

## LONGEVITY REACH PARTNERS

### SEED MEMBERSHIP TERMS

#### Early-Stage Companies Building Foundation for Growth

**Effective Date:** December 2025

**Version:** 1.0 (Approval-Based Partnership Agreement)

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## WELCOME TO THE SEED COMMUNITY

By joining as a SEED Member, you are entering a supportive ecosystem designed to help early-stage longevity companies build strong foundations for future growth through strategic guidance, network access, and partnership opportunities.

SEED membership is designed for pre-seed and seed-stage companies (pre-Series A) working to validate product-market fit, establish initial traction, and prepare for growth capital and distribution partnerships.

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

### 2.1 Who SEED Is For

SEED membership is designed for **early-stage companies** with:

- Pre-seed or seed stage (pre-Series A funding)
- Innovative longevity-focused solution in development or early validation
- Founding team with relevant expertise
- Clear vision for impact in longevity sector
- Seeking initial funding and/or early distribution partnerships
- Open to guidance and ecosystem support
- Mission-aligned with advancing human healthspan and longevity

### 2.2 What You Get as a SEED Member

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

#### Early-Stage Investor Introductions

- Curated introductions to seed-stage investors, angel networks, and early-stage VCs
- Pre-qualified investors familiar with longevity sector
- Pitch preparation support and feedback
- Investor readiness assessment
- Guidance on fundraising strategy for early-stage companies

#### Strategic Partnership Exploration

- Limited introductions to distributors interested in early-stage partnerships
- Focus on validation partnerships and pilot opportunities
- Market intelligence on distribution landscape
- Partnership readiness assessment

#### 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

#### Early-Stage Support Services

- Mentorship connections within the ecosystem

- Pitch deck review and refinement recommendations
- Business model validation discussions
- Regulatory pathway guidance (high-level)
- Best practice sharing with other early-stage innovators
- Community support from fellow SEED members

## 2.3 What SEED Does NOT Include

SEED membership does not include:

- Guaranteed investment or distribution agreements
- Extensive introductions to established distributors (available in INNOVATORS tier)
- Personalized consulting or advisory services
- Legal, regulatory, or financial advisory
- Direct negotiation of deal terms on your behalf
- Product development or technical support
- Guaranteed advancement to INNOVATORS tier

## 2.4 Approval-Based Membership

SEED membership is **approval-based** to ensure ecosystem quality and member fit.

### Application Review Process:

- Submit application with company overview, product description, team bios, and mission statement
- KOMPASSIUM reviews within 10 business days
- Approval based on: innovation potential, mission alignment, team capability, sector relevance
- If approved, you receive membership invitation with payment details
- If declined, we provide brief explanation and may suggest alternative resources

### One-Year Non-Renewable Structure:

SEED membership is designed as a **one-year development program**, not an ongoing membership:

- **Initial Term:** One (1) year from approval date
- **Non-Renewable:** Does not automatically renew after first year
- **Graduation Path:** After one year, successful SEED members are encouraged to upgrade to INNOVATORS membership if they have achieved sufficient traction and funding

**Rationale:** SEED is designed to support companies during their critical early validation phase. After one year, companies should have progressed sufficiently to benefit from

INNOVATORS tier services or may need to focus on further development outside the Platform.

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## 3. FEES AND SUCCESS-BASED COMPENSATION

### 3.1 Annual Membership Fee

**Standard Annual Fee:** €1,000 (one thousand euros) + VAT

Early bird discounts may be offered from time to time for new members.

**Mission-Aligned Consideration:**

In exceptional cases, KOMPASSIUM may waive the annual membership fee for companies with extraordinary mission alignment, social impact potential, or resource constraints. This is evaluated on a case-by-case basis during the application review process and is solely at KOMPASSIUM's discretion.

**Payment Terms:**

- Membership begins upon successful payment completion (or fee waiver approval)
- Payment via bank transfer or credit card
- VAT will be added at applicable rate (19% standard rate in Germany; reverse charge may apply for EU B2B)
- Currency: EUR (euros)

**No Automatic Renewal:** SEED membership does not automatically renew. After one year, you may apply for INNOVATORS membership if you have achieved sufficient progress.

### 3.2 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)

### 3.3 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:**

- Seed investment raised from KOMPASSIUM-introduced investor: €500,000
- Success fee due to KOMPASSIUM: €500,000 × 5% = €25,000

**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. (Note: Such large raises are uncommon at seed stage but provision applies if it occurs.)

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

### **3.4 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: June 1, 2026
- Measurement period: June 1, 2026 to May 31, 2027
- Total invoiced to distributor during this period: €200,000
- Success fee due to KOMPASSIUM: €200,000 × 5% = €10,000

**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 if quarterly reporting is burdensome for early-stage operations.

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

### 3.5 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
- Pilot agreements that convert to commercial distribution
- Follow-on purchase orders and expanded territories with same distributor within protection period

### 3.6 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
- Accelerator or incubator program funding (non-dilutive grants)
- Competition prizes or awards
- Bank loans, credit facilities, or debt financing
- Crowdfunding or public offerings
- Investments from pre-existing investors (documented in Schedule A)
- Friends and family funding (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
- Pilot agreements with no commercial revenue (testing only)

### **Excluded Parties:**

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

## **3.7 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 approval.

### **Schedule A should list:**

- All investors with whom you have ongoing discussions or prior investment relationships
- All distributors with whom you have existing relationships or active discussions
- Friends and family investors who may invest during your membership
- Any advisors, accelerators, or intermediaries currently supporting your fundraising
- 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 approval if you inadvertently omit any pre-existing relationships. After 30 days, Schedule A is considered complete and binding.

## **3.8 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.

### 3.9 Payment Method and Currency

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

**Payment Flexibility for Early-Stage:** We understand cash flow challenges at seed stage. If a success fee payment creates significant hardship, contact us to discuss payment plan options. We approach this collaboratively.

#### 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

### 3.10 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. However, we will work with early-stage companies facing cash flow challenges before pursuing collection.

### 3.11 Simplified Reporting for Early-Stage

Recognizing early-stage operational constraints, SEED members may provide simplified reporting (founder certification of revenue figures) rather than full financial audits. KOMPASSIUM reserves audit rights but will exercise them reasonably.

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## 4. YOUR RESPONSIBILITIES AS A SEED MEMBER

### 4.1 Company Representations

You represent and warrant that:

- Your company is legally established (or in formation process)
- You have appropriate intellectual property protection or strategy



- Product information and claims provided are accurate
- You are pursuing or have clarity on regulatory pathway
- Financial information provided is accurate to best of your knowledge
- 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 and authentically with investors and distributors
- Provide accurate information during due diligence
- Conduct negotiations in good faith
- Maintain confidentiality of investor and distributor information
- Participate actively in quarterly meetings and relevant knowledge sessions
- Be open to feedback and guidance from ecosystem mentors

## **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 (simplified format acceptable)
- Report all funding received from introduced investors
- Maintain reasonable records supporting success fee calculations
- Respond to reasonable information requests

## **4.4 Progress and Development**

You agree to:

- Work actively toward achieving your development milestones
- Make reasonable progress during your one-year SEED membership
- Consider upgrading to INNOVATORS tier if you achieve sufficient traction
- Provide updates on your progress during quarterly meetings

## **4.5 Prohibited Conduct**

You agree not to:

- Misrepresent your company's technology, regulatory status, or development stage
- Share login credentials or Platform access with unauthorized parties
- Use Platform solely to gather information without genuine participation
- Circumvent KOMPASSIUM to avoid success fees (see Section 6)

- Engage in illegal activities or behavior that harms ecosystem reputation

## 4.6 Compliance Obligations

You agree to:

- Comply with applicable laws as they apply to your stage and activities
  - Pursue necessary regulatory approvals as you advance development
  - Adhere to anti-corruption and anti-bribery principles
  - Protect personal data appropriately for your stage of operations
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# 5. CONFIDENTIALITY

## 5.1 Confidential Information

"**Confidential Information**" includes:

- Investor and distributor 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
- Mentor advice and guidance provided within ecosystem
- 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 founding team and necessary advisors
- 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 investors and distributors. These relationships constitute valuable assets.

## 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, competitions, accelerators)
- 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, 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
- KOMPASSIUM may terminate your membership
- KOMPASSIUM reserves all legal remedies available

## **6.6 Good Faith Standard**

Both parties agree to act in good faith. We understand early-stage companies face complex relationship dynamics. Inadvertent errors 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 Investor/Distributor IP**

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

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# **8. MEMBERSHIP TERM & NON-RENEWAL**

## **8.1 Term**

**Initial Term:** One (1) year from your approval date.

**Non-Renewable:** SEED membership is a one-year development program and does not automatically renew.

## 8.2 After One Year

At the end of your SEED membership term:

**Option A: Graduate to INNOVATORS** If you have achieved sufficient progress (typically raising seed/Series A funding, establishing initial traction), we encourage you to apply for INNOVATORS membership. Successful SEED members receive priority consideration for INNOVATORS approval.

**Option B: Continue Development Independently** If you need more time for development, you may continue working on your venture outside the Platform and reapply to INNOVATORS when ready.

**Option C: Request Extension (Rare)** In exceptional circumstances, KOMPASSIUM may approve a one-time extension of SEED membership for up to 6 additional months. This requires demonstrating significant progress and remaining roadblocks beyond your control. Extensions are rare and at KOMPASSIUM's sole discretion.

## 8.3 Early Termination by You

You may terminate your SEED membership at any time by providing 30 days' written notice to [contact@kompassium.com](mailto:contact@kompassium.com).

**No refund** is provided for the annual membership fee after the evaluation period (Section 8.4).

## 8.4 Evaluation Period with Refund

### 14-Day Money-Back Guarantee

We offer a **14-day money-back guarantee** to all SEED members:

- You may request a full refund within 14 days of approval/payment by emailing [contact@kompassium.com](mailto:contact@kompassium.com)
- No questions asked - we'll process your refund promptly
- This applies to all members worldwide

### After 14 Days:

After 14 days from payment, no refunds are provided, except:

- If we terminate without cause: Pro-rata refund for unused full months
- As required by mandatory law: We comply with all applicable legal requirements

## 8.5 We Can Terminate If

We may terminate immediately if you:

- Materially breach these Terms and don't remedy within 30 days of written notice
- Violate confidentiality obligations
- Intentionally circumvent success fee obligations
- Fail to pay annual membership fee or success fees
- Provide materially false information about your company
- Show no meaningful progress or engagement during membership
- Engage in illegal or reputationally harmful conduct

## 8.6 Effect of Termination or Non-Renewal

Upon termination or at end of term:

- Platform access ends
- No new introductions will be provided
- Ongoing partnership discussions with introduced parties may continue directly
- **Success fee obligations survive for all transactions that close within the protection period**, even after membership ends
- Confidentiality obligations survive for 5 years
- You must cease using KOMPASSIUM's name and branding

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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 investor or distributor information (you must conduct your own due diligence)
- That investors have available capital or distributors have market capabilities
- Uninterrupted or error-free service
- That every introduction will result in successful partnership or investment
- That your company will achieve product-market fit or funding success

## 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 fee you paid (€1,000 or waived amount)

**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 investors and distributors
- Negotiating appropriate terms in partnerships and investments
- Regulatory compliance and product development
- All business decisions and agreements you enter
- Accuracy of information provided to partners and investors
- Your company's success or failure

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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. Given the early-stage nature of SEED membership, we commit to approaching disputes collaboratively and reasonably.

## **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.

### **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 SEED 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 and introduction services. Our success fees align our interests with your growth objectives.

## **11.3 One-Year Development Program**

SEED is a one-year development program, not an ongoing membership. Plan to graduate to INNOVATORS after achieving sufficient progress.

## **11.4 Pre-Existing Relationships**

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

## **11.5 Early-Stage Support Approach**

We understand early-stage challenges and will approach all aspects of this partnership with reasonable flexibility while maintaining ecosystem integrity.

## **11.6 Platform Changes**

We may update Platform features with reasonable notice when practicable.

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# **12. CONTACT & SUPPORT**

### **Questions about these Terms:**

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

Phone: +49 172 2503337

### **Application inquiries:**

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

Subject: SEED Application

### **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 clicking "I Agree" and completing payment (or accepting fee waiver) on behalf of your company, you confirm that:

- You have read and understood these Terms, including success fee obligations
- 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
- You understand SEED is a one-year non-renewable program
- Your membership begins immediately upon approval and payment/waiver

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

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## QUICK REFERENCE SUMMARY (NON-BINDING)

Item	Details
Annual Fee	€1,000 + VAT ( <b>early bird</b> discounts may apply; may be waived for exceptional mission alignment)
Fundraising Success Fee	5% of capital raised (reduced rate for >€5MM)
Distribution Success Fee	5% of first-year gross revenues (sell-in)
What You Get	Early-stage investor introductions + Strategic partnership exploration + All EXPELTE benefits + Mentorship
Membership Type	Approval-based
Evaluation Period	14 days full refund
Term	1 year, non-renewable (graduation to INNOVATORS encouraged)
Protection Period	24 months from introduction
Success Fee Payment	Within 30 days of receiving funds (fundraising); Quarterly (distribution)
Pre-Existing Relationships	Complete Schedule A within 5 business days
Confidentiality	5 years post-termination

## SCHEDULE A - PRE-EXISTING RELATIONSHIPS

(To be completed within 5 business days of approval)

## SECTION 1: PRE-EXISTING INVESTOR RELATIONSHIPS

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

Investor/Fund Name	Primary Contact	Relationship Status	Last Contact Date	Investment Type
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## SECTION 2: FRIENDS & FAMILY INVESTORS

List friends and family members who may invest during your membership:

Name	Relationship to Founder	Expected Investment Timing
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## SECTION 3: PRE-EXISTING DISTRIBUTOR RELATIONSHIPS

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

Distributor Name	Primary Contact	Relationship Status	Discussion Date	Territory
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## SECTION 4: ACCELERATORS, ADVISORS & OTHER SUPPORT

List accelerators, advisors, or intermediaries currently supporting your development:

Name/Organization	Role	Relationship Status	Engagement Date
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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:** \_\_\_\_\_

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