

## INTERNATIONAL STRATEGIC ADVISORY MASTER SERVICES AGREEMENT (ISAMSA)

Master Agreement #1: Strategic, Regulatory & Policy Framework

This Master Services Agreement ("Agreement") is entered into by and between Kalux Advisory, an EU-based international strategic advisory firm ("Kalux"), and the [Entity Legal Name] ("Client").

### 1. Scope of Advisory Services

- 1.1 Strategic Capacity: Kalux provides strategic, regulatory, policy, technology, AI, sustainability, and cross-border advisory services strictly in an advisory capacity.
- 1.2 Explicit Exclusions: Kalux does not engage in sales, brokerage, placement, solicitation, negotiation, transaction execution, capital raising, or the representation of the Client before third parties.

### 2. Independent Status & "Economic Reality"

- 2.1 Independent Contractor: Kalux acts solely as an independent advisory firm and not as a commercial agent, broker, finder, intermediary, or partner.
- 2.2 Economic Reality Principle: The Parties acknowledge that economic reality governs legal classification under EU, UK, Irish, Portuguese, and U.S. laws. Contractual labels do not override the substance of the advisory relationship.

### 3. Compensation (Mandatory Compliance)

- 3.1 Permitted Structures: Compensation is restricted to lawful, non-transactional models: fixed advisory fees, monthly retainers, hourly/daily rates, or project-based consulting fees.
- 3.2 Prohibited Fees: To maintain regulatory integrity, transaction-based commissions, success fees tied to financing or deal execution, and percentage-based referral fees are strictly prohibited.

### 4. Regulatory Compliance

The Parties shall comply with all applicable statutes, including the EU Commercial Agents Directive (86/653/EEC), UK Commercial Agents Regulations 1993, EU GDPR, and UK GDPR.

### 5. Data Protection & The "Relationship Firewall"

- 5.1 Independent Data Controller: Regarding proprietary relationships and professional networks originated by Kalux ("Relationship Data"), Kalux acts as an Independent Data Controller.
- 5.2 Proprietary Capital: Relationship Data constitutes proprietary professional capital developed independently by Kalux. The Client shall not unilaterally reclassify Kalux introductions as "house accounts" or "pre-existing prospects".
- 5.3 Universal DPA: All data processing is governed by the Universal Data Processing Addendum (DPA) attached to each Statement of Work (SOW).

## 6. Relationship Ownership & Non-Circumvention

- 6.1 Ownership of Origination: Kalux retains exclusive ownership of its proprietary relationships and market access.
- 6.2 Non-Circumvention: For a period of [12-24] months following termination, the Client shall not circumvent Kalux by engaging independently with introduced parties to deprive Kalux of agreed recognition or compensation.

## 7. Governing Law & Mandatory Protections

This Agreement is governed by Portuguese law, without prejudice to mandatory EU, UK, and Irish statutory protections, which apply regardless of forum.

## 8. Limitation of Liability

Neither Party shall be liable for indirect, consequential, or speculative damages. Kalux shall not be liable for the Client's commercial, regulatory, or transactional outcomes resulting from the advice provided.

## 9. Term & Termination

This Agreement commences on the Effective Date and may be terminated by either Party upon 30 days' written notice, or immediately for legal or regulatory non-compliance.

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## Note for Interested Parties

The ISAMSA framework is the default and lowest-risk structure for cross-border engagements. It is meticulously engineered to satisfy the standards of global regulators and insurers by isolating "thinking and advising" from transactional execution.

For engagements requiring outcome-linked incentives or equity participation, Kalux utilizes separate, specialized frameworks (SPIAA and ECSPA) to maintain strict regulatory compliance.