

# GENERAL TERMS AND CONDITIONS [2023:01]

## 1 SCOPE OF SERVICES

- 1.1 These general terms and conditions apply to all our engagements and all services provided by Scandinavian Trust AB, 556991-3089, ("Scandinavian Trust" or "we", "us", "our" etc.) to clients ("client", "you", "your" etc.). By instructing or engaging Scandinavian Trust you are deemed to have agreed to these general terms and conditions.
- 1.2 Any references to "services" (Sw. *tjänster*) refer to our services, and include documents and other results of the work within an engagement. When a reference is made to an "engagement" (Sw. *uppdrag*), all parts and aspects of a matter shall jointly be considered as one engagement, regardless of whether it involves several legal entities or individuals, several instructions (given at one or several occasions), is dealt with by several teams within Scandinavian Trust, addresses several legal areas and/or legal issues, separate invoices are issued, or if we act for several legal entities and/or individuals.
- 1.3 The engagement is a contract between you and the legal entity of Scandinavian Trust only and not with any specific individual associated with Scandinavian Trust or with any other legal entity. This applies even if it is your expressed or implied intention that the work is to be carried out by a specific individual (or individuals). This means that only Scandinavian Trust can be held responsible or liable for an engagement and the services provided and that you may, not in any circumstance raise any claims against any other legal entity or individual (except as may be provided by mandatory law). These general terms and conditions shall apply also in favour of all other legal entities and individuals associated with Scandinavian Trust (e.g. present and former employees, limited partners, general partners, owners, board members, executive officers and by Scandinavian Trust engaged consultants). Any limitation of liability under these general terms and conditions (such as limitation as to amount) apply both to Scandinavian Trust and all legal entities and individuals associated with Scandinavian Trust, as if they were jointly one person/entity.
- 1.4 Any amendments to, or deviations from, these general terms and conditions must be agreed in writing.
- 1.5 Both Scandinavian Trust and the client agrees to promptly do all that is necessary to perfect and implement the provisions of these general terms and conditions.

## 2 CLIENT IDENTIFICATION, ETC.

- 2.1 We are according to law required to investigate the identity of our clients and to take certain control actions in relation to such client identification. We are also required to inform suspicions of money laundering and terrorism financing to the police authorities, and we are prevented to disclose to you when we have such suspicions. Further, we are required to identify the ownership structure and any beneficial owners of any entity and also to request information about the nature and objective of the engagement. As a general rule, such information must be provided to us before our work commences. If adequate information and documentation is not provided to us we may decline or withdraw from the engagement.

- 2.2 Consequently, we may ask you to without delay provide us with identification documents and detailed information about your ownership structure and the specific engagement, and we may ask questions with respect to such documents and information. In addition, we may be required to verify the documents and information through independent external sources, e.g. data bases. We are also required by law to retain all information and documentation obtained in connection with the kind of actions described above.
- 2.3 We may be required by law to provide information to the tax authorities relating to the VAT numbers of our clients and the invoiced amounts. By engaging Scandinavian Trust you are deemed to have consented to our compliance with such reporting obligations. The VAT number is unique for every legal entity and your identity will thereby be disclosed to the tax authorities.
- 2.4 We may also, from time to time, request additional information from the client in order to assess whether we can offer certain services (such as director services etc). Such information may be requested either at the start of our relationship with you as well as on an ongoing basis depending on the status of the client and/or the client's request for certain of our services.
- 2.5 We cannot be held responsible or liable for any loss or damage directly or indirectly suffered by you as a consequence of our compliance with the obligations set out in clauses 2.1-2.4 or that we have declined or withdrawn from an engagement pursuant to the terms of those clauses.

## 3 OUR SERVICES

- 3.1 Teams  
One of our staff members will be primarily responsible for the services we provide you in relation to an engagement. That staff member has the discretion to deploy such other staff that he or she considers should carry out the engagement.
- 3.2 The basis for our services  
Our services are based only on the circumstances, facts and instructions presented to us in the specific engagement by someone who represents you in the engagement (e.g. directors, executives and other involved personnel) or by someone you have appointed (e.g. consultants, suppliers or other advisors (including professionals)). We are entitled to assume that all information given to us are accurate and suitable to carry out the services pursuant to the engagement.
- 3.3 In performing our services we may rely on, and provide you with, information obtained from external parties (e.g. suppliers/advisors appointed for the engagement, previous appointed suppliers/advisors or persons with knowledge of the relevant circumstances) or from public and/or external registers (which stores and publishes information) and/or documents. The information obtained from such external sources may not always be accurate or complete and we have no responsibility to verify that such information is accurate and complete.

3.4 Scope of the engagement and instructions

The content and scope of our engagement may be contained in an oral or a written engagement confirmation or through oral or written instructions. The content and scope can however be revised during the course of the engagement, depending on your instructions or the requirements that apply to the engagement from time to time. In the event that the content or scope of the engagement is revised by someone who is representing you in the engagement, or by someone you have appointed, that person is responsible to inform your other representatives of the revised engagement and we are entitled to assume that all your representatives are informed of the revised content or scope of the engagement.

## 3.5 In performing our services we are entitled to assume, unless you expressly and in writing inform us of the contrary, that each person representing you in the engagement (e.g. directors, executives and other involved personnel) or someone you have appointed (e.g. consultants, suppliers or other advisors) are authorized to give instructions to us on your behalf and that we may act on any instruction given orally.

## 3.6 We have the right to appoint sub-contractors provided that these fulfil Scandinavian Trust's undertaking on services. We are responsible for the work of the sub-contractor as of our own and are entitled to remuneration for work performed by the sub-contractor. We also undertake to be responsible for the sub-contractor following the guidelines and undertakings in other respects applicable to us in relation to the client.

 3.7 Orally given guidance and comments

When performing our services, or by your request, we may discuss different aspects, of, and/or other issues related to the engagement and may also informally (e.g. during a telephone call or a meeting) provide comments and answers on queries and legal/accounting issues. Comments and answers given on complicated queries or legal/accounting issues without sufficient time for consideration and/or based on incomplete or inaccurate information, must not be regarded as guidance if the guidance has not been confirmed by us in writing. We are not responsible or liable for any actions or decisions based on any such unconfirmed guidance.

 3.8 Our engagement is limited to the client

When we are engaged to represent a corporation or similar legal entity, our engagement is with the corporation or legal entity and not with its executives, shareholders, directors, partners or other persons associated with that corporation or legal entity. Our professional responsibility and liability are owed to the corporation or legal entity that is our client only and not towards any other person. Similarly, when we are engaged to represent an individual, our professional responsibility and liability are owed to that individual only and not towards any other person.

Our services and guidance are only applicable to the engagement and we have no obligation to update already given guidance or services.

## 3.9 You may not rely on the services provided by us for any purpose, or in connection with any matter, other than for the purpose of the specific engagement and the specific matter, for which it was given. We have no obligation to provide you with any services in relation to the engagement after the engagement is terminated or completed.

3.10 Our services are based on the circumstances, facts and legal positions at the time it is given. We have no responsibility to update the services or to provide you with information in regard to subsequent changes in the circumstances, facts or legal positions.

 3.11 Limitations of our services

Scandinavian Trust provides services only in relation to corporate matters (including, for the avoidance of doubt, accounting- and payroll support). Scandinavian Trust does not provide legal advice, financial advice, tax advice, accounting advice or advice on the commercial merits of decisions, investments or transactions. Accordingly, we cannot be held responsible or liable for the financial or commercial consequences of the decisions, investments or transactions that you make.

3.12 Our services include services only with regards to Swedish law. If we, based on our general experience, would express a view on issues in a jurisdiction other than Sweden, such view does not constitute any advice or services that you may rely on and for which you can hold us responsible or liable. However, at your request, we can assist you in obtaining advice or other services from external suppliers/advisors in the relevant jurisdiction.

3.13 Any services or information provided by us in draft versions of any document is preliminary and subject to the wording of our final versions of such document.

 3.14 Multiple suppliers

If, for the purpose of the engagement, we appoint or work together with other suppliers of services and/or advisors (which includes professionals that may assist in connection with an engagement), any such supplier/advisor shall be considered to be independent from us in all respects. The reason for this is that the suppliers/advisors co-operating with us are appointed on your behalf and not for the account of Scandinavian Trust. Consequently, we assume no responsibility or liability whatsoever for other suppliers/advisors, whether in relation to any advice given or for the work carried out by them, or for appointing or recommending them. We have no obligation to investigate whether any service or advice given to you by any other supplier/advisor is correct, fit for the purpose or based on correct and relevant facts. Consequently, we assume no responsibility or liability for any damage caused by any information, action, negligence and/or advice given by any such advisor and irrespective, of whether the supplier/advisor has been appointed by us (and may have a contractual relationship with Scandinavian Trust and not with you directly), or if such supplier/ advisor reports to us, or if we are the recipient of its invoice.

3.15 Any authority given to us to instruct suppliers/advisors includes, unless you have expressly informed us otherwise in writing, authority to accept limitations of such suppliers/advisors liability on your behalf.

3.16 We assume no responsibility or liability for the fees of, or expenses incurred by, other suppliers/advisors. In the event that such suppliers/advisors invoice Scandinavian Trust any fees or expenses, you assume responsibility to indemnify Scandinavian Trust for all costs of Scandinavian Trust in relation to such suppliers/advisors.

3.17 If we and any third party (including suppliers/advisors) would be liable for the occurrence of the same loss or damage suffered by you, our liability for such loss or damage shall be limited to the amount that is reasonable based on the proportion that our fault has in causing the loss or damage. If you have excluded or limited the liability of the third party, our responsibility and liability shall be reduced with an amount equal to the amount that we could have claimed from such third party had its liability not been excluded or limited (and irrespective of whether the third party was able to pay us the amount or not). This clause shall not affect any limitation of liability set out elsewhere in these general terms and conditions or in any engagement confirmation.

**4 CONFIDENTIALITY AND INSIDER MATTERS, ETC**

4.1 We observe confidentiality and discretion. In certain cases, we may be obliged by law to disclose information. We reserve the right to disclose confidential information to our insurance providers.

4.2 If we carry out an engagement for more than one client, we have the right to disclose such materials and other information that a client has provided in connection with the engagement to the other clients.

4.3 If we appoint or work together with other suppliers/advisors (including professionals) in the course of an engagement, we may provide them with all materials and other information that we believe may be relevant to them in advising or carrying out services for you. The same applies to materials and other information that we have obtained as a result of the checks and verifications carried out by us according to clause 2.

4.4 When a specific engagement has become publicly known we reserve the right for marketing purposes to announce (e.g. on our website) our participation in the engagement and include already publicly known information about the engagement. If we have reason to believe that you may disapprove of such announcement, we will ask for your permission before making the announcement.

4.5 If the specific engagement would involve information that requires that an insider list is maintained according to applicable market abuse laws or equivalent laws and regulations and you wish us to maintain such a list, we expect that you request us to do so expressly in writing.

4.6 If we have maintained an insider list, a copy of the list may be provided to you as soon as possible upon your request, provided you make such request not later than five years and one day after the list was prepared or updated. You are required to keep the list confidential and to use it only in order to comply with your obligations under applicable law.

4.7 We observe confidentiality and discretion in relation to all our clients. Consequently, we have no obligation to reveal information to you that we received from any other client or to your advantage use any information that we have received from another client.

4.8 The services provided by us may constitute a reportable cross-border arrangement, for which a reporting obligation may arise. Information reported to the Swedish Tax Authority (the STA) may be disclosed by the STA to the competent authorities of other EU Member States.

**5 ELECTRONIC COMMUNICATIONS**

5.1 Unless you in writing request us to communicate in some other manner, our communication with you and other parties involved in an engagement will take place mainly through e-mail or the Internet (electronic communication).

5.2 Electronic communication typically involves security and confidentiality risks. Furthermore, there is a risk that filters, firewalls and other security arrangements reject or filter out legitimate e-mails. To ensure that important information reach us, we recommend that you follow up important e-mails by telephone and that you apply appropriate security routines for your electronic communication with us.

5.3 Due to the risks involved in electronic communication, Scandinavian Trust cannot accept any responsibility or liability for any risks or losses that may occur due to such communication.

**6 INTELLECTUAL PROPERTY RIGHTS, ETC.**

6.1 All intellectual property rights in the result of the work that we generate in an engagement, vests in us, although you have the right to use such result for the purposes for which it was produced. Unless agreed otherwise in writing, no document or other result of the work produced by us may be circulated publicly or used for marketing purposes. If you wish to distribute copies of our work outside your organisation, our prior written consent is required.

**7 FEES AND EXPENSES**

7.1 Our services are charged in accordance with the terms of our specific agreement with you.

7.2 Our rates may be subject to revisions and adjustments during the time of the engagement. Normally, the revision and adjustment of the rates take place in the beginning of each calendar year. The annual adjustments will be communicated with you in advance.

7.3 Estimates of the fees or the total cost of an engagement is only prognoses of such and are not limiting the total amount of the fees, expenses or cost, unless expressly stated by us in writing.

7.4 In addition to the fees for our work, we may charge you for certain expenses in connection with the engagement including (but not limited to) costs of couriers, travelling costs, costs of other suppliers/advisors, registration- and filing fees, fees for conducting database searches, meeting rooms, specifically contracted personnel, catering and costs in connection with conferences, rent of necessary technical equipment, conference calls and for extensive document reproduction.

7.5 Our fees and expenses are exclusive of value added tax, which will be charged when we are required to do so.

**8 INVOICING AND PAYMENTS**

8.1 Unless otherwise agreed in writing, we will invoice you our fees in advance and expenses as they are incurred. The invoicing is typically made on a basis in advance.

8.2 Each invoice will set out the due date for payment, which is normally twenty (20) days from the date of the invoice. If an invoice is not paid, we reserve the right to charge late payment interest from the due date until receipt of payment in full at the interest rate applicable according to the Swedish Interest Act.

8.3 We are not obliged to accept to invoice anyone else than yourself (i.e. the client). Even if someone other than yourself is the addressee of our invoice, no client relationship between such addressee and us will exist and the client relationship between you and us will not cease in any way. Hence, you will continue to be fully liable for all payments with respect to our engagement.

## 9 TERMINATION OF ENGAGEMENT, ETC.

9.1 You may terminate our engagement at any time by requesting us, in writing, to cease acting for you. The notice period for termination of agreement is 3 months. If you do so, you must still pay our fees for services provided and the expenses incurred by us prior to the date of termination.

9.2 We may, by notification in writing, terminate the engagement with immediate effect if you breach the terms of the engagement, if such deviation is of material significance and a possible correction has not been made within thirty (30) days after we have requested correction in writing.

9.3 We may also terminate the engagement with immediate effect, by notification in writing, if you fail to fulfil any undertakings under these terms and conditions as well as any other terms that we have requested, or in some other way do not contribute to the engagement being executed in accordance with these terms and conditions, as well as any other terms that we have requested and if no correction has been made within thirty (30) days of our requested correction in writing. However, no request for correction needs to be presented if it may reasonably be assumed that you will not make necessary correction as reasonably requested by us.

9.4 We may, by written confirmation, terminate the engagement with immediate effect if you are to be declared bankrupt, subject to company reorganization, suspend its payments, or otherwise have to be deemed to be insolvent.

## 10 COMPLAINTS AND CLAIMS

10.1 Any claim relating to any services rendered by Scandinavian Trust should be made in writing sent to Scandinavian Trust AB, Birger Jarlsgatan 12, 114 34 Stockholm, Sweden, with attention to CEO Anna Spennare, or sent by e-mail to [anna@scandinaviantrust.se](mailto:anna@scandinaviantrust.se) as soon as you have become aware of the circumstances giving rise to the claim. A claim must be accompanied by a written account of our alleged fault, gross negligence or breach of contract and the expected loss or damage.

Any claim must be made within three (3) months from the date when you become aware of the circumstances, or at the latest, within twelve (12) months of the date the last invoice was issued for the engagement to which the claim refers. If a claim is not made within the time stipulated above, you lose the right to present the claim and to seek any compensation from Scandinavian Trust.

10.2 If your claim is based on a claim against you by any authority or other third party, we and/or our insurance providers shall be entitled to defend against, settle and discharge such claim on your behalf provided that we keep you indemnified (subject to the limitations of liability set out in these general terms and conditions). If you defend against, settle, discharge or otherwise take any action in relation to any such claim without our consent we will not have any responsibility or liability for the claim.

10.3 If we or our insurance providers compensate you in respect of a claim against us, you shall, as a condition for such compensation, transfer any right of recourse that you may have against third parties to us or our insurance providers by way of subrogation or assignment.

## 11 INDEMNIFICATION

11.1 Scandinavian Trust (including its directors, officers, employees and agents) shall not be liable to the client or to third parties for the acts or omissions of the client. The client shall indemnify, assume the defense of, and hold harmless Scandinavian Trust and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense (including attorney's fees), judgment, and liability of every kind, nature, and description arising in whole or in part from the Client's grossly negligent, fraudulent, or illegal acts or omissions except, as to Scandinavian Trust, to the extent such liability results in whole or in part from the unauthorized, grossly negligent, fraudulent, or illegal act or omission of Scandinavian Trust.

11.2 Force Majeure  
 Scandinavian Trust is not liable for damage resulting from Swedish or foreign law or from action of an authority, act of war, terrorism, IT attack, strike, blockade, boycott, lockout, fire, pandemic or other accident, natural disaster or disruption to IT, telecommunications or electricity distribution or any other similar circumstance which could not have been predicted or reasonably compensated for. With regard to strike, blockade, boycott and lockout, the reservation also applies if Scandinavian Trust is itself the object of or takes such conflict action.

## 11.3 Amendments of Laws etc.

Scandinavian Trust carries out the engagement in accordance with Swedish applicable laws and regulations and on the basis of the understanding of applicable interpretation of statutes and court rulings at the time at which the engagement, or part of the engagement, is executed. Scandinavian Trust does not have any liability for the consequences of changes to statutes or re-interpretations made after the date on which Scandinavian Trust has reported on the engagement or a relevant part of the engagement.

## 11.4 Third-party Claims and reliance

Unless otherwise agreed in the Agreement, the result of the engagement is intended to be used solely by the client, and Scandinavian Trust therefore does not accept any liability towards third parties or any external party which attempts to utilise, derive benefit from or rely upon the work which Scandinavian Trust has performed in the engagement.

## 12 LIMITATION OF LIABILITY

12.1 Our aggregated annual liability for any loss or damage suffered by you as a result of our fault and/or gross negligence when carrying out the engagement shall be limited to a maximum amount per client of three times the invoiced annual fee (or, if our annual fees for the client are less than thirtyfivethousand (35 000) Euro, our aggregated annual liability is instead limited to fiftythousand (50 000) Euro. Your remedy is limited to damages. A price reduction or any other remedy is not available in addition to damages. Neither can we accept any obligation to pay penalties.

12.2 Scandinavian Trust's liability is further limited by the conditions and limitations of our insurance coverage presently upheld, and in all cases of damage, irrelevant of circumstances, to an amount not exceeding a sum actually received from the insurer.

12.3 The limitation of our liability to the amount specified in clause

12.1 also applies to multiple losses or damages if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.

12.4 Our liability for any loss or damage shall be reduced by the amount which may be obtained by you under any insurance maintained by you (or for you) or under any contract or indemnity to which you are a party of or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be materially prejudiced thereby.

12.5 We shall not be liable for any loss or damage suffered as a result of your usage of the results of our work in any context or for any purpose other than for which it was given. Except as provided in clause 12.10, we shall not have any liability for any loss or damage suffered by a third party due to our services or the results of our work.

12.6 We shall not be liable for any loss of profit, loss of production or any other indirect damage or indirect loss, consequential damage, or consequential loss or similar.

12.7 We shall not be liable for any loss or damage suffered as a result of incorrect or incomplete information provided by you or incorrect or incomplete information or advice provided by others on your behalf, or by any other suppliers/advisors (including by professionals involved in the engagement).

12.8 We cannot be held liable for any loss or damage suffered by you as a consequence of our compliance with obligations pursuant to laws or other regulations that are applicable, including our reasonable actions to fulfil such obligations.

12.9 We shall not be liable for any loss or damage suffered as a result of events beyond our control. In addition, we accept no responsibility or liability for any failure to meet any agreed target date(s) or from any failure to complete any part of the work for you within proposed time frames.

12.10 If we, at your request, agree that a third party may rely on the results of our work, this shall not increase or otherwise affect our liability. We will only be liable to such third party to the extent we would have been liable to you. Any amount payable to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such third party is assumed by the fact that we agree that such third party may rely on the results of our work. The aforesaid applies also if we issue, at your request, certificates, opinions or similar to a third party.

### **13 PROFESSIONAL LIABILITY INSURANCE**

13.1 We maintain professional liability insurance. We are not obliged to disclose the amount of the insurance cover.

### **14 PERSONAL DATA**

14.1 Scandinavian Trust is the controller of the personal data we receive in connection with an engagement or engagement request. The personal data may be supplemented by us collecting data from private or public registers or other external sources. The personal data is i.e. processed when we evaluate whether or not we are able to accept the engagement and for the purposes of administrating and carrying out the engagement. In addition, the personal data may be processed for other purposes, e.g. complying with statutory obligations as described in clause 2 - Client Identification, or to comply with decisions of courts and other authorities. In general, we need to process personal data related to your employees, representatives and beneficial

owners for the mentioned purposes. Personal data may be transferred to a third party and may also be transferred to a country outside the EU/EEA. For further information, see our privacy policy at <https://scandinaviantrust.se/files/scandinavian-trust%20-privacy-policy-2023.pdf>

### **15 DOCUMENT RETENTION**

15.1 After the completion or termination of an engagement, we will (at our premises or with a third party and in physical form or electronically) store relevant documents and relevant results of our work accumulated or generated in connection with the engagement. The documents and results of our work will be stored for the period of time that we deem to be adequate for the specific type of engagement involved.

15.2 Since we are under an obligation to retain relevant documents and relevant results of our work in connection with the engagement, we cannot meet a request to return (without keeping a copy) or destroy a document or result of our work, prior to the expiry of the relevant retention period.

15.3 Unless specifically agreed, we are not obliged to keep custody of your original documents. We may therefore return any original documents to you in connection with the completion or termination of the engagement. We may however keep a copy of those original documents in our files.

### **16 INVALIDITY OF PROVISIONS**

16.1 In the event that a provision of these general terms and conditions, or any part thereof, is held to be invalid or unenforceable, any such provision shall to the extent possible be valid and enforceable and shall otherwise be given such meaning that is required for establishing the same effect as the invalid or unenforceable provision (or the part thereof).

### **17 MISCELLANEOUS**

17.1 These general terms and conditions may be amended by us from time to time. The current version is published on our website ([www.scandinaviantrust.se](http://www.scandinaviantrust.se)). Amendments will become effective only in relation to engagements initiated after the amended version was published on our website.

17.2 If a written engagement confirmation has been sent to you in respect of a specific engagement, the terms of the written engagement confirmation shall prevail, if there is any inconsistency between these general terms and conditions and the terms of such engagement confirmation. The terms of the written engagement confirmation will however only apply to the specific engagement, unless otherwise agreed in the written engagement confirmation or specifically agreed in writing.

17.3 None of your rights or obligations under these general terms and conditions, or under any other agreement between us, may be assigned or transferred to any other person or legal entity without our prior written consent.

17.4 English terms and words used in these general terms and conditions shall be construed in accordance with Swedish legal tradition and legislation, and not in accordance with the legal tradition or legislation of any other country or jurisdiction.

**18 GOVERNING LAW AND DISPUTE RESOLUTION**

- 18.1 These general terms and conditions (including the arbitration clause in this clause 8), as well as any engagement confirmation, our engagement, our services and any issue or question arising thereunder, shall be governed by and construed in accordance with substantive Swedish law, without application of any conflict of law rules.
- 18.2 Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement confirmation, our engagement or our services, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 18.3 Arbitral proceedings initiated with reference to clause 18.2 and all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings, is subject to confidentiality and may not be disclosed by a party to any third party without the express consent of the other party. A party shall, however, not be prevented from disclosing such information to its insurance providers in order to preserve its rights against the other party or its insurance providers, or if the party is required to disclose information pursuant to any law, regulation, decision by an authority, any stock exchange (organized market) contract or similar.
- 18.4 Notwithstanding what is set out in this clause 18, we shall be entitled to commence proceedings for the payment of any amount due and payable by you in any court with jurisdiction over you or any of your assets.

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