

KALUX ADVISORY NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of **_____** (the "Effective Date") by and between:

Kalux Advisory, an EU-based international strategic advisory firm with its principal place of business at [Insert Address], Lisbon, Portugal ("Disclosing Party");

and

[Recipient Legal Name], a [Jurisdiction] entity with its principal place of business at [Insert Address] ("Recipient").

The Disclosing Party and Recipient may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Disclosing Party possesses certain proprietary and confidential information relating to its business, strategic advisory methodologies, professional network, client relationships, and operational practices (collectively, the "Purpose"). The Recipient acknowledges that in the course of discussions, evaluations, or potential engagements between the Parties, the Disclosing Party may disclose such information to the Recipient. This Agreement governs the confidentiality, use, and protection of all information disclosed hereunder.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "Confidential Information" means any and all information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, or finances, disclosed by or on behalf of the Disclosing Party to the Recipient, whether in oral, written, graphic, electronic, or machine-readable form.

2.2 Relationship Data. Without limiting the generality of the foregoing, Confidential Information expressly includes all information pertaining to the Disclosing Party's proprietary relationships, professional network, business introductions, client lists, prospect identities, contact details, and strategic contacts originated or developed by the Disclosing Party (collectively, "Relationship Data").

2.3 Exclusions. Confidential Information shall not include information that the Recipient can demonstrate by competent written proof:

- (a) is or becomes generally available to the public other than as a result of a disclosure by the Recipient in violation of this Agreement;
- (b) was available to the Recipient on a non-confidential basis prior to its disclosure by the Disclosing Party;
- (c) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party; or
- (d) is independently developed by the Recipient without reference to or reliance upon the Confidential Information.

3. OBLIGATIONS OF RECIPIENT

3.1 Obligation of Confidence. The Recipient agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials of a similar nature, but in no event less than a reasonable standard of care).

3.2 Non-Use and Non-Disclosure. The Recipient shall not:

- (a) use any Confidential Information for any purpose other than the Purpose; or
- (b) disclose any Confidential Information to any third party, except as expressly permitted in Section 4 below.

3.3 The Relationship Firewall. Without limiting the generality of Section 3.2, the Recipient specifically agrees that it shall not use, reference, or disclose any Relationship Data to:

- (a) circumvent, bypass, or appropriate the Disclosing Party's professional relationships for the Recipient's own benefit or for the benefit of any third party;
- (b) unilaterally reclassify, designate, or treat any introduction, contact, or prospect identified in the Relationship Data as a "house account," "existing customer," "lead," or otherwise exclude such introduction from any future compensation or recognition due to the Disclosing Party; or
- (c) directly or indirectly solicit, contact, or engage with any third party identified in the Relationship Data without the Disclosing Party's prior written consent, where such solicitation, contact, or engagement is for a purpose outside the scope of any mutually agreed engagement between the Parties.

3.4 Survival of Obligations. The obligations set forth in this Section 3 shall survive the termination or expiration of this Agreement and any proposed engagement between the Parties for a period of five (5) years from the date of disclosure, or indefinitely for Confidential Information constituting a trade secret under applicable law.

4. PERMITTED DISCLOSURES

4.1 Representatives. The Recipient may disclose Confidential Information to its directors, officers, employees, consultants, and professional advisors ("Representatives") who:

- (a) have a bona fide need to know such information for the Purpose;
- (b) are bound by written obligations of confidentiality and non-use at least as restrictive as those contained herein; and
- (c) have been informed of the confidential nature of such information.

The Recipient shall be fully responsible for any breach of this Agreement by any of its Representatives.

4.2 Required by Law. The Recipient may disclose Confidential Information to the extent required by applicable law, regulation, or court order; provided that the Recipient:

- (a) gives the Disclosing Party prompt written notice of such requirement, to the extent legally permissible;
- (b) cooperates with the Disclosing Party, at the Disclosing Party's expense, in any effort to obtain a protective order or other confidential treatment; and
- (c) discloses only the minimum information required to comply.

5. DATA PROTECTION & GDPR COMPLIANCE

5.1 Personal Data. To the extent any Confidential Information includes personal data (as defined in the EU General Data Protection Regulation (Regulation 2016/679, "GDPR") or the UK GDPR), the Recipient agrees to process such personal data solely for the Purpose and in strict compliance with all applicable data protection laws.

5.2 Independent Controller Status. Each Party acknowledges that, with respect to any personal data contained within Confidential Information disclosed hereunder, the Disclosing Party acts as an Independent Data Controller. This Agreement does not create a joint controllership, processor, or data broker relationship between the Parties.

5.3 International Transfers. The Recipient shall not transfer any personal data contained within Confidential Information to a third country or international organization outside the European Economic Area or the United Kingdom without implementing appropriate safeguards as required by Chapter V of the GDPR or UK GDPR, including but not limited to Standard Contractual Clauses approved by the European Commission.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the Disclosing Party's request, or upon termination of discussions between the Parties, the Recipient shall promptly:

- (a) return all tangible materials, documents, and media containing Confidential Information; or
- (b) at the Disclosing Party's option, destroy all such materials and certify in writing to the Disclosing Party that such destruction has occurred.

Notwithstanding the foregoing, the Recipient may retain copies of Confidential Information to the extent required for legal or regulatory compliance or as part of its standard automated backup systems, provided that such retained copies remain subject to this Agreement in perpetuity.

7. NO LICENSE OR RIGHTS

Nothing in this Agreement grants the Recipient any patent, copyright, trade secret, trademark, or other intellectual property license or right with respect to the Confidential Information. All Confidential Information remains the sole and exclusive property of the Disclosing Party.

8. NO WARRANTY

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied, regarding the accuracy, completeness, or fitness for a particular purpose of the Confidential Information.

9. REMEDIES

9.1 Equitable Relief. The Recipient acknowledges that a breach of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies for any actual or threatened breach, without the necessity of posting bond or proving actual damages.

9.2 Cumulative Remedies. All remedies afforded under this Agreement shall be cumulative and in addition to any other remedies available at law or in equity.

10. LIMITATION OF LIABILITY

Except for a breach of Sections 3, 5, or 9.1, or liability arising from fraud or willful misconduct, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Portugal, without regard to its conflict of laws principles. This governing law clause shall not prejudice the mandatory statutory protections afforded to either Party under the laws of the European Union or the United Kingdom, which shall apply regardless of the chosen forum.

11.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall first be submitted to good-faith negotiations between the Parties. If the dispute cannot be resolved within thirty (30) days, either Party may refer the dispute to mediation at the Lisbon Commercial Arbitration Centre (Centro de Arbitragem Comercial de Lisboa) or a mutually agreed mediator. If mediation is unsuccessful, either Party may seek judicial relief in the courts of Lisbon, Portugal, subject to Section 11.1.

12. MISCELLANEOUS

12.1 Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years. Obligations of confidentiality and non-use with respect to Confidential Information disclosed during the term shall survive termination or expiration of this Agreement for the periods set forth in Section 3.4.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

12.3 Amendments. No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both Parties.

12.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any subsequent breach.

12.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any invalid provision with a valid provision that most closely approximates the economic and legal intent of the invalid provision.

12.6 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this Section shall be void.

12.7 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon delivery by a nationally recognized overnight courier; or (c) upon confirmation of transmission if sent by email to the following addresses:

If to Disclosing Party (Kalux Advisory):
Attn: [Sandi Andersen / Managing Principal]
Email: [Insert Email]
Address: [Insert Full Address, Lisbon, Portugal]

If to Recipient:
Attn: [Name / Title]
Email: [Insert Email]
Address: [Insert Full Address]

12.8 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. Electronic signatures and PDF signatures shall be accepted as original signatures.

13. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

KALUX ADVISORY (Disclosing Party)

By: _____
Name: Sandi Andersen
Title: Managing Principal
Date: _____

[RECIPIENT LEGAL NAME]

By: _____
Name: _____
Title: _____
Date: _____

Key Features of This NDA:

Feature	Benefit
Unilateral Protection	Protects Kalux's information only; Recipient is not disclosing information back to Kalux under this form.
"Relationship Data" Definition	Explicitly protects your client lists, network, and introductions (your "Relationship Firewall").

Non-Circumvention Clause (3.3)

Prevents Recipient from using your introductions to bypass you or claim "House Account" status.

GDPR Compliance (Section 5)

Addresses personal data, controller status, and international transfer restrictions.

Survival Period

5-year protection (standard for commercial NDAs).

Portuguese Governing Law

Consistent with your Master Agreements.

Equitable Relief

Allows you to seek an injunction to stop a breach immediately.
