

## STRATEGIC PERFORMANCE & INCENTIVE ADVISORY AGREEMENT (SPIAA)

### Master Agreement #2: Outcome-Linked & Performance Framework

This Master Agreement governs strategic advisory engagements where compensation includes performance-based or incentive-linked elements. It is designed to ensure that such incentives reflect strategic causation rather than transactional execution, preserving the firm's status as an independent advisory entity.

#### 1. Purpose & Independent Advisory Status

- 1.1 Independent Posture: Kalux Advisory acts solely as an independent strategic advisor and not as a commercial agent, broker, finder, intermediary, or negotiator.
- 1.2 The Economic Reality Principle: The Parties acknowledge that under EU, UK, Irish, and Portuguese law, legal classification is determined by the economic reality of the relationship, not contractual labels. This agreement is structured to ensure the relationship remains strictly advisory and non-transactional.

#### 2. Scope of Performance Services

- 2.1 Advisory Focus: Services include strategic transformation, market-entry frameworks, operational scaling, and regulatory readiness programs.
- 2.2 Prohibited Activities: Kalux shall not negotiate or conclude contracts, solicit investments, execute transactions, or bind the Client to third parties.

#### 3. Compensation Structure (Performance-Bonus Model)

- 3.1 Permitted Incentives: Compensation may include fixed fees, retainers, and performance bonuses tied exclusively to internal, non-transactional benchmarks. These may include:
  - Strategic readiness thresholds.
  - Regulatory clearance milestones (e.g., EU AI Act compliance).
  - Internal KPI thresholds or infrastructure completion.
- 3.2 Strictly Prohibited Fees: To avoid reclassification as an unlicensed broker or agent, commissions based on sales, percentages of deal value, and fees dependent on the closing of third-party transactions (financing/M&A) are expressly prohibited.

#### 4. Attribution & Objective Metrics

- 4.1 Measurable Standards: All performance metrics must be objective, measurable, and internally verifiable by reference to the Client's own records.
- 4.2 Good Faith Determination: The Client shall not have unilateral discretion over the determination of causation or entitlement to incentive compensation.

## 5. Relationship Firewall & Data Protection

- 5.1 Independent Data Controller Status: Regarding proprietary professional networks and introductions originated by Kalux ("Relationship Data"), Kalux acts as an Independent Data Controller under EU and UK GDPR.
- 5.2 Proprietary Relationship Rights: Relationship Data constitutes the proprietary professional capital of Kalux. The Client is prohibited from claiming ownership of this data or unilaterally reclassifying introductions as "House Accounts".
- 5.3 Universal DPA: All data processing is governed by the Universal Data Processing Addendum (DPA), which must be attached to every Statement of Work (SOW) to ensure compliant cross-border transfers.

## 6. Regulatory Compliance & Governing Law

- 6.1 Mandatory Regimes: This agreement is designed to comply with the EU Commercial Agents Directive (86/653/EEC), the UK Commercial Agents Regulations 1993, and applicable securities regulations.
- 6.2 Governing Law: This Agreement is governed by Portuguese law, without prejudice to mandatory statutory protections of the EU, UK, and Ireland, which apply regardless of forum.

## 7. Limitation of Liability

Kalux Advisory provides strategic analysis and recommendations but does not guarantee specific commercial, financial, or transactional outcomes. Neither Party shall be liable for indirect, consequential, or speculative damages.

## Strategic Summary for Service Inquiries

The SPIAA framework is utilized when a Client seeks "skin in the game" alignment through performance-based rewards. By isolating these incentives within a non-transactional structure, Kalux maintains regulatory clarity and insurability while scaling compensation with the strategic impact of its advisory services.