General Terms and Conditions

October 2026

1. Applicability

1.1. The general terms and conditions apply to every agreement for services between a client and PeakPersonality (hereinafter: "**PP**"), as well as all persons affiliated with and all third parties engaged by PP for the execution of any instructions.

1.2. In case of conflict between the general terms and conditions and the agreement, the provisions of the agreement shall prevail.

1.3. The applicability of any purchasing or other general terms and conditions of the client is expressly rejected.

1.4. In these general terms and conditions, "**Annual Agreement**" means an agreement concluded for a fixed term of twelve months or longer, "**Month-to-Month Subscription**" means an agreement that is invoiced per monthly billing period and continues until terminated, and "**Specific Engagement**" means an agreement for a defined assignment, such as a coaching programme or a set number of advisory hours, that ends when the assignment has been completed.

2. Execution of the Engagement

2.1. PP shall provide all services to the best of its ability and in accordance with professional standards. Accordingly, PP shall only be bound by and liable for a best-efforts obligation regarding the intended services.

2.2. PP shall determine the way the engagement will be executed and by whom. In situations in which the engagement is explicitly intended to be performed by a specific natural person, the Articles 7:404 and 7:407(2) of the Dutch Civil Code will not apply.

2.3. PP may engage third parties for the execution of instructions, including applications to share or store data in a cloud or otherwise. If PP engages a third party, PP is not liable towards the client for any damage caused by an action or omission made by this third party, unless the claim is a result of a professional error on the part of PP. A professional error means a failure by PP to exercise reasonable skill, care and diligence in the selection, instruction or oversight of the third party. This Article does not limit PP's liability for Sub-processors processing personal data on behalf of the client, which is governed by Clause 10 of the Data Processing Agreement.

2.4. Neither party is liable for a failure to fulfil its obligations, other than an obligation to pay, to the extent that the failure is caused by circumstances beyond its reasonable control (force majeure). Force majeure includes a failure or outage of third-party suppliers, including hosting, cloud and communication services, insofar as the affected party could not reasonably have prevented or mitigated its consequences. The affected obligations are suspended for as long as the force majeure continues. If it continues for more than sixty (60) days, either party may terminate the agreement by written notice, without liability for damages.

3. Use of Services

3.1. The client agrees to use the services provided by PP in an ethical manner and in full compliance with all applicable laws and regulations.

4. Data and Privacy

4.1. The client recognises and accepts that **the client acts as Data Controller** and **PP acts as Data Processor** for the personal data of the client's athletes and employees that PP processes on behalf of the client in providing the services. PP shall process such data solely on the documented instructions of the client. Where PP processes personal data of the client's representatives for the administration of its relationship with the client, PP acts as Data Controller, as described in PP's Privacy Notice.

4.2. PP will process this personal data in compliance with the applicable data protection legislation (including the EU General Data Protection Regulation 2016/679 and its national implementing legislation).

4.3. The processing of personal data on behalf of the client is governed by the Data Processing Agreement, which forms part of the agreement. The Data Processing Agreement sets out, among other things, the purposes of processing, the retention periods, the Sub-processors engaged, the return and deletion of personal data, and the conditions under which PP may derive and use Anonymised Data as defined in Clause 14 of the Data Processing Agreement.

4.4. Each party shall indemnify the other party against damage, including claims of third parties, to the extent that such damage results from a breach by the indemnifying party of the agreement, the Data Processing Agreement or applicable data protection legislation. This indemnity is subject to Article 9.

4.5. Data Exports: If the client or its authorised users export or download data from PP's systems, the client acts as an independent Data Controller for that copy of the data. The client is solely responsible for the secure storage, lawful processing, and appropriate retention periods of such exported data under GDPR. PP shall not be held liable for any data breaches or unauthorised use occurring after the data has been transferred out of PP's controlled environment. This exclusion does not apply where the data breach or unauthorised use results from a defect in the export functionality that PP failed to prevent by taking appropriate measures within the meaning of Article 4.7.

4.6. Account Security and Credentials: The client is solely responsible for maintaining the confidentiality and security of all access credentials (including usernames, passwords, and access tokens) to PP's systems, platforms, and dashboards. The client explicitly agrees to prevent unauthorised access and ensures that credentials are not shared with, disclosed to, or used by any third parties. The client shall implement and maintain appropriate local technical and organisational security measures (such as using strong passwords and securing local devices) to safeguard access to its accounts. PP shall not be held liable for any unauthorised access, data breaches, or damages resulting from the client's failure to protect its access credentials or maintain adequate security protocols. This includes the security of the e-mail accounts used to access, or to recover access to, PP's systems, the choice of which is the client's responsibility.

4.7. Security Incidents: Unauthorised access to, or an attack on, PP's systems by a third party does not in itself constitute a breach by PP. PP is liable for damage resulting from such an incident only insofar as the incident results from PP's failure to implement and maintain appropriate technical and organisational measures within the meaning of Article 32 GDPR, or from a vulnerability of which PP was aware, or which had been publicly disclosed and for which a remedy was available, and which PP failed to remedy within a reasonable period. PP's obligations under Clause 9 of the Data Processing Agreement remain unaffected.

5. Fee and Payment

5.1. The client will owe PP the agreed fee.

5.2. Unless it is explicitly indicated otherwise, fees and expenses owed by the client will be increased by the applicable turnover tax (VAT) as required by law.

5.3. The services rendered shall in principle be charged on a term agreed with the client, subject to payment within thirty (30) days from the date of the invoice.

5.4. For a Specific Engagement, a down payment of 25% of the fee for the engagement is required at the start of the engagement. The remainder is invoiced on completion of the engagement. Notwithstanding Article 7.3, the down payment is not refundable if the engagement ends early, unless it ends because of PP's breach or under Article 2.4.

5.5. For Annual Agreements, the fees are adjusted automatically once per twelve months, on each anniversary of the start of the agreement, in line with the percentage change in the Consumer Price Index (CPI), all households, as published by Statistics Netherlands (CBS) over the preceding twelve months. PP shall inform the client of the adjusted fees in advance; failure to do so does not affect the adjustment.

5.6. Article 5.5 applies equally to Month-to-Month Subscriptions. The fees for a Specific Engagement are fixed for its duration.

5.7. If the client fails to pay an invoice within the payment term, the client is in default without further notice and owes statutory commercial interest (Article 6:119a of the Dutch Civil Code) on the outstanding amount from the due date. All reasonable judicial and extrajudicial collection costs are borne by the client.

5.8. If an invoice remains unpaid thirty (30) days after a written reminder, PP may suspend the services, including access to its platforms and dashboards, until the outstanding amount has been paid in full. Suspension does not affect the client's payment obligations.

6. Intellectual Property and Copyright

6.1. PP reserves all intellectual property rights in relation to products of the intellect that PP has developed within the framework of the execution of the engagement in respect of which PP holds or can exercise copyrights or other intellectual property rights.

6.2. It is explicitly prohibited to reproduce, publish, or use for commercial purposes, whether alone or involving third parties, the products PP has developed, including our reports and designs. In addition, all knowledge, methodologies, and analytical methods provided by PP during training sessions, as well as any materials made available as part of the engagement, are strictly protected. These may not be copied, distributed, or applied beyond the intended scope of use. It is only allowed to reproduce the written documents for own internal use insofar as this is in line with the purpose and duration of the engagement, without prejudice to Article 6.3.

6.3. After the end of the engagement, the client may continue to use the reports generated during the engagement, provided that all fees have been paid in full, and only: (a) for internal use in relation to the individuals concerned; (b) within its own organisation, without distribution outside it; (c) not for any commercial purpose; and (d) not for the development of any competing instrument or service. The end of the engagement ends the client's access to PP's platforms and dashboards.

7. Termination of the Agreement

7.1. The client may terminate a Month-to-Month Subscription or a Specific Engagement at any time by written notice, in accordance with Article 7.3. An Annual Agreement cannot be terminated by the client before the end of its agreed term; Article 7:408(1) of the Dutch Civil Code does not apply to it. This does not affect the client's right to dissolve the agreement for breach by PP, or its rights under Articles 2.4, 10.3 and 11.2 and Clause 10.4 of the Data Processing Agreement.

7.2. PP reserves the right to terminate the engagement immediately if it becomes aware of any use of its services that it reasonably considers unethical or illegal.

7.3. If the engagement is terminated, the client will owe the fees for the work carried out by PP before the end of the engagement. In addition: (a) a Month-to-Month Subscription ends at the end of the billing period in which the termination takes effect, without proration or refund of fees for that period; and (b) under an Annual Agreement, the fees for the remainder of the agreed term remain payable, unless the agreement is terminated because of PP's breach or under Article 2.4.

7.4. PP may terminate the agreement with immediate effect by written notice if: (a) the client materially breaches the agreement and fails to remedy the breach within thirty (30) days of written notice; (b) the client fails to pay an invoice within thirty (30) days of a written reminder; or (c) the client is declared bankrupt, applies for (provisional) suspension of payments, or is dissolved or liquidated.

7.5. PP may terminate a Month-to-Month Subscription by giving one (1) month's written notice, with effect from the end of a billing period.

7.6. The return and deletion of personal data on termination is governed by Clause 13 of the Data Processing Agreement.

8. Confidentiality

8.1. Each party shall keep confidential all confidential information it receives from the other party in connection with the agreement, and shall use such information solely for the performance of the agreement. Information is confidential if it is designated as such or if the receiving party knows or should reasonably understand it to be confidential.

8.2. The receiving party may disclose confidential information to its employees, advisers and third parties engaged in the performance of the agreement, insofar as they need it for that purpose and are bound by equivalent obligations of confidentiality.

8.3. Article 8.1 does not apply to information that: (a) is or becomes publicly available other than through a breach of this Article; (b) was lawfully in the receiving party's possession before disclosure; (c) is independently developed by the receiving party; (d) is lawfully obtained from a third party without an obligation of confidentiality; or (e) must be disclosed by law, court order or order of a competent authority, in which case the receiving party shall, where legally permitted, inform the other party in advance.

8.4. The obligations in this Article survive the end of the agreement for three (3) years, and for trade secrets for as long as they remain trade secrets.

8.5. This Article is without prejudice to the Data Processing Agreement in respect of personal data, and to PP's use of Anonymised Data in accordance with Clause 14 of the Data Processing Agreement.

9. Limitation of Liability

9.1. Neither party is liable for loss of profit, loss of revenue, loss of anticipated savings, loss of use, loss of contracts, loss of goodwill, damage to reputation, or any indirect or consequential loss.

9.2. Subject to Article 9.1, each party's total liability under or in connection with the agreement, including the Data Processing Agreement, is limited in aggregate to the fees paid and payable by the client under the agreement in the twelve (12) months preceding the first event giving rise to liability or, for a Specific Engagement, the total fee for that engagement, and in any case to no more than €25.000.

9.3. Articles 9.1 and 9.2 do not apply to: (a) damage caused by gross negligence, wilful misconduct or wilful recklessness; (b) a breach of Article 8 arising from gross negligence or wilful misconduct; (c) the client's obligation to pay the fees; or (d) a breach by the client of Article 6.

9.4. Nothing in the agreement limits or excludes either party's liability towards data subjects under Article 82 GDPR. Claims between the parties, including recourse under Article 82(5) GDPR, fall within the limitations of this Article to the extent permitted by law.

9.5. A right to damages arises only if the client promptly gives PP written notice of default, setting a reasonable period to remedy the failure, and PP fails to remedy it within that period, unless performance has become permanently impossible.

9.6. The specific exclusions in Articles 2.3, 2.4, 4.5, 4.6 and 4.7 apply in addition to this Article.

10. Assignment and Change of Control

10.1. Neither party may assign or transfer its rights and obligations under the agreement without the prior written consent of the other party. PP may, however, assign or transfer the agreement without such consent (a) to a company within its group, or (b) in connection with a transfer of all or substantially all of its business, including its contribution to a legal entity.

10.2. PP shall notify the client in writing within thirty (30) days of any assignment or transfer of the agreement and of any change of control of PP.

10.3. Following a notification under Article 10.2, the client may terminate the agreement with effect from the end of the then-current term, without penalty and without refund, where the acquirer is a direct competitor of the client or where the client has a substantiated data protection or security concern.

11. General

11.1. If any provision of the agreement or these general terms and conditions is void or annulled, the remaining provisions remain in full force. The parties shall replace the void or annulled provision with a valid provision that approaches its purpose and effect as closely as possible.

11.2. PP may amend these general terms and conditions by giving the client at least thirty (30) days' written notice. If an amendment is to the client's material detriment, the client may terminate the agreement by written notice with effect from the date on which the amendment takes effect. Amendments do not apply to the fees, which may be adjusted only under Article 5, and do not affect the Data Processing Agreement or any addendum agreed in writing between the parties.

12. Governing Law and Jurisdiction

12.1. All engagements contracted between the parties and the negotiations of these engagements shall be governed by the laws of the Netherlands.

12.2. All disputes arising out of or in connection with the agreement shall be submitted exclusively to the competent court in The Hague, unless mandatory law provides otherwise.