

KADUU SAAS TERMS OF USE 2024

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your (Client) use of the Service (as that term is defined below). By accessing and using the Service:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorized to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorized to access and use the Service, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by notifying you of the change by email or by posting a notice that has to be accepted on the login page of the Service. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- 2.2 These Terms were last updated on May 2023.

3 INTERPRETATION

In these Terms:

- **Confidential Information** means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the Kaduu Software and all its data associated with the service.
- **Kaduu Software** means the software owned by us that is used to provide the Cyber Threat Intelligence Service.
- **Client, you**
- **Data** means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.
- **Fees** means the applicable fees as agreed otherwise in writing between you and us, as may be updated from time to time.
- **Permitted User(s)** means your organization and your employees as well as those of your affiliated companies who is authorized to access and use the Service.
- **Service** means the service having the core functionality described on the Website, as the Website is updated from time to time.
- **Start Date** means March 1st, 2024.
- **Terms** means these terms titled Kaduu SaaS terms of use 2024.
- **Underlying Systems** means the Kaduu Software used to provide the Service, including any third party solutions, systems and networks.
- **We, us our or Kaduu** means Kaduu AG.
- **Website** means the internet site at www.kaduu.ch or such other site notified to you by us.
- **Year** means a 12-month period starting on the Start Date or the anniversary of that date.
- Words in the singular include the plural and vice versa.

- A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

4 PROVISION OF THE SERVICE

- 4.1 We must use reasonable efforts to provide the Service:
- a in accordance with these Terms and Swiss laws;
 - b exercising due care, skill and diligence; and
 - c using suitably skilled, experienced and qualified personnel.
- 4.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person or organization.
- 4.3 We must use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of force majeure.
- 4.4 Through the use of web services and APIs, the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.
- 4.5 The customer gets access to leaked data through Kaduu. Such data may include user accounts and passwords, general documents, databases, user information from social media, technical documents, code from developments, domain details, ransomware attack archives, botnet logs, credit card details, and technical vulnerabilities. The list is not exhaustive. Kaduu collects this data from the Darknet, Internet and Deep Web and makes it available in its service. Kaduu indexes this data, but cannot manually check every record. Kaduu takes technical protection measures and state of the art security precautions to ensure that the platform itself does not contain any malicious code, but we cannot exclude that certain links lead to websites that may contain malicious software and that the hacked data sets (e.g. documents or files) contain malicious software.

5 YOUR OBLIGATIONS

- 5.1 You and your personnel must:
- a use the Service in accordance with these Terms solely for:
 - i your own internal business purposes and those of your affiliates; and
 - ii lawful purposes.
 - b only resell or make available the Service to any third party upon prior notification to Kaduu.
- 5.2 When accessing the Service, the Permitted User must:
- a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
 - b make sure that any confidential data retrieved from the service is secured and cannot be exploited by unauthorized third parties;
 - c be aware that you are not permitted to use the logins retrieved from Kaduu to access any system without the prior authorisation of the original account owner;
 - d be aware that we do not actively exploit system to get access to confidential data and all information displayed in Kaduu is data which is already leaked in the internet or dark web;
 - e not attempt to undermine the security or integrity of the Underlying Systems;
 - f not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
 - g not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and

- ii to the extent necessary for you to use the Service in accordance with these Terms; and
 - h neither use the Service in a manner, nor transmit, input or store any Data, that breaches any third party right or is objectionable, incorrect or misleading.
- 5.3 You and your affiliates may authorise any member of your respective personnel to be a Permitted User, in which case you must provide us with the Permitted User's name and other information that we reasonably require in relation to the Permitted User. You must procure each Permitted User's compliance with clauses 5.1 and 5.2 and any other reasonable condition notified by us to you. Kaduu access is established for a legal entity. All affiliates of the Client are eligible for Kaduu access.
- 5.4 A breach of any of these Terms by your personnel including, to avoid doubt, a Permitted User is deemed to be a breach of these Terms by you.
- 5.5 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Service, including to use, store and input Data into, and process and distribute Data through, the Service.

6 API USAGE

In order to avoid timeout, it is agreed to perform maximum 10'000 API calls within 24 hours and a maximum 1 API call per second. Multiple concurrent API calls are not permitted.

Exceeding API Call Limits and Fair Use Policy.

If you exceed the above API call limits and the API fair use, Kaduu may, in its sole discretion and at its option, but with a prior written notice to you, and in addition to any other rights or remedies available to it at law or in equity: (i) elect to charge Kaduu's then-current rates for any overages; or (ii) suspend your use of the Kaduu Software until the call limits and fair use are no longer exceeded.

7 Restrictions.

As between the parties, Kaduu owns all right, title and interest in and to each Application and the Kaduu data, and all Intellectual Property Rights therein. Kaduu reserves all rights not expressly granted to you in these Terms. You acknowledge and agree that you may not, unless otherwise expressly permitted in this Agreement or in the applicable order form: (a) modify, disclose, alter, translate or create derivative works of any Application, or any Kaduu data; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of any Application or any Kaduu data (or any components thereof); (c) offer any part of an Application or Kaduu data on a timeshare or service bureau basis; (d) allow or permit any third party to access or use an Application or the Kaduu data; (e) use an Application to store or transmit any viruses, software routines, or other code designed to permit anyone to access in an unauthorized manner, disable, erase or otherwise harm software, hardware, or data, or to perform any other harmful actions; (f) build a competitive product or service, or copy any features or functions of an Application (including, without limitation, the look-and-feel of an Application) or the Kaduu Data; (g) interfere with or disrupt the integrity or performance of an Application; (h) publicly disclose to any third party any performance information or analysis relating to an Application; (i) remove, alter or obscure any proprietary notices in or on an Application or any Kaduu data, including copyright notices; (j) use an Application, Kaduu data, or any product thereof for any illegal or unauthorized purpose, or in a manner which violates any laws or regulations in your jurisdiction; (k) use an Application or Kaduu data for any purpose other than the purpose set forth in this Agreement and the applicable order form; (l) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms that make up an Application or any software, documentation, or data relating to an Application, except to the limited extent that applicable law prohibits such a restriction; (m) to the extent that the license provides a specific number of seat licenses, allow multiple users to use the same seat license (notwithstanding the foregoing, you can transfer seat licenses from one user to another); or (n) cause or permit any third party (including, without limitation, any client) to do any of the foregoing.

8 Right to Modify the Application.

You acknowledge that we reserve the right – at any time, and without notice or liability to you – to modify each Application, or any part of it, temporarily or permanently. We may modify an Application for a variety of reasons, including, without limitation, for the purpose of providing new features, implementing new protocols, maintaining compatibility with emerging standards, or complying with regulatory requirements. We will not modify an Application in any way that materially decreases its features or functionality during the then-current subscription term as per the respective order form. However, we will not make any changes to the API syntax without informing the Client in advance in writing.

9 Right to Suspend Access to Application.

Without limiting any of our other rights in this Section, we have the right, in our sole discretion, with a prior written notice to suspend your ability to access any Application (in whole or in part), without liability, under the following circumstances: (i) for scheduled or emergency maintenance to the Application, or any part thereof; (ii) if we reasonably believe that you are using the Application or the Kaduu data in violation of this Agreement or applicable law; (iii) if we reasonably believe that your use of the Application poses a security risk to us or to any third party; (iv) if required by law enforcement or government agency, or otherwise in order to comply with applicable law or regulation; (v) if you are using the Application or Kaduu data other than for the agreed purpose; or (vi) if you fail to fulfill your payment obligations hereunder despite a first reminder has been sent to you.

10 Indemnity.

Client agrees, at its sole expense, to defend, indemnify and hold Kaduu (and its directors, officers, employees, consultants and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (whether at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, costs, penalties, interest and disbursements) arising out of or relating to (i) the Client Data; (ii) Client's use of each Application, the Kaduu data, or any professional services; (iii) Client's failure to pay any taxes owed under this Agreement; (iv) Client's provision of products or services to any client; and (v) any other actual or alleged breach of any of Client obligations under this Agreement. Client will not settle any such claim in any manner that would require Kaduu to pay money or admit wrongdoing of any kind without Kaduu prior written consent, which Kaduu may withhold in its sole discretion.

11 Waiver of consequential damages.

Unless otherwise required by applicable law, in no event will Kaduu be liable to you or to any third party for any loss of profits, loss of use, loss of revenue, loss of goodwill, interruption of business, loss of data, or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind arising out of, or in connection with this Agreement or your use (or inability to use) any part of any application, the Kaduu data, or the professional services, whether in contract, tort, strict liability or otherwise, even if Kaduu has been advised or is otherwise aware of the possibility of such damages.

12 DATA PRIVACY

12.1 You acknowledge that:

- a In the course of setting up the Service, the Client may provide details of employees or internal Confidential Information, which will be used for the search terms in Kaduu. It is common for customers to provide us with confidential data for the purpose of setting up monitoring (e.g. persons monitored via social media monitoring or e-mail accounts monitored as part of leak monitoring). We may require access to the Data, you might provide in the course of setting up the Service, to exercise our rights and perform our obligations under these Terms; and
- b to the extent that this is necessary, we may authorise a member or members of our personnel to access the Data for this purpose.

12.2 You acknowledge and agree that:

- a we may:
 - i use Data about your and your end users use of the Service to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and
 - ii use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
- b our rights in using such Analytical Data will survive termination or expiry of these Terms; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.

12.3 We will take standard industry measures to back up all Data stored using the Service.

12.4 You agree that we may store Data in secure Kaduu servers in Germany at the provider Hetzner.

13 DATA PROTECTION

13.1 Each party recognises that some of the information provided by the other party in connection with this Agreement qualifies as personal data (the "**Personal Data**") within the meaning of the applicable data protection rules (the "**Data Protection Rules**"). Each Party acknowledges that, for the purposes of the Data Protection Rules, it will act as an (independent) Data Controller in respect of any Personal Data provided by the other Party under this Agreement. A "**Data Controller**" refers to the entity which determines the purposes and means of the processing of personal data.

13.2 In this context, each party undertakes to comply with its obligations under the Data Protection Rules with respect to the Personal Data. Without limitation to the foregoing, each party shall process the Personal Data in a manner that (i) is compatible with the compliant and legitimate purposes for which it collected them in connection with this Agreement and (ii) ensures their appropriate security, i.e., with appropriate technical and organizational security measures. Each party shall be solely liable for any potential breach of the Data Protection Rules in relation to each party's own processing of the Personal Data.

13.3 Each party recognizes and ensures at all times that any transfer of Personal Data to a country deemed non-adequate by either the EU, UK or Swiss regulations is made in compliance with the Data Protection Rules, whether such transfer is initiated directly or indirectly by the party or subcontractor. Each party is solely responsible for keeping themselves up to date on the latest legal requirements for international data transfer matters.

14 FEES

14.1 Payment of Fees: You are required to pay the Fees for the use of the Services. The Fees shall be as per the terms stated in a written agreement, which may be in the form of a signed contract or a confirmed email, or as specified in an official order.

14.2 Invoicing: We will issue valid invoices on a regular basis and ensure they are delivered to you before the payment due date. The minimum subscription term for the Services is 6 months, although longer terms may be mutually agreed upon.

- 14.3 Payment Terms:
- a. Payment of the Fees must be made within 30 days from the receipt of the invoice .
 - b. Payments must be made electronically in cleared funds and without any deductions or offsets.
 - c. Alternative payment terms may be established as agreed in a separate contract.
- 14.4 License Renewal and Pricing: Kaduu licenses do not auto-renew. We reserve the right to adjust the license pricing in the future. To benefit from current rates, you may opt for a 2 or 3-year SaaS subscription, with the total amount payable in advance.

15 INTELLECTUAL PROPERTY

- 15.1 Subject to clause **Error! Reference source not found.**, title to, and all Intellectual Property Rights in, the Service, the Website, and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 15.2 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together **Feedback**):
- a all Intellectual Property Rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b we may use or disclose the anonymized Feedback for any purpose.
- 15.3 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.

16 CONFIDENTIALITY

- 16.1 Each party must, unless it has the prior written consent of the other party:
- a keep confidential at all times the Confidential Information of the other party;
 - b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
 - c disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of the these confidentiality obligations.
- 16.2 The obligation of confidentiality does not apply to any disclosure or use of Confidential Information:
- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
 - b required by law (including under the rules of any stock exchange);
 - c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
 - d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- 16.3 The present Agreement shall not constitute any guarantee with regard to correctness, completeness or applicability of the exchanged Confidential Information. Neither party shall be obliged to exchange Confidential Information with the other party. The receiving party has the right to refuse Confidential Information which has not yet been disclosed by the giving party. Subject to written agreements to the contrary, the parties reciprocally did not grant any licence.
- 16.4 The duration of the exchange of Confidential Information shall be starting from the beginning of this Agreement for the validity of the Agreement. In the event of breach of the non-disclosure obligation or restriction of use by either party, the other party shall be entitled to terminate the project cooperation

without notice. Termination of the project cooperation shall not release the parties from continuing observing the non-disclosure obligation and restriction of use of the Confidential Information, which shall continue for 2 (two) years after the termination. The termination of the information exchange shall not result in the termination of the non-disclosure obligation and restriction of use of the Confidential Information.

17 BANKING SECRECY

17.1 To the extent client is a bank, we become subject to professional secrecy as set forth by Article 47 of the Swiss Federal Banking Act (hereinafter referred to as the "BA") We undertake to inform any representative about its confidentiality obligations and the business secrecy required by You (47 BA). We shall provide You with the banking secrecy declaration (attached to this Agreement in Annex 1) duly dated and signed by Your authorised signatories and warrants to present the content of the attached declaration to each of Your employees and/or consultants who will provide the Services under this Agreement so they are aware of it prior to the commencement of the Services.

18 WARRANTIES

- 18.1** Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.
- 18.2** To the maximum extent permitted by law:
- a** our warranties are limited to those set out in these Terms, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under Part 3 of the Contract) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to the maximum amount of the contract volume; and
 - b** we make no representation concerning the quality of the Service and do not promise that the Service will:
 - i** meet your requirements or be suitable for a particular purpose, including that the use of the Service will fulfil or meet any statutory role or responsibility you may have; or
 - ii** be uninterrupted or error free.
- 18.3** You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of a lawful service usage. The parties agree that:
- a** to the maximum extent permissible by law; and
 - b** it is fair and reasonable that the parties are bound by this clause.

19 LIABILITY

- 19.1** Either party's maximum aggregate liability under or in connection with these Terms or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed twice (2x) the Fees due or paid by you relating to the Service in the previous Year.
- 19.2** Neither party is liable to the other under or in connection with these Terms or the Service for any:
- a** loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
 - b** consequential, indirect, incidental or special damage or loss of any kind.
- 19.3** Notwithstanding the above clause 17.2, the parties' liability shall not be limited or excluded in case of :
- a** personal injury or death;
 - b** gross negligence, fraud or willful misconduct;
 - c** breach of confidentiality obligations or infringement of Intellectual Property Rights.
- 19.4** This clause does not apply to limit your liability:
- a** to pay the Fees;
- 19.5** Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party

failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.

- 19.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.

20 TERM, TERMINATION AND SUSPENSION

- 20.1 Unless terminated, these Terms and your right to access and use the Service:
- a starts on the Start Date; and
 - b continues for a period of 12 months from the Start Date or until a party sends 30 days written notice that these Terms and your access to and use of the Service will terminate on the expiry of that notice, whatever is the earlier.
- 20.2 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:
- a breaches any material provision of these Terms and the breach is not:
 - i remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ii capable of being remedied; or
 - b becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.
- 20.3 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 20.4 On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.
- 20.5 No compensation is payable by us to you as a result of termination of these Terms, and you will not be entitled to a refund of any Fees that you have already paid, except if we have breached the present Agreement. If we breached the present Agreement we will repay any paid Fee for the ongoing Terms.
- 20.6 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.
- 20.7 At any time prior to one month after the date of termination, you may request:
- a a copy of any Data stored using the Service, provided that you pay our reasonable costs of providing that copy. On receipt of that request, we must provide a copy of the Data in a common electronic form. We do not warrant that the format of the Data will be compatible with any software; and/or
 - b deletion of the Data stored using the Service, in which case we must use reasonable efforts to promptly delete that Data and confirm such deletion to you in writing.
- 20.8 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:
- a undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
 - b used, or attempted to use, the Service:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;

- c transmitted, inputted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
- d otherwise materially breached these Terms.

21 GENERAL

- 21.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.
- 21.2 Unless otherwise agreed in these Terms, no person other than you and us has any right to a benefit under, or to enforce, these Terms.
- 21.3 The parties are independent contractors, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.
- 21.4 If we need to contact you, we may do so by email. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms by emailing us.
- 21.5 These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of Switzerland. Each party submits to the non-exclusive jurisdiction of the Courts of Geneva, Switzerland in relation to any dispute connected with these Terms or the Service.
- 21.6 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding.
- 21.7 These Terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date.
- 21.8 Neither Party may assign, novate, subcontract or transfer any right or obligation under these Terms without the other Party's prior written consent, that consent not to be unreasonably withheld. Either Party remain liable for its obligations under these Terms despite any approved assignment, subcontracting or transfer.
- 21.9 In case of discrepancies between these Terms and, any order form or other contractual document, these Terms shall prevail.

22 Technical Documentation

Specifications in Kaduu's brochures, technical documentation and catalogues are not binding. Data contained in technical documents shall only be binding if the binding nature of such data is expressly specified in this offer or in the corresponding technical documents.

23 Anti-Bribery

Each Party warrants that it will comply, at its own expense, with all applicable laws, including, without limitation, sanction legislation, anti-money laundering, anti-bribery and anti-corruption laws or counterterrorism laws (such as, as the case may be, the Swiss Criminal Code, the US Foreign Corrupt Practices Act of 1977 or the UK Bribery Act 2010), as well as with its own codes of professional conduct and internal policies and procedures which prohibit illegal or unethical behaviors, which have any direct or indirect connection or relation to this Agreement or either Party's exercise of rights or satisfaction of the other Party's obligations under this Agreement.

Each Party warrants that it has not, and to its best knowledge, none of their affiliates, directors, officers, employees, or representatives have, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person or entity to influence official action or secure an improper advantage.

Where the concerned Party acts as intermediary and/or involves further parties (e.g. underlying clients, sub-contractors), it will take the necessary measures to undertake similar procedures and appropriate due diligence with such third party(ies).

24 Use of the name

Except as necessary to deliver the services in accordance with this Agreement, you may not use the name of the Client and/or any of its affiliates or logos or trademarks or issue any public release with regards to the existence of this Agreement or the Services to be provided hereunder and to quote the name of the Client or its affiliates on its list of references, without the prior written consent of the Client, and in a form acceptable by the Client, which consent may be withheld at the Client's sole discretion. You shall remove any such reference in the shortest possible period upon the Client's first written request.