5. The provisions of this Article shall not be construed so as to oblige any Contracting Party to disclose confidential information, the disclosure of which:

(a) would impede law enforcement;

(b) would be contrary to the public interest; or

(c) could prejudice privacy or legitimate commercial interests.

Article 11
Expropriation and Compensation

1. No Contracting Party shall expropriate or nationalize investments in its territory of investors of another Contracting Party or take any measure equivalent to expropriation or nationalization (hereinafter referred to in this Agreement as "expropriation") except:

(a) for a public purpose;

(b) on a non-discriminatory basis;

(c) in accordance with its laws and international standard of due process of law; and

(d) upon compensation pursuant to paragraphs 2, 3 and 4.

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 market value occurring because the expropriation had become publicly known earlier.

3. The compensation shall be paid without delay and shall include interest at a commercially reasonable rate, taking into account the length of time from the time of expropriation to the time of payment. It shall be effectively realizable and freely transferable and shall be freely convertible, at the market exchange rate prevailing on the date of expropriation, into the currency of the Contracting Party of the investors concerned, and into freely usable currencies.

4. Without prejudice to the provisions of Article 15, the investors affected by expropriation shall have a right of access to the courts of justice or the administrative tribunals or agencies of the Contracting Party making the expropriation to seek a prompt review of the investors' case and the amount of compensation in accordance with the principles set out in this Article.

Article 12
Compensation for Losses or Damages

1. Each Contracting Party shall accord to investors of another 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 favorable than that it accords to its own investors, to investors of the third Contracting Party or to investors of a non-Contracting Party, whichever is more favorable to the investors of another Contracting Party.

2. Any payments as a means of settlement referred to in paragraph 1 shall be effectively realizable, freely transferable and freely convertible at the market exchange rate into the currency of the Contracting Party of the investors concerned and into freely usable currencies.

Article 13
Transfers

1. Each Contracting Party shall ensure that all transfers relating to investments in its territory of an investor of another Contracting Party may be made freely into and out of its territory without delay. Such transfers shall include, in particular, though not exclusively:

(a) the initial capital and additional amounts to maintain or increase investments;

(b) profits, capital gains, dividends, royalties, interests, fees and other current account incomes accruing from investments;

(c) proceeds from the total or partial sale or liquidation of investments;