

## LONGEVITY REACH PARTNERS

### KAPTÄN MEMBERSHIP TERMS

#### Market Leaders with Category First Rights of Refusal

**Effective Date:** December 2025

**Version:** 1.0 (Premium Partnership with Category Rights)

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### WELCOME TO THE KAPTÄN COMMUNITY

By joining as a KAPTÄN Member, you are entering the most exclusive tier of the Longevity Reach Partners ecosystem—reserved for market leaders who seek strategic positioning through Category First Rights of Refusal.

KAPTÄN membership represents a premium B2B (business-to-business, or institutional) partnership between established market leaders and KOMPASSIUM, designed for companies ready to make meaningful commitments to advancing longevity innovations in their chosen categories.

**IMPORTANT:** These Terms apply to KAPTÄN Membership only and include category exclusivity provisions not available in other tiers (EXPERTE, KOMPASS, SEED, INNOVATORS, INVESTORS).

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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](mailto: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. KAPTÄN MEMBERSHIP - PREMIUM TIER WITH CATEGORY RIGHTS**

### **2.1 Who KAPTÄN Is For**

KAPTÄN membership is designed for **market leaders and established distributors** who:

- ✓ Have significant market presence and distribution capabilities
- ✓ Seek strategic positioning through Category First Rights of Refusal
- ✓ Are ready to commit resources to evaluate and act on innovations
- ✓ Want exclusive access to emerging technologies in their categories
- ✓ Desire strategic influence on innovation pipeline development
- ✓ Are committed to performance obligations that justify exclusivity

### **2.2 What You Get as a KAPTÄN Member**

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

#### **Category First Rights of Refusal**

- **Priority access** to innovators in your selected categories before other distributors
- **Up to 60 days (2 months) exclusive evaluation period** to assess partnership opportunities without competition from other distributors
- **Strategic positioning** as the preferred partner in your chosen categories
- **Protected relationship** preventing KOMPASSIUM from introducing competing distributors during your evaluation and negotiation periods

#### **THE MERIDIAN Exclusive Event**

- THE MERIDIAN event invitation (annually)
- KAPTÄN-only strategic sessions with innovators and investors
- Deep-dive workshops on emerging technologies
- Private networking with ecosystem leaders
- Early preview of innovation pipeline

#### **ALL KOMPASS + EXPERTE Benefits**

- Strategic introductions to vetted innovators
- Eight (8) knowledge sessions on business best practices
- Three (3) quarterly strategic meetings
- LONGITUDE event invitation
- Market intelligence and innovation reports

- Global community platform access
- Capability building for your teams

### **Enhanced KAPTÄN Services**

- **Quarterly exclusive strategy calls** with KOMPASSIUM leadership
- **Strategic input** on innovation pipeline prioritization in your categories
- **Early access** to emerging technologies before broader platform release
- **Priority scheduling** for innovator meetings and due diligence
- **Dedicated relationship management** from KOMPASSIUM team

## **2.3 What KAPTÄN Does NOT Include**

KAPTÄN membership does not include:

- X **Guaranteed exclusive distribution rights** with innovators (this must be negotiated separately with each innovator)
- X Absolute blocking rights preventing innovators from working with others
- X Control over KOMPASSIUM's business decisions regarding ecosystem development
- X Guaranteed successful partnerships or revenue generation
- X Legal, financial, or regulatory advisory for specific transactions

**Important:** Category First Rights give you priority access and evaluation period, not absolute exclusivity with innovators.

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## **3. MEMBERSHIP FEES**

### **3.1 Annual Fee**

**Standard Annual Fee:** €10,000 (ten thousand euros) + VAT

This may be adjusted based on:

- Number of categories selected (premium for multiple categories)
- Geographic scope (regional vs. country-specific rights)
- Strategic value and market leadership position

**Note:** Pricing for multi-category or multi-regional scope arrangements will be confirmed in your specific membership agreement before payment.

### **3.2 Payment**

- Membership begins upon successful payment completion
- Payment via bank transfer (standard for this tier)
- VAT will be added at applicable rate (reverse charge may apply for EU B2B)

- Currency: EUR (euros)
- Annual payment in advance (installment options may be negotiated)

### **3.3 Automatic Renewal**

Your membership automatically renews annually unless you cancel in accordance with Section 9, provided you continue to meet performance obligations under Section 5.

### **3.4 Refunds (Premium B2B Policy)**

#### **30-Day Strategic Evaluation Period**

We offer a **30-day strategic evaluation period** to all KAPTÄN members:

- You may request a full refund within 30 days of payment by emailing [contact@kompassium.com](mailto:contact@kompassium.com)
- This extended period (vs. 14 days for other tiers) reflects the premium investment and strategic nature of KAPTÄN membership
- Allows comprehensive evaluation of category fit and platform value
- Applies to all KAPTÄN members worldwide

#### **After the Evaluation Period**

After 30 days from payment, no refunds are provided for the current membership year, except:

- **If we terminate without cause:** Pro-rata refund for unused full months
- **If category rights cannot be delivered:** Pro-rata refund or fee adjustment
- **As required by mandatory law:** We comply with all applicable legal requirements

### **3.5 Category Unavailability and KOMPASS Conversion Option**

#### **If Your Desired Category is Already Committed**

KAPTÄN membership is limited by category and geographic scope to maintain the value of First Rights of Refusal. If your desired category/geography combination is already committed to another KAPTÄN member:

**KOMPASSIUM will offer you three options:**

#### **Option A: Alternative Category Selection**

- Select a different available category where you have distribution capabilities
- Maintain full KAPTÄN membership benefits in the alternative category
- No change to membership fee

#### **Option B: Convert to KOMPASS Membership with Partial Refund**

- Receive a **partial refund** of the difference between KAPTÄN fee paid (such as early

bird or standard), and KOMPASS fee of €3,000

- Convert to KOMPASS membership for the current term
- Maintain access to all KOMPASS benefits including strategic innovator introductions (but without category First Rights)
- Retain option to apply for KAPTÄN in future when category becomes available

### **Option C: Full Refund**

- Receive complete refund of the paid fee, such as the standard annual fee €10,000 or related early-bird fee paid at the moment of enrollment
- No membership established

### **When This Determination Occurs:**

Category availability is confirmed during your KAPTÄN application review process, which typically occurs within **10 business days** of receiving your application and payment.

If a conflict is identified:

1. We notify you immediately via email
2. Present the three options above with specific details
3. Give you **14 days to decide** which option you prefer
4. Process your chosen option within 5 business days of your decision

### **Why Categories May Become Unavailable:**

Categories may be committed when:

- Another KAPTÄN member holds First Rights for your desired category/geography combination
- Multiple applications for the same category are received simultaneously (first complete application takes priority)
- Strategic ecosystem considerations require limiting category commitments

### **Future Category Availability:**

If you choose Option B (KOMPASS conversion), you will receive:

- **Priority notification** when your desired category becomes available
- **Opportunity to upgrade** to KAPTÄN with credit for time remaining in current term
- **No reapplication fee** when upgrading from KOMPASS to KAPTÄN

### **Transparency Commitment:**

We maintain internal records of category commitments and will provide clear explanation of any category conflicts, including the effective dates of existing commitments.

## 4. CATEGORY STRUCTURE & FIRST RIGHTS OF REFUSAL

### 4.1 Available Categories

KAPTÄN members may select Category First Rights in one or more of the following twelve (12) strategic categories:

#### **CONSUMER WELLNESS (B2C/Retail Distribution)**

##### **1. Nutritional Longevity & Supplements**

Longevity-focused nutrition, OTC supplements, gut health microbiome, functional foods

##### **2. Consumer Digital Health & Wearables**

Consumer wearables, wellness apps, DTC lab testing, consumer sleep tracking devices

##### **3. Dermacosmetics & Aesthetic Wellness**

Non-prescription dermacosmetics, at-home aesthetic devices

#### **CLINICAL SOLUTIONS (B2B Healthcare Professional)**

##### **4. Cardiovascular & Metabolic Health Systems**

Advanced cardiovascular diagnostics, metabolic monitoring, related therapeutics

##### **5. Neurology, Cognitive & Mental Wellness**

Cognitive health, neurotechnology, mental wellness systems

##### **6. Musculoskeletal, Rehabilitation & Pain Management**

Orthopedic solutions, rehabilitation technology, chronic pain management

##### **7. Cellular, Regenerative & Aesthetic Medicine**

Regenerative therapies, aesthetic medicine, cellular health solutions

##### **8. Women's Health & Hormonal Optimization**

Female health technologies, hormonal balance, reproductive health

##### **9. Precision Diagnostics & Biomarker Services**

Advanced diagnostics, biomarker panels, longevity health assessment

##### **10. Clinical Digital Health & Remote Patient Monitoring**

Clinical-grade digital health, RPM systems, telemedicine platforms

##### **11. Sleep Medicine & Circadian Health Systems**

Clinical sleep solutions, circadian rhythm optimization, sleep diagnostics

#### **INSTITUTIONAL SOLUTIONS (B2B Hospital/Healthcare System)**

##### **12. Hospital Acute Care & Critical Systems**

Hospital-grade equipment, acute care systems, critical care technologies

### 4.2 Category Selection Process

In your KAPTÄN Application (Schedule A), you will:

- Select primary category(ies) of interest
- Specify geographic scope (regional, or country-specific)
- Describe your distribution capabilities in each category
- Provide evidence of market leadership and regulatory approvals

#### **Category Availability Confirmation:**

KOMPASSIUM will review your application and confirm category availability within **10 business days** of receiving your completed application and payment.

**If your desired category/geography is already committed to another KAPTÄN member**, we will contact you with alternative options as described in Section 3.5 (Category Unavailability and KOMPASS Conversion Option).

**KOMPASSIUM reserves the right to approve or decline category selections based on:**

- Existing KAPTÄN commitments in that category/geography
- Your demonstrated capabilities and market position
- Strategic fit with ecosystem objectives
- Timing of application submission (first complete application takes priority in case of simultaneous requests)

#### **4.3 How Category First Rights of Refusal Work**

When an innovator in your protected category enters the Platform seeking distribution partnerships:

##### **Step 1: Priority Notification (Within 5 business days)**

- KOMPASSIUM notifies you of the opportunity
- Provides initial information package (company overview, product description, target markets)
- Confirms your interest in evaluating the opportunity

##### **Step 2: Exclusive Evaluation Period (Up to 60 days)**

- You receive **up to 60 days (2 months) of exclusive access** to evaluate the opportunity
- During this period, KOMPASSIUM will **not introduce other distributors** to this innovator for your protected category/geography
- You may request meetings, due diligence materials, and additional information
- You conduct internal assessment of strategic fit, technical evaluation, regulatory review, and commercial analysis

#### **Timeline Flexibility:**

- You may complete evaluation and provide decision earlier if ready
- Standard timeline is 60 days; you may request shorter period if preferred

- KOMPASSIUM will coordinate with innovator on reasonable timelines

### **Step 3: Decision Point (By day 60)**

You must communicate one of two decisions:

#### **A. Exercise Your Right ("Yes")**

- You wish to pursue partnership discussions
- KOMPASSIUM facilitates direct negotiations between you and the innovator
- Your priority position continues through negotiations (additional 60 days protection during active negotiations)

#### **B. Decline Your Right ("No")**

- The opportunity is not a strategic fit for your organization
- KOMPASSIUM may introduce other distributors
- You release this specific opportunity while maintaining category rights for future opportunities

### **Step 4: Negotiation Period (If you exercise your right)**

- You have 60 days to negotiate partnership terms directly with the innovator
- KOMPASSIUM provides facilitation support if requested
- If you reach agreement: Partnership proceeds outside Platform terms
- If negotiations fail: You may mutually agree to extend or KOMPASSIUM may introduce other distributors

## **4.4 Important Limitations of Category First Rights**

#### **What First Rights DO provide:**

- ✓ Priority notification before other distributors
- ✓ **Up to 60 days (2 months) exclusive evaluation period** - significantly longer than standard market practice, allowing thorough due diligence
- ✓ Protected negotiation window if you exercise your right
- ✓ Strategic positioning as preferred partner in your categories

#### **What First Rights DO NOT provide:**

- ✗ Guarantee that innovator will accept your terms
- ✗ Absolute blocking of innovator's ability to work with others eventually
- ✗ Control over innovator's business decisions
- ✗ Exclusive distribution rights (must negotiate separately with innovator)

**Critical Understanding:** First Rights give you the **first opportunity**, not guaranteed exclusivity. The innovator remains free to:

- Decline partnership if terms don't align
- Seek other partners if negotiations fail
- Work with others outside your protected geography
- Retain direct sales channels

## 4.5 Geographic Scope Options

Category First Rights can be structured as:

**A. Regional** - Multi-country regions (e.g., Europe, North America, Asia-Pacific, Latin America)

**B. Country-Specific** - Individual countries or country clusters

**Note:** Multiple KAPTÄN members may hold rights in the same category with different geographic scopes.

## 4.6 Category Conflicts & Resolution

If two KAPTÄN members have overlapping category interests:

**Geographic Differentiation:** Members in same category with different geographies both maintain rights in their respective territories.

**Sub-Category Clarification:** If conflict exists within a category, KOMPASSIUM will work with both parties to define sub-category boundaries or offer alternative category options.

**Timing Priority:** If conflict cannot be resolved, the earlier KAPTÄN commitment takes precedence, and the later applicant will be offered alternative categories.

**Dispute Resolution:** Unresolved conflicts will be addressed through good faith mediation before escalating to termination of either party's category rights.

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# 5. PERFORMANCE OBLIGATIONS TO MAINTAIN CATEGORY RIGHTS

## 5.1 Active Engagement Requirement

To maintain Category First Rights, you must demonstrate active engagement:

### **Minimum Response Standards:**

- Respond to priority notifications within **5 business days**
- Complete evaluation and provide decision within **60 days** (or earlier if ready)
- Engage substantively with opportunities (not perfunctory rejections)

### **Annual Engagement Threshold:**

- Participate in at least **50% of quarterly strategic meetings**
- Demonstrate good faith efforts to pursue strategic partnerships

## 5.2 What Constitutes Non-Performance

Performance concerns arise if you:

- Consistently fail to respond to priority notifications
- Request extensions without pursuing genuine due diligence
- Use First Rights solely to block competitors without pursuing partnerships

## 5.3 Remediation Process

If performance concerns arise:

### Step 1: Written Notice

- KOMPASSIUM provides specific examples of concerns
- Gives you 30 days to address issues

### Step 2: Remediation Plan

- If concerns persist, we jointly develop improvement plan
- 90-day remediation period with clear milestones

### Step 3: Category Rights Review

- If remediation unsuccessful, KOMPASSIUM may:

- Reduce category scope (e.g. regional to country)
- Adjust renewal terms
- Non-renew category rights for following year
- In extreme cases, terminate membership (with pro-rata refund)

**Important:** We approach this collaboratively. Our goal is successful partnerships, not rigid enforcement. If business circumstances change, communicate with us.

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# 6. YOUR RESPONSIBILITIES AS A KAPTÄN PARTNER

## 6.1 Company Representations

You represent and warrant that:

- Your company has significant market presence and distribution capabilities in selected categories
- You have necessary regulatory approvals and quality certifications
- You have financial and operational capacity to support new product launches
- Information about your capabilities and market position is accurate
- You have authority to commit your company to performance obligations

## 6.2 Professional Conduct

You agree to:

- **Evaluate opportunities seriously** with genuine intent to partner where strategically aligned
- **Communicate transparently** with innovators about interest level and concerns
- **Respect First Rights system** and not abuse priority position
- **Provide constructive feedback** to KOMPASSIUM and innovators
- **Maintain confidentiality** of all opportunities presented (Section 7)
- **Participate actively** in KAPTÄN-exclusive events and strategy sessions

### **6.3 Prohibited Conduct**

You agree not to:

- Use First Rights solely to gather competitive intelligence
- Deliberately slow evaluations to delay competitors
- Misuse confidential information from opportunities you decline
- Circumvent KOMPASSIUM to contact innovators directly before notification
- Share category opportunity information with competitors
- Recruit KOMPASSIUM partners for competing platforms

### **6.4 Compliance Obligations**

Same as KOMPASS (Section 4.4): Healthcare regulations, anti-corruption laws, competition/antitrust compliance, GDPR data protection, etc.

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## **7. ENHANCED CONFIDENTIALITY FOR KAPTÄN MEMBERS**

### **7.1 Confidential Information**

Beyond standard confidentiality (same as KOMPASS Section 5), KAPTÄN members additionally receive:

- **Pre-release innovation pipeline information**
- **Strategic planning discussions** about ecosystem development
- **Category-specific opportunity flows** before broader platform release
- **Competitive intelligence** regarding category dynamics
- **Early-stage innovator information** not yet public

### **7.2 Enhanced Confidentiality Obligations**

You agree to:

- **Not disclose category opportunity information** to any third party, including:
  - Opportunities you decline
  - Innovators in your pipeline
  - Market intelligence from THE MERIDIAN
- **Use information exclusively** for internal strategic planning and partnership evaluation
- **Implement strict internal controls** to prevent unauthorized disclosure
- **Report breaches immediately** if confidential information is inadvertently disclosed

### 7.3 Duration

Confidentiality obligations continue for **five (5) years** after membership ends.

### 7.4 Consequence of Breach

Breach of confidentiality may result in:

- Immediate termination of membership without refund
- Loss of category rights
- Legal action for damages and injunctive relief

## 8. STRATEGIC INTRODUCTIONS & NON-CIRCUMVENTION

Same framework as KOMPASS (Section 7) with these additions:

### 8.1 Priority Introduction Protection

For opportunities where you exercise Category First Rights:

- Protection period extends to **thirty-six (36) months** from initial notification
- Covers the specific innovator and any direct subsidiaries or affiliated entities
- Protects your priority relationship even if you ultimately decline partnership

### 8.2 Enhanced Non-Circumvention

Given premium investment and category positioning:

- Intentional circumvention of category system constitutes material breach
- Includes attempting to contact category innovators before KOMPASSIUM notification
- May result in immediate termination and forfeiture of category rights

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## 9. MEMBERSHIP TERM, RENEWAL & TERMINATION

### 9.1 Initial Term

**Initial Term:** Two (2) years from payment date (longer than other tiers to justify category investment).

**Note:** Category commitments require longer-term strategic positioning. Minimum two-year commitment allows ecosystem stability.

### 9.2 Renewal

**Automatic Renewal:** For successive one (1) year periods unless:

- You provide **60 days' notice** before renewal date
- Performance obligations are not met (Section 5)
- We decline renewal based on strategic ecosystem changes

**Renewal Terms:** Fee and category rights subject to renegotiation for renewal periods. KOMPASSIUM will notify you of any changes **90 days** before renewal.

### 9.3 Your Right to Cancel

**During Initial Term:**

- You may terminate with **60 days' notice** but no refund (except 30-day evaluation period)
- Recognizes longer-term commitment inherent in category positioning

**At Renewal:** • Provide 60 days' notice before renewal date  
• No refund for current term

### 9.4 KOMPASSIUM's Right to Terminate

We may terminate immediately if you:

- Materially breach terms and don't remedy within 30 days
- Violate confidentiality obligations
- Engage in circumvention or abuse of category rights
- Fail to meet performance obligations after remediation period
- Lose critical regulatory approvals
- Engage in illegal or reputationally harmful conduct

**If we terminate without cause:** Pro-rata refund for unused full months.

### 9.5 Effect of Termination

Upon termination:

- Category First Rights end immediately
- Access to THE MERIDIAN and KAPTÄN-exclusive services ends
- Standard Platform access may continue if you downgrade to KOMPASS (by mutual agreement)
- Ongoing partnership discussions with innovators may continue directly
- Confidentiality obligations survive for 5 years
- Strategic Introduction protections survive per Section 8

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## 10. DISCLAIMERS & LIMITATIONS OF LIABILITY

### 10.1 Service Standard

We provide Platform services with reasonable care and diligence, including good faith efforts to provide Category First Rights as described.

### 10.2 Important Disclaimers

#### Regarding Category Rights:

We do not guarantee:

- Specific number or quality of category opportunities per year
- That innovators will accept your partnership terms
- That category opportunities will meet your specific technical or commercial requirements
- Absolute exclusivity preventing innovators from working with others eventually
- That category boundaries will never need adjustment

#### Regarding Platform Services:

Same disclaimers as KOMPASS (Section 9.2): No guarantee of partnerships, revenue, complete accuracy, uninterrupted service, etc.

### 10.3 Limitation of Liability

To the maximum extent permitted under German and applicable law:

- We are not liable for **indirect or consequential losses**
- Our **aggregate liability** 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

## 10.4 Your Responsibility

You remain responsible for:

- Due diligence on all opportunities
- Negotiating appropriate partnership terms
- Regulatory compliance in your territories
- Business decisions regarding which opportunities to pursue
- Performance obligations to maintain category rights

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# 11. GENERAL TERMS

## 11.1 Governing Law

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

## 11.2 Jurisdiction

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

## 11.3 Dispute Resolution

### Enhanced Process for KAPTÄN Members:

**Step 1:** Good faith discussions (30 days)

**Step 2:** Executive-level mediation with senior KOMPASSIUM leadership (30 days)

**Step 3:** Formal mediation under ICC Rules

**Step 4:** Litigation only if all above steps fail

**Rationale:** Premium investment warrants enhanced dispute resolution efforts before litigation.

## 11.4 Competition Law Compliance

**Important Notice:** Category First Rights are structured to comply with German competition law (GWB) and EU competition law (TFEU Articles 101-102).

### Compliance Principles:

- First Rights are **limited in time** (evaluation periods and negotiation windows)
- **Not absolute exclusivity** - innovators retain ultimate decision-making
- **Geographic limitations** allow multiple partners in different territories
- **Justified by legitimate business interests** (investment in ecosystem development, relationship building)

- **Pro-competitive effects** (encourages innovation by facilitating distributor commitments)

If any provision is held to violate competition law, it shall be modified to minimum extent necessary while preserving core First Rights concept.

## 11.5 Changes to Terms

We may update Terms with **60 days' notice** for material changes.

If material change adversely affects category rights, you may terminate before effective date with pro-rata refund.

## 11.6 Other General Terms

Same as KOMPASS (Section 10): Assignment, severability, entire agreement, hierarchy of documents, no partnership, etc.

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# 12. IMPORTANT NOTICES

## 12.1 Premium B2B Partnership

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

## 12.2 Category Rights Are Strategic Positioning

Category First Rights provide **strategic positioning and priority access**, not guaranteed exclusivity with innovators or absolute blocking rights.

## 12.3 Performance Obligations Are Material

Performance obligations (Section 5) are material terms. Consistent non-performance may result in loss of category rights.

## 12.4 Platform Changes

We may update Platform features with reasonable notice. Material reductions in category benefits trigger termination rights.

## 12.5 Force Majeure

Standard force majeure provision (same as other tiers).

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## 13. CONTACT & SUPPORT

**Questions about these Terms or Category Rights:**

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

Phone: +49 172 2503337

Attention: KAPTÄN Partnerships

**Technical support:**

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

**Data protection inquiries:**

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

Attention: Privacy Team

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## ACCEPTANCE

By signing this Agreement (either electronically or via wet signature), you confirm that:

- You have read and understood these Terms, including Category First Rights mechanics and performance obligations
- You have authority to bind your company to this premium partnership
- All information provided about your company and capabilities is accurate
- You commit to performance obligations necessary to maintain category rights
- You understand that category availability is subject to confirmation within 10 business days, and alternative options (including KOMPASS conversion with partial refund) will be offered if your desired category is unavailable

**This Agreement requires formal signature given the premium investment and category commitments.**

**Note:** Your membership begins upon successful payment, but specific category assignments are confirmed during the application review process (typically within 10 business days).

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**Document Version:** 1.0

**Last Updated:** December 2025

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# QUICK REFERENCE SUMMARY (NON-BINDING)

Item	Details
<b>Annual Fee</b>	€10,000 + VAT (standard; may adjust for multiple categories or cross-regional scope or early bird promotional fees)
<b>Initial Term</b>	2 years (longer commitment for category stability)
<b>Evaluation Period (Refund)</b>	30 days full refund (extended for premium tier)
<b>Category First Rights</b>	Priority access + <b>up to 60 days exclusive evaluation</b> + protected negotiation
<b>Category Availability</b>	Confirmed within 10 business days; KOMPASS conversion option and related refund if unavailable
<b>Performance Obligations</b>	Active engagement, minimum response standards, good faith evaluation
<b>THE MERIDIAN Access</b>	Yes - exclusive KAPTÄN event
<b>Strategic Introduction Protection</b>	36 months for category opportunities
<b>Confidentiality</b>	Enhanced - 5 years post-termination
<b>Cancellation Notice</b>	60 days (balanced for premium tier)
<b>Geographic Scope Options</b>	Regional, or Country-Specific

## SCHEDULE A - KAPTÄN APPLICATION & CATEGORY SELECTION

*(To be completed during application process)*

### COMPANY INFORMATION

Legal Name: \_\_\_\_\_  
 Registration Number: \_\_\_\_\_  
 Headquarters: \_\_\_\_\_  
 Primary Markets: \_\_\_\_\_  
 Annual Revenue Range: \_\_\_\_\_  
 Number of Employees: \_\_\_\_\_

### CATEGORY SELECTION

#### Primary Category #1:

Category Name: \_\_\_\_\_  
 Geographic Scope: [ ] Regional: \_\_\_\_\_ [ ] Country: \_\_\_\_\_  
 Distribution Capabilities: \_\_\_\_\_  
 Current Portfolio in Category: \_\_\_\_\_

Regulatory Approvals: \_\_\_\_\_

Market Leadership Evidence: \_\_\_\_\_

**Primary Category #2** (if applicable):

[Same fields as above]

**Primary Category #3** (if applicable):

[Same fields as above]

## **PERFORMANCE COMMITMENT**

I/We commit to:

- Respond to priority notifications within 5 business days
- Complete evaluations within 30 days or request justified extensions
- Engage in good faith with opportunities presented
- Participate in at least 50% of quarterly meetings
- Pursue at least 3 partnership evaluations annually (if opportunities presented)

## **PRE-EXISTING RELATIONSHIPS**

List any innovators in your selected categories with whom you have pre-existing relationships:

**Innovator Name Category Relationship Status Date Established**

## **AUTHORIZED SIGNATORY**

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

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

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

Signature: \_\_\_\_\_

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Questions? Contact our KAPTÄN Partnerships team: [contact@kompassium.com](mailto:contact@kompassium.com)