

- (iii) claims to money, and claims to performance under contract having a financial value;
- (iv) any intellectual property rights, including rights with respect to copyrights, patents, trademarks, trade names, industrial designs, trade secrets, good will as well as know-how;
- (v) business concessions conferred by law or under contract, including concession rights to search for, cultivate, extract or exploit natural resources;
- (vi) rights, conferred by law or under contract, to undertake any economic and commercial activity.

Any change in the form of an investment does not affect its character as an investment;

- (c) the term "returns" means all amounts yielded by an investment and in particular, though not exclusively, profits, interest, capital gains, dividends, royalties, fees or other current income;
- (d) the term "investor" means with regard to either Contracting Party:
  - (i) any natural person possessing the citizenship of a Contracting Party in accordance with its laws; or
  - (ii) any corporation, partnership, trust, joint venture, organization, association, enterprise or legal person incorporated or duly constituted in accordance with applicable laws of that Contracting Party directly or indirectly controlled by nationals of one of the Contracting Parties.
  - (iii) If the investment is made by an investor through an entity not covered by paragraph (d) (ii) of this Article, in which he holds an equity participation, such investor shall enjoy the benefits of this Agreement to the extent of such indirect equity participation, provided,