



GENERAL TERMS AND CONDITIONS SLAMSTOX B.V.

Article 1 Definitions

Slamstox:	The private limited liability company "Slamstox B.V.", located at Torenallee 3 in Eindhoven, registered with the Kamer van Koophandel under KvK number 61393770;
Client:	The person or persons on whose behalf Slamstox performs its services; in the form of a student-athlete and/or his or her parents or legal representatives;
Parties:	Slamstox and the Client together;
Agreement:	The agreement concluded between Slamstox and the Client;
Proposal:	The offer from Slamstox to the Client in which Slamstox's services are presented;
Assignment:	The total scope of services that Slamstox is required to perform on behalf of the Client

Article 2 General

- These general terms and conditions apply to every offer, quotation, and agreement between Slamstox and the Client to which Slamstox has declared these conditions applicable, unless the Parties have explicitly agreed otherwise in writing.
- These general terms and conditions are also stipulated for the benefit of affiliated individuals and third parties who, whether or not under an employment relationship, are engaged in the execution of any assignment or may be held liable in connection therewith. This article constitutes an irrevocable third-party clause for the benefit of the aforementioned individuals.
- Any deviations from these general terms and conditions are only valid if explicitly agreed upon in writing or electronically.
- If one or more provisions of these general terms and conditions are at any time wholly or partially void or annulled, the remaining provisions shall remain fully applicable. In such a case, Slamstox and the Client will consult each other to agree on new provisions to replace the void or annulled ones, as much as possible taking into account the purpose and intent of the original provisions.
- If Slamstox does not always demand strict compliance with these terms and conditions, this does not imply that those provisions do not apply or that Slamstox has in any way waived its right to demand strict compliance in other cases.
- Slamstox reserves the right to unilaterally amend and expand its general terms and conditions.

Article 3 Quotations and offers

- All quotations and offers from Slamstox are non-binding, unless explicitly stated otherwise in writing by Slamstox.
- If the acceptance (whether or not on minor points) deviates from the offer stated in the quotation or proposal, Slamstox is not bound by it. In that case, the agreement is not concluded in accordance with the deviating acceptance, unless Slamstox indicates otherwise.
- A combined price quotation does not oblige Slamstox to perform part of the assignment for a corresponding portion of the quoted price.

Article 4 Execution of the Agreement

- Slamstox will execute the Agreement to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
- Slamstox does not guarantee the obtaining of a scholarship at an academic institution, nor admission to an academic institution.
- Slamstox is entitled to carry out the Agreement in multiple phases and to invoice each completed phase separately.
- If the Agreement is carried out in phases, Slamstox may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
- Slamstox determines the manner in which and by whom the Agreement is carried out.
- Slamstox has the right, without notifying the Client, to engage third parties in the execution of the Agreement, to procure goods from third parties, to obtain services from third parties, and to have the Agreement carried out in whole or in part by third parties.

Article 5 Obligations of the Client

- The Client is responsible for ensuring that all information, which Slamstox indicates is necessary or which the Client can reasonably be expected to understand is necessary for the execution of the Agreement, is provided to Slamstox in a timely manner. If the information required for the execution of the Agreement is not provided on time, Slamstox has the right to suspend the execution of the Agreement. The execution period will not commence until the Client has made the required information available to Slamstox.
- The Client is at all times obligated to keep Slamstox informed of any changes in personal circumstances that may affect the Assignment, such as failure to achieve the required academic results, the occurrence of injuries, or family-related circumstances.

Article 6 Termination and Dissolution of the Agreement

- The Agreement between Slamstox and the Client is entered into for a fixed period. The Agreement ends if (i) the Client terminates it in writing and states the reason for termination, (ii) the Client's eligibility has expired according to the guidelines of the American sports associations, or (iii) a successful placement has taken place between the Client and an academic institution.
- If the Client terminates the Agreement with Slamstox, as described in Article 6, paragraph 1, sub (i), the Client must pay the costs corresponding to the phase they are in at that time, as further specified under "Costs for Slamstox" in the offer. If a particular phase has begun, the full amount for that phase must be paid. Any amounts already paid by the Client cannot be reclaimed, and any outstanding invoices from Slamstox must still be paid within the payment term stated on the relevant invoice.
- Any costs incurred by the Client in relation to the Assignment, such as eligibility fees, application costs for academic institutions, accreditation of academic documents, and visa expenses, are the responsibility of the Client and cannot be recovered from Slamstox, unless otherwise agreed in the offer.
- The Client is not permitted to complete a placement process after the termination of the Agreement without the knowledge of Slamstox. In such cases, the full costs for a successful placement will still be charged to the Client.
- If Slamstox has presented at least ten offers from academic institutions, but these are not accepted by the Client, Slamstox has the right to terminate the Assignment and charge the costs for the entire placement process, as outlined under "Costs for Slamstox" in the offer.
- If the Agreement is terminated prematurely by Slamstox, Slamstox will, in consultation with the Client, ensure the transfer of any remaining work to third parties, unless the termination is attributable to the Client. If the transfer of work results in additional costs for Slamstox, these will be charged to the Client. The Client is obliged to pay these costs within the specified term, unless Slamstox indicates otherwise.
- In the event of seizure of the Client's assets, debt restructuring, or any other situation in which the Client can no longer freely dispose of their assets, Slamstox is entitled to terminate the Agreement immediately and without notice, without any obligation to pay damages or compensation. In such cases, all claims of Slamstox against the Client become immediately due and payable.

Article 7 Amendment of the Agreement

- If during the execution of the Agreement it becomes apparent that proper performance requires changes or additions, the Parties shall promptly and jointly agree to amend the Agreement.
- If Slamstox and the Client have agreed upon a fixed fee or fixed price, Slamstox is nevertheless entitled at all times to increase this fee or price without the Client being entitled to terminate the Agreement for that reason, provided the price increase results from a legal authority or obligation, or from other circumstances that could not reasonably have been foreseen at the time the Agreement was concluded.

Article 8 Mandatory Completion of Phase 3

- After completion of phase 1 and phase 2, or upon entering into a commitment with an academic institution, the Client is obligated to also complete phase 3 with Slamstox.
- Independently completing phase 3 without the involvement of Slamstox is not permitted. If the Client fails to fulfill this obligation, the full costs for phase 3 will remain payable.

Article 9 Provision of Data / Personal Data

- The Client shall ensure that all information required by Slamstox for the proper execution of the assignment is provided to Slamstox in the required format.
- Slamstox has the right to suspend the execution of the assignment until the Client has fulfilled the obligation mentioned in the previous paragraph.
- The Client shall ensure that the information referred to in the first paragraph is accurate and complete, and indemnifies Slamstox against any consequences arising from the inaccuracy of such information.
- The Client is aware that their personal data is used by Slamstox for the execution of the assignment.
- Unless expressly agreed otherwise by the Parties, the Client is obliged to inform the individuals whose personal data has been provided by the Client to Slamstox of this provision, as well as of the purposes for which the data has been provided.
- The Client authorizes Slamstox to provide personal data to third parties if this is necessary for the execution of the Agreement.

Article 10 Force Majeure

- Slamstox is not obliged to fulfill any obligation towards the Client if it is hindered from doing so due to force majeure.
- Force majeure exists if the execution of the Agreement is wholly or partially, whether temporarily or permanently, prevented by circumstances beyond Slamstox's control, such as (but not limited to) strikes, natural disasters, epidemics, pandemics, shortages, and other circumstances over which Slamstox cannot reasonably exercise influence.
- During the period of force majeure, Slamstox is entitled to suspend its obligations under the Agreement. If this period lasts longer than three months, either party has the right to terminate the Agreement for the portion not yet performed by providing written notice to the other party, without any obligation to pay compensation for damages. To the extent that Slamstox has already partially fulfilled its obligations under the Agreement at the time the force majeure occurs, or will be able to do so, and the fulfilled or to-be-fulfilled part has independent value, Slamstox is entitled to invoice this part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 11 Payment and Collection Costs

- Payment must always be made within 14 days of the invoice date, in the currency invoiced and via a method specified by Slamstox, unless otherwise agreed in writing by Slamstox.
- The Client is never entitled to offset any amount owed to Slamstox. Objections to the amount of an invoice do not suspend the Client's payment obligation.
- If the Client fails to meet their obligations (in a timely manner), all reasonable costs incurred to obtain payment out of court will be charged to the Client. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client is also liable for interest on the collection costs owed.

Article 12 NIL Compensation and Commission

- Upon receipt of additional NIL (Name, Image, and Likeness) compensation on top of a full scholarship, Slamstox will charge a 20% commission on the amount received by the Client. This commission serves as compensation for mediation and support.
- The commission must be paid within the payment term stated on the invoice.
- Slamstox is not liable for any tax obligations or changes in regulations that affect NIL compensation.

Article 13 Complaints

- If a Client believes that Slamstox has failed in its service delivery, the Client must inform Slamstox of this in writing and issue a formal notice of default.
- If the Client's notice of default is submitted more than 14 calendar days after invoicing, Slamstox is not obligated to process the notice.
- If it is established that the service was indeed deficient and the complaint was submitted on time, Slamstox will handle the complaint and ensure an appropriate solution.
- If it is determined that a complaint is unfounded, any resulting costs, including investigation costs, incurred by Slamstox will be fully borne by the Client.
- In deviation from the statutory limitation periods, the limitation period for all claims against Slamstox and any third parties engaged by Slamstox in the execution of an Agreement is one year.

Article 14 Liability

- If Slamstox is found to be liable, such liability is limited to what is specified in this provision. Slamstox is not liable for any damages of any kind resulting from reliance on incorrect and/or incomplete information provided by or on behalf of the Client.
- Slamstox can never be held liable for decisions, on any grounds, made by organizations or academic institutions regarding admission or eligibility.
- Slamstox cannot be held liable for the failure to obtain a scholarship at an academic institution.
- Slamstox cannot be held liable for any material or immaterial costs resulting from an Assignment after it has been terminated, regardless of the reason.
- Slamstox cannot be held liable for any costs, whether material or immaterial, resulting from the Client being declared ineligible by the NCAA, NJCAA, or NAIA, or any consequences arising from such a decision.
- Slamstox cannot be held liable for costs resulting from the Client not being admitted to an academic institution.
- Slamstox cannot be held liable in any way for decisions made by a coach, academic institution, and/or sports association during the Client's stay in the U.S., including but not limited to loss of eligibility and/or reduction or loss of scholarship.
- Slamstox cannot be held liable for any material and/or immaterial damage caused by the Client during his/her stay in the U.S. after completion of the Assignment.
- Slamstox cannot be held liable for costs resulting from poor communication with third parties in the U.S. Slamstox communicates in good faith and expects the same from the third parties it deals with. If third parties deviate from previously written agreements with the Client, Slamstox cannot be held liable for such deviations or for any material or immaterial damages resulting from them.
- Slamstox cannot be held liable for the failure to obtain Dutch student financing (DUO). Consequently, Slamstox also cannot be held liable for any advice regarding the eligibility for such financing.
- Slamstox cannot be held liable for the quality of education at individual educational institutions in the U.S. or any resulting consequences.
- In all cases, Slamstox's liability is limited to the amount paid out by its insurer.

Article 15 Indemnification

- The Client indemnifies Slamstox against any claims from third parties who suffer damages in connection with the execution of the Agreement, where the cause of such damages is attributable to a party other than Slamstox.

Article 16 Intellectual Property

- The Client grants permission for the use of visual material, images, photos, and personal information provided by the Client to be used on Slamstox's website, on social media, and in other forms of external communication.
- All created and edited images, photos, and any form of visual content, whether or not featuring the Slamstox logo, that are produced by Slamstox or by third parties on behalf of Slamstox, published in social media posts, on its website, or used during the Assignment, are and will remain the property of Slamstox. Such materials may only be used by third parties with prior written permission from Slamstox.

Article 17 Confidentiality

- Both Parties are obligated to maintain the confidentiality of all confidential information they have obtained from each other in the context of the Agreement. Information is considered confidential if it has been designated as such by the other party or if this follows from the nature of the information. The party receiving the confidential information shall use it solely for the purpose for which it was provided.
- If, pursuant to a legal provision or a court ruling, Slamstox is required to disclose confidential information to third parties designated by law or the competent court, such disclosure shall not be considered a breach of Article 14.1.

Article 18 Applicable Law and Disputes

- This Agreement is governed by Dutch law, and all disputes arising from or related to this Agreement shall be submitted to the competent court in 's-Hertogenbosch, unless mandatory law dictates otherwise.
Version: May 2025