

## LONGEVITY REACH PARTNERS

### INNOVATORS MEMBERSHIP TERMS

#### Growth-Stage Companies Seeking Distribution & Investment

**Effective Date:** December 2025

**Version:** 1.1

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## WELCOME TO THE INNOVATORS COMMUNITY

By joining as an INNOVATORS Member, you are entering a curated ecosystem designed to accelerate your company's growth through strategic distribution partnerships and investment introductions.

INNOVATORS membership is designed for established companies (typically Series A and beyond) ready to scale through distribution networks and seeking growth capital to fuel expansion.

**IMPORTANT:** These Terms apply to INNOVATORS Membership only. Other membership tiers (EXPERTE, KOMPASS, KAPTÄN, INVESTORS, SEED) are governed by separate terms.

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## 1. WHO WE ARE

### KOMPASSIUM GmbH

Niedernhausener Str. 13  
60326 Frankfurt am Main, Germany  
Commercial Register: HRB 136747  
VAT: DE450387328  
Contact: contact@kompassium.com

We operate the Longevity Reach Partners platform (the "**Platform**")—a curated ecosystem connecting innovators, distributors, investors, and knowledge experts in the longevity sector.

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## **2. INNOVATORS MEMBERSHIP - GROWTH ACCELERATION TIER**

### **2.1 Who INNOVATORS Is For**

INNOVATORS membership is designed for **growth-stage companies** with:

- Established product or technology (typically post-Series A funding)
- Proven market validation and early traction
- Regulatory pathway clarity (approvals obtained or clear path to approval)
- Ready to scale through distribution partnerships
- Seeking growth capital for expansion
- Professional management team in place
- Clear value proposition for distributors and investors

### **2.2 What You Get as an INNOVATORS Member**

Subject to these Terms and operational availability, INNOVATORS Membership includes:

#### **Strategic Distribution Partner Introductions**

- Curated introductions to qualified distributors (KOMPASS and KAPTÄN members) in your target markets
- Pre-qualified partners with proven track records and market presence
- Direct access to decision-makers at distribution companies
- Support in partnership exploration and negotiation
- Market intelligence on distribution landscape

#### **Investment Network Access**

- Introductions to investors aligned with your sector and stage
- Access to venture capital funds, growth equity investors, angel investors, and strategic corporate investors
- Pitch opportunity preparation and refinement support
- Investor readiness assessment and feedback
- Fundraising strategy guidance

#### **All EXPERTE Benefits**

- Eight (8) knowledge sessions covering business best practices
- Three (3) quarterly strategic meetings with pitch opportunities
- LONGITUDE event invitation (annually)
- Market intelligence and innovation reports

- Global community platform access

### **Enhanced Innovator Services**

- Profile presentation to distributor and investor communities
- Partnership readiness assessment
- Due diligence preparation support
- Pitch deck review and refinement recommendations
- Market entry strategy discussions
- Best practice sharing with other innovators

### **2.3 What INNOVATORS Does NOT Include**

INNOVATORS membership does not include:

- Guaranteed distribution agreements or investment commitments
- Exclusive representation or agency services
- Legal, regulatory, or financial advisory for specific transactions
- Direct negotiation of deal terms on your behalf (we facilitate, you negotiate)
- Personalized consulting services beyond platform activities
- Guaranteed outcomes or revenue generation

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## **3. FEES AND SUCCESS-BASED COMPENSATION**

### **3.1 Payment Options**

You may pay your INNOVATORS annual membership fee using either payment method below:

#### **Option A: Annual Payment (Pay Full Year in Advance)**

- Pay once annually
- Lowest total cost (or equivalent cost - see pricing table)
- Membership begins immediately upon payment
- Automatic annual renewal unless you cancel per Section 8

#### **Option B: Monthly Payment (12 Monthly Installments)**

- Pay in 12 monthly installments over 12 months
- May have higher total cost (see pricing comparison below)
- Flexible payment structure
- 12-month commitment with early cancellation provisions
- Automatic monthly billing on the same date each month

## 3.2 Annual Membership Fee & Early Bird Discounts

### PRICING COMPARISON TABLE

Pricing Period	Annual Payment	Monthly Payment	Total if Monthly	Difference
<b>Early Bird 1 (Dec 19-23, 2025)</b>	€2,000	€180/month	€2,160	Pay €160 more (8%)
<b>Early Bird 2 (Dec 24, 2025 - Jan 10, 2026)</b>	€2,500	€225/month	€2,700	Pay €200 more (8%)
<b>Standard Price (After Jan 11, 2026)</b>	€3,000	€250/month	€3,000	Same cost (0%)

*All prices exclude VAT (Value Added Tax), which will be added at checkout where applicable.*

#### Important Understanding:

By selecting **monthly payment**, you acknowledge that:

- The total amount paid over 12 months may be higher than the annual payment option (Early Bird periods)
- You are committing to a 12-month payment structure
- Early cancellation provisions apply if you cancel before completing 12 months (see Section 3.16)
- **Success fee obligations survive membership cancellation** (see Section 3.16.8)
- You have read and understand Section 3.16 (Monthly Payment Terms)

#### Early Bird Discount Eligibility:

- Early Bird pricing applies based on the date of your **first payment**
- If you pay your first monthly payment during Early Bird 1 period, you lock in Early Bird 1 monthly rate for all 12 months
- Early Bird rates are locked for your full 12-month term (they do not increase mid-term)

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## 3.3 Success Fees - Overview

In addition to the annual membership fee, KOMPASSIUM earns success fees when you successfully close transactions with parties introduced through the Platform. Success fees align our interests with your growth objectives.

Success fees apply to two types of transactions:

1. Fundraising (investment capital raised)
  2. Distribution Agreements (revenue from product or service distribution)
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### 3.4 Fundraising Success Fee

**Standard Rate:** 5% (five percent) of the gross investment amount

**What This Means:** When you successfully raise investment capital from investors introduced by KOMPASSIUM, we earn 5% of the total capital raised.

**Example Calculation:**

- Investment raised from KOMPASSIUM-introduced investor: €2,000,000
- Success fee due to KOMPASSIUM: €2,000,000 × 5% = €100,000

**Large Transaction Provision:** For fundraising transactions exceeding €5,000,000 (five million euros), a reduced success fee rate may be negotiated and agreed in writing before the transaction closes. Please contact us to discuss large transaction fee structures.

**When Success Fee Is Due:** Success fees are payable within 30 days after you receive the investment funds in your company account.

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### 3.5 Distribution Agreement Success Fee

**Standard Rate:** 5% (five percent) of first-year gross revenues (sell-in)

**What This Means:** When you successfully establish a distribution partnership with distributors introduced by KOMPASSIUM, we earn 5% of the gross revenues generated in the first 12 months from the date of first shipment or delivery to the distributor or made available in the partners' sales channels.

**Calculation Basis:**

- "Gross Revenues (Sell-In)" means the total invoice value of products shipped or delivered to the distributor during the first 12 months, calculated from the date of first commercial shipment delivery, excluding VAT/sales taxes, shipping costs, and returns/credits.
- Calculated on your sales to the distributor (sell-in), not the distributor's sales to end customers (sell-out)

**Example Calculation:**

- First shipment delivery date: March 1, 2026
- Measurement period: March 1, 2026 to February 28, 2027
- Total invoiced to distributor during this period: €800,000
- Success fee due to KOMPASSIUM: €800,000 × 5% = €40,000

**Payment Terms:** Success fees are payable quarterly based on actual revenues during each quarter:

- Q1 revenues reported and paid by 30 days after quarter end
- Q2 revenues reported and paid by 30 days after quarter end
- Q3 revenues reported and paid by 30 days after quarter end
- Q4 revenues reported and paid by 30 days after quarter end

Alternative: Parties may agree to annual reconciliation with advance payment estimates if preferred.

**Reporting Requirement:** You agree to provide quarterly reports of gross revenues (sell-in) for each KOMPASSIUM-introduced distribution partnership, certified by your CFO or authorized financial officer.

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### 3.6 What Success Fees Include

Success fees apply to transactions with parties where KOMPASSIUM made a documented introduction through the Platform, specifically:

#### **Fundraising Success Fees Apply To:**

- Direct equity investments from KOMPASSIUM-introduced investors
- Convertible notes, SAFE agreements, or similar instruments from introduced investors
- Follow-on investments from the same introduced investors within the protection period
- Co-investments where introduced investor leads or participates meaningfully

#### **Distribution Success Fees Apply To:**

- Direct distribution agreements with KOMPASSIUM-introduced distributors
- White-label partnerships that generate distribution revenue
- Licensing agreements that function as distribution arrangements
- Follow-on purchase orders and expanded territories with same distributor within protection period

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### 3.7 What Success Fees Do NOT Include

Success fees explicitly do NOT apply to:

**Excluded Funding Sources:**

- Government grants, subsidies, or public funding programs
- Research grants from academic or nonprofit institutions
- Bank loans, credit facilities, or debt financing
- Crowdfunding or public offerings
- Investments from pre-existing investors (documented in Schedule A)

**Excluded Distribution Arrangements:**

- Direct sales by your company to end customers
- Distribution partnerships that pre-existed KOMPASSIUM's introduction (documented in Schedule A)
- Distributors you identified independently through your own business development
- Partnerships resulting from public RFPs or open tenders where KOMPASSIUM did not facilitate

**Excluded Parties:**

- Investors or distributors with whom you had documented relationships before KOMPASSIUM's introduction (listed in Schedule A - Pre-Existing Relationships)

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### **3.8 Pre-Existing Relationships Protection (Schedule A)**

To ensure fair and transparent success fee calculations, you must complete Schedule A - Pre-Existing Relationships within 5 business days of signing this Agreement.

**Schedule A should list:**

- All investors with whom you have ongoing discussions or prior investment relationships
- All distributors with whom you have existing agreements or active partnership discussions
- Any parties currently supporting your fundraising or distribution efforts
- Contact names and relationship status for each

**Purpose:** This protects both parties by clearly establishing which relationships are outside the scope of KOMPASSIUM introductions and therefore not subject to success fees.

**Updates:** You may update Schedule A within 30 days of signing if you inadvertently omit any pre-existing relationships. After 30 days, Schedule A is considered complete and binding.

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### **3.9 Protection Period for Introduced Relationships**

When KOMPASSIUM introduces you to an investor or distributor, that relationship is protected for 24 months from the date of introduction.

#### **What This Means:**

- If transaction closes within 24 months of introduction, success fees apply
- After 24 months, if no transaction has occurred, the relationship is no longer subject to success fees
- Follow-on transactions (additional funding rounds, expanded distribution) within 24 months remain protected

**Documentation of Introductions:** KOMPASSIUM will document all introductions via email, meeting invitations, or Platform notifications to establish clear introduction dates.

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### **3.10 Payment Method and Currency**

All success fees shall be paid in EUR (euros) via bank transfer to KOMPASSIUM's designated account.

#### **Tax Obligations:**

- You are responsible for any applicable withholding taxes required by law
  - KOMPASSIUM will provide necessary tax documentation for your compliance
  - Cross-border payment costs borne by paying party
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### **3.11 Late Payment**

Success fees not paid within 30 days of due date will accrue interest at the rate of 5% per annum or the maximum rate permitted by German law, whichever is lower.

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### **3.12 Audit Rights**



KOMPASSIUM reserves the right to audit (or engage a third-party auditor to review) your financial records related to transactions with introduced parties, upon 30 days' written notice, to verify success fee calculations. Audits may occur no more than once per year. If audit reveals underpayment of 5% or more, you shall reimburse audit costs.

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### **3.13 Payment Processing for Membership Fees**

#### **Annual Payment:**

- Membership begins upon successful payment completion
- Payment via bank transfer (preferred) or credit card
- Full year access activated immediately

#### **Monthly Payment:**

- First payment due immediately upon signup
- Membership begins upon successful first payment
- Subsequent payments automatically charged on the same calendar date each month
- Example: First payment on June 15 → Month 2 due July 15, Month 3 due August 15, etc.

#### **VAT (Value Added Tax):**

- VAT will be added at applicable rate where required by law
  - Standard rate in Germany: 19% for B2B services
  - EU B2B transactions: Reverse charge may apply if you provide valid VAT number
  - Currency: EUR (euros)
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### **3.14 Automatic Renewal**

#### **Annual Payment Members:**

- Your membership automatically renews annually unless you cancel per Section 8.3
- Renewal occurs 12 months from your original payment date
- You will receive renewal notice 30 days before renewal date
- Standard pricing applies at renewal (early bird rates do not carry forward)

#### **Monthly Payment Members:**

- After you complete 12 monthly payments, you will receive notice regarding continuation options

- We will contact you 60 days before Month 13 to discuss:
  - **Option A:** Continue with month-to-month payments (standard monthly rate applies)
  - **Option B:** Convert to annual billing (same or better total cost)
  - **Option C:** Let membership expire (no renewal)
- **No automatic renewal** after Month 12 without your explicit confirmation
- This allows you to decide whether to continue after experiencing the full year

**Important Note on Auto-Renewal:** We provide clear advance notice and **do not automatically renew monthly payments** beyond the initial 12-month term without your explicit opt-in. This ensures transparency and gives you full control.

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### 3.15 Refund Policy

#### 14-Day Money-Back Guarantee (All Members)

We offer a 14-day money-back guarantee to all INNOVATORS members, regardless of location or payment method:

##### For Annual Payment Members:

- Request full refund within 14 days of payment by emailing [contact@kompassium.com](mailto:contact@kompassium.com)
- Full refund of annual fee
- No questions asked

##### For Monthly Payment Members:

- **First payment only:** Request full refund within 14 days of first payment
- If approved, first monthly payment is fully refunded
- Membership access terminates
- No questions asked

This evaluation period applies to all members worldwide.

##### After the 14-Day Period:

After 14 days from payment, no refunds are provided for the current membership term, **except:**

- **If we terminate without cause:** Pro-rata refund for unused full months (both annual and monthly members)
- **As required by mandatory law:** We comply with all applicable legal requirements

### **For Monthly Payment Members Specifically:**

After the 14-day evaluation period:

- **Months already paid:** No refunds for monthly payments already made
- **Future months:** You may cancel future monthly payments per Section 3.16.3 (early cancellation provisions apply if canceling before Month 12)
- **If you upgrade tiers:** Credit for months already paid applied to new tier

**Important Note:** This is a B2B (business-to-business) commercial agreement. EU consumer protection laws generally do not apply to purchases made for business purposes. However, we provide the 14-day guarantee to all members as our standard business practice.

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## **3.16 MONTHLY PAYMENT TERMS**

**This section applies only if you selected monthly payment.**

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### **3.16.1 How Monthly Payment Works**

#### **Billing Cycle:**

- First payment due immediately upon signup (charged to your payment method)
- Subsequent 11 payments due on the same calendar date each month
- Example: First payment December 20, 2025 → Payments due on the 20th of each subsequent month

#### **Automatic Billing:**

- Payments are automatically charged to your provided payment method
- You authorize recurring monthly charges for 12 months
- You must maintain a valid payment method on file at all times

#### **Payment Notifications:**

- Confirmation email sent after each successful payment
- Advance notice (5 days) before each upcoming monthly charge
- Invoice provided for each payment (for your accounting records)

#### **Your 12-Month Commitment:**

- By selecting monthly payment, you commit to 12 monthly payments
- This totals to the amount shown in the pricing table (Section 3.2)

- Early cancellation is permitted but subject to early termination provisions (Section 3.16.3)
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### 3.16.2 Payment Failure & Account Status

If any monthly payment fails, the following process applies:

#### Day 0 (Payment Due Date):

- Automatic payment attempt fails
- Immediate email notification sent to you
- Your access continues (grace period begins)
- Subject line: "URGENT: INNOVATORS Membership Payment Failed"

#### Days 1-10 (Grace Period):

- You have **10 business days** to update your payment information
- **Your access remains fully active during this grace period**
- How to resolve:
  - Log into your account and update payment method, OR
  - Email [contact@kompassium.com](mailto:contact@kompassium.com) for assistance
- We will send reminder emails on Day 3 and Day 7

#### Day 11 (Account Suspension):

- If payment still not resolved, your access is **SUSPENDED** (not terminated)
- Suspension notice email sent
- What suspension means:
  - You cannot access Platform sessions, meetings, or materials
  - No new introductions to investors or distributors will be provided
  - Your account remains in our system
  - No refunds for suspended period
  - **Success fee obligations remain in effect for introductions already made**
- You still have opportunity to reinstate (see below)

#### Days 11-30 (Reinstatement Period):

- You have an additional 20 days to resolve payment and reinstate
- **Reinstatement requirements:**
  - Pay all missed monthly payments
  - Update payment method for future charges
  - Any payment processing fees (if applicable)
- **Upon reinstatement:** Full access restored immediately for remainder of your 12-month term

### Day 31 (Membership Termination):

- If still unresolved after 30 days, membership automatically **TERMINATES**
- Termination notice sent via email
- What happens upon termination:
  - All Platform access ends permanently
  - No new introductions will be provided
  - All amounts owed remain due and payable
  - Early termination fee applies (see Section 3.16.3)
  - **Success fee obligations SURVIVE termination for all introductions already made** (see Section 3.16.8)
  - Collection action may be initiated for unpaid amounts
- You may reapply for membership after settling all outstanding amounts

### Important Notes:

- Payment failure does not cancel your 12-month commitment
- Payment failure does NOT void success fee obligations for introductions already made
- You remain responsible for all committed monthly payments
- We reserve the right to deny future membership applications if payments remain outstanding

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### 3.16.3 Early Cancellation & Termination Fee

You may cancel your monthly payment membership **before completing 12 months** by providing written notice to [contact@kompassium.com](mailto:contact@kompassium.com) with subject line: "Cancel INNOVATORS Monthly Membership."

**Cancellation Notice Period:** 30 days

#### Early Termination Fee:

If you cancel before completing 12 monthly payments, you agree to pay an early termination fee calculated as the **LESSER** of:

- (a) All remaining monthly payments through Month 12, **OR**
- (b) 50% of remaining monthly payments

#### Calculation Examples:

**Example 1:** You cancel after 3 months (Standard pricing: €250/month)

- Remaining payments: 9 months × €250 = €2,250
- Early termination fee options:

- Option (a): €2,250 (full remaining amount)
- Option (b): €1,125 (50% of remaining)
- **You owe:** €1,125 (the lesser amount)

**Example 2:** You cancel after 9 months (Early Bird 1: €180/month)

- Remaining payments: 3 months × €180 = €540
- Early termination fee options:
  - Option (a): €540 (full remaining amount)
  - Option (b): €270 (50% of remaining)
- **You owe:** €270 (the lesser amount)

#### **When You Owe NO Early Termination Fee:**

- You complete all 12 monthly payments (full term)
- You cancel during the 14-day money-back guarantee period (Section 3.15)
- We terminate your membership without cause (Section 8.6)
- You upgrade to a higher membership tier (credit applied to new tier)

#### **Payment of Early Termination Fee:**

- Due within 30 days of your cancellation notice
- Invoiced separately
- Failure to pay may result in collection action

#### **CRITICAL: Success Fees Survive Early Cancellation**

Even if you cancel your membership early:

- Success fee obligations remain in effect for all introductions made during your active membership
- If transaction closes within 24-month protection period, success fees are due
- See Section 3.16.8 for complete success fee survival provisions

#### **Rationale for Early Termination Fee:**

The early termination fee balances flexibility with fairness:

- You get flexibility to cancel if circumstances change
- KOMPASSIUM recovers partial costs for ecosystem infrastructure and planned services
- The fee is reasonable (maximum 50% of remaining commitment)
- This is standard practice in B2B subscription services

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### **3.16.4 What Happens After 12 Months**

## No Automatic Renewal Beyond Month 12:

Unlike annual memberships, monthly payment memberships **do not automatically renew** after you complete 12 payments. This gives you maximum flexibility and control.

## 60 Days Before Month 13:

You will receive an email outlining your continuation options:

### Option A: Continue Month-to-Month

- Continue with monthly payments at standard monthly rate
- No long-term commitment required
- Cancel anytime with 30 days' notice (no early termination fee after Month 12)
- Success fee obligations continue for new introductions
- Ideal if you want ongoing flexibility

### Option B: Convert to Annual Billing

- Switch to annual payment
- For standard pricing: Same total cost (€3,000 annual = €250/month × 12)
- Lock in full year at annual rate
- Receive all benefits of annual membership
- Success fee obligations continue unchanged

### Option C: Let Membership Expire

- Take no action and membership ends after Month 12
- Access terminates on the last day of Month 12
- No further charges
- **Success fee obligations SURVIVE for introductions already made** (24-month protection period continues)
- You may rejoin anytime in the future

### How to Choose:

- Simply reply to our email with your chosen option
- If you take no action, we will contact you again at 30 days before Month 13
- **Default:** If we receive no response, membership expires after Month 12 (no further charges)

**Why We Don't Auto-Renew:** We believe in transparency and giving you control. Rather than auto-renewing and requiring you to cancel, we ask for your explicit decision to continue. This respects your autonomy and ensures you only pay for membership you actively want.

### 3.16.5 Switching Payment Methods

#### From Annual to Monthly:

- Available at renewal only (after your annual term completes)
- Cannot switch mid-term from annual to monthly
- At renewal, simply select "Monthly Payment" option

#### From Monthly to Annual:

- Available anytime after completing Month 3
- Email [contact@kompassium.com](mailto:contact@kompassium.com) with subject: "Switch to Annual Payment"
- **Calculation:**
  - Credit for months already paid (at monthly rate)
  - Pay balance to reach annual rate
  - Membership extended to complete full year from your original Month 1 start date

#### Example Calculation:

- You've paid 6 months × €250 = €1,500
- Annual standard rate: €3,000
- **You pay:** €3,000 - €1,500 = €1,500
- **Benefit:** Your membership is extended to complete 12 full months from original start, and future renewals are at annual rate (may provide cost savings if monthly has premium)

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### 3.16.6 Monthly Payment Summary

#### Quick Reference:

Item	Details
<b>Commitment Period</b>	12 monthly payments
<b>Payment Day</b>	Same date each month (from first payment)
<b>Grace Period (Failed Payment)</b>	10 business days
<b>Suspension</b>	After Day 11 if payment unresolved
<b>Termination</b>	After Day 31 if payment unresolved
<b>Early Cancellation</b>	Permitted with 30 days' notice + early termination fee
<b>Early Termination Fee</b>	Lesser of: (a) remaining payments OR (b) 50% of remaining
<b>Auto-Renewal After Month 12</b>	NO - you choose whether to continue
<b>Refund</b>	14 days for first payment only; no refunds for months 2-12



<b>Switch to Annual</b>	Available after Month 3
<b>Success Fees</b>	SURVIVE membership cancellation (see Section 3.16.8)

### 3.16.8 CRITICAL: Success Fee Obligations Survive Membership Cancellation

This is one of the most important provisions in your INNOVATORS membership agreement.

#### Core Principle: Success Fees Are Tied to Introductions, Not Membership Duration

Success fee obligations are based on the value KOMPASSIUM provides through strategic introductions to investors and distributors. Once we make an introduction during your active membership, that introduction has value regardless of whether you continue your membership.

#### What This Means:

If you:

- Cancel your monthly membership after 3 months, OR
- Let your membership expire after 12 months, OR
- Are terminated for payment failure

**AND** you received introductions to investors or distributors during your active membership:

- ✓ **Success fee obligations REMAIN IN EFFECT** for all introductions made during your membership
- ✓ The 24-month protection period continues to run from the date of each introduction
- ✓ If transaction closes within 24 months of introduction, success fees are due
- ✓ This applies even if the transaction closes long after your membership ended

#### Concrete Examples:

##### Example 1: Early Cancellation

- Month 1: You join INNOVATORS (monthly payment)
- Month 2: KOMPASSIUM introduces you to VC Fund Alpha
- Month 4: You cancel membership (pay early termination fee)
- Month 8: You close €1M investment from VC Fund Alpha
- **Result:** Success fee of €50,000 (5% of €1M) is due within 30 days, even though you're no longer a member

##### Example 2: Natural Expiration

- You complete 12 months of INNOVATORS membership
- Month 10: KOMPASSIUM introduces you to Distributor Beta
- Month 12: Membership expires (you choose not to continue)
- Month 18: You sign distribution deal with Distributor Beta
- First year revenues: €500,000
- **Result:** Success fee of €25,000 (5% of €500K) is due per quarterly payment schedule, even though membership ended 6 months ago

### Example 3: Multiple Introductions

- Month 3: Introduction to Investor A
- Month 6: Introduction to Distributor B
- Month 9: You cancel membership
- Month 15: Close deal with Investor A (€2M)
- Month 20: Close deal with Distributor B (€300K first year)
- **Result:** Both success fees are due:
  - Investor A: €100,000 (5% of €2M)
  - Distributor B: €15,000 (5% of €300K)

### What Happens If You Cancel:

When you cancel your membership (early or after Month 12):

- ✓ No new introductions will be provided
- ✓ Platform access terminates
- ✓ You're no longer participating in quarterly meetings or knowledge sessions
- ✓ **BUT:** All introductions already made remain protected
- ✓ All success fee obligations remain in full effect
- ✓ The 24-month protection period continues for each introduction

### Reporting Requirements Continue:

Even after membership termination:

- You must report when transactions close with introduced parties
- You must provide quarterly revenue reports for distribution partnerships
- Reporting obligations continue for the duration of the 24-month protection periods
- Failure to report may result in audit (Section 3.12) and collection action

### Why This Is Fair:

Success fees compensate KOMPASSIUM for:

- Years of relationship building with investors and distributors
- Vetting and curation of ecosystem participants
- Strategic matching and introduction facilitation

- Due diligence support and relationship management

These efforts create lasting value through introductions, regardless of your ongoing membership status. The introduction itself is the value delivered.

### **Payment Terms Unchanged:**

All success fee payment terms from Sections 3.4 (fundraising) and 3.5 (distribution) remain in effect:

- Fundraising: Within 30 days of receiving investment funds
- Distribution: Quarterly based on actual revenues
- Late payment: 5% annual interest applies
- Audit rights: KOMPASSIUM may audit to verify calculations

### **Protection Period:**

The 24-month protection period (Section 3.9) runs from the **date of introduction**, not from membership start or end:

- Introduction made Month 5 of membership → Protection runs 24 months from Month 5
- Membership ends Month 12 → Protection continues for 19 more months (24 total from introduction)

### **Documentation:**

KOMPASSIUM documents all introductions via:

- Email confirmations
- Meeting invitations
- Platform notifications
- Introduction tracking records

These serve as proof of introduction date and establish protection periods.

### **Your Acknowledgment:**

By selecting monthly payment (or maintaining INNOVATORS membership), you explicitly acknowledge:

- You understand success fees are tied to introductions, not membership duration
- You agree success fee obligations survive membership cancellation
- You will continue reporting obligations for introduced parties
- You will pay all success fees due per the terms of Sections 3.4 and 3.5

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## **4. YOUR RESPONSIBILITIES AS AN INNOVATOR**

### **4.1 Company Representations**

You represent and warrant that:

- Your company is legally established and in good standing
- You have necessary intellectual property rights for your technology/products
- Product information and claims provided are accurate
- You have appropriate regulatory approvals or clear pathway to approval
- Financial information provided is accurate and complete
- You have authority to enter this Agreement on behalf of your company

### **4.2 Professional Engagement**

You agree to:

- Respond promptly to introduction opportunities (within 10 business days)
- Engage professionally with distributors and investors
- Provide accurate and complete information during due diligence
- Conduct negotiations in good faith
- Maintain confidentiality of distributor and investor information
- Participate actively in quarterly meetings and relevant knowledge sessions

### **4.3 Transparency and Reporting**

You agree to:

- Notify KOMPASSIUM within 10 business days of closing any transaction with introduced parties
- Provide quarterly revenue reports for distribution partnerships
- Report all funding received from introduced investors
- Maintain accurate records supporting success fee calculations
- Respond to reasonable information requests for success fee verification

### **4.4 Prohibited Conduct**

You agree not to:

- Misrepresent your company's technology, regulatory status, or market position
- Share login credentials or Platform access with unauthorized parties
- Use Platform solely for competitive intelligence gathering
- Circumvent KOMPASSIUM to avoid success fees (see Section 6)
- Engage in illegal activities or behavior that harms ecosystem reputation

## 4.5 Compliance Obligations

You agree to:

- Comply with all applicable laws (healthcare, medical device, data protection, etc.)
  - Maintain necessary regulatory approvals and quality certifications
  - Adhere to anti-corruption and anti-bribery laws
  - Follow competition/antitrust laws in all dealings
  - Protect personal data in accordance with GDPR and local privacy laws
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## 5. CONFIDENTIALITY

### 5.1 Confidential Information

"**Confidential Information**" includes:

- Distributor and investor contact information and business details
- Other innovators' business information shared during Platform activities
- KOMPASSIUM's methodologies and vetting processes
- Terms of other members' agreements (if disclosed)
- Details of ongoing negotiations or partnership discussions
- Any information marked confidential or reasonably understood as confidential

### 5.2 Your Confidentiality Obligations

You agree to:

- Maintain strict confidentiality of all Confidential Information
- Use it only for evaluating partnership opportunities with specific introduced parties
- Not disclose to unauthorized third parties
- Limit internal disclosure to personnel with legitimate need-to-know
- Return or destroy materials after partnership discussions conclude

### 5.3 Exceptions

Confidentiality does not apply to information that:

- Is publicly available (through no breach by you)
- You lawfully possessed before disclosure
- Is independently developed without use of Confidential Information
- Must be disclosed by law (with advance notice to KOMPASSIUM where possible)

## 5.4 Duration

Your confidentiality obligations continue for **five (5) years** after your membership ends.

## 5.5 Privacy / GDPR

We process personal data of your company's representatives in compliance with GDPR. We process contact information, professional credentials, and participation records to provide membership services and facilitate partnerships.

**Privacy contact:** [contact@kompassium.com](mailto:contact@kompassium.com) (Attention: Privacy Team)

**Privacy Policy:** available on our website

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# 6. NON-CIRCUMVENTION

## 6.1 Recognition of KOMPASSIUM's Role

You acknowledge that KOMPASSIUM invests significant resources in building and maintaining relationships with distributors and investors. These relationships constitute valuable assets developed through years of professional networking.

## 6.2 Non-Circumvention Obligation

For parties introduced by KOMPASSIUM, you agree not to:

- Contact, negotiate, or conduct transactions directly while bypassing KOMPASSIUM during the protection period
- Attempt to circumvent KOMPASSIUM's role to avoid success fees
- Encourage introduced parties to work outside the Platform framework
- Misrepresent the source of introductions to introduced parties

## 6.3 What You CAN Do Freely

You are explicitly free to:

- Work with investors or distributors you identify independently
- Continue relationships documented in Schedule A (pre-existing)
- Respond to inbound inquiries from parties who contact you directly
- Pursue opportunities from public sources (conferences, trade shows, publications)
- Engage with parties met through third-party introductions (not KOMPASSIUM)

## 6.4 Verification Process

If you're uncertain whether a party was introduced by KOMPASSIUM, you may verify in writing by emailing [contact@kompassium.com](mailto:contact@kompassium.com) with the party's name and your contact history.

## **6.5 Remedies for Circumvention**

If you close a transaction with a KOMPASSIUM-introduced party while intentionally circumventing KOMPASSIUM:

- Success fees remain due as if transaction were properly reported
- You will pay reasonable attorney's fees and collection costs
- KOMPASSIUM may terminate your membership immediately
- KOMPASSIUM reserves all legal remedies available

## **6.6 Good Faith Standard**

Both parties agree to act in good faith. Inadvertent errors or genuine ambiguities about introduction sources will be resolved collaboratively. This provision targets intentional circumvention, not honest mistakes.

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# **7. INTELLECTUAL PROPERTY**

## **7.1 Your IP**

You retain all intellectual property rights in your technology, products, and business information.

## **7.2 KOMPASSIUM's IP**

All Platform content, methodologies, and KOMPASSIUM branding remain KOMPASSIUM's property. You receive limited license to access Platform materials during active membership.

## **7.3 Distributor/Investor IP**

All intellectual property of distributors and investors remains their exclusive property. Any use requires separate agreement negotiated directly with them.

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# **8. MEMBERSHIP TERM & CANCELLATION**

## **8.1 Membership Term**

#### Annual Payment Members:

- **Term:** One (1) year from your payment date
- **Example:** Payment on March 15, 2026 → Term ends March 14, 2027

#### Monthly Payment Members:

- **Initial Term:** 12 months from your first payment date
  - **Calculated month-by-month** (not calendar months)
  - **Example:** First payment on June 15, 2026 → Month 12 ends June 14, 2027
- 

## 8.2 Auto-Renewal

#### Annual Payment Members:

- Your membership automatically renews each year unless you cancel per Section 8.3
- You will receive renewal notice 30 days before your renewal date
- Standard pricing applies at renewal (early bird discounts do not carry forward)

#### Monthly Payment Members:

- **No automatic renewal** after completing 12 monthly payments
  - You will receive notice 60 days before Month 13 with continuation options (see Section 3.16.4)
  - You choose whether to continue, convert to annual, or let membership expire
  - **Default if you take no action:** Membership expires after Month 12 (no further charges)
  - **Success fee obligations survive** even if membership expires (Section 3.16.8)
- 

## 8.3 How to Cancel

#### Annual Payment Members:

Email [contact@kompassium.com](mailto:contact@kompassium.com) at least **30 days before your annual renewal date** with:

- Subject: "Cancel INNOVATORS Annual Membership"
- Your company name and email address used for membership

We will confirm your cancellation in writing within 5 business days.



**Important:** Cancellation does NOT void success fee obligations for introductions already made.

**Monthly Payment Members:**

**Option A - Cancel Before Completing 12 Months:**

- Email [contact@kompassium.com](mailto:contact@kompassium.com) with subject: "Cancel INNOVATORS Monthly Membership"
- Provide at least **30 days' notice**
- Early termination fee applies (see Section 3.16.3 for calculation)
- Success fee obligations SURVIVE cancellation (Section 3.16.8)
- We will confirm cancellation and send invoice for early termination fee

**Option B - Do Not Renew After Month 12:**

- Simply reply "Do Not Continue" to our 60-day or 30-day notice before Month 13
- Or take no action (default is no renewal)
- No early termination fee (you completed 12 months)
- Access continues through end of Month 12
- Success fee obligations SURVIVE for all introductions made (Section 3.16.8)

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## 8.4 Refunds Upon Cancellation

**Annual Payment Members:**

- No refund for the current membership year (except during 14-day evaluation period per Section 3.15)

**Monthly Payment Members:**

- No refunds for months already paid (except first month during 14-day evaluation period)
- Early termination fee applies if canceling before Month 12 (Section 3.16.3)
- No fee if completing 12 months and choosing not to continue

**Exception - We Terminate Without Cause:**

- If we terminate your membership without cause, you receive pro-rata refund for unused full months
- Applies to both annual and monthly members
- Success fee obligations survive even if we terminate without cause

## 8.5 14-Day Evaluation Period with Refund

### All Members (Annual and Monthly):

We offer a 14-day money-back guarantee:

- Request full refund within 14 days of payment (annual) or first payment (monthly)
- Email: [contact@kompassium.com](mailto:contact@kompassium.com)
- No questions asked - we'll process your refund promptly
- Applies to all members worldwide
- If introductions were made during evaluation period and transaction later closes, success fees remain due

### After 14 Days:

- Refunds as specified in Section 8.4 above
  - As required by mandatory law, we comply with all applicable legal requirements
- 

## 8.6 We Can Terminate If

We may terminate your membership immediately if you:

- Materially breach these Terms and don't remedy within 30 days of written notice
- Violate confidentiality obligations (Section 5)
- Intentionally circumvent success fee obligations (Section 6)
- Fail to pay annual membership fee or monthly payments
- Fail to pay success fees when due
- Provide materially false information about your company
- Engage in illegal or reputationally harmful conduct

### If We Terminate Without Cause:

- You receive pro-rata refund for unused full months (both annual and monthly members)
- Success fee obligations survive for all introductions already made

### If We Terminate for Cause:

- No refunds provided
- All amounts owed remain due (including early termination fee for monthly members who haven't completed 12 months)
- Success fee obligations survive for all introductions already made
- Collection action may be initiated

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## 8.7 Effect of Termination

Upon termination or expiration:

- Platform access ends immediately
- No new introductions will be provided
- Ongoing partnership discussions with introduced parties may continue directly
- **Success fee obligations SURVIVE for all introductions made during membership**
- The 24-month protection period continues for each introduction
- Confidentiality obligations survive for 5 years (Section 5.4)
- You must cease using KOMPASSIUM's name and branding
- Provisions intended to survive (IP rights, success fees, dispute resolution, liability limitations) remain in effect

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## 9. DISCLAIMERS & LIMITATIONS OF LIABILITY

### 9.1 Service Standard

We provide Platform services with reasonable care and diligence.

### 9.2 Important Disclaimers

The Platform is provided for B2B networking and partnership facilitation. We do not guarantee:

- Specific business outcomes, partnerships, or successful fundraising
- Complete accuracy of all distributor or investor information (you must conduct your own due diligence)
- That distributors have full market capabilities or that investors have available capital
- Uninterrupted or error-free service
- That every introduction will result in successful partnership or investment

### 9.3 Limitation of Liability

To the maximum extent permitted under German and applicable law:

- We are not liable for indirect or consequential losses (including lost profits, business opportunities, or data)
- Our aggregate liability for direct losses is limited to the annual membership fees you paid in the 12 months before the claim

**This limitation does not apply to:**

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Gross negligence or willful misconduct
- Liability that cannot be excluded under mandatory German law

## **9.4 Your Responsibility**

You remain responsible for:

- Your own due diligence on distributors and investors
- Negotiating appropriate terms in partnerships and investments
- Regulatory compliance in your markets
- All business decisions and agreements you enter
- Accuracy of information provided to partners and investors

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# **10. GENERAL TERMS**

## **10.1 Governing Law**

This Agreement is governed by the laws of the Federal Republic of Germany.

## **10.2 Jurisdiction**

Disputes shall be resolved in the courts of Frankfurt am Main, Germany.

## **10.3 Dispute Resolution**

Before litigation, the parties agree to attempt good faith discussions for 30 days. If unsuccessful, disputes may be submitted to mediation before pursuing legal action.

## **10.4 Changes to Terms**

We may update these Terms with 30 days' notice for material changes. If a material change adversely affects your rights, you may terminate before the effective date without penalty. Continued membership constitutes acceptance.

## **10.5 Assignment**

You may not transfer your membership without our consent. We may assign our rights to an affiliate or in a corporate transaction.

## **10.6 Severability**

If any provision is invalid or unenforceable, the remaining provisions remain in effect.

## **10.7 Entire Agreement**

These Terms, together with Schedule A and the Privacy Policy, constitute the entire agreement regarding INNOVATORS membership.

## **10.8 Hierarchy of Documents**

Website content, benefit summaries, and marketing materials do not form part of this Agreement. In case of inconsistency, these Terms control.

## **10.9 No Partnership**

Nothing in these Terms creates any partnership, joint venture, agency, or employment relationship. You have no authority to bind or represent KOMPASSIUM.

## **10.10 Notices**

All notices shall be in writing and delivered via email (with confirmation), registered mail, or courier to the addresses specified in the preamble.

## **10.11 Force Majeure**

We are not liable for delays or failures due to circumstances beyond our reasonable control.

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# **11. IMPORTANT NOTICES**

## **11.1 B2B Commercial Agreement**

This is a B2B (business-to-business, or institutional) commercial agreement. Consumer protection laws generally do not apply.

## **11.2 Success Fees Are Standard Practice**

Success-based compensation is standard practice in advisory, placement, and introduction services. Our success fees align our interests with your growth objectives.

## **11.3 Pre-Existing Relationships**

Complete Schedule A accurately and promptly to protect your pre-existing relationships from success fee obligations.

## 11.4 Platform Changes & Pricing Updates

### Platform Features:

- We may update Platform features, session formats, or scheduling with reasonable notice when practicable
- Material reductions in benefits will be communicated with at least 30 days' notice

### Pricing at Renewal:

### Annual Payment Members:

- Standard pricing applies at renewal (early bird discounts are one-time offers)
- If standard rate increases, you will receive 30 days' notice before renewal
- You may cancel before renewal if you don't accept new pricing

### Monthly Payment Members:

- Your monthly rate is locked for your initial 12-month term
- If you choose to continue after Month 12, standard monthly rate applies
- Any rate changes will be communicated 60 days before Month 13
- You may decline to continue if you don't accept new pricing

### Success Fee Terms:

- Success fee rates (5% for fundraising, 5% for distribution) apply for the duration of the 24-month protection period from each introduction
- Success fee terms do not change mid-protection period
- New success fee terms (if any) apply only to introductions made after the effective date of any change

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## 12. CONTACT & SUPPORT

### Questions about these Terms:

Email: [contact@kompassium.com](mailto:contact@kompassium.com)

Phone: +49 172 2503337

### Technical support:

Email: [contact@kompassium.com](mailto:contact@kompassium.com)

### Data protection inquiries:

Email: [contact@kompassium.com](mailto:contact@kompassium.com)

Attention: Privacy Team

### Monthly Payment Support:

- Payment failure assistance: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Payment Issue - INNOVATORS")
  - Early cancellation inquiries: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Cancel Monthly Membership")
  - Switching payment methods: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Switch Payment Method")
  - Success fee questions: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Success Fee Inquiry")
  - Billing questions: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Billing Inquiry")
- 

## ACCEPTANCE

By clicking "I Agree" and completing payment on behalf of your company, you confirm that:

- You have read and understood these Terms, including:
  - Pricing options and early bird discount periods (Section 3.2)
  - **Success fee structure and obligations** (Sections 3.3-3.12)
  - **If selecting monthly payment:** 12-month commitment, early termination provisions, total cost comparison, and **success fee survival after cancellation** (Section 3.16, especially 3.16.8)
  - Pre-existing relationships protection via Schedule A (Section 3.8)
  - Auto-renewal terms specific to your payment method (Section 8.2)
  - Refund policy and 14-day evaluation period (Section 3.15)
- You agree to be bound by these Terms
- You have authority to bind your company to this Agreement
- All information provided about your company is accurate
- **You will complete Schedule A (Pre-Existing Relationships) within 5 business days**
- Your membership begins immediately upon successful payment (annual) or first payment (monthly)

### For Monthly Payment Members - Additional Acknowledgment:

By selecting monthly payment, you specifically acknowledge:

- Total cost over 12 months may be higher than annual payment (see pricing table, Section 3.2)
- You commit to 12 monthly payments
- Early cancellation permitted but subject to early termination fee (Section 3.16.3)

- **CRITICAL:** Success fee obligations SURVIVE membership cancellation (Section 3.16.8)
- You have read Section 3.16 (Monthly Payment Terms) in full, including Section 3.16.8

Your payment confirmation email serves as proof of contract formation and membership commencement.

**Document Version:** 1.1

**Last Updated:** December 2025

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## QUICK REFERENCE SUMMARY (NON-BINDING)

Item	Annual Payment	Monthly Payment
<b>Annual Fee</b>	€2,000-€3,000 (depending on timing)	€180-250/month (depending on timing)
<b>Total Cost</b>	€2,000-€3,000	€2,160-€3,000 (0-8% more than annual)
<b>Early Bird 1</b>	€2,000 (Dec 19-23, 2025)	€180/month = €2,160 total (8% more)
<b>Early Bird 2</b>	€2,500 (Dec 24, 2025-Jan 10, 2026)	€225/month = €2,700 total (8% more)
<b>Standard Price</b>	€3,000 (After Jan 11, 2026)	€250/month = €3,000 total (same)
<b>Fundraising Success Fee</b>	5% of capital raised (reduced for >€5MM)	
<b>Distribution Success Fee</b>	5% of first-year gross revenues (sell-in)	
<b>Commitment</b>	1 year	12 monthly payments
<b>Evaluation Period</b>	14 days full refund	14 days full refund (first payment only)
<b>Cancellation</b>	30 days' notice before renewal	30 days' notice + early termination fee (if before Month 12)
<b>Auto-Renewal</b>	Yes (with 30-day notice)	No (you choose after Month 12)
<b>Success Fee Survival</b>	Yes - survives cancellation	Yes - survives cancellation
<b>Protection Period</b>	24 months from introduction	
<b>Pre-Existing Relationships</b>	Complete Schedule A within 5 business days	



<b>Term</b>	1 year, auto-renewable	12 months, optional continuation
<b>Confidentiality</b>	5 years post-termination	5 years post-termination

## SCHEDULE A - PRE-EXISTING RELATIONSHIPS

*(To be completed within 5 business days of signing)*

### SECTION 1: PRE-EXISTING INVESTOR RELATIONSHIPS

List all investors with whom you have ongoing discussions or prior investment relationships:

<b>Investor/Fund Name</b>	<b>Primary Contact</b>	<b>Relationship Status</b>	<b>Last Contact Date</b>	<b>Investment Focus</b>
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### SECTION 2: PRE-EXISTING DISTRIBUTOR RELATIONSHIPS

List all distributors with whom you have existing agreements or active partnership discussions:

<b>Distributor Name</b>	<b>Primary Contact</b>	<b>Relationship Status</b>	<b>Agreement Date</b>	<b>Territory</b>
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### SECTION 3: OTHER PARTIES SUPPORTING YOUR GROWTH

List advisors, consultants, or intermediaries currently supporting your fundraising or distribution efforts:

<b>Name/Company</b>	<b>Role</b>	<b>Relationship Status</b>	<b>Engagement Date</b>
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### CERTIFICATION

The undersigned hereby certifies that the foregoing schedule represents a complete and accurate disclosure of all pre-existing investor, distributor, and advisor relationships as of the Effective Date.

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## DOCUMENT VERSION CONTROL

Version	Date	Changes
1.0	December 2025	Original INNOVATORS Terms
1.1	December 19, 2025	Added monthly payment options (Sections 3.13-3.16); Added success fee survival provisions (Section 3.16.8); Updated auto-renewal terms; Added payment failure provisions; Updated Section 8 for both payment types

Questions? We're here to help: [contact@kompassium.com](mailto:contact@kompassium.com)