



## **FEES AND COMPENSATION DISCLOSURE (SUMMARY)**

Last updated: April 6th, 2026

### **Regulatory Disclaimer**

The success fee is charged solely for the introduction service. Karpén Partners does not participate in, structure, negotiate or execute any underlying transaction and assumes no responsibility for its performance or legality.

### **1. PURPOSE**

**1.1** This disclosure summarises the general approach of Karpén Partners Pte. Ltd. (“Karpén Partners”) to fees and compensation in connection with its role as an independent introducer of potential commercial counterparties.

**1.2** This document is provided for transparency purposes only and does not replace any specific engagement agreement, introduction agreement, or success fee agreement entered into with a client.

### **2. BUSINESS MODEL**

**2.1** Karpén Partners operates as a non-regulated business introductions firm.

**2.2** Karpén Partners’ role is limited to identifying possible commercial alignment between parties and, where appropriate, procuring an initial introduction.

**2.3** Karpén Partners does not provide investment advice, financial advice, legal advice, tax advice, regulatory advice, valuation advice, corporate finance advice, brokerage services, arranging services, placement services, structuring services, or execution services.

### **3. NATURE OF COMPENSATION**

**3.1** Compensation payable to Karpén Partners may, where contractually agreed, include:

- success-based fees linked to an introduction that results in a direct commercial relationship between introduced parties;
- fixed introduction fees;
- fixed engagement fees for agreed preliminary introduction-related work; or
- other fees expressly documented in a written agreement.



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**3.2** Any compensation payable to Karpen Partners must be set out in a separate written agreement or other written contractual arrangement.

**3.3** Unless expressly agreed otherwise in writing, no fee is payable merely by reason of exploratory discussions taking place after an introduction.

## **4. BASIS OF COMPENSATION**

**4.1** Any fee payable to Karpen Partners is intended to be consideration solely for its introduction of potential commercial counterparties.

**4.2** Karpen Partners does not receive compensation for:

- providing investment or financial advice;
- recommending whether any person should proceed with a transaction or arrangement;
- soliciting investors or marketing investment opportunities;
- arranging regulated transactions;
- structuring transactions;
- negotiating transaction terms; or
- executing transactions.

**4.3** Karpen Partners' compensation is not intended to relate to any regulated activity and should not be interpreted as payment for advisory, brokerage, arranging, placement, execution, or other regulated services.

## **5. SUCCESS-BASED FEES**

**5.1** Where specifically agreed in writing, Karpen Partners may receive a success-based fee if an introduction results in a direct and demonstrable commercial outcome between the relevant parties.

**5.2** The applicable trigger event, calculation method, timing of payment, and any tail period shall be governed exclusively by the relevant written agreement.

**5.3** For the avoidance of doubt, any success-based fee is intended to compensate Karpen Partners for the introduction itself and not for subsequent negotiations, due diligence, documentation, execution, or completion work carried out by the parties or their advisers.

## **6. SOURCE OF COMPENSATION**

**6.1** Fees are typically paid by the party that has engaged Karpen Partners under the relevant agreement.



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**6.2** Karpén Partners will not receive compensation from more than one party in connection with the same introduction unless:

- (a) this is clearly documented in writing;
- (b) the arrangement is considered appropriate in light of applicable conflict and compliance considerations; and
- (c) relevant disclosure is made where appropriate.

**6.3** Karpén Partners reserves the right not to proceed with, or to terminate, any fee arrangement that may create unacceptable legal, regulatory, compliance, reputational, or conflict concerns.

## **7. CONFLICTS OF INTEREST**

**7.1** Fee arrangements, particularly success-based fee arrangements, may give rise to actual, potential, or perceived conflicts of interest.

**7.2** Karpén Partners assesses such matters internally and may implement mitigating measures, make disclosures where appropriate, or decline/terminate an engagement where necessary.

**7.3** Further information is available in Karpén Partners' Conflicts of Interest materials.

## **8. NO RELIANCE**

**8.1** Parties must not rely on Karpén Partners for any advice, recommendation, opinion, or assessment regarding:

- the suitability of a counterparty;
- the merits of a commercial relationship;
- the advisability of entering into a transaction; or
- the legal, tax, financial, or regulatory consequences of any arrangement.

**8.2** Each party is responsible for making its own independent assessment and obtaining advice from appropriately qualified professional advisers where needed.

## **9. NO FUNDS HANDLING**

**9.1** Karpén Partners does not hold, receive, control, transmit, or otherwise handle client money, investor money, securities, or transaction proceeds.

**9.2** All payments relating to any commercial arrangement between introduced parties are to be made directly between those parties in accordance with their own contractual arrangements.



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## **10. REGULATORY POSITION**

**10.1** Karpén Partners is not licensed by the Monetary Authority of Singapore and does not hold itself out as carrying on regulated financial services.

**10.2** Karpén Partners' compensation arrangements are intended to remain within a non-regulated business introductions model.

**10.3** Karpén Partners may refuse any engagement, scope of work, or fee arrangement that, in its view, could require licensing, authorisation, registration, or conduct inconsistent with a pure introductions role.

## **11. CONTACT**

**11.1** For any questions regarding fees or compensation, please contact:

Compliance - Karpén Partners Pte. Ltd.

Email: [\*\*compliance@karpenpartners.com\*\*](mailto:compliance@karpenpartners.com)