3. For greater certainty, the treatment referred to in paragraphs 1 and 2 does not encompass any international dispute resolution procedures or mechanisms under other existing or future international agreements.

Article 10.5: Treatment of Investment[20]

1. Each Party shall accord to covered investments fair and equitable treatment and full protection and security, in accordance with the customary international law minimum standard of treatment of aliens.

2. For greater certainty:

   (a) fair and equitable treatment requires each Party not to deny justice in any legal or administrative proceedings;

   (b) full protection and security requires each Party to take such measures as may be reasonably necessary to ensure the physical protection and security of the covered investment; and

   (c) the concepts of fair and equitable treatment and full protection and security do not require treatment to be accorded to covered investments in addition to or beyond that which is required under the customary international law minimum standard of treatment of aliens, and do not create additional substantive rights.

3. A determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

Article 10.6: Prohibition of Performance Requirements

1. No Party shall impose or enforce, as a condition for establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment in its territory of an investor of any other Party, any of the following requirements:[21]

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

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

   (c) to purchase, use, or accord a preference to goods produced in its territory, or to purchase goods from persons in its territory;

   (d) to relate 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 in its territory that such investments produce by relating such sales to the volume or value of its exports or foreign exchange earnings;

   (f) to transfer a particular technology, a production process, or other proprietary knowledge to a person in its territory;

   (g) to supply exclusively from the territory of the Party the goods that such investments produce to a specific regional market or to the world market; or

   (h) to adopt a given rate or amount of royalty under a licence contract, in regard to any licence contract in existence at the time the requirement is imposed or enforced, or any future licence contract freely entered into between the investor and a person in its territory, provided that the requirement is imposed or enforced in a manner that constitutes direct interference with that licence contract by an exercise of non-judicial governmental authority of a Party.[22] For greater certainty, this subparagraph does not apply when the licence contract is concluded between the investor and a Party.

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[20] This Article shall be interpreted in accordance with Annex 10A (Customary International Law).

[21] For greater certainty, each Party may maintain existing measures or adopt new or more restrictive measures that do not conform with obligations under this Article, as set out in List A and List B of its Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment).

[22] For the purposes of this subparagraph, a “licence contract” means any contract concerning the licensing of technology, a production process, or other proprietary knowledge.