2. Neither Contracting Party shall, within its Area, in any way impair the operation, management, maintenance, use, enjoyment and sale or other disposal of investments of investors of the other Contracting Party by arbitrary measures.

3. Each Contracting Party shall observe any obligation it may have entered into with regard to investments and the operation, management, maintenance, use, enjoyment and sale or other disposal of investments of investors of the other Contracting Party.

4. Each Contracting Party shall endeavour to take appropriate measures to further improve investment environment in its Area for the benefit of investors of the other Contracting Party and their investments.

Article 6
Access to the Courts of Justice

Each Contracting Party shall in its Area accord to investors of the other Contracting Party treatment no less favourable 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 defence of such investors' rights.

Article 7
Prohibition of Performance Requirements

1. Neither Contracting Party may, in connection with the operation, management, maintenance, use, enjoyment and sale or other disposal of investments of an investor of a Contracting Party or of a non-Contracting Party in its Area, impose or enforce any requirement, or enforce any commitment or undertaking:

(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 supplied 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 the investor;

(e) to restrict sales of goods or services in its Area that investments of the investor produce or supply 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 transfer technology, a production process or other proprietary knowledge to a natural or legal person or any other entity in its Area;

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

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

(j) 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 Area; or

(k) to adopt:

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

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

in regard to any existing or future licence contract freely entered into between the investor and a natural or legal person or any other entity in its Area, provided that the requirement is imposed or the commitment or undertaking is enforced by an exercise of governmental authority of the Contracting Party.

For greater certainty, a "licence contract" referred to in this subparagraph means any licence contract concerning transfer of technology, a production process, or other proprietary knowledge.