

GENERAL TERMS AND CONDITIONS THE REVENUE RUN

Version October 2026

Article 1 – Definitions and applicability

1.1 These terms and conditions are issued by The Revenue Run, established in Amsterdam and registered with the Netherlands Chamber of Commerce under number 99027623 (the “Provider”). They apply to any client or prospective client who, acting in the course of a business or profession, requests information, an introductory meeting, a demo or a quotation, books a Session or enters into an agreement with the Provider (the “Client”).

1.2 In these terms and conditions:

“Business Strategy Game” means the board game and training method The Revenue Run, including its rules, cards, game board, game materials, design, method and accompanying materials.

“Session” means a training session, workshop or other meeting facilitated by the Provider in which the Business Strategy Game is played, including the packages The Warm-Up, The Sprint and The Full Run (the “Packages”).

“Booking” means any request for or reservation of a Session, whether through the website, by email or otherwise.

“Service Agreement” means the written service agreement between the Provider and the Client for one or more Sessions.

“Materials” means the Business Strategy Game and all presentations, reports, templates and other materials used or provided by the Provider.

1.3 These terms and conditions apply to all quotations, order confirmations and agreements of the Provider, and from the first contact in which the Provider declares them applicable, such as a request, introductory meeting, demo or Booking. This also applies if no Service Agreement has yet been signed. They are intended exclusively for business clients, not for consumers.

1.4 The applicability of any purchasing or other terms and conditions of the Client is expressly rejected.

1.5 Once a Service Agreement has been signed, it supplements these terms and conditions. In the event of conflict, a licence agreement prevails, followed by the Service

Agreement, then the quotation or order confirmation, and then these terms and conditions. A deviation from Article 3.1 or Article 8 only applies if the document concerned expressly refers to that article. Deviations only apply if agreed in writing. Email counts as writing.

1.6 If any provision is void or annulled, the remaining provisions continue to apply. The provision concerned will be replaced by a valid provision that comes as close as possible to its intent.

Article 2 – Quotations and formation of the agreement

2.1 Quotations are without obligation and valid for 30 days, unless stated otherwise in the quotation.

2.2 The agreement is formed by a Booking confirmed by the Provider, by written acceptance of a quotation, or by signing a Service Agreement.

2.3 Anyone booking through the website thereby declares to be acting in the course of a business or profession.

Article 3 – Performance

3.1 The Provider will conduct the Sessions to the best of its ability. This is an obligation to use reasonable efforts, not an obligation to achieve a specific result. The Provider does not guarantee any particular result, such as revenue growth, customer retention or improved commercial performance. Statements about possible results in quotations, on the website, in presentations or otherwise are indicative and never constitute a guarantee, unless the Provider has given an express written guarantee.

3.2 The Client remains responsible for its own decisions and for the application of the Provider's advice and outcomes.

3.3 The Provider may engage third parties in performing the agreement.

3.4 The Client will provide all information the Provider needs in good time and warrants that it is accurate and complete. Any delay or additional costs resulting from missing information are for the Client's account.

3.5 The maximum number of participants and the duration of a Session are stated with the Package on the website or in the quotation. The Client will provide a suitable venue and the agreed facilities, unless agreed otherwise.

3.6 Stated deadlines are indicative and never strict deadlines.

Article 4 – Fees and payment

4.1 All fees are exclusive of VAT and exclusive of travel and accommodation costs, unless stated otherwise in the quotation or on the website.

4.2 Work outside the scope of the assignment will be invoiced at the applicable hourly rate, after prior consultation.

4.3 The Provider may adjust its fees annually as of 1 January in line with the consumer price index (CPI) published by Statistics Netherlands (CBS).

4.4 Invoices must be paid within 14 days of the invoice date. The Provider may require payment in advance of the Session.

4.5 If payment is not made on time, the Client is in default without any notice of default being required. The Client then owes statutory commercial interest (Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs. The Provider may then suspend performance.

4.6 The Client may not set off or suspend any payment.

Article 5 – Sessions and Packages

5.1 The content and price of the Packages are stated on the website or in the quotation. A Session takes place on location or online, as agreed.

5.2 Follow-up included in a Package must be used within the period stated for it after the Session. Unused follow-up lapses after that period and is not refunded.

5.3 The game materials remain the property of the Provider and must be returned in full immediately after the Session. Loss of or damage to the materials during the Session is for the Client's account.

5.4 The Provider may interrupt or end a Session if a participant breaches Article 7 or 10. The Client then remains liable for the full amount.

Article 6 – Rescheduling, cancellation and termination

6.1 The Client may reschedule a planned Session once free of charge up to 14 days before the scheduled date.

6.2 In the event of cancellation, the Client owes 25% of the agreed amount if cancelled more than 30 days before the scheduled date, 50% if cancelled between 30 and 14 days before, and 100% if cancelled within 14 days. Costs already incurred are always payable.

6.3 Fewer participants than stated does not lead to a lower price.

6.4 The Provider may terminate the agreement with immediate effect if the Client is declared bankrupt, applies for a suspension of payments, or seriously fails to perform its obligations.

Article 7 – Intellectual property

7.1 All intellectual property rights in the Business Strategy Game and the Materials, including the copyright in the rules, cards, game board and all other materials, are vested exclusively in the Provider, as is the trademark The Revenue Run. This applies from the first contact referred to in Article 1.3, regardless of whether a Service Agreement or licence agreement has yet been signed. No rights are transferred to the Client.

7.2 The Business Strategy Game and the game materials may only be used during the Session itself and not for further distribution. Independent use outside a Session is only permitted under a licence agreement with the Provider.

7.3 Upon full payment, the Client obtains a non-exclusive, non-transferable and non-sublicensable right to use other Materials provided to it, such as reports, internally for the purpose of the assignment. This right lapses in the event of non-payment or breach of this article.

7.4 Without the Provider's prior written consent, the Client may not reproduce, photograph, film or record, copy, adapt, translate, or show or provide to third parties the Business Strategy Game or the Materials, in whole or in part.

7.5 The Client may not, on the basis of what it or its participants have seen or heard of the Business Strategy Game during a Session or otherwise, itself or through others develop or offer any game, training or method that resembles the Business Strategy Game in design, operation or appearance.

7.6 The Client will not register or use any trademark, trade name, domain name or social media account that is identical or similar to The Revenue Run or any other sign of the Provider. The Client will not remove any notices of the Provider's rights from the Materials.

7.7 The Client will inform participants in advance of this article and of Article 10 and ensures that participants and its own employees comply with them. The Provider will point out these rules to participants at the start of the Session.

7.8 In the event of a breach of this article or Article 10, the Client forfeits, without notice of default being required, an immediately payable penalty of EUR 5,000 per breach, plus EUR 500 for each day the breach continues. This is without prejudice to the Provider's right to full compensation and other remedies.

7.9 This article survives the termination of the agreement, also if no Session or agreement follows.

Article 8 – Liability

8.1 The Provider is only liable for direct damage caused by an attributable failure in performance. Liability only arises after the Client has given the Provider written notice of default, allowing a reasonable period to remedy the failure.

8.2 Liability for all other damage is excluded, including indirect damage, consequential damage, loss of profit, loss of revenue, lost savings, reputational damage, damage due to business interruption and damage resulting from decisions based on the Provider's advice or outcomes.

8.3 The Provider is not liable for damage caused by incorrect or incomplete information from the Client, or by the functioning of equipment, software, (AI) tools or services of third parties.

8.4 Liability is limited to the amount paid out under the Provider's liability insurance in the case concerned. If the insurer does not pay out for any reason, liability is limited to the invoiced amount, exclusive of VAT, of the Session or assignment to which the damage relates, up to a maximum of EUR 5,000 per calendar year.

8.5 The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of the Provider itself.

8.6 The Client must report complaints in writing, with a clear description, within 14 days of the Session concerned. A complaint does not suspend the payment obligation.

8.7 Any claim for damages lapses 12 months after the event giving rise to the damage.

8.8 Third parties engaged by the Provider in the performance of the agreement may invoke this article.

8.9 The Client indemnifies the Provider against claims by third parties, including participants and employees of the Client, relating to the Sessions, except in the event of intent or deliberate recklessness on the part of the Provider.

Article 9 – Force majeure

9.1 The Provider is not liable for any failure in performance due to force majeure. This includes illness or unavailability of the facilitator of the Session, failures by third parties engaged and disruptions in internet, software or other facilities.

9.2 In the event of force majeure, the Session will be rescheduled in consultation. If this is not possible within 60 days, either party may terminate the agreement in writing. Amounts already paid for a Session that has not taken place will then be refunded. Any further compensation is excluded.

Article 10 – Confidentiality and privacy

10.1 The Client will keep the concept and content of the Business Strategy Game and the Materials secret. This obligation applies from the first contact referred to in Article 1.3, and therefore also before a Service Agreement has been signed.

10.2 The parties will also keep each other's other confidential information secret. Confidentiality survives the termination of the agreement, also if no Session or agreement follows.

10.3 The Provider processes personal data in accordance with its privacy statement.

Article 11 – Final provisions

11.1 The Provider may amend these terms and conditions. Amendments apply to existing agreements from 30 days after written notice. In that case, the Client may terminate the agreement with effect from the date on which the amendment takes effect.

11.2 The Provider may transfer its rights and obligations under the agreement to a legal successor, including a legal entity incorporated by it. The Client may only do so with the Provider's written consent.

11.3 All agreements are governed by Dutch law.

11.4 Disputes will be submitted exclusively to the District Court of Amsterdam.

11.5 These terms and conditions are a translation of the Dutch version. In the event of any discrepancy, the Dutch text prevails.

