Article 4
General Treatment

Each Contracting Party shall in its Territory accord to investments of investors of the other Contracting Party treatment in accordance with customary international law, including fair and equitable treatment and full protection and security.

Article 5
Access to the Courts of Justice

Each Contracting Party shall in its Territory accord to investors of the other Contracting Party treatment no less favorable than the treatment which it accords in like circumstances to its own investors or investors of a non-Contracting Party with respect to access to the courts of justice and administrative tribunals and agencies in all degrees of jurisdiction, both in pursuit and in defense of such investors' rights.

Article 6
Prohibition of Performance Requirements

1. Neither Contracting Party may impose or enforce any of the following requirements, or enforce any commitment or undertaking, in connection with an investment or investment activities of an investor of the other Contracting Party in its Territory:

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

(b) to purchase, use or accord a preference to goods produced or services provided in its Territory, or to purchase goods or services from a natural person or an enterprise in its Territory;

(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 an investment of the investor;

(d) to restrict sales of goods or services in its Territory that an investment of the investor produces or provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;

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

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

(g) to transfer technology, a production process or other proprietary knowledge to a natural person or an enterprise in its Territory, except those undertaken in a manner not inconsistent with the TRIPS Agreement;

(h) to adopt:

(i) a given rate or amount of royalty under a license contract; or

(ii) a given duration of the term of a license contract,

in regard to any license contract freely entered into between the investor and a natural person or an enterprise in its Territory, whether it has been entered into or not, provided that the requirement is imposed or the commitment or undertaking is enforced by an exercise of governmental authority of the Contracting Party;

Note: A "license contract" referred to in this subparagraph means any license contract concerning transfer of technology, a production process, or other proprietary knowledge.

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

(j) to hire a given number or percentage of its nationals;

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

(l) 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 its Territory.

2. The provisions of paragraph 1 do not preclude either Contracting Party from conditioning the receipt or continued receipt of an advantage, in connection with an investment or investment activities of an investor of the other Contracting Party in its Territory, on compliance with: