

Part 1 - General

1. Definitions and scope

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

'Terms and Conditions'	these terms and conditions of Salure;
'Services'	the activities to be conducted by Salure for the Client, consisting of, though not limited to: (i) payroll administration; (ii) consultancy services, and (iii) HR advisory services;
'Participant'	the natural person participating in a course and/or training of the 'Salure Academy';
'Client'	a counterparty of Salure under an Agreement;
'NLdigital Conditions'	the general (sectorial) conditions as stipulated by NLdigital B.V. (CoC number: 71675574), version 2020, that have been deposited with the court of Midden- Nederland, location Utrecht;
'Agreement'	an agreement between Salure and the Client regarding the carrying out of Services and/or the provision of Software and/or the organisation of a course or training by Salure for the Client;
'Salure'	(i) Salure HR & Payroll Services B.V. (Chamber of Commerce number: 24450943); (ii) Salure ICT B.V. (CoC number: 60515538); (iii) Salure Consultancy B.V. (CoC number: 85017086),

(legal)persons using these Terms and Conditions.

'Software' the software provided by Salure to the Client and the provision of supporting services, all matters in the widest sense of the word.

1.2 These Terms and Conditions are applicable to any legal relationship between Salure and the Client. It is established between Salure and the Client that once these Terms and Conditions are applicable to a legal relationship pertaining between them, also including, though not limited to, an Agreement, these will fully apply to later legal relationships as well.

1.3 Deviations from these Terms and Conditions are only valid if expressly established beforehand in writing. In case of contradictions between what is established in these Terms and Conditions and the Agreement, the provisions from the Agreement prevail. In case of contradictions between the provisions in Part 2, Part 3, and Part 4 on the one hand and Part 1 of Terms and Conditions on the other, the provisions in Part 2 respectively Part 3 respectively Part 4 prevail over Part 1.

1.4 Salure has the right to unilaterally modify these Terms and Conditions (that is, without the consent of the Client), in which case the modified version of these Terms and Conditions is applicable to the Agreement.

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

2. Adoption Agreement

2.1 All quotations, offers, and other expressions of Salure are non-committal, unless it is expressly stated otherwise in writing. Apparent mistakes, such as typing errors, in quotations, offers, and other expressions of Salure do not bind them. In addition, all quotations are based on the information provided by the Client.

2.2 Salure is never obliged to accept requests of the Client to enter into an Agreement.

2.3 All quotations and offers of Salure are upheld for one (1) month, unless a quotation or offer states otherwise. A quotation or offer issued later on replaces an earlier quotation or offer (by which the earlier quotation or offer lapses), regardless of whether the earlier quotation or offer contains a term for acceptance and regardless of whether the Client has already sent a notification of acceptance.

2.4 An Agreement is only adopted: (i) after written acceptance by Salure of the request of the Client to enter into an Agreement, whether or not through the sending of an order confirmation by Salure to the Client, or (ii) through the factual implementation by Salure of the request made by the Client.

2.5 Verbal pledges by collaborators of Salure only bind Salure after and to the extent they have been confirmed to the Client by them in writing.

2.6 If and to the extent multiple Clients jointly are a party to an Agreement, all Clients involved are liable severally and jointly vis-a-vis Salure for all (payment) obligations flowing from the Agreement.

3. Invoicing and payment

3.1 Salure has the right to invoice the fee for the Services and/or the Software prior to implementation or the provision thereof respectively, or intermediately and/or periodically to the Client.

3.2 The Client must settle all invoices of Salure within fourteen (14) days after invoice date. This is a strict time limit as referred to in article 6:83 sub a Civil Code (BW).

3.3 In the matter of the amounts billed by Salure to the Client, the relevant documents and data from the records or systems of Salure provide complete evidence, without prejudice to the right of the Client to supply proof to the contrary.

3.4 Salure has the right to demand an advance and/or securities from the Client, also including, though not limited to, the lodging of an abstract bank guarantee, before Salure is obliged to carry out the Agreement.

3.5 All (bank) charges related to the payment and the lodging of security are borne by the Client.

3.6 If the Client is in default with regard to

compliance with his (payment) obligations vis-a-vis Salure, the Client owes extrajudicial collection costs to Salure, to be calculated in accordance with the ruling on collection costs 'Besluit vergoeding voor buitengerechtelijke incassokosten', regardless of whether said ruling is materially applicable to the claim of Salure.

3.7 The Client never has the right to set off (a) pretended claim(s) on Salure against debts to Salure.

3.8 If the Client contests the amount of the invoice, he must communicate his objections within one (1) month after invoice date in writing to Salure, on pain of his right to do so lapsing.

4. Liability and indemnification

4.1 The total liability of Salure on account of an attributable shortcoming in complying with the Agreement is limited per damage-causing event to the amount that the liability insurance of Salure disburses to it in the relevant case. If no disbursement takes place, the liability is limited to the amount in fees that was paid by the Client to Salure in a period of six (6) months preceding the damage-causing event and is limited in any event to an amount of € 50,000 (*in words: fifty thousand Euros*).

4.2 Qualified as a damage-causing event is a single event or conduct or related series of event or conduct respectively, as well as any event that is related to the event that has caused the damage, in the sense that Salure can be addressed for a damage-causing event only once.

4.3 The liability of Salure for indirect damage, consequential damage, lost profit, damage flowing from claims by third parties vis-a-vis the Client, damage on account of the overrunning of a term or property damage consisting of the destruction, damaging, or loss of matters that are used by the Client upon the normal exercise of a profession or business is excluded, unless in the event of wilful intent of deliberate recklessness on the part of Salure.

4.4 The liability of Salure on account of an attributable shortcoming in complying with an Agreement only arises if the Client properly declares the default of Salure in writing within one (1) month after he has become aware of the shortcoming or could reasonably have become aware of such, whereby a reasonable term of at least thirty (30) days is set for Salure to eliminate the shortcoming and Salure even after this term continues to fall culpably short in complying with its obligations. The default notice must contain a description with the greatest possible detail of the shortcoming, as well as a clarification of the measures that the Client has taken to prevent or respectively mitigate damage. Entitlement to the compensation of damages lapses in any event after expiry of one (1) year after completion of the Services from which the liability flows.

4.5 The Client safeguards Salure against all third-party claims in the matter of damage that pursuant to what is established in article 4 of these Terms and Conditions would continue to be borne by the Client if the relevant third party were to address the Client.

4.6 What is established in this article also applies to the benefit of all (legal) persons whose services Salure makes use of to implement the Agreement.

5. Force majeure

5.1 If Salure is unable due to a non-attributable shortcoming (force majeure) to comply with its obligations vis-a-vis the Client, those obligations are suspended for the duration of the situation of force majeure.

5.2 By force majeure of Salure is intended any circumstance independent of the will of Salure, by which compliance with (the relevant part of) its

obligations vis-a-vis the Client is hindered, delayed, or rendered economically impossible, as a result of which compliance with these obligations cannot reasonably be demanded of Salure. By force majeure is also intended a shortcoming of ancillary persons deployed by Salure (such as contactors), technical or computer failures, failures or delays of telecom services, fire, (water) damage, restrictive government measures (regardless of whether these government measures are directed directly at business operations of the enterprise of Salure) and/or epidemics. Included especially in force majeure is the situation in which ancillary persons deployed by Salure fall short vis-a-vis Salure. In case a situation of force majeure has lasted for more than 120 days, both the Client and Salure have the right to terminate the Agreement by rescission. What has been performed already pursuant to the Agreement will then be settled in proportion, without parties owing each other anything.

6. Termination

An Agreement that is adopted for a fixed term, in derogation to article 7:408 Civil Code (BW), cannot be cancelled by the Client, unless it is established otherwise in writing. If no term was agreed upon, the Agreement is deemed to last for a period of three (3) years. Agreements adopted for a fixed term are extended legally at the end of a term by the same duration, and if no term was established by a period of three (3) years, unless Salure or the Client has cancelled the Agreement against the end of a term with due regard for a notice period of six (6) months. Agreements adopted for an indefinite time or that are (legally) deemed to have been prolonged by an indefinite time can be cancelled by the Client with due regard for a notice period of twelve (12) months, unless established otherwise in writing. This notice period is deemed to be reasonable and also serves to enable Salure to complete the activities conducted by it and to deploy the employees deployed by it for the implementation of the Agreement on different projects.

6.1 Cancellation of the Agreement by the Client must occur by way of written notice to a person who is registered in the trade register of the Chamber of Commerce as a person with representative authority with respect to Salure, failing which, the notice does not have legal force.

6.2 Salure has the right to terminate the Agreement with immediate effect completely or in part without any default notice and without judicial intervention by way of a written notification, if:

- (i) the Client falls short with his (payment) obligations and the Client, after having been urged to do so in writing, has not restored his shortcoming(s) completely within seven (7) days;
- (ii) the Client, whether or not provisionally, is granted suspension of payments;
- (iii) with respect to the Client bankruptcy is filed for or if his enterprise is liquidated or terminated, or, in the event that the Client is a natural person, he files an application to be admitted to the debt restructuring arrangement for natural persons or a request to such effect has been submitted, or
- (iv) through the issuance, transfer, or different passage of shares or by way of the transfer of voting rights on shares the control over the activities of the enterprise of the Client is acquired by one or more others in the sense of the merger rules 'S.E.R.-besluit fusiegedragsregels 2015' (regardless of whether those rules are applicable to the relevant acquisition), or a change occurs to the composition of its board, and without Salure being obliged to provide any compensation (of damages) and/or refunds on account of such termination.

6.3 If the Client at the moment of termination of the Agreement as referred to in article 6.3 of these Terms and Conditions has already received performances for the implementation of the Agreement, such performances and the related payment obligation will not be made undone. Sums that Salure has invoiced already before the moment of termination, remain due without any changes and

become instantly payable at the moment of termination. Salure furthermore has the right in such case to immediately invoice all activities that have been carried out and that have not been billed yet, and to apply a payment term of one (1) business day.

7. Exit arrangement

7.1 If the Agreement has ended, Salure will exert itself upon request of the Client to realise the transfer of Services and Software outsourced by the Client to Salure to a new supplier, unless termination pertains on account of a circumstance as referred to in article 6.3 of these Terms and Conditions or in the event that the Client still owes any payment to Salure. Salure does not guarantee that the transfer of data can occur one-to-one and reserves itself the right to refuse assistance for the transfer or to cease it if the new supplier of the Client does not or renders insufficient assistance.

7.2 For the assistance with the transfer as intended in article 7.1 of these Terms and Conditions, Salure is entitled to a fee consisting of the time spent multiplied by the hourly rate customarily applied by Salure. Salure is entitled in addition to compensation of the costs incurred that are associated with the transfer requested by the Client.

8. IP rights

All intellectual property rights regarding the Services and/or Software provided by Salure (continue to) lie with Salure, or with its licensors, unless explicitly agreed upon otherwise in writing.

9. Privacy

9.1 To the extent Salure processes personal data (personal information about an identified or identifiable natural person) in the context of the implementation of the Agreement, this occurs in an appropriate and diligent manner and in accordance with the General Data Protection Regulation and - if and to the extent concluded - the processor agreement established between Salure and the Client. Applicable in any event to the Agreement is [the privacy statement](#) of Salure, in which the privacy policy of Salure is described. In case of discrepancies between the privacy statement and the processor agreement, the latter prevails.

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

10. Non-solicitation clause

10.1 It is not permitted to the Client during the term of the Agreement until a period of five (5) years after the end of the Agreement to contact customers, suppliers, employees and/or relations of Salure with the result that these parties terminate their (commercial) relationship with Salure or change it in a manner that is disadvantageous to Salure.

10.2 If the Client has violated (one of) the obligations on account of article 10.1 of these Terms and Conditions, the Client will immediately and without any further default notice forfeit a fine, not eligible for moderation, to Salure of € 20,000 (*in words: twenty thousand Euros*) for each violation, increased by

€ 2,500 (*in words: twenty-five hundred Euros*) for each day or part of a day that the violation continues, without prejudice to the entitlement of Salure to compliance or to full compensation of the damage incurred by it besides.

11. Final provisions

11.1 Salure has the right to include references to the Client on its website and via different channels, including on social media.

11.2 If an Agreement qualifies as a service level agreement, or it contains service levels, then the (resolution) times and other obligations of Salure stipulated thereon expressly regard best-effort obligations and not commitments to a specific result, unless expressly established otherwise in writing.

11.3 The right of the Client to the annulment, or the rescission and/or suspension of the Agreement is excluded, barring what is established in article 5.2 of these Terms and Conditions.

11.4 In case of the nullity of one or several provisions of the Agreement and/or these Terms and Conditions, Salure and the Client will enter into consultations in order to establish new provisions to replace the void or respectively annulled provisions, whereby the purpose and tenor of the void or respectively annulled provisions will be observed as much as possible.

11.5 The Client grants permission beforehand to Salure to transfer rights and obligations entered into to group companies of or legal entities affiliated with Salure.

11.6 The legal relationship between Salure and the Client, also including the Agreement and these Terms and Conditions, is exclusively governed by Netherlands Law.

11.7 Disputes between Salure and the Client flowing from or related to (the implementation of) an Agreement will be settled exclusively by the court competent to such effect in The Hague.

Part 2 - Services

This Part 2 applies in addition to Part 1 to the provision of Services by Salure to the Client.

12. Nature and scope Services

12.1 The Agreement consisting of the provision of Services to the Client qualifies as an assignment agreement as referred to in article 7:400 ff. Civil Code (BW). Salure will carry out the Services as an independently operating contractor and not as an employee, agent, partner of the Client or in the form of a joint venture.

12.2 Salure is subject to a best-effort obligation to carry out the Services to the best of its ability. Unless established differently in writing, Salure is not obliged to realise a specific result.

12.3 All (delivery) terms indicated and/or established by Salure were determined to the best of its knowledge, but never are binding or strict time limits as referred to in article 6:83 sub a Civil Code (BW). The simple overrunning of a term submitted or established does not entail the default of Salure, nor does it constitute an attributable shortcoming.

12.4 The Client is obliged to purchase the Services or similar services exclusively from Salure. Client is not at liberty to provide for the Services or similar services in a different manner.

12.5 If the Client acts in violation of what is established in article 12.4 of these Terms and Conditions and in the Agreement that the fee for Salure has been rendered dependent on the scope of the Services to be conducted (variable fee), the Client owes Salure a fee, not eligible for moderation, of 80% on the amount that the Client would have owed, had no shortcoming occurred. If and to the extent the latter sum in the exclusive opinion of Salure cannot properly be determined, this amount is established on the basis of the fee that Salure has billed on average in the twelve (12) months preceding to the Client, multiplied by the remaining term of the Agreement.

12.6 If it has been established that the Agreement will be carried out in stages, Salure can suspend the implementation of the components belonging to a next stage until the Client has approved the results of the preceding stage in writing.

12.7 What is established in articles 7:403, 7:404, 7:407 section 2, and 7:409 Civil Code (BW) is not applicable to the Agreement.

13. Implementation Services

13.1 In order to carry out the Services, Salure has the right to deploy third parties. Salure also has the right to have (a part of) the Services carried out by legal entities falling within the group of Salure, under the proviso that only the legal entity that is a party to the Agreement is responsible and liable for the implementation of the Services.

13.2 Upon the deployment of third parties, Salure will always proceed diligently. Salure is not liable, however, for damage that is the result of shortcomings of third parties. Salure has the right to accept any possible liability limitations of third parties on behalf of the Client.

13.3 If during the implementation of the Agreement more or different Services have been conducted for the Client than those ordered (additional work), the assumption is derived from the records of Salure that this additional work has been conducted pursuant to an additional assignment of the Client.

13.4 If Salure makes use of telecom and/or the electronic exchange of data to carry out the Services, regardless of whether the medium was prescribed by the Client or not, this occurs at the expense and risk of the Client.

14. Obligations of the Client

14.1 The Client is obliged to render assistance for the implementation of the Services by Salure. This assistance comprises, among other matters, that the Client timely makes and continues to make available the facilities and collaborators required and, if applicable, grants access to the location where the Services must be carried out. The Client is responsible himself for the activities of his collaborators and ancillary persons deployed by him, for a timely and lawful processing and provision or rendering available respectively of correct and complete information and data by or on behalf of the Client to Salure. The information must be provided in the form and in the manner requested by Salure.

14.2 If the information required for the implementation of the Agreement is not timely provided to Salure, Salure has the right to suspend the implementation of the Agreement and/or to bill the additional costs flowing from the delay (calculated in accordance with the rates applied by Salure) to the Client.

14.3 If the Services are conducted at the location of the Client or at a location designated by the Client, the Client is responsible vis-a-vis Salure and its collaborators for compliance with the obligations flowing from article 7:658 BW (Civil Code), the labour conditions law and from other regulations in the field of safety in the workplace and proper labour conditions in general.

14.4 If a collaborator of Salure incurs damage upon the implementation of the Services in the situation as intended in article 14.3 of these Terms and Conditions, the Client is obliged to accordingly inform Salure without delay, to prepare a written report of the incident and provide this to Salure. If legally required, the Client will furthermore inform the competent authorities of the incident. In said report, the circumstances of the incident are established in such a manner, that it can be concluded therefrom with a reasonable degree of 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 Client will compensate the collaborator of Salure for all damage the collaborator incurs upon the implementation of the Services in the situation as referred to in article 14.3 of these Terms and Conditions, if and to the extent the Client and/or Salure is/are liable for it on grounds of article 7:658, article 7:611 and/or article 6:162 Civil Code (BW).

14.6 The Client guarantees that by implementing the Services no (intellectual property) rights of third parties are violated and irrevocably and unconditionally safeguards Salure against claims by third parties in the matter.

15. Payroll administration

15.1 This article 15 of these Terms and Conditions (also) applies if the Services consist of the implementation by Salure for the benefit of the Client of (a part of) the payroll administration, also

including, though not limited to, the payrolling of employees of the Client.

15.2 Unless it is expressly established otherwise in writing, the Client is responsible himself for fulfilling his employer obligations vis-a-vis his employees and/or (decentral) authorities. This includes, but is not limited to, the obligations of the Client under the law on the reduction of work incapacity 'Wet Verbetering Poortwachter', the timely submittal of wage tax declarations, the timely reporting to social security agency UWV, the timely submittal of pension declarations, compliance with a union contract 'CAO' declared generally binding, timely registration with a sectorial pension fund that has been declared mandatory, and compliance with the legal retention period for (payroll) records.

16. Consultancy and HR services

16.1 This article 16 of these Terms and Conditions (also) applies if the Services consist of (business) consultancy and/or HR advice provided by Salure for the benefit of the Client.

16.2 The recommendations given by Salure do not constitute a legal opinion. In addition, Salure is not obliged to take into account future events or (policy) changes that have not come about at the time the Services are conducted yet.

16.3 The Client has the right to request Salure no later than fourteen (14) days in advance in writing to change or reschedule a consultancy day, failing which the Client in case of the cancellation of the consultancy day owes the entire established fee to Salure.

Terms and Conditions Salure

This Part 3 applies in addition to Part 1 to the provision of Software by Salure to the Client.

17. Fee and costs

17.1 Unless established otherwise in writing, Salure is entitled for the execution of the Services to a fee consisting of the time spent multiplied by the hourly rate customarily applied by Salure. The hourly rate applied by Salure and billed to the Client is deemed to be usual and reasonable as intended in article 7:405 section 2 Civil Code (BW), barring proof to the contrary presented by the Client.

17.2 Salure has the right to index the fee established with the Client, regardless of whether it regards a *fixed fee*, each time with effect as from 1 January of a subsequent calendar year on the basis of the consumer price index (CPI) year 2015 (2015=100) as published by Dutch statistics institute CBS.

17.3 Unless established otherwise in writing, travel and accommodation costs incurred by Salure are billed separately to the Client. Travel costs incurred within the Netherlands are billed for an amount of € 0.38 per kilometre.

17.4 All pre-calculations and budgets issued by Salure only have an indicative character, unless it is established otherwise in the Agreement. No rights can ever be derived by the Client from a pre-calculation or budget issued by Salure. An available budget communicated by the Client to Salure never applies as an established (fixed) fee for the Services provided by Salure. Exclusively if such has been established in writing, Salure is obliged to inform the Client in case of the imminent overrunning of a pre-calculation or budget issued by Salure.

17.5 If and to the extent the fee for the Services to be conducted by Salure consists of a fixed fee and/or flows from a rate scale established beforehand, this remuneration (structure) is assumed to have come about on the basis of information that was provided by the Client to Salure prior to conclusion of the Agreement. If it becomes apparent during the implementation of the Services that the information and/or principles on which this remuneration (structure) is based deviates from the factual situation, then Salure has the right to accordingly modify the remuneration (structure).

18. The provision of Software

18.1 In addition to these Terms and Conditions are applicable to an Agreement that (partially) consists of the provision of Software by Salure to the Client, regardless of whether the provision can be qualified as the sale/purchase and delivery of customized software or the provision by order of software at a distance ('SaaS'), the NLdigital Conditions. These NLdigital Conditions can be consulted and saved via www.salure.nl/NLdigitalterms.

18.2 If with respect to the provision of Software by Salure to the Client there is overlap or there are contradictions between the provisions in the NLdigital Conditions and this Part 3 of these Terms and Conditions, the latter prevail.

19. Fee Software

19.1 Unless established otherwise in writing, in the event that the provision of Software qualifies as 'Software as a Service', the license fee is owed at the moments established between parties or, in the absence of an established time:

- (i) if parties have not established that Salure takes care of the installation of the Software: upon delivery of the Software or, in case of license fees owed periodically, upon delivery of the Software and subsequently prior to each new license term, or

Part 3 - Software

- (ii) if parties have established that Salure takes care of the installation of the Software: upon completion of the installation of the Software or, in case of license fees that are owed periodically, upon completion of the installation of the Software and subsequently prior to each new license term.

19.2 Unless established otherwise in writing, Salure is not obliged to install and modify the Software. If in derogation to the preceding installation activities or activities regarding the modification of the Software must be conducted by Salure as well, Salure can require that the Client enters into a separate written agreement to such effect. These performances in such case as may occur are separately billed against the customary rates of Salure.

20. Applicability conditions third parties

20.1 The assignment of the Client to Salure for the provision of Software also comprises the granting of an irrevocable and unconditional authorization by the Client to Salure to accept, on behalf of the Client, any possible (sub-)license and delivery terms, also including liability limitations, from third parties. Upon first request of the Client, Salure provides the Client with a copy of these terms.

Part 4 - Salure Academy

This Part 4 applies in addition to Part 1 and Part 2 to courses and training that Salure provides to the Client under its label 'Salure Academy'.

21. Courses and training

21.1 By registration for a course or training, an Agreement arises between the Client and Salure.

21.2 Registration occurs: (a) via a physical registration form, whether or not it is a part of a quotation for Services to be provided by Salure, (b) telephonically or (c) via a web form on the website of Salure.

21.3 If the relevant course and/or training has a maximum number of participants (which number can be determined at the exclusive discretion of Salure), Salure has the right not to accept the registration, without Salure owing the Client any compensation (of damages).

21.4 If and to the extent admission requirements apply for participation in the course and/or training and the Participant does not meet these, Salure has the right to deny the Participant access to the course or training, which leaves unaffected the payment obligation of the Client.

21.5 If and to the extent the training offered by Salure regards a legally certified training, the Client is obliged upon first request of Salure to provide the legally prescribed data and documents of the relevant Participant to Salure. If the data requested are not completely and/or not timely provided, then Salure has the right to deny the relevant Participant access to the training without owing any compensation (of damages).

21.6 The course dates provided by Salure are prepared with due diligence, but do not bind Salure. Salure has the right at all times to change a course and/or training date, time and/or location without the Client being entitled to any compensation (of damages).

22. Price and payment

22.1 The established price for the course and/or training is inclusive of study material that is indicated 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 Terms and Conditions it applies that if the moment of starting of the course and/or training falls within the payment term of 14 days indicated in that article, the invoice of Salure must be settled no later than one (1) business day prior to the moment of starting of the relevant course and/or training. If the payment is not received timely and/or completely by Salure, then Salure has the right to deny the relevant Participant access to the course and/or training until such time that the payment has been fully settled.

22.3 Barring the written consent of Salure, the cancellation of a course and/or training is not possible. Salure has the right to establish conditions for the granting of its consent.

23. Study material

23.1 The copyrights and all other rights of intellectual property regarding the study material to be provided by Salure fall exclusively to Salure and/or its licensor(s). The Agreement does not stipulate the overall or partial transfer of such intellectual property rights. The Client and the Participant acknowledge these rights and will refrain from any form of the (in)direct violation of these rights.

23.2 It is only permitted to the Client and the Participant to use the study material: (a) in preparation for the course and/or training or (b) as a reference work to fulfil the function of the Participant within the enterprise of the Client. It is not permitted to the Client and the Participant to distribute the study material outside the enterprise of the Client, in any manner whatsoever, or to use it for commercial purposes.

23.3 Salure has composed the study materials provided with care. Salure does not guarantee, however, that the study material is complete and/or does not contain any inaccuracies. The Client and/or the Participant cannot derive any rights from the content of the study material.

24. Obligations Client and Participant

24.1 The Participant is obligated to participate in the course and/or training proactively. That means, among other things, that the Participant has prepared in accordance with the instructions of Salure and has the basic knowledge required. The Participant is obliged in addition to observe the indications and instructions of Salure and/or the trainer providing the relevant course and/or training.

24.2 Salure has the right in addition to these Terms and Conditions to declare a further (exam) regulation applicable to a course and/or training, even after conclusion of the Agreement. After Salure has forwarded the relevant (exam) regulation to the

Participant, the Participant and the Client are bound by the relevant (exam) regulation.

24.3 The Client guarantees vis-a-vis Salure that the relevant Participant observes the obligations as stipulated in this Part 4 of the present Terms and Conditions.