

ARTICLE VI**Expropriation**

Investments or returns of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having an effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose, under due process of law, in a non-discriminatory manner and provided that it is accompanied by prompt, adequate and effective compensation. Such compensation shall be based on the market value of the investment expropriated, immediately before the expropriation and shall include interest at a normal commercial rate until the date of payment, be effectively realizable and freely transferable. The investor affected shall have a right, under the law of the Contracting Party making the expropriation, to prompt review by a judicial or other independent authority of that Contracting Party of its case and of the valuation of its investment in accordance with the principles set out in this Article.

ARTICLE VII**Transfer of Funds**

(1) Each Contracting Party shall guarantee to any investor of the other Contracting Party the transfer without delay of, in particular:

- (a) the returns accruing from any investment;
- (b) the proceeds of the total or partial liquidation of any investment;
- (c) funds in repayment of loans related to an investment;
- (d) the corresponding part of wages and other remuneration accruing to a citizen of that other Contracting Party who was permitted to work in connection with an investment in the territory of the former Contracting Party subject to laws and regulations of that Contracting Party; and
- (e) any compensation owed to an investor by virtue of Articles V or VI of this Agreement;

in any convertible currency agreed upon between the investor and the Contracting Party concerned at the exchange rate on the day of the transfer.

For the purpose of this paragraph, transfer without delay means transfer within a period not exceeding six months.