

## **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).