

## LONGEVITY REACH PARTNERS

### KOMPASS MEMBERSHIP TERMS

#### Strategic Distributors & Commercial Partners

**Effective Date:** December 2025

**Version:** 1.1

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### WELCOME TO THE KOMPASS COMMUNITY

By joining as a KOMPASS Member, you are entering an exclusive global network of established distributors and commercial partners committed to bringing longevity innovations to market.

These Terms are designed for business-to-business (referred as “B2B”) partnerships between established distribution or commercial representation companies and KOMPASSIUM. They provide a clear framework for strategic collaboration while protecting the integrity of our curated ecosystem.

**IMPORTANT:** These Terms apply to KOMPASS Membership only. Other membership tiers (EXPERTE, SEED, INNOVATORS, INVESTORS, KAPTÄN) 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](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. KOMPASS MEMBERSHIP - STRATEGIC PARTNER TIER**

### **2.1 Who KOMPASS Is For**

KOMPASS membership is designed for **established distribution companies and commercial partners** with:

- ✓ Proven track record in healthcare, medical technology, wellness, or related sectors
- ✓ Existing distribution infrastructure and market presence
- ✓ Technical expertise in specific product categories
- ✓ Regulatory approvals and compliance capabilities
- ✓ Genuine interest in building long-term strategic partnerships (not transactional opportunities)

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

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

#### **Strategic Introductions to Vetted Innovators**

- Curated introductions to established companies (typically Series A+) ready to scale globally
- Pre-screened opportunities where regulatory pathways and commercial readiness have been preliminarily assessed
- Direct meeting opportunities with innovator leadership teams
- Innovation pipeline visibility and updates

#### **All EXPERTE Benefits**

- Eight (8) knowledge sessions covering business best practices (Systems Thinking, Branding, Commercial Effectiveness, Post-Sales Models, Strategic Finance, Leadership, Data Privacy, Regulatory Intelligence)
- Three (3) quarterly strategic meetings with Pitch Hours and technology trends
- LONGITUDE event invitation (annually)
- Market intelligence and "Always Preliminary Innovations Report"
- Global community platform access

#### **Enhanced Distributor Services**

- Strategic relationship development support (not transactional matchmaking)
- Market intelligence opportunities
- Capability building opportunities for your internal teams
- Best practice sharing across the global distributor network
- Assistance with partnership exploration and due diligence phases

## **Networking & Collaboration**

- Connect with other distributors, investors, and ecosystem participants
- Access to EXPERTE community (consultants, researchers, advisors)
- Peer learning and knowledge exchange

## **2.3 What KOMPASS Does NOT Include**

KOMPASS membership does not include:

- X **Category exclusivity or First Rights of Refusal** (exclusive to KAPTÄN members)
- X Access to THE MERIDIAN closed event (KAPTÄN members only)
- X Guaranteed successful partnerships or revenue generation
- X Personalized consulting services for your business operations
- X Legal, regulatory, or financial advisory for specific transactions

**To access category exclusivity benefits, please inquire about KAPTÄN membership.**

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## **3. MEMBERSHIP FEES**

### **3.1 Payment Options**

You may pay your KOMPASS 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

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### **3.2 Pricing & 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>	€2,400	€215/month	€2,580	Pay €180 more (8%)
<b>Early Bird 2 (Dec 24, 2025 - Jan 10, 2026)</b>	€2,700	€240/month	€2,880	Pay €180 more (7%)
<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 3.6)
- You have read and understand Section 3.6 (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 Payment Processing

### 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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### **3.4 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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### **3.5 Refund Policy**

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

We offer a 14-day money-back guarantee to all KOMPASS 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 3.6.3 (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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## **3.6 MONTHLY PAYMENT TERMS**

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

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### 3.6.1 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 3.6.3)

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### 3.6.2 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: KOMPASS 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 innovators will be provided
  - Your account remains in our system
  - No refunds for suspended period
- 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 3.6.3)
  - 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
- 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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### **3.6.3 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 KOMPASS 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: €215/month)

- Remaining payments: 3 months × €215 = €645
- Early termination fee options:
  - Option (a): €645 (full remaining amount)
  - Option (b): €322.50 (50% of remaining)
- **You owe:** €322.50 (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 3.5)
- 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

**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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### **3.6.4 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)
- Ideal if you want ongoing flexibility

#### **Option B: Convert to Annual Billing**

- Switch to annual payment
- For standard pricing: Same total cost ( $\text{€3,000 annual} = \text{€250/month} \times 12$ )
- Lock in full year at annual rate
- Receive all benefits of annual membership

#### **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
- 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.

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### 3.6.5 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  $\times$  €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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### 3.6.6 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

## 4. YOUR RESPONSIBILITIES AS A DISTRIBUTOR OR COMMERCIAL PARTNER

### 4.1 Company Representations

You represent and warrant that:

- Your company is a legally established entity in good standing
- You have necessary business licenses and regulatory approvals for your distribution activities
- Information provided about your capabilities, markets, and expertise is accurate
- You have authority to enter this agreement on behalf of your company

### 4.2 Professional Engagement

You agree to:

- **Respond promptly** to Strategic Introductions (within 10 business days)
- **Engage seriously** with innovators when introductions are made
- **Provide honest feedback** to both innovators and KOMPASSIUM about partnership fit
- **Conduct proper due diligence** on opportunities presented
- **Decline clearly** if not interested, rather than leaving innovators uncertain
- **Participate actively** in quarterly meetings and relevant knowledge sessions

**Note:** Persistent failure to engage meaningfully with introductions may result in membership review or non-renewal.

### 4.3 Prohibited Conduct

You agree not to:

- Misrepresent your company's capabilities, regulatory status, or market position
- Use Platform access solely for competitive intelligence gathering
- Share login credentials or introduce unauthorized personnel to Platform activities
- Recruit other members or KOMPASSIUM partners for competing platforms
- Engage in illegal activities or behavior that harms the ecosystem's reputation

## 4.4 Compliance Obligations

You agree to:

- Comply with all applicable laws in your territories (healthcare, medical device, pharmaceutical regulations, etc.)
- Maintain necessary regulatory approvals and quality certifications
- Follow anti-corruption and anti-bribery laws (German Anti-Corruption Act, UK Bribery Act, US FCPA, etc.)
- Adhere to 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:

- Innovator business plans, product specifications, clinical data, regulatory status, and IP details
- Investor information and funding status shared during ecosystem activities
- KOMPASSIUM's proprietary methodologies and vetting criteria
- Other members' distribution strategies and market intelligence
- 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 innovators
- **Not use it for:**
  - Developing competing products
  - Identifying negotiation weaknesses
  - General market intelligence unrelated to partnership evaluation
  - Sharing with competitors or unauthorized third parties
- **Limit internal disclosure** to personnel with legitimate need-to-know under appropriate confidentiality obligations
- **Return or destroy** materials provided by innovators 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. INTELLECTUAL PROPERTY

## 6.1 KOMPASSIUM's IP

All Platform content, methodologies, and KOMPASSIUM branding remain our property. You receive a limited license to access Platform materials during your active membership solely for professional purposes related to your distribution business.

## 6.2 Innovator IP

All intellectual property rights in innovators' products, technologies, and business information remain the exclusive property of those innovators. Any use of innovator IP requires separate written agreement negotiated directly with the innovator.

## 6.3 Your IP

You retain all rights to your pre-existing distribution methodologies, customer relationships, and business intelligence.

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## 7. STRATEGIC INTRODUCTIONS & NON-CIRCUMVENTION

### 7.1 What is a "Strategic Introduction"?

A "Strategic Introduction" occurs when KOMPASSIUM:

- Specifically introduces your company to an identified innovator by name
- Provides substantive information about the innovator's products or business opportunity
- Makes the introduction with explicit purpose of exploring potential distribution partnership
- Documents the introduction (email, meeting invitation, presentation, etc.)

### 7.2 Protection Period for Strategic Introductions

When KOMPASSIUM makes a Strategic Introduction, that relationship is protected for **twenty-four (24) months** from the introduction date.

### 7.3 Your Obligations for Strategic Introductions

For Strategic Introductions, you agree to:

#### A. Acknowledge KOMPASSIUM's Role

- Inform the innovator that the introduction came through KOMPASSIUM
- Keep KOMPASSIUM reasonably informed of partnership exploration status
- Don't misrepresent the relationship as independently developed

#### B. Engage in Good Faith

- Conduct substantive evaluation and due diligence
- Communicate clearly about your level of interest and timeline
- Provide honest feedback to both innovator and KOMPASSIUM
- Decline promptly if not interested

#### C. Respect the Introduction

- Don't bypass KOMPASSIUM to avoid acknowledging the relationship
- Don't discourage the innovator from working with KOMPASSIUM or fulfilling their agreements with us
- Don't use KOMPASSIUM-provided information to undercut KOMPASSIUM's relationship with the innovator

### 7.4 What You CAN Do Freely

You are explicitly free to:

- Pursue innovators you discover through your own independent market research
- Work with companies who contact you directly (inbound inquiries)
- Continue relationships that existed before KOMPASSIUM's introduction (document these in your Member Profile)
- Follow up with companies met at third-party events, conferences, or trade shows
- Respond to public RFPs or open calls for distribution partners
- Network generally with people met at LONGITUDE or other open networking events

## 7.5 KOMPASSIUM's Role (What We Don't Do)

KOMPASSIUM:

- ✓ Facilitates introductions and initial discussions
- ✓ Provides context and supports preliminary due diligence
- ✓ May assist with partnership term negotiations if requested

But KOMPASSIUM is NOT:

- ✗ A party to your distribution agreements with innovators
- ✗ Responsible for guaranteeing partnership success
- ✗ A legal, regulatory, or financial advisor for specific transactions
- ✗ An enforcer of distribution agreements between you and innovators

## 7.6 Innovator-Side Arrangements

You acknowledge that:

- KOMPASSIUM may have separate commercial arrangements with innovators
- Such arrangements are confidential and don't affect your negotiated terms with innovators
- Your distribution pricing and terms should be based on market value

## 7.7 Dispute Resolution for Circumvention Claims

Before asserting any circumvention violation, KOMPASSIUM will:

- Provide written notice specifying the alleged issue with facts
- Engage in good faith discussions for 30 days
- Consider your explanation and documentation

**Burden of Proof:** KOMPASSIUM must demonstrate that a specific Strategic Introduction was made with commercial intent and that your relationship resulted substantially from that introduction.

**Presumption:** In ambiguous cases, there's a presumption that your relationships are independent unless clearly demonstrated otherwise.

## 7.8 Remedies for Material Circumvention

If KOMPASSIUM clearly demonstrates intentional and material circumvention after good faith resolution efforts:

- Membership may be terminated immediately
- Your standing in the ecosystem may be affected
- KOMPASSIUM reserves all rights under applicable law

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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

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## 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 3.6.4)
- 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)

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## 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 KOMPASS Annual Membership"
- Your company name and email address used for membership

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

### Monthly Payment Members:

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

- Email [contact@kompassium.com](mailto:contact@kompassium.com) with subject: "Cancel KOMPASS Monthly Membership"
- Provide at least **30 days' notice**
- Early termination fee applies (see Section 3.6.3 for calculation)
- 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

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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 3.5)

### 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 3.6.3)
- 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

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## 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

### After 14 Days:

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

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## 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)
- Fail to pay annual membership fee or monthly payments
- Provide materially false information about your company
- Engage in illegal or reputationally harmful conduct
- Persistently fail to engage meaningfully with innovator introductions (performance obligations per Section 4.4)

### If We Terminate Without Cause:

- You receive pro-rata refund for unused full months (both annual and monthly members)

### 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)

- 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 to innovators will be provided
- Ongoing partnership discussions with introduced innovators may continue directly (subject to 24-month protection period per Section 7.4)
- Confidentiality obligations survive for 5 years (Section 5.4)
- You must cease using KOMPASSIUM's name and branding
- Provisions intended to survive (IP rights, non-circumvention for 24 months, 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 revenue
- Complete accuracy of all innovator information (you must conduct your own due diligence)
- That innovators have full regulatory approvals or market readiness
- Uninterrupted or error-free service
- That every introduction will result in successful partnership

## 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 (*grobe Fahrlässigkeit* or *Vorsatz*)
- Liability that cannot be excluded under mandatory German law

## **9.4 Your Responsibility**

You remain responsible for:

- Your own due diligence on innovators and opportunities
- Negotiating appropriate terms in distribution agreements
- Regulatory compliance in your territories
- Quality control and customer service for products you distribute
- All business decisions and partnerships you enter

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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, the parties may consider 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 the Privacy Policy, constitute the entire agreement regarding KOMPASS 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 Competition Law Compliance**

This Agreement complies with German competition law (GWB) and EU competition law. Provisions shall be interpreted to maintain such compliance.

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# **11. IMPORTANT NOTICES**

## **11.1 B2B Commercial Agreement**

This is a B2B commercial agreement between two business entities. EU consumer protection laws generally do not apply.

## **11.2 Platform Changes & Pricing Updates**

### **Platform Features:**

- We may update session formats, scheduling, or Platform features 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

### **11.3 Force Majeure**

We are not liable for delays or failures due to circumstances beyond our reasonable control (pandemics, natural disasters, war, infrastructure failures, government actions, etc.).

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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 - KOMPASS")
- 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")
- Billing questions: [contact@kompassium.com](mailto:contact@kompassium.com) (Subject: "Billing Inquiry")

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## **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)
  - **If selecting monthly payment:** 12-month commitment, early termination provisions, and total cost comparison (Section 3.6)
  - Auto-renewal terms specific to your payment method (Section 8.2)
  - Refund policy and 14-day evaluation period (Section 3.4)
  - Strategic introduction protections and non-circumvention obligations (Section 7)
- 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
- 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 3.6.3)
- You have read Section 3.6 (Monthly Payment Terms) in full

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

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**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>	€2,400-€3,000 (depending on timing)	€215-250/month (depending on timing)
<b>Total Cost</b>	€2,400-€3,000	€2,580-€3,000 (0-8% more than annual)
<b>Early Bird 1</b>	€2,400 (Dec 19-23, 2025)	€215/month = €2,580 total (8% more)
<b>Early Bird 2</b>	€2,700 (Dec 24, 2025-Jan 10, 2026)	€240/month = €2,880 total (7% more)
<b>Standard Price</b>	€3,000 (After Jan 11, 2026)	€250/month = €3,000 total (same)
<b>What You Get</b>	Strategic innovator introductions + All EXPERTE benefits + Distributor network access + Capability building	
<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>Strategic Introductions</b>	24-month protection period from each introduction	
<b>Term</b>	1 year, auto-renewable	12 months, optional continuation
<b>Confidentiality</b>	5 years post-termination	5 years post-termination
<b>Category Exclusivity</b>	Not included - requires KAPTÄN membership	

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