

KALUX ADVISORY HYBRID MASTER AGREEMENT ISAMSA / SPIAA ARCHITECTURE

Master Agreement #4: ISAMSA / SPIAA Hybrid Architecture

EFFECTIVE DATE: [Insert Date]

BETWEEN:

Kalux Advisory

EU-based international strategic advisory firm

Headquarters: Portugal

("Advisor")

AND:

Client

("Client")

1. PURPOSE AND INDEPENDENT STATUS

1.1 Independent Advisory Status

Advisor acts solely as an independent strategic advisory firm. This Agreement does not create a commercial agency, brokerage, finder, partnership, joint venture, or fiduciary relationship.

1.2 No Authority to Bind

Advisor has no authority, express or implied, to:

- Negotiate or conclude contracts on behalf of Client
- Solicit investments or execute transactions
- Represent Client before third parties, regulators, or government bodies

1.3 Economic Reality Control

The Parties acknowledge that legal classification is determined by the economic reality of the relationship, not by contractual labels, under EU, UK, and Portuguese laws. Any provision inconsistent with Advisor's status as a non-agent, non-broker advisor is void and unenforceable.

1.4 Insurance Compatibility

Advisor confirms that the services contemplated herein are within the scope of Advisor's professional indemnity and liability insurance coverage.

2. SCOPE OF SERVICES

2.1 Advisory Services

Advisor shall provide:

- Strategic market mapping and analysis
- Regulatory analysis of EU, Portuguese, and applicable Member State frameworks
- Policy guidance and cross-border risk assessment
- Identification and vetting of strategic partners

2.2 Performance Services

Advisor may facilitate achievement of defined operational milestones. All milestones shall be:

- Defined in the Statement of Work
- Objective and measurable
- Within Client's organizational control
- Non-transactional in nature

2.3 Statement of Work

Specific services, deliverables, fees, milestones, and timelines shall be defined in one or more Statements of Work (SOW) referencing this Agreement. In the event of conflict between this Agreement and a SOW, this Agreement shall control except as expressly stated otherwise in the SOW.

3. COMPENSATION AND FINANCIAL TERMS

All compensation is strictly non-transactional and fixed.

3.1 Advisory Compensation

Client shall pay Advisor:

Advisory Retainer: Fixed monthly stipend as defined in the SOW.

Strategic Onboarding Fee: One-time fixed fee as defined in the SOW for documented strategic work and stakeholder alignment performed prior to the Effective Date.

3.2 Performance Compensation

Advisor may receive fixed-amount performance bonuses tied to internal, non-transactional benchmarks. All performance bonuses shall:

- Be defined in the SOW
- Be objective and measurable
- Be within Client's organizational control
- Be independent of third-party discretion

3.3 Prohibited Compensation

The following are strictly prohibited to avoid reclassification as a commercial agent or unlicensed broker:

- Transaction-based commissions
 - Referral fees calculated as a percentage of any transaction
 - Percentage-based fees calculated on deal value, investment size, or revenue
 - Success fees tied to third-party decisions, financing closings, or contract executions
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4. DATA PROTECTION AND RELATIONSHIP FIREWALL

4.1 Independent Data Controller

Regarding proprietary relationships and strategic networks originated by Advisor ("Relationship Data"), Advisor acts as an Independent Data Controller under GDPR and UK GDPR.

4.2 Relationship Firewall

Relationship Data constitutes proprietary professional capital. Client shall not claim ownership of Advisor's Relationship Data or reclassify Advisor's introductions as "House Accounts."

4.3 Mandatory Data Processing Addendum

All data sharing is subject to the Universal Data Processing Addendum (DPA) to meet GDPR strict liability standards. The DPA incorporates:

- EU Standard Contractual Clauses as adopted by European Commission Decision 2021/914
- Cross-border transfer safeguards under GDPR Articles 44-46
- Documentation of transfer impact assessments where required

No data transfers shall occur outside the DPA framework.

5. NON-CIRCUMVENTION

During the term and for 24 months following termination, Client shall not, directly or indirectly, circumvent Advisor by engaging independently with parties introduced by Advisor in a manner that deprives Advisor of agreed recognition or compensation.

6. GOVERNING LAW AND LIMITATION OF LIABILITY

6.1 Governing Law

This Agreement is governed by Portuguese law, without prejudice to mandatory EU, UK, and Irish statutory protections (including Decree-Law No. 178/86), which apply regardless of forum.

6.2 Limitation of Liability

Neither Party is liable for indirect or consequential damages. Advisor is not liable for Client's commercial, regulatory, or transactional outcomes.

7. TERM AND TERMINATION

7.1 Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this Section.

7.2 Termination

Either Party may terminate this Agreement upon 30 days' written notice. Either Party may terminate immediately for material breach, including legal or regulatory non-compliance by the other Party.

7.3 Survival

Sections 4 (Data Protection and Relationship Firewall), 5 (Non-Circumvention), 6 (Governing Law and Limitation of Liability), and any accrued payment obligations shall survive termination.

8. GENERAL PROVISIONS

8.1 Entire Agreement

This Agreement, together with all SOWs and the Data Processing Addendum, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

8.2 Amendments

This Agreement may be amended only by written instrument signed by both Parties.

8.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures.

8.4 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

EXECUTION

KALUX ADVISORY

By: _____

Name: Sandi Andersen

Title: Managing Principal

Date: _____

(Client)

By: _____

Name: _____

Title: _____

Date: _____

Regulatory Compliance Summary

Regulation

Compliance Provision

GDPR Articles 44-46

Section 4.3 – Mandatory DPA with SCCs

GDPR Article 5(2)

Section 4.1 – Independent Data Controller status; documented accountability

EU AI Act Articles 13, 43, 73

Section 2 – Advisory services include regulatory analysis and compliance documentation

EU Directive 86/653/EEC

Section 3.3 – Prohibits transaction-linked commissions; Section 1.3 – Economic reality control

Portuguese Decree-Law 178/86

Section 1.3 – Economic reality control; Section 6.1 – Mandatory statutory protections preserved

AIMA Residency Requirements

Section 3.1 – Fixed, documented retainer; documented governance structure
