Consent to Contribute a Transcript

Document	Contribution Consent, version 5, dated 25 October 2026
For	Clients aged 18 or over of coaches taking part in the CoMentor pilot
From	WayWise (section 4 sets out who is responsible for what)
How you answer	On www.waywise.coach/consent, with the personal code your coach gave you

1. What you are asked

1.1 You have already agreed to your coach recording sessions for their own reflection. This is a separate question: whether a transcript of a session, with identifying details removed, could also be used to train and improve WayWise's tools that give people feedback on how they hold coaching and other professional conversations, such as mentoring, supervision or a difficult conversation at work, for their own learning, starting with CoMentor. This means training AI models that become part of tools WayWise offers commercially, such as CoMentor, which runs on coaches' own computers.

1.2 **Which sessions this covers.** The sessions you and your coach have already had, and future ones. If there is a particular session you would rather keep out, give its date on the page when you say yes, or tell your coach at any time. A session you leave out stays out until you ask your coach or us to put it back in.

1.3 **What kind of information this is.** Coaching conversations can touch on your health and how you are feeling, and sometimes on other private matters such as religious or political beliefs, or your sex life or sexual orientation. Data protection law treats information like that as a special category of personal data, which may only be used with your express agreement to that specific use. Your transcript is treated as special-category personal data for the whole of its life with us, even after the automatic removal of names and the human review, and the consent you give below covers all such information in it.

2. How you answer

2.1 Your coach sends you a link to our page, where this document is, with a personal code. You say yes yourself, on our page, with that code; your coach never gives your answer for you.

2.2 If you are willing for your sessions to be used as this document describes, you say so on our page, www.waywise.coach/consent, with the code your coach gave you. This is the statement you tick there:

> **I consent to de-identified transcripts of my sessions, including any special-category information they contain, for example about my health or wellbeing, being used by WayWise, including to train AI models, to build and improve its tools that give people feedback on how they hold coaching and other professional conversations, such as mentoring, supervision or a difficult conversation at work, for their own learning, starting with CoMentor, as described in this document.** (Optional. Your coaching is unaffected either way.)

2.3 On the page you can also name any sessions you want left out. To say no, you do nothing: if you never use the code, nothing is sent.

3. Your decision is your own

3.1 **Nobody who arranged or paid for your coaching is part of this.** If your employer arranged or pays for your coaching, they have no role in this decision, they are not told whether you agreed or refused, they never receive your transcript or anything else from your sessions, and your answer has no effect on your coaching or on anything in your work. The same is true of anyone else who arranged it.

3.2 **Your coach gains nothing either way.** Nothing your coach receives from WayWise depends on whether you agree or on how many transcripts their clients contribute. Your coach gives this document to every client, so being given it says nothing about you, and there is no arrangement in which your saying no costs your coach something. That is why they can hand it to you neutrally and mean it.

3.3 Whichever way you decide, your coach has been asked not to raise it again.

4. Who is responsible for what

4.1 The text set apart below is the summary that Article 26(2) GDPR requires to be available to you. It is word for word the same as Annex 1 of the arrangement between WayWise and your coach. Sections 4.2 to 4.4 are ours rather than part of that summary.

> Two organisations are involved when you contribute a transcript, and they are responsible for different things.
>
> **Your coach** gives you this document, as they give it to every client, with a personal code. Your coach keeps the only record connecting you to that code. Your name is never sent to WayWise.

WayWise records your answer, which you give on WayWise's own page with your code, and decides what happens to the transcript after it arrives: who reads it, whether it is accepted, where it is stored, how long it is kept, and whether it is used to build and improve WayWise's tools that give people feedback on how they hold coaching and other professional conversations, for their own learning, starting with CoMentor. For all of that, WayWise is solely responsible. Acting as your coach, your coach has no say in any of it and no access to it. Your coach can see whether a yes is on record for your code, when you gave it and to which version of the Contribution Consent, whether you later withdrew it, and which sessions you left out, because without that they could not send anything.

For the step in between, meaning giving you this document and your code, informing you, and sending the transcript once your yes is on record, your coach and WayWise are jointly responsible. That is why this summary exists.

What that means for you.

You can go to either of them. You do not have to work out which one is responsible. If you contact your coach, they will pass it on. If you contact WayWise, they will act.

To exercise any right, your code is enough. You do not need to give WayWise your name. If you no longer have the code, your coach has it and will give it to you. WayWise will only ask for more information if it genuinely cannot identify the right record without it.

To withdraw, use the same page with your code, or tell either of them. It takes effect within 72 hours at the latest. You do not have to give a reason. There is one honest limit: if your transcript has already been used in a completed round of training, it cannot be removed from what has already been learned. Everything else about it is deleted, apart from a short record that a submission existed and was deleted, which contains nothing of what was said and is what lets WayWise keep your withdrawal honoured in every future round of training.

WayWise keeps the record of your answer, so it can show, if it is ever asked, that your consent existed. Your coach keeps the link between you and your code for five years, and then destroys it, so a request about your rights can always reach the right record. Neither is a copy of your transcript.

Saying no changes nothing. Not the coaching, not your relationship with your coach. You do not have to do anything to say no. Your coach is contractually required to give it to you only once, and not to raise it again.

If your employer arranged or paid for your coaching, they are not part of this. They are not asked, they are not told what you decided, and they never receive session content or transcripts. Your decision has no effect on your coaching or on anything at work.

Who to contact. WayWise is the contact point for anything to do with the contributed transcript: privacy@waywise.coach. Your coach can also pass on anything you would rather raise with them. You can also complain to the Dutch data protection authority, the Autoriteit Persoonsgegevens.

Who WayWise is. An Eenmanszaak (sole proprietorship) owned by Bruno Giulio Winkler, registered in the Netherlands, KvK 42057820.

4.2 **Your answer goes to WayWise directly.** Your coach hands you this document and your code, but your answer goes to WayWise directly, on WayWise's own page, and WayWise keeps the record of it. Your coach never holds your consent for you: they give you the document, and

they send a transcript only once your yes is on record. WayWise is the organisation responsible for what happens to your transcript.

4.3 **What stays with your coach.** Your coach remains solely responsible for everything that happens on their own device, which is covered by what you agreed with your coach about recording, separately from this document.

4.4 **If WayWise becomes a company.** WayWise is today Bruno Giulio Winkler's sole proprietorship. If he carries on WayWise's business through a company he sets up for it, for example a B.V., that company takes WayWise's place under exactly the terms of this document. We say so on our consent page and through your coach before it happens, so you can withdraw first if you prefer. Your transcript is never passed to anyone else who buys or takes over WayWise's tools: if that ever happens, it is deleted unless you agree again.

5. What is sent to WayWise

5.1 The submission carries the de-identified transcript text, its random reference number, and the date of the session. The text keeps the time each line was said, so it also shows how long the session lasted. Alongside those it records a few technical facts about how the transcript was produced: which version of the app made it, whether the automatic name detection ran, the code your coach gave you, which is how a transcript is matched to the answer you gave on our page, when you gave that answer and to which version of this document, the time your coach confirmed that a lawful basis for the session was in place, the time your coach confirmed that the session was with you, and, for a transcript imported from a session recorded by other means, which tool produced it. When it arrives, we also note which language it is in, worked out from the text itself. Our reviewers need those to judge what they are reading, and none of them says anything about you. The code is the exception: our reviewers never see it, and it never goes into training. It is used only to match a transcript to your answer and to carry out a withdrawal.

5.2 **It also records which coach sent it.** We know that already, because your coach is the person we have an agreement with, and we need it to answer a question about a submission or to ask your coach about it.

5.3 What the submission does not carry is anything that could point back to you. No name, no alias, no file name, no folder name, no path, and nothing identifying the machine it came from.

5.4 **Why it is still your personal data.** Your code, which ties your transcripts to one another, the date of each session and the identity of your coach are facts that we hold. On their own they say nothing about you. Someone who also had your coach's appointment diary could, in principle, put them together and work out which session was yours. That is the honest reason we treat your transcript as your personal data with all the rights in section 15, instead of calling it anonymous. We do not have that diary, we never ask for it, and everyone with access is forbidden to attempt anything of the kind. The one reviewer who can know who you are without looking is described in section 7.3.

6. How identifying details are removed and checked

6.1 Before anything leaves your coach's computer, the app has already replaced names, contact details, places and organisations with placeholders. That version is sent, encrypted, to our server in the European Union.

6.2 Automatic replacement catches what it can name and not what merely identifies. It is good but not guaranteed complete, which is exactly why every transcript is checked again before it is used, with particular attention to places, employers, and combinations of details that could point to you indirectly. In the first months of the pilot a person reads all of it. After that, a person reads every transcript in which our checking software flags something, and a regular sample of the rest, and we make that change only once we have measured, on the transcripts read in full, that the software finds what our reviewers find. We do not claim the result is anonymous, and we do not treat it as if it were. We continue to treat it as your personal data, with every right in section 15, precisely because no removal process is flawless.

6.3 **The test a reviewer applies.** Would someone who knows you recognise you in this text? If yes, more is removed or generalised, and the earlier text is replaced rather than kept alongside it, subject to the backups described in section 10.3. If it cannot be brought to that standard, the transcript is not used and its content is destroyed rather than set aside.

6.4 When a reviewer removes something, we record that they did, when, and what kind of detail it was, never the detail itself. Keeping a record of the removed text would rebuild inside our own logs exactly the thing we had just taken out. Our checking software is held to the same rule: it records where it suspected something and what kind, never the text.

7. Who can see your transcript

7.1 Between arrival and the completion of review, the transcript sits in an intermediate state: automatically de-identified, but not yet checked. In that state it can be reached only by the people of the WayWise review team, and by nobody else at WayWise, and by our checking software, including its AI model, which marks where it suspects an identifying detail is left and what kind, without copying the text anywhere. Each of them is bound, before their first access, by written instructions under Article 29 GDPR covering confidentiality, handling, and an express prohibition on any attempt to identify you. Every time one of them opens a transcript, that is written to a log which never contains any of the transcript itself. If a training run happens, it will be recorded separately, with the list of transcripts it used.

7.2 **Who can be on the review team.** Each member is one person: WayWise's owner, a person employed by WayWise, or a person WayWise engages individually and in writing, paid or unpaid, to review transcripts or to operate the review system. Never an organisation, an agency or a shared login. Each works only inside WayWise's own review system, from within the European Union or the European Economic Area. A member may also be a coach taking part in the CoMentor pilot. What anyone is paid for reviewing never depends on how many transcripts are contributed, by whom, or whether a transcript is accepted, which is why the promise that your coach gains nothing either way (section 3.2) stays true.

7.3 **Own-client review.** A reviewer who is also a coach never reviews a transcript their own clients contributed, and the system does not show them one. There is one exception, because without it some transcripts could not be reviewed by anyone: for a language that nobody else on the team reads, a coach may review their own clients' transcripts in that language. They do it for WayWise, under the same written instructions as everyone else, and not as your coach. They may remove or generalise more, pass the transcript for use, or reject it; they may not put back anything that was removed. Your coach already knows what was said in your sessions, so nobody new reads it. It does mean that this reviewer knows who you are, so WayWise treats a transcript reviewed this way as information that identifies you, and handles it and your rights on that footing. Each review of this kind is logged as an own-client review, and anything to do with a withdrawal or a request about your rights is handled by someone else on the team.

7.4 **Who is on the team today.** Who those people are today is published at www.waywise.coach/access, together with the languages each of them reviews, whether they are also a coach, the date the list last changed and every earlier version of it. If the list changes, the new one is published there and your coach is told, so you can ask them at any time.

7.5 Your consent is to that team and those rules, rather than to a particular set of names. Nobody who is not on that team is ever given access, no organisation is ever part of it, and that is not a matter this list can change.

7.6 Review happens on the server. There is no download and no export function, and reviewers are instructed not to copy content elsewhere. We do not claim that local copies are technically impossible, because that would not be true; we claim that no feature exists to make one and that our procedures forbid it.

8. What your transcript is used for, and what it is never used for

8.1 **What it is never used for.** Your transcript is never sold. It is never shared beyond the WayWise review team described in section 7, whose members are listed publicly by name. It is never used to assess, score, or profile you. Nor is it ever used to build a tool that an employer or anyone else uses to assess or monitor any one person holding these conversations. An organisation may pay for these tools for the people it works with; the feedback is still for the person holding the conversation, and the organisation never receives your transcript.

8.2 **No other company's AI.** No company ever receives a transcript to use it for an AI model or an AI service of its own, and no transcript ever trains a model that belongs to anyone else. Where the checking and the training run is set out in section 9.3.

8.3 **Automated decisions.** Your transcript is used as training material. No automated decision with legal or similarly significant effect on you is made, and the tool does not evaluate, score, or profile you.

8.4 **Which tools.** Which tools contributed transcripts are used for today is published at www.waywise.coach/access, with the date the list last changed and every earlier version. Today it is CoMentor alone. A tool is listed there, and your coach is told, before any transcript is first used for it, so you can withdraw first if you prefer.

9. Where your transcript is held

9.1 Transmission is over an encrypted connection to our server in the European Union, Amsterdam region, and it is stored encrypted there. Our infrastructure provider has confirmed that automated backups are held in the same data centre as the primary service, are not moved outside it in normal operations, and that cross-region backup storage is not offered at all, so backups remain in the EU alongside the primary data.

9.2 Technical infrastructure provider under a data processing agreement: DigitalOcean, LLC, governed by DigitalOcean's Data Processing Agreement (last updated 6 February 2026, digitalocean.com/legal/data-processing-agreement), incorporated on acceptance of their Terms of Service.

9.3 Review, the checking software and training run on computers in the EU that WayWise controls: owned by WayWise, or rented for WayWise alone from a provider under a data processing agreement that forbids the provider any use of its own. Which providers those are is published at www.waywise.coach/access, beside the review team.

10. How long things are kept

10.1 Unless you yourself ask us to keep it longer, for example while we answer a request of yours or because you need it for a legal claim, your transcript is not kept on our systems longer than 36 months from the date of your session, and it is deleted sooner once it is no longer needed. Copies in backups are covered by section 10.3. Each record is kept as follows:

What is kept	For how long
A transcript that has arrived but has not yet been reviewed	At most 90 days, then deleted automatically if review has not happened.
A transcript that does not pass review	Its content is destroyed at that moment, not held back for another look.
A transcript after review	At most 36 months from the date of the session, then deleted, and sooner once it is no longer needed. We check once a year whether it still is.
The record that a transcript was deleted (section 10.2)	Destroyed five years after the last thing we do with that transcript.
The record of your answer: your code, when you gave it, which version of this document and of our page you saw, and any sessions you left out	Kept by WayWise for as long as the deletion record, so we can show your consent was valid if we are ever asked. That period is set against the time limit for bringing a claim under Dutch law.
The record of your answer, if you said yes and nothing was ever sent	Deleted twelve months after your coach's participation in the pilot ends.
The link between you and your code	Kept by your coach for five years after the last thing done with your transcripts, then destroyed. If you never use your code, your coach deletes it twelve months after giving it to you.
A code that was handed out and never used	We know only that it was handed out, by which coach and when, and which version of our message went with it, and we delete that twelve months later. The code then stops working; if you want to say yes after that, ask your coach for a new one.

10.2 **The record that a transcript was deleted.** When a transcript is deleted, whether because you withdrew it, because it did not pass review, or because it reached the 36-month limit, one record of it remains: its reference number, the date of the session, which coach sent it and with which code, when it reached us, when you said yes and to which version of this document, when your coach confirmed they were allowed to record the session and that it was with you, and the fact that it was deleted and when. It contains none of what was said. We keep it because it is the only thing that lets us honour your withdrawal in every future round of training: without it we would have no way of knowing that this particular transcript must never be used again. It carries nothing that identifies you, since we never receive your name. That record is itself destroyed five years after the last thing we do with that transcript.

10.3 **Backups.** After anything is destroyed or replaced on our live systems, whether by deletion, by withdrawal, or by a reviewer removing further details, it can still be brought back from a backup for a while. Our provider gives us a 7 day recovery window, which is how far back we are able to restore from and which we cannot change. So for at least those 7 days the earlier text still exists somewhere. Whether copies older than that window are actually erased, or only past the point we could restore them from, is a question we have put to our provider and cannot yet answer as a fact.

11. Withdrawing your consent

11.1 You can withdraw at any time, on our page with your code, by telling your coach, or by emailing privacy@waywise.coach. Withdrawal is carried out without undue delay and at the latest within 72 hours. You do not have to give a reason. If you write to us without your code, tell us who your coach is; we ask them for it, and they must give it to us within a day.

11.2 Withdrawn transcripts are deleted and excluded from every future training round. Each round uses only transcripts that have not been withdrawn, so a withdrawn transcript is never part of a future version of the tool. An individual transcript's contribution to a version already built cannot be selectively extracted. This is a technical property of how such tools are trained, and it is disclosed here so that your consent is informed.

12. If your coach stops taking part

12.1 Coaches join the pilot and can leave it. If yours does, nothing you decided changes and nothing about you is deleted automatically, because your consent was given to WayWise for what WayWise does with your transcript, not to your coach's continued participation.

12.2 Transcripts already sent stay with us and are still used as this document describes. No new ones are sent. Your coach still keeps the link between you and your code for the five years, still passes on a withdrawal, and still gives you your code if you ask for it. Your yes, and a withdrawal, still work on our page as before. Those obligations outlive their participation on purpose, because they are what makes your rights reachable.

12.3 If you would rather not leave it there, you can withdraw at that point like at any other, and you do not need a reason.

13. How your answer is recorded

13.1 You say yes on our page, with your code. We record the code, the time, the version of this document, a fingerprint of the page exactly as you saw it, and any sessions you left out. We do not record your name or the address of your device, and the code in your link reaches us only when you press the button, not when the page opens. Your coach records which code belongs to you, and each submission carries that code and a random reference number generated on your coach's device.

13.2 **The note that a code was handed out.** When your coach gives you the code, our server notes that a code was handed out, by which coach and when, and which version of our message went with it, and not to whom; an unused code is deleted twelve months later. We keep that note on the basis of our legitimate interest (Article 6(1)(f) GDPR): it lets us see that the Contribution Consent reaches every client, which is part of what keeps your decision free, and it lets us count how often codes are used, only across at least three coaches together and never for one coach or for you. We use the record of your answer in the same counts.

13.3 **Your right to object.** You may object to either at any time, the note or the counting, by writing to privacy@waywise.coach with your code. We then stop, unless we can show compelling legitimate grounds that override your interests.

13.4 WayWise holds only codes and numbers, never names, although in the one case described in section 7.3, the reviewer knows who you are.

14. Legal basis

14.1 Your explicit consent (Article 6(1)(a) and Article 9(2)(a) GDPR). Coaching conversations may touch on health, emotional wellbeing, or other sensitive topics, which the GDPR treats as special-category data. We treat this data, including the de-identified transcript, as personal, special-category data throughout its life. We do not rely on an anonymisation argument to step outside these protections, which is why the rights in section 15 apply in full. The note that a code was handed out, and counting how often codes are used, rest on our legitimate interest (Article 6(1)(f)), as described in section 13.2; everything done with your transcript rests on your consent.

15. Your rights, and how to exercise them

15.1 **Your code is how you exercise any right in this document.** Give it to us directly, or ask your coach to give it to us, and we can find the record. You never have to tell us your name to make a request.

15.2 Because we do not routinely know who you are, there may be cases where the code alone is not enough for us to be sure we are acting on the right record and for the right person. Where that genuinely arises we may ask for proportionate additional information, including confirmation through your coach. We will not ask for more than is necessary to find and check the record, and we will not ask for your name as a matter of routine.

15.3 **None of this narrows your rights.** We do not claim that the rights below stop applying because we cannot identify you. Our position is the ordinary one: we do not identify you unless we need to, and we will act on any request where we have enough to locate and check the record.

15.4 Your rights under the GDPR are:

Your right	GDPR
Access	Article 15
Rectification	Article 16
Erasure	Article 17
Restriction	Article 18
Data portability	Article 20
Objection to the note that a code was handed out and to your answer being counted	Article 21
Withdrawal of consent at any time, without affecting the lawfulness of processing before the withdrawal	Article 7(3)

Your right	GDPR
Complaint to a supervisory authority: the Dutch Autoriteit Persoonsgegevens (autoriteitpersoonsgegevens.nl) or the authority of your habitual residence	Article 77

15.5 Contact privacy@waywise.coach, with your code. You may give your code through your coach if you would prefer not to identify yourself to us.