuals of any particular nationality;

(h) to transfer technology, a production process or other proprietary knowledge to a natural or legal person or any other entity in its Area, except when:

(i) the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal or competition authority to remedy an alleged violation of competition laws; or

(ii) the requirement concerns the transfer of intellectual property rights which is undertaken in a manner not inconsistent with the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1C to the WTO Agreement (hereinafter referred to as "the TRIPS Agreement");

Note: The requirement prohibited under this subparagraph, irrespective of its objectives or effects, shall be deemed to include any requirement by a Contracting Party, either explicit or implicit, that an investor offer or accept:

(i) a rate or amount of royalty below a certain level; or

(ii) a given range of period as the term of a licence contract,

in regard to any licence contract freely entered into between the investor and a natural or legal person or any other entity in its Area. For greater certainty, a "licence contract" referred to in this note means any licence contract concerning the transfer of technology, a production process, or other proprietary knowledge, including where such transfer is not subject to a requirement prohibited under this subparagraph.

(i) to locate the headquarters of that investor for a specific region or the world market in its Area;

(j) to achieve a given level or value of research and development in its Area; or

(k) to supply one or more of the goods that the investor produces or the services that the investor provides to a specific region or the world market, exclusively from the Area of the former Contracting Party.

2. Neither Contracting Party may condition the receipt or continued receipt of an advantage, in connection with investment activities of an investor of a Contracting Party or of a non-Contracting Party in its Area, on compliance with any of the following requirements:

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

(b) to purchase, use or accord a preference to goods produced provided in its Area, or to purchase goods from natural or legal persons or any other entity in its Area;

(c) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with investments of that investor;