

**Part 1 - General**

**1. Definitions and applicability**

1.1 If in these General Terms and Conditions names or terms are written with a capital letter, they have the following meaning:

'General Terms and Conditions'	these general terms and conditions of Salure;
'Services'	the activities to be performed by Salure for the Customer, consisting of but not limited to: payroll administration; consultancy services; and HR advisory services;
'Participant'	the natural person who participates in a course and/or training of the 'Salure Academy';
'Customer'	a counterparty of Salure under an Agreement;
'NLdigital Terms and Conditions'	the general (industry) terms and conditions as drawn up by NLdigital B.V. (Chamber of Commerce no.: 71675574), version 2020, which have been filed with the District Court of Central Netherlands, location Utrecht;
'Agreement'	an agreement between Salure and the Customer concerning the performance of Services and/or making Software available and/or providing a course or training by Salure to the Customer;
'Salure'	Salure HR & Payroll Services B.V. (Chamber of Commerce no.: 24450943); Salure ICT B.V. (Chamber of Commerce no.: 60515538); Salure Consultancy B.V. (Chamber of Commerce no.: 85017086), and/or affiliated (legal) entities that use these General Terms and Conditions.
'Software'	the software made available by Salure to the Customer and the provision of supporting services, all in the broadest sense of the word.

1.2 These General Terms and Conditions apply to every relationship between Salure and the Customer. Between Salure and the Customer it is established that if these General Terms and Conditions apply once to a legal relationship between them, including but not limited to an Agreement, they also apply in full to later legal relationships.

1.3 Deviations from these General Terms and Conditions are valid only if expressly agreed in writing in advance. In the event of a conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement prevail. In the event of a conflict between the provisions in Part 2, Part 3 and Part 4 on the one hand and Part 1 of these General Terms and Conditions on the other, the provisions in Part 2, Part 3 and Part 4 prevail over Part 1.

1.4 Salure is entitled to unilaterally (i.e. without the Customer's consent) amend these General Terms and Conditions, in which case the amended version applies to the Agreement.

1.5 To the extent these General Terms and Conditions are also drawn up in a language other than Dutch, the Dutch text is always decisive in case of differences.

**2. Formation of the Agreement**

2.1 All quotations, offers and other statements of Salure are without obligation unless expressly indicated otherwise in writing. Obvious mistakes, such as typographical errors, in quotations, offers and other statements of Salure do not bind it. Furthermore, all quotations are based on the information provided by the Customer.

2.2 Salure is never obliged to accept requests from the Customer to enter into an Agreement.

2.3 All quotations and offers of Salure are valid for one (1) month, unless a quotation or offer states otherwise. A later quotation or offer replaces an earlier quotation or offer (thereby rendering the earlier quotation or offer void), regardless of whether the earlier quotation or offer contained an acceptance period and regardless of whether the Customer has already sent a notice of acceptance.

**2.4** An Agreement is only concluded: (i) after written acceptance by Salure of the Customer's request to enter into an Agreement, whether or not by sending an order confirmation by Salure to the Customer, or (ii) by actual performance by Salure of the Customer's request.

**2.5** Oral promises by employees of Salure do not bind Salure unless and insofar as they are confirmed by it in writing to the Customer.

**2.6** If and insofar as multiple Customers are jointly party to an Agreement, all Customers involved are jointly and severally liable to Salure for all (payment) obligations arising from the Agreement.

### **3. Invoicing and payment**

**3.1** Salure is entitled to invoice the fee for the Services and/or the Software prior to performance or making them available, or interim and/or periodically to the Customer.

**3.2** The Customer must pay all invoices of Salure within fourteen (14) days after the invoice date. This is a fatal term as referred to in article 6:83 under a of the Dutch Civil Code.

**3.3** With respect to the amounts charged by Salure to the Customer, the relevant documents and data from Salure's administration or systems provide full evidence, without prejudice to the Customer's right to provide counter-evidence.

**3.4** If the Customer is in default with regard to fulfilling its (payment) obligations to Salure, the Customer owes extrajudicial collection costs to Salure calculated in accordance with the Decree on compensation for extrajudicial collection costs, regardless of whether that decree materially applies to Salure's claim.

**3.5** The Customer is never entitled to set off any (purported) claim(s) against Salure with debts to Salure.

**3.6** If the Customer disputes the amount of the invoice, it must notify its objections to Salure in writing within one (1) month after the invoice date, failing which the right to do so lapses.

### **4. Liability and indemnification**

**4.1** Salure's total liability due to attributable failure in the performance of the Agreement is limited per damage-causing event to the amount paid to it by Salure's liability insurance in the relevant case. If no payment is made, liability is limited to the amount of fees paid by the Customer to Salure in a period of six (6) months preceding the damage-causing event and in any case limited to an amount of EUR 50,000.00 (in words: fifty thousand euros).

**4.2** A damage-causing event is deemed to be a single event or act or a related series of events or acts, as well as any event connected with the event that caused the damage, in the sense that Salure can be held liable only once for a damage-causing event.

**4.3** Salure's liability for indirect damage, consequential damage, lost profits, damage arising from claims of third parties against the Customer, damage due to exceeding a deadline or property damage consisting of destruction, damage or loss of items used by the Customer in the normal course of a profession or business is excluded, unless there is intent or deliberate recklessness on the part of Salure.

**4.4** Liability of Salure due to attributable failure to perform an Agreement arises only if the Customer, within one (1) month after it became aware of the failure or reasonably could have become aware of it, properly gives Salure written notice of default, granting Salure a reasonable period of at least thirty (30) days to remedy the failure and Salure also remains attributable in default after that period. The notice of default must contain as detailed a description as possible of the failure, as well as an explanation of the measures the Customer has taken to prevent or limit damage. The right to compensation lapses in any event after the expiry of one (1) year after completion of the Services from which the liability arises.

**4.5** The Customer indemnifies Salure against all claims of third parties in respect of damage that would remain for the Customer's account pursuant to the provisions of this article 4 of these General

Terms and Conditions if the relevant third party were to claim against the Customer.

**4.6** Third parties engaged by Salure to perform (part of) Salure's obligations under an Agreement may also rely on the provisions of this article 4.

## **5. Force majeure**

**5.1** If Salure cannot fulfill its obligations to the Customer due to a non-attributable failure (force majeure), those obligations are suspended for the duration of the force majeure situation.

**5.2** Force majeure on the part of Salure means any circumstance independent of Salure's will, by which performance of (the relevant part of) its obligations to the Customer is prevented, delayed or made economically impossible such that performance of these obligations cannot reasonably be required of Salure. Force majeure also includes technical or computer malfunctions, interruptions or delays in telecommunication services, fire, (water) damage, restrictive government measures (regardless of whether those measures are directly aimed at the operation of Salure's business) and/or epidemics. If a force majeure situation has lasted longer than 120 days, both the Customer and Salure have the right to terminate the Agreement by rescission. What has already been performed under the Agreement will then be settled proportionally, without the parties owing each other any (additional) compensation.

## **6. Termination**

**6.1** An Agreement entered into for a definite period is, in deviation from article 7:408 of the Dutch Civil Code, not terminable by the Customer in the interim, unless otherwise agreed in writing. If no term has been agreed, the Agreement is deemed to last for a period of three (3) years. Agreements entered into for a definite period are automatically extended at the end of a term for the same duration, and if no term has been agreed, for a period of three (3) years, unless Salure or the Customer has terminated the Agreement by the end of a term with due observance of a notice period of six (6) months. Agreements entered into for an indefinite period or (by operation of law) deemed to have been continued for an indefinite

period are terminable by the Customer with due observance of a notice period of twelve (12) months, unless otherwise agreed in writing. This notice period is deemed reasonable and also serves to enable Salure to complete the work performed by it and deploy the employees engaged by it in the performance of the Agreement to other projects.

**6.2** Termination of the Agreement by the Customer must be in writing to a person who, with respect to Salure, is registered as authorized representative in the Trade Register of the Chamber of Commerce, failing which the termination has no legal effect.

**6.3** Salure is entitled to terminate or dissolve the Agreement in whole or in part with immediate effect by written notice, without notice of default and without judicial intervention, if:

- (i) the Customer fails to meet its (payment) obligations and, after having been summoned in writing to do so, does not fully remedy its breach within seven (7) days;
- (ii) the Customer is granted a (provisional) suspension of payments;
- (iii) bankruptcy is applied for in respect of the Customer or if its business is liquidated or discontinued, or, in case the Customer is a natural person, it applies to be admitted to the Debt Restructuring (Natural Persons) Act or a request to that effect has been submitted; or
- (iv) control over the activities of the Customer's business is obtained by one or more others within the meaning of the SER Merger Code 2015 (regardless of whether those rules apply to the acquisition), through the issue, transfer or other transfer of shares or transfer of voting rights on shares, or a change occurs in the composition of its management,

and without Salure being obliged to pay any (damage) compensation and/or restitution due to such termination.

**6.4** If, at the time of termination of the Agreement as referred to in article 6.3 of these General Terms and Conditions, the Customer has already

received performances for the execution of the Agreement, these performances and the related payment obligation will not be undone. Amounts already invoiced by Salure before the time of termination remain due in full and become immediately payable at the time of termination.

## **7. Exit scheme**

**7.1** If the Agreement has ended, Salure will, at the Customer's request, make reasonable efforts to realize a transfer of Services and Software outsourced by the Customer to Salure to a new supplier, unless termination is due to a circumstance as referred to in article 6.3 of these General Terms and Conditions or in case the Customer still owes any payment to Salure. Salure does not guarantee that data can be transferred one-to-one and reserves the right to refuse or cease cooperation with the transfer if the Customer's new supplier provides no or insufficient cooperation.

**7.2** For cooperating with the transfer as referred to in article 7.1 of these General Terms and Conditions, Salure is entitled to a fee consisting of the time spent multiplied by Salure's usual hourly rate. Furthermore, Salure is entitled to reimbursement of the costs incurred in connection with the transfer desired by the Customer.

## **8. IP rights**

All intellectual property rights in relation to the Services performed by Salure and/or Software made available remain vested in Salure or its licensors, unless explicitly agreed otherwise in writing.

## **9. Privacy**

**9.1** To the extent that Salure processes personal data (all information about an identified or identifiable natural person) in the performance of the Agreement, this will be done properly and carefully and in accordance with applicable privacy laws and regulations (such as the General Data Protection Regulation) and any data processing agreement agreed between Salure and the Customer. In any case, Salure's privacy statement

applies to the Agreement, which describes Salure's privacy policy. In case of discrepancies between the privacy statement and the data processing agreement, the latter prevails.

**9.2** Salure takes appropriate technical and organizational measures to protect personal data against loss and against any form of unlawful processing of personal data. These measures, taking into account the state of the art and the costs of implementation, provide an appropriate level of security given the risks of the processing and the nature, scope and context of the personal data to be protected.

## **10. Non-solicitation**

**10.1** During the term of the Agreement up to a period of five (5) years after the end of the Agreement, the Customer is not permitted to approach customers, suppliers, contractors and/or relations of Salure with the effect that these parties terminate their (commercial) relationship with Salure or change it in a manner detrimental to Salure.

**10.2** If the Customer breaches any of the obligations under article 10.1 of these General Terms and Conditions, the Customer will immediately and without any further notice of default forfeit to Salure a penalty not subject to mitigation of EUR 20,000.00 (in words: twenty thousand euros) for each violation, increased by EUR 2,500.00 (in words: two thousand five hundred euros) for each day or part of a day that the violation continues, without prejudice to Salure's right to performance or full compensation of the damage it has suffered.

**10.3** During the term of the Agreement up to a period of five (5) years after the end of the Agreement, the Customer is not permitted directly or indirectly to enter into an employment contract or contract for services with: (a) an employee of Salure or (b) a former employee of Salure whose employment contract with Salure ended less than one (1) year ago.

**10.4** If the Customer fails to comply with article 10.3 of these General Terms and Conditions, the Customer will immediately and without any further

notice of default forfeit to Salure a penalty not subject to mitigation in the amount equal to the last applicable gross annual salary of the employee in question for each violation, increased by EUR 1,000.00 (in words: one thousand euros) for each day or part of a day that the violation continues, without prejudice to Salure's right to performance or full compensation of the damage it has suffered.

## **11. Final provisions**

**11.1** Salure is entitled to include references to the Customer on its website and via other channels, including social media.

**11.2** If an Agreement qualifies as a service level agreement, or contains service levels, then the (resolution) times and other obligations of Salure included therein expressly constitute obligations of effort and not obligations of result, unless otherwise agreed in writing.

**11.3** The Customer's right to nullification, dissolution and/or suspension of the Agreement is excluded, except as provided in article 5.2 of these General Terms and Conditions.

**11.4** In the event of nullity of one or more provisions of the Agreement and/or these General Terms and Conditions, Salure and the Customer will consult to agree new provisions to replace the null or voided provisions, taking into account as much as possible the purpose and intent of the null or voided provision.

**11.5** The Customer hereby grants prior consent to Salure to transfer rights and obligations entered into in whole or in part to group companies or legal entities affiliated with Salure.

**11.6** The legal relationship between Salure and the Customer, including the Agreement and these General Terms and Conditions, is governed exclusively by Dutch law.

**11.7** Disputes between Salure and the Customer arising from or in connection with (the performance of) an Agreement will be exclusively settled by the competent court in The Hague.

## **Part 2 – Services**

*This Part 2 supplements Part 1 and applies to the provision of Services by Salure to the Customer.*

### **12. Nature and scope of Services**

**12.1** The Agreement consisting of the provision of Services to the Customer qualifies as an agreement for services within the meaning of article 7:400 et seq. of the Dutch Civil Code. Salure will perform the Services as an independent contractor and not as an employee, agent, partner of the Customer or in the form of a joint venture.

**12.2** Salure has an obligation of effort to perform the Services to the best of its ability.

**12.3** All (delivery) deadlines mentioned by Salure and/or agreed are determined to the best of its knowledge, but are never binding or fatal deadlines as referred to in article 6:83 under a of the Dutch Civil Code. The mere exceeding of a mentioned or agreed deadline does not place Salure in default nor constitutes an attributable failure.

**12.4** The Customer is obliged to obtain the Services or similar services exclusively from Salure. The Customer is not free to obtain the Services or similar services in another manner.

**12.5** If the Customer acts in violation of article 12.4 of these General Terms and Conditions and the Agreement stipulates that the fee for Salure is made dependent on the scope of the Services to be performed (variable fee), the Customer owes Salure a non-reducible fee of 80% of the amount the Customer would have owed if no breach had occurred. If and insofar as the latter amount, in Salure's sole judgment, cannot be sufficiently determined, this amount will be set on the basis of the fee that Salure charged the Customer on average per month in the preceding twelve (12) months, multiplied by the remaining term of the Agreement.

**12.6** If it has been agreed that the Agreement will be performed in phases, Salure may suspend performance of those parts that belong to a next phase until the Customer has approved in writing the results of the preceding phase.

**12.7** The provisions of articles 7:403, 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code do not apply to the Agreement.

### **13. Performance of Services**

**13.1** For the performance of the Services, Salure is entitled to engage third parties. Salure is also entitled to have (a part of) the Services performed by legal entities within the Salure group, with the understanding that only the legal entity that is party to the Agreement is responsible and liable for performance of the Services.

**13.2** If during performance of the Agreement for the Customer more or other Services have been performed than were commissioned (additional work), Salure's administration gives rise to the presumption that this additional work was performed pursuant to an additional assignment from the Customer.

### **14. Obligations of the Customer**

**14.1** The Customer is obliged to cooperate in the performance of the Services by Salure. This cooperation includes, among other things, that the Customer timely makes available and continues to make available the required facilities and employees, timely provides the required data and information and, if applicable, grants access to the location where the Services must be performed. The Customer is itself responsible for the work of its employees and auxiliary persons engaged by it, for timely and lawful processing and provision or making available of correct and complete information and data by or on behalf of the Customer to Salure. The information must be provided in the form and manner requested by Salure.

**14.2** If the information required for the performance of the Agreement is not provided to Salure in time, Salure has the right to suspend performance of the Agreement and/or charge the Customer the additional costs arising from the delay (calculated at the rates used by Salure).

**14.3** If the Services are performed at the Customer's location or a location designated by the Customer, the Customer is responsible towards

Salure and its employees for compliance with the obligations arising from article 7:658 of the Dutch Civil Code, the Working Conditions Act and other regulations in the area of workplace safety and good working conditions in general.

**14.4** If an employee of Salure suffers damage during the performance of the Services in the situation as referred to in article 14.3 of these General Terms and Conditions, the Customer is obliged to inform Salure thereof in writing without delay, draw up a written report of the incident and provide it to Salure. If legally required, the Customer will also notify the competent authorities of the incident without delay. The aforementioned report must record the circumstances of the incident in such a way that it can be determined with reasonable certainty whether and to what extent the damage is the result of the fact that insufficient measures were taken to prevent the damage.

**14.5** The Customer will compensate the employee of Salure for all damage the employee suffers in the performance of the Services in the situation as referred to in article 14.3 of these General Terms and Conditions, if and insofar as the Customer and/or Salure is/are liable for this on the basis of article 7:658, article 7:611 and/or article 6:162 of the Dutch Civil Code.

**14.6** The Customer warrants that the performance of the Services does not infringe (intellectual property) rights of third parties and irrevocably and unconditionally indemnifies Salure against claims of third parties in this respect.

### **15. Payroll administration**

**15.1** This article 15 of these General Terms and Conditions also applies if the Services consist of Salure performing (a part of) the payroll administration for the Customer, including but not limited to the payment of wages to the Customer's employees.

**15.2** Unless explicitly agreed otherwise in writing, the Customer is responsible for fulfilling its employer obligations towards its employees and/or (decentralized) authorities. This includes but is not limited to the Customer's obligations under the

Improvement of the Gatekeeper Act, timely filing of payroll tax returns, timely reporting to UWV, timely pension reporting, compliance with a generally binding declared collective labor agreement (CLA), timely registration with a mandatory industry-wide pension fund and compliance with the statutory retention period for (payroll) administration.

#### **16. Consultancy and HR services**

**16.1** This article 16 also applies if the Services consist of Salure providing (business) advice and/or HR advice to the Customer.

**16.2** The advice given by Salure does not constitute a "legal opinion". Furthermore, Salure is not required to take into account future events or (policy) changes that had not yet occurred at the time the Services were performed.

**16.3** The Customer is entitled to request in writing to change or reschedule a consultancy day no later than fourteen (14) days in advance, failing which, upon cancellation of the consultancy day, the Customer will owe Salure the full agreed fee.

#### **17. Fee and costs**

**17.1** Unless otherwise agreed in writing, Salure is entitled to a fee for performing the Services consisting of the time spent multiplied by Salure's usual hourly rate. The hourly rate used by Salure and charged to the Customer is deemed customary and reasonable as referred to in article 7:405 paragraph 2 of the Dutch Civil Code, subject to proof to the contrary by the Customer.

**17.2** Salure is entitled to index the fee agreed with the Customer, regardless of whether it is a fixed fee, each time with effect from January 1 of a subsequent calendar year on the basis of the consumer price index (CPI) year 2015 (2015=100) as published by Statistics Netherlands.

**17.3** Unless otherwise agreed in writing, travel and accommodation expenses incurred by Salure are charged separately to the Customer. Travel expenses incurred within the Netherlands are charged at EUR 0.38 per kilometer.

**17.4** All cost estimates and budgets issued by Salure are indicative only, unless otherwise specified in the Agreement. The Customer can

never derive any rights from a cost estimate or budget issued by Salure. A budget made known by the Customer to Salure never constitutes an agreed (fixed) fee for the Services provided by Salure. Only if agreed in writing is Salure obliged to inform the Customer in the event of imminent overrun of a cost estimate or budget issued by Salure.

**17.5** If and insofar as the fee for the Services to be performed by Salure consists of a fixed amount (fixed fee) and/or results from a pre-established rate scale, it is deemed that this fee (structure) was established based on information made available by the Customer to Salure prior to the conclusion of the Agreement. If during the performance of the Services it appears that the information and/or assumptions on which this fee (structure) is based differ from the actual situation, Salure is entitled to adjust the fee (structure) accordingly.

#### **Part 3 – Software**

*This Part 3 supplements Part 1 and applies to making Software available by Salure to the Customer.*

#### **18. Making Software available**

**18.1** In addition to these General Terms and Conditions, the Agreement that (partly) consists of making Software available by Salure to the Customer, regardless of whether making available qualifies as the (sale and) delivery of custom software or making software available remotely ("SaaS"), is subject to the NLdigital Terms and Conditions. These NLdigital Terms and Conditions can be consulted and saved via [www.salure.nl/NLdigitalvoorwaarden](http://www.salure.nl/NLdigitalvoorwaarden).

**18.2** If, with respect to making Software available by Salure, there is overlap or conflict between the provisions of the NLdigital Terms and Conditions and this Part 3 of these General Terms and Conditions, the latter prevail.

#### **19. Fee for Software**

**19.1** Unless otherwise agreed in writing, in the event that making Software available qualifies as "Software as a Service", the license fee is due at

the times agreed between the parties or, in the absence of an agreed time:

- (i) if the parties have not agreed that Salure will take care of installation of the Software: upon delivery of the Software or, in the case of periodically due license fees, upon delivery of the Software and then prior to each new license period; or
- (ii) if the parties have agreed that Salure will take care of installation of the Software: upon completion of the installation of the Software or, in the case of periodically due license fees, upon completion of the installation of the Software and then prior to each new license period.

**19.2** Unless otherwise agreed in writing, Salure is not obliged to install and adapt the Software. If, contrary to the foregoing, Salure must also perform installation work or work regarding adaptation of the Software, Salure may require the Customer to enter into a separate written agreement for that purpose. These services will, where applicable, be charged separately at Salure's usual rates.

## **20. Applicability of third-party terms**

**20.1** The Customer's assignment to Salure to make Software available also includes granting an irrevocable and unconditional power of attorney by the Customer to Salure to accept, on behalf of the Customer, any (sub)license and delivery terms, including liability limitations, of third parties. At the Customer's first request, Salure will provide the Customer with a copy of these terms.

### **Part 4 – Salure Academy**

*This Part 4 supplements Part 1 and Part 2 and applies to courses and trainings provided by Salure to the Customer under its "Salure Academy" label.*

## **21. Courses and training**

**21.1** By registering for a course or training, an Agreement arises between the Customer and Salure.

**21.2** Registration takes place: (a) via a physical registration form, whether or not part of an offer for Services to be provided by Salure, (b) by telephone or (c) via a web form on Salure's website.

**21.3** If the relevant course and/or training has a maximum number of participants (which number may be determined at Salure's sole discretion), Salure is entitled not to accept the registration, without Salure owing any (damage) compensation to the Customer.

**21.4** If and insofar as admission requirements apply for participation in the course and/or training and the Participant does not meet them, Salure is entitled to deny the Participant access to the course or training, without prejudice to the Customer's payment obligation.

**21.5** If and insofar as the training offered by Salure is a legally recognized training program, the Customer is obliged, at Salure's first request, to provide Salure with the legally required data and documents of the Participant concerned. If the requested data are not provided fully and/or in time, Salure is entitled to deny the Participant access to the training program without owing any (damage) compensation.

**21.6** The course dates provided by Salure have been prepared with due care, but are not binding on Salure. Salure is at all times entitled to change a course and/or training date, the time and/or the location, without the Customer having any right to any (damage) compensation.

## **22. Price and payment**

**22.1** The agreed price for the course and/or training includes study materials listed in the course and/or training information. Recommended literature or access to external sources (databases) is not provided by Salure and is not included in the price.

**22.2** In addition to article 3.2 of these General Terms and Conditions, if the start time of the course and/or training falls within the 14-day payment term mentioned in that article, the invoice of Salure must be paid no later than one (1) working day prior to the start time of the relevant

course and/or training. If payment is not received by Salure in time and/or in full, Salure is entitled to deny the Participant access to the course and/or training until full payment has been received.

**22.3** Unless Salure gives written consent, cancellation of a course and/or training is not possible. Salure is entitled to attach conditions to its consent.

### **23. Study materials**

**23.1** The copyrights and all other intellectual property rights with respect to the study materials to be provided by Salure belong exclusively to Salure and/or its licensor(s). The Agreement does not extend to a full or partial transfer of such intellectual property rights. The Customer and the Participant acknowledge these rights and will refrain from any form of (in)direct infringement of these rights.

**23.2** The Customer and the Participant are only permitted to use the study materials: (a) in preparation for the course and/or training or (b) as a reference for the performance of the Participant's function within the Customer's organization. The Customer and the Participant are not permitted to distribute the study materials outside the Customer's organization in any manner, or to use them for commercial purposes.

**23.3** Salure has compiled the study materials made available with due care. However, Salure does not guarantee that the study materials are complete and/or contain no inaccuracies. The Customer and/or the Participant cannot derive any rights from the content of the study materials.

### **24. Obligations of Customer and Participant**

**24.1** The Participant is obliged to participate proactively in the course and/or training. This includes, among other things, that the Participant is expected to have prepared in accordance with Salure's instructions and to have the required basic knowledge. Furthermore, the Participant is obliged to follow the directions and instructions of Salure and/or the trainer who provides the relevant course and/or training.

**24.2** Salure is entitled to declare a further (examination) regulation applicable to a course and/or training in addition to these General Terms and Conditions, even after the Agreement has been concluded. After Salure has sent the relevant (examination) regulation to the Participant, the Participant and the Customer are bound by that (examination) regulation.

**24.3** The Customer guarantees vis-a-vis Salure that the Participant complies with the obligations included in this Part 4 of these General Terms and Conditions.