

## **General Terms and Conditions of Ameli International Arbitration**

1. All instructions from clients are solely accepted and carried out by K.H. Ameli, Ameli International Arbitration (collectively, the firm) and are subject to these General Terms and Conditions, unless otherwise agreed in writing with the client. The instructions shall include any supplementary and follow-up instructions.
2. The firm shall, as far as reasonable, consult the client before engaging third parties, and shall in any event exercise the necessary due care in its selection of third parties. The firm is not liable for any acts and/or omissions of third parties. The client authorizes the firm to accept any limitations of liability of third parties on its behalf.
3. Any and all liability of the firm for all acts and/or omissions shall be limited to the amount paid out, if any, under the firm's professional liability insurance policy, plus the amount of the deductibles under the policy conditions.
4. Unless otherwise agreed in writing, professional fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates established from time to time by the firm plus travel and hotel costs, if any.
5. A percentage of the professional fees shall be charged to cover general office costs (such as postage, phone, fax, photocopying). Costs paid for by the firm on behalf of the client shall be specified separately.
6. All amounts charged are exclusive of VAT. The services rendered shall in principle be charged to the client on a monthly basis, with payment due within 14 days of the date of the invoice. In the absence of timely payment, legal interest shall apply and the firm shall be entitled to postpone performance until payment. In case of failure to pay, the client shall also be liable for all costs of collection of the debt. The fees and costs charged may not be subject to any withholding or setoff.
7. The firm as well as the client shall be entitled to terminate the agreement by giving notice and with immediate effect, if so desired by that party. In either case, the client shall pay for the services rendered to the effective date of the termination.
8. Dutch law shall govern the legal relationship between the client and the firm. Any disputes arising from these General Terms and Conditions or in relation thereto shall be settled by arbitration conducted under the UNCITRAL Arbitration Rules by a sole arbitrator appointed by the Permanent Court of Arbitration, The Hague; the language of arbitration being English and the place of arbitration being The Hague, the Netherlands.