Article 5
Prohibition of Performance Requirements

The Contracting Parties reaffirm their obligations under the Agreement on Trade-Related Investment Measures in Annex 1A to the WTO Agreement. Any dispute concerning the application of this Article shall not be covered by the provisions of Article 16 related to the international arbitration.

Article 6
Relation to Other Agreements

Nothing in this Agreement shall be construed so as to derogate from the rights and obligations of the Contracting Parties under the WTO Agreement and multilateral agreements in respect of protection of intellectual property rights to which both Contracting Parties are parties.

Article 7
Measures against Corruption

Each Contracting Party shall endeavour to ensure that measures and efforts are undertaken to prevent and combat corruption regarding matters covered by this Agreement in accordance with its applicable laws and regulations.

Article 8
Entry, Sojourn and Residence of Investors

Each Contracting Party shall, subject to its laws and regulations related to entry, sojourn and residence of aliens, permit natural persons having the nationality of the other Contracting Party to enter and remain in its Territory for the purpose of engaging in activities connected with investments.

Article 9
Expropriation and Compensation

1. Neither Contracting Party shall expropriate or nationalise investments in its Territory of investors of the other Contracting Party or take any measure equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation") except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) upon payment of prompt, adequate and effective compensation pursuant to paragraphs 2, 3 and 4; and

(d) in accordance with due process of law.

2. The compensation shall amount to the fair market value of the expropriated investments immediately before the expropriation was publicly announced or the expropriation occurred, whichever is the earlier. The fair market value shall not reflect any change in value occurring because the expropriation had become publicly known earlier.

3. The compensation shall be paid without undue delay and shall include interest at a commercially reasonable rate, taking into account the length of time until the date of payment. It shall be effectively realisable and freely transferrable and shall be freely convertible into freely usable currencies, at the market exchange rate prevailing on the date of expropriation.

4. The investors affected by expropriation shall have the right, under the laws and regulations of the Contracting Party that has taken the expropriation, to prompt review, by a judicial authority or administrative tribunals or duly authorised administrative agencies of that Contracting Party, of the legality of the expropriation and the amount of the compensation, in accordance with the principles set out in this Article.

5. This Article shall not apply to the issuance of compulsory licences granted in relation to intellectual property rights, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with international agreements on intellectual property to which both Contracting Parties are parties.

Note: For greater certainty, expropriation shall be interpreted in accordance with the Annex.

Article 10
Compensation for Losses or Damages

1. Each Contracting Party shall accord to investors of the other Contracting Party that have suffered loss or damage relating to their investments in the Territory of the former Contracting Party due to armed conflict or a state of emergency such as revolution, insurrection, civil disturbance or any other similar event in the Territory of that former Contracting Party, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than that which it accords to its own investors or to investors of a non-Contracting Party, whichever is more favourable to the investors of the other Contracting Party.