Article 4
Protection of Investment

1. Each Contracting Party shall in its Territory accord to investors of the other Contracting Party and to their investments treatment no less favourable than that it accords in like circumstances to its own investors and their investments or to investors of any non-Contracting party and their investments with respect to investment activities, whichever is more favourable to the investor.

2. If a Contracting Party has accorded or would accord in future special advantages or rights to investors of any non-Contracting party by virtue of any agreement establishing a free trade area, a customs union, a common market or a similar regional organisation or by virtue of any convention for the avoidance of double taxation, it shall not be obliged to accord such advantages or rights to investors of the other Contracting Party.

3. Paragraph 1 does not prevent either Contracting Party from differentiating between treatments accorded in accordance with its laws and regulations relating to taxes.

Article 5
General Treatment

Investments of investors of a Contracting Party shall, at all times, be accorded fair and equitable treatment and shall enjoy full protection and security in Territory of the other Contracting Party. The concepts of "fair and equitable treatment" and "full protection and security" do not require treatment in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens.

Article 6
Observance of Obligations

Either Contracting Party shall observe any obligation it has entered into with respect to investments of investors of the other Contracting Party.

Article 7
Performance Requirements

A Contracting Party shall not, in its Territory, impose in connection with investment activities, any measures, which are not discriminatory, on investment by investors of the other Contracting Party concerning export requirements, export-import balancing requirements or export restrictions.

Article 8
Expropriation and Compensation

1. Investments of investors of either Contracting Party shall not be subjected to expropriation, nationalisation or any other measure equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation") by the other Contracting Party, except an expropriation is taken for public purposes, in accordance with due process of law, in a non-discriminatory manner and upon payment of effective, prompt and appropriate compensation.

2. The amount of compensation shall be equivalent to the fair market value of the investment immediately before the expropriation has been taken, announced or made public, whichever is the earliest.

3. Compensation shall be calculated in a currency which is convertible into freely usable currency at the prevailing market exchange rate at the date of actual payment.

4. The expropriating Contracting Party shall be under a commitment to pay compensation without undue delay. In case of undue delay the financial cost related to the delayed payment shall be borne by the expropriating Contracting Party from the date of expropriation until the date of actual payment. Such financial cost related to the delayed payment shall be calculated in a currency which is convertible into freely usable currency at the prevailing market exchange rate.

5. Compensation and financial cost related to the delayed payment shall be effectively realisable and freely transferable.

6. The investor affected shall have the right, under the law of the Contracting Party making the expropriation, to prompt review by a judicial authority or administrative tribunals or agencies of that Contracting Party of its case, including the valuation of its investment and the payment of compensation, in accordance with the principles set out in this Article.

7. For the purpose of this Article, the term "financial cost related to the delayed payment" refers to extra amount of money which is accrued, in accordance with international banking practice, due to the delayed payments.