Article 29
Conditions and Limitations
to the Consent and to the Claims

1. An investor of a Contracting Party whose investments were not established, acquired or expanded in accordance with the laws and regulations of the other Contracting Party which are not inconsistent with this Agreement shall not resort to the dispute settlement under this Chapter to settle an investment dispute with respect to such investments.

2. With regard to investment disputes with respect to investments or investment activities of a disputing investor relating to financial services, this Chapter only applies to claims regarding investments already established, acquired or expanded in the Area of the disputing Party in accordance with its laws and regulations, as well as the investment activities associated with such investments.

3. With regard to investment disputes with respect to investments or investment activities of a disputing investor relating to activities or services that are part of a public retirement plan or social security system established by the laws and regulations of the disputing Party, this Chapter only applies to claims regarding investments already established, acquired or expanded in the Area of the disputing Party in accordance with its laws and regulations, as well as the investment activities associated with such investments.

4. No investment dispute may be submitted to arbitration set forth in paragraph 5 of Article 27, if more than three years have elapsed since the date on which the disputing investor acquired or should have first acquired, whichever is the earlier, the knowledge of the breach alleged under paragraph 2 of Article 27 and knowledge that the disputing investor, in the case of subparagraph 2(a) of Article 27, or the enterprise, in the case of subparagraph 2(b) of Article 27, had incurred loss or damage.

5. No claim may be submitted to arbitration under this Chapter unless:

(a) the disputing investor consents in writing to arbitration in accordance with the procedures set out in this Chapter; and

(b) the notice of arbitration is accompanied:

(i) for claims submitted to arbitration under subparagraph 2(a) of Article 27, by disputing investor's written waiver; or

(ii) for claims submitted to arbitration under subparagraph 2(b) of Article 27, by the disputing investor's and the enterprise's written waiver;

of any right to initiate before any administrative tribunal or court under the law of either Contracting Party or other dispute settlement procedures, any proceedings with respect to any measure of the disputing Party alleged to constitute a breach referred to in paragraph 2 of Article 27.

6. Notwithstanding subparagraph 5(b), the disputing investor, for claims submitted under subparagraph 2(a) of Article 27, and the disputing investor or the enterprise, for claims submitted under subparagraph 2(b) of Article 27, may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of monetary damages before a judicial or administrative tribunal of the disputing Party.

7. The consent and waiver required by this Article shall be delivered to the disputing Party.

8. Where the disputing Party has deprived the disputing investor of the control of an enterprise, a waiver from the enterprise under subparagraph 5(b)(ii) shall not be required.

9. Once the disputing investor has submitted an investment dispute to administrative tribunal or court of the disputing Party or to any of the arbitration under paragraph 5 of Article 27, that election shall be definitive and the disputing investor may not submit thereafter the same dispute to the other arbitrations set forth in paragraph 5 of Article 27.