2. Any payment as a means of settlement referred to in paragraph 1 shall be effectively realisable, freely transferrable, and freely convertible at the market exchange rate into freely usable currencies.

3. Without prejudice to paragraph 1, investors of a Contracting Party who, in any of the situations referred to in that paragraph, suffer a loss in the Territory of the other Contracting Party resulting from requisitioning, or destruction which was not required by the necessity of the situation, of their property or part thereof by the latter's forces or authorities shall be accorded by the latter Contracting Party prompt, adequate and effective restitution or compensation.

Article 11
Transfers

1. Each Contracting Party shall ensure that all transfers relating to investments in its Territory of an investor of the other Contracting Party, subject to fulfilment of his or her fiscal obligations under the applicable legislation of the former Contracting Party relating to taxes, may be freely made 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, interest, capital gains, dividends, royalties, fees and other current incomes accruing from investments;

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

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

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

(f) payments made in accordance with Articles 9 and 10; and

(g) payments arising out of the settlement of an investment dispute under Article 16.

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 the transfer.

3. Notwithstanding paragraphs 1 and 2, 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;

(b) issuing, trading or dealing in securities;

(c) criminal or penal offences; or

(d) ensuring compliance with orders or judgements in adjudicatory proceedings.

Article 12
Temporary Safeguard Measures

1. Notwithstanding Article 11, a Contracting Party may adopt or maintain measures relating to cross-border capital transactions as well as payments or transfers for transaction related to investments:

(a) in the event of serious balance-of-payments and external financial difficulties or threat thereof; or

(b) in cases where, in exceptional circumstances, movements of capital cause or threaten to cause serious difficulties for macroeconomic management, in particular, monetary and exchange rate policies.

2. Measures referred to in paragraph 1:

(a) shall be consistent with the Articles of Agreement of the International Monetary Fund, so long as the Contracting Party taking the measures is a party to the said Articles;

(b) shall not exceed those necessary to deal with the circumstances set out in paragraph 1;

(c) shall be temporary and shall be eliminated as soon as conditions permit;

(d) shall be promptly notified to the other Contracting Party; and