4. Without prejudice to the provisions of Article 17 of this Agreement, the investors affected by expropriation shall have a right of access to the courts of justice or 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 13

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 Area 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 Area 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.

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

Article 14

1. If a Contracting Party or its designated agency makes a payment to any investor of that Contracting Party under a guarantee or an insurance agreement in relation to investments of such investor in the Area of the other Contracting Party, then the latter Contracting Party shall recognise the following:

(a) the assignment to the former Contracting Party or its designated agency of any right or claim of such investor on account of which such payment is made; and

(b) the right of the former Contracting Party or its designated agency due to subrogation to exercise any such right or claim to the same extent as the original right or claim of the investor.

2. With regard to the payment to be made to the former Contracting Party or its designated agency based on the assignment of right or claim as provided for in paragraph 1(a) above and the transfer of such payment, Articles 12, 13 and 15 of this Agreement shall apply *mutatis mutandis*.

Article 15

1. Each Contracting Party shall ensure that all transfers relating to investments in its Area of an investor of the other Contracting Party may be freely made into and out of its Area without delay in compliance with the procedures established by its laws and regulations. Such transfers shall include, in particular, though not exclusively:

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

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

(c) payments made under a contract including loan payments in connection with investments;

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

(e) earnings and remuneration of personnel engaged from the other Contracting Party who work in connection with investments in the Area of the former Contracting Party;

(f) payments made in accordance with Articles 12 and 13 of this Agreement; and

(g) payments arising out of the settlement of a dispute under Article 17 of this Agreement.

2. Each Contracting Party shall further ensure that such transfers may be made without delay in freely usable currencies at the market exchange rate prevailing on the date of each transfer.

3. Notwithstanding paragraphs 1 and 2 above, a Contracting Party may delay or prevent a transfer through the equitable, non-discriminatory and good-faith application of its laws and regulations relating to:

(a) bankruptcy, insolvency or the protection of the rights of creditors;