

ANNEX II: NCC clause

The text below can be used in the context of Article 1.3.1. The use of this text does not automatically imply that all the requirements for the adjudication of a case by the NCC have been satisfied.

Choice-of-court clause and agreement for proceedings to be in English before the NCC

All disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC"), to the exclusion of the jurisdiction of any other courts.

An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings ("CSP") in proceedings in English.

Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA").

The NCC Rules of Procedure apply.

For the Dutch version of this choice-of-court clause see the Dutch version of these Rules.

Parties can additionally (in the clause or during the proceedings) agree special arrangements on:

- the law applicable to the substantive dispute (see Article 1.2.1)
- the appointment of a court reporter for preparing records of hearings and the costs of preparing those records (see Article 7.7.3)
- an agreement on evidence that departs from the general rules (see Article 8.3)
- the disclosure of confidential documents (see Article 8.4.2)
- the submission of a written witness statement prior to the witness examination (see Article 8.5.2)
- the manner of taking witness testimony (see Article 8.5.4)
- the costs of the proceedings (see Article 10.2).