Draft for legal validation. This is a structured template, not legal advice, and not a substitute for a lawyer. Enforceability, scope and wording must be validated by a qualified Luxembourg legal professional before use. Blank lines are completed by the parties at signature. Do not rely on this template as-is.

WHAT IS THIS NDA FOR?

It is a mutual **Non-Disclosure Agreement** intended to protect confidential information exchanged in the context of a potential **professional or directorship engagement**. It is signed before confidential names, structures or opportunities are disclosed, and it is governed by Luxembourg law.

1. Parties

- **Party A (Disclosing / Receiving):** Mickaël LOC, acting in a personal capacity for directorship mandates, or through Financial Services Luxembourg SARL-S for accounting and corporate-services engagements, as stated in the cover note, Luxembourg.
- **Party B (Disclosing / Receiving):** _____ (name, capacity and address).
- Obligations under this NDA are **mutual**: each party may disclose and receive.

2. Purpose

The parties wish to evaluate a potential professional, corporate-services or directorship engagement (the "Purpose") and, for that purpose, may exchange confidential information.

3. Confidential information

"Confidential Information" means any non-public information disclosed in connection with the Purpose, in any form, including business, financial, corporate-structure and client information, and the existence of the discussions. It excludes information that is public through no breach, independently developed, or lawfully received from a third party without restriction.

4. Confidentiality obligations

- Keep Confidential Information strictly confidential and use it solely for the Purpose.
- Limit access to representatives with a need to know, bound by equivalent obligations.
- No copying or onward transfer without prior written consent.

5. Permitted disclosure

Disclosure required by law, regulation or a competent authority is permitted, provided the disclosing party gives, where lawful, prior notice so protective measures can be sought.

6. Non-circumvention (optional)

Where the engagement involves introductions, the parties may agree that, for 24 months, neither will circumvent the other by dealing directly with an introduced party in relation to the Purpose without the other's prior written involvement. This clause applies only where the cover note of the engagement says so.

7. Term, return & survival

This NDA takes effect on signature and remains in force for 3 years. On request, Confidential Information is returned or destroyed. Confidentiality obligations survive termination for 3 years.

8. No licence, no obligation

Nothing grants any intellectual-property licence, obliges either party to proceed, or creates a partnership. Any engagement is contracted separately in writing through the appropriate vehicle. This NDA does not itself constitute the provision of regulated services.

9. Governing law & jurisdiction

Governed by **Luxembourg law**; the courts of Luxembourg City have exclusive jurisdiction.

10. Signatures

EXECUTION	
Party A — Mickaël LOC	Signature: _____ · Date: _____
Party B — _____	Signature: _____ · Date: _____
Place	Luxembourg

DIRECTORSHIP CONTEXT

For directorship engagements, this NDA covers confidentiality only. The mandate itself, with its personal and regulatory responsibilities, requires a separate engagement letter and the appropriate governance and substance documentation.