Article 8
Transparency

1. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, administrative procedures and administrative rulings and judicial decisions of general application as well as international agreements which pertain to any matters covered by this Agreement.

2. Each Contracting Party shall make publicly available the names and addresses of the competent authorities responsible for laws, regulations, administrative procedures and administrative rulings, referred to in paragraph 1.

3. Each Contracting Party shall, upon request by the other Contracting Party, promptly respond to specific questions and provide that other Contracting Party with information on matters set out in paragraph 1.

4. Paragraphs 1 and 3 shall not be construed so as to oblige either Contracting Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or which would prejudice privacy or legitimate commercial interests.

Article 9
Measures against Corruption

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

Article 10
Entry, Sojourn and Residence of Investors

Each Contracting Party shall, subject to its applicable laws and regulations including those on national security relating to the entry, sojourn and residence, permit a natural person having the nationality of the other Contracting Party and personnel employed by, and an executive, a manager and a member of the board of directors of, an enterprise of the other Contracting Party to enter the territory of the former Contracting Party and remain therein for the purpose of investment activities.

Article 11
Expropriation and Compensation

1. Neither Contracting Party shall expropriate or nationalise an investment in its Area of an investor 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 through 5; and

(d) in accordance with due process of law.

2. The compensation shall be equivalent to the fair market value of the expropriated investments at the time when the expropriation was publicly announced or when 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 delay, shall include financial cost at a commercially reasonable rate, taking into account the length of time until the time of payment, and shall be borne by the expropriating Contracting Party.

Note: For the purposes of this Agreement, the term "financial cost" refers to an extra amount of money which is accrued, in accordance with international banking practice, due to the delayed payment.

4. If a Contracting Party elects to pay in a currency other than a freely usable currency, the compensation paid shall be no less than the sum of the following converted into the currency of payment at the market rate of exchange prevailing on the date of payment:

(a) the fair market value on the date of expropriation, converted into a freely usable currency at the market rate of exchange prevailing on that date; and