

General Conditions

1. 880 LLM Advisory is a sole proprietorship existing and acting under Dutch Law
2. All assignments directed to 880 LLM Advisory shall only be accepted and performed subject to the applicability of these general conditions. Acceptance by or on behalf of 880 LLM Advisory of a client's assignment which refers to its own general conditions, shall be deemed to occur with the explicit rejection of the client's general conditions.
3. Irrespective of which professionals perform (whether or not in co-operation with others) an assignment, 880 LLM Advisory shall be the sole contracting party. Sections 7:404 and 7:407 paragraph 2 of the Netherlands Civil Code shall not be applicable to assignments accepted by or on behalf of 880 LLM Advisory.
4. The contractual or non-contractual liability of 880 LLM Advisory for damages resulting from or in connection with possible shortcomings in the performance of an assignment shall a) not exceed the total amount of Fees paid or payable for the Services over the period of 12 (twelve) months immediately preceding the Claim, b) be limited to the amount that is paid out in that specific case under the professional indemnity insurance taken out by 880 LLM Advisory and increased by the amount of any deductible in connection with such insurance).
5. If and to the extent that no amount is paid out under the aforementioned professional indemnity insurance, the aforementioned contractual or non-contractual liability shall be limited to the amount of the fees charged under the assignment, with a maximum of € 20.000 (twenty thousand euro's).
6. Claims for damages shall expire after a period of one year from the day following the day on which the client became aware of the damages and of 880 LLM Advisory as the liable party.
7. When third parties not employed within the organisation of 880 LLM Advisory ("sub-contractors") are engaged in order to perform an assignment, 880 LLM Advisory shall exercise due care in selecting these third parties. 880 LLM Advisory shall not be liable for mistakes or shortcomings of these third parties. By instructing 880 LLM Advisory, the client gives 880 LLM Advisory authority to accept on behalf of the client general conditions including any limitations of liability stipulated by third parties.
8. Not only 880 LLM Advisory but also all persons and legal entities that are involved in any manner in the services provided by or on behalf of 880 LLM Advisory, shall have the right to invoke these general conditions.

9. Assignments directed to 880 LLM Advisory are performed exclusively for the benefit of the client. The client indemnifies 880 LLM Advisory for any eventual claims of third parties following the (way of) performance of the assignment.
10. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme), 880 LLM Advisory is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing 880 LLM Advisory, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
11. These general conditions have been drawn up in English.
12. Dutch law shall govern the legal relationship between 880 LLM Advisory and the client. Any dispute shall be submitted exclusively to the courts of Amsterdam the Netherlands.
13. A copy of these general conditions in English may be obtained freely at first request and are provided with the service offer.