

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. Fields marked ✦ to confirm require real data. 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 through ✦ entity – personal or Financial Services Accountant Luxembourg, Luxembourg.
- **Party B (Disclosing / Receiving):** ✦ name, capacity, 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 ✦ e.g. 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. ✦ include or remove this clause per engagement

7. Term, return & survival

This NDA takes effect on signature and remains in force for

✦ term, e.g. 3 years. On request, Confidential Information is returned or destroyed. Confidentiality obligations survive termination for ✦ e.g. 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-Ville have exclusive jurisdiction. ✦ confirm dispute-resolution / arbitration preference

10. Signatures

EXECUTION	
Party A — Mickaël LOC	Signature: _____ · Date: _____
Party B — ✦ name	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.