

CONFIDENTIALITY AGREEMENT

Bartholdi Labs Mentor Network

Between the undersigned:

Letztec S.à r.l., a société à responsabilité limitée organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 rue de l'Ecole, L 7391 Blaschette, Grand Duchy of Luxembourg, registered with the Luxembourg Business Register (Registre de Commerce et des Sociétés) under number B [RCS to be inserted], VAT identification number [LU to be inserted], operating under the commercial brand **Bartholdi Labs**, represented by **Yves Cabanac** in his capacity as **Co Founder**, duly authorized for the purposes hereof,

(hereinafter referred to as **Bartholdi Labs**)

And:

[Full name of the Mentor], an individual residing at [residential address], born on [date of birth] in [place of birth], of [nationality] nationality, acting in their own name and on their own behalf, in their capacity as a mentor within the Bartholdi Labs Mentor Network,

(hereinafter referred to as the **Mentor**)

Letztec S.à r.l., operating under the brand Bartholdi Labs, and the Mentor are individually referred to as a Party and collectively as the Parties.

Preamble

A. Bartholdi Labs has established a mentor network (the Mentor Network) to support its clients, executives, founders, and ecosystem partners (collectively the Mentees) through advisory and mentoring engagements covering, in particular, AI Center of Excellence design, enterprise transformation, executive transitions, and international scaling.

B. In the context of the Mentor Network, the Parties may exchange information of a confidential, sensitive, strategic, technical, financial, commercial, personal, or operational nature, including trade secrets within the meaning of the Luxembourg Law of 26 June 2019 on the protection of trade secrets (transposing Directive (EU) 2016/943).

C. The Parties wish to set out in writing the terms governing the protection, use, and return of such confidential information.

It has therefore been agreed as follows:

1. Definitions

1.1 For the purposes of this Agreement, Confidential Information means any information, in any form or medium, whether oral, written, visual, electronic, or otherwise, disclosed by one Party (the Disclosing Party) to the other Party (the Receiving Party) in connection with the Mentor Network, including but not limited to:

- (a) information relating to clients, prospects, mentees, employees, partners, suppliers, and ecosystem stakeholders of Bartholdi Labs, including their identities, contact details, business situations, strategies, organizational data, and personal circumstances;
- (b) business plans, commercial strategies, pricing, financial data, methodologies, frameworks, playbooks, training materials, software, and proprietary tools developed by or for Bartholdi Labs, including the COREV™ methodology;
- (c) product roadmaps, technology stacks, source code, algorithms, data sets, AI models, and related technical documentation;
- (d) any information shared during mentoring sessions, in workshops, in written communications, or via collaboration platforms operated by or for Bartholdi Labs;
- (e) the existence and content of this Agreement and the discussions held between the Parties.

1.2 Confidential Information also includes trade secrets within the meaning of the Luxembourg Law of 26 June 2019 on the protection of trade secrets, regardless of whether such information is expressly marked as confidential.

1.3 Confidential Information includes information disclosed before the date of this Agreement and any information that, by its nature or by the circumstances of its disclosure, should reasonably be understood to be confidential.

2. Purpose

The Parties shall use Confidential Information exclusively for the purpose of fulfilling their respective roles within the Bartholdi Labs Mentor Network (the Purpose), which includes preparing, conducting, and following up on mentoring sessions, contributing to the broader mentor network activities, and supporting the development of mentees and clients of Bartholdi Labs.

3. Obligations of the Receiving Party

3.1 The Receiving Party shall:

- (a) keep all Confidential Information strictly confidential;
- (b) use Confidential Information solely for the Purpose;
- (c) protect Confidential Information using at least the same degree of care it applies to its own confidential information of a similar nature, and in any event with a level of care no less than reasonable, in line with the standards of the Luxembourg Law of 26 June 2019;
- (d) not copy, reproduce, distribute, publish, or otherwise disclose Confidential Information except as expressly permitted under this Agreement;
- (e) not use Confidential Information for personal gain, for commercial purposes outside the Purpose, or for any activity competing with Bartholdi Labs, its clients, or its mentees.

3.2 The Receiving Party may disclose Confidential Information only to its own officers, employees, advisors, or contractors on a strict need to know basis, provided that each such recipient is bound by confidentiality obligations at least as protective as those set forth in this Agreement. The Receiving Party shall remain fully liable for any breach of confidentiality by such recipients.

4. Exclusions

The obligations under this Agreement do not apply to information that the Receiving Party can demonstrate, by written and contemporaneous evidence:

- (a) was already lawfully in its possession without an obligation of confidentiality at the time of disclosure;
- (b) is or becomes publicly available through no act or omission of the Receiving Party;
- (c) is lawfully obtained from a third party who has the right to disclose it without restriction;
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (e) must be disclosed pursuant to an order of a Luxembourg court or competent authority, or pursuant to a binding legal obligation, in which case the Receiving Party shall, to the extent legally permitted, promptly notify the Disclosing Party in writing and cooperate to limit the scope of such disclosure.

5. Term and Duration of Confidentiality

5.1 This Agreement shall enter into force on the date of the last signature and shall remain in force for the entire duration of the Mentor relationship within the Mentor Network.

5.2 The confidentiality obligations set forth in this Agreement shall survive the termination of the Mentor relationship for a period of five (5) years. For trade secrets within the meaning of the Luxembourg Law of 26 June 2019, the obligations of confidentiality shall continue for as long as the information retains the qualification of a trade secret under that law.

6. Return or Destruction of Confidential Information

Upon termination of the Mentor relationship, or upon written request by the Disclosing Party at any time, the Receiving Party shall, at the option of the Disclosing Party, return or destroy all Confidential Information in its possession or control, including all copies and derivative works, and shall promptly certify such return or destruction in writing. Archival copies retained for legal or regulatory compliance purposes shall remain subject to the confidentiality obligations of this Agreement until destroyed.

7. No License or Transfer of Rights

Nothing in this Agreement shall be construed as granting any license, ownership right, or any other right or interest in any Confidential Information, intellectual property, trademark, methodology, or know how of the Disclosing Party. Confidential Information remains the exclusive property of the Disclosing Party. The Mentor expressly acknowledges that the COREV™ methodology, the Bartholdi Labs frameworks, and tools developed by or for Bartholdi Labs are proprietary and may not be reused outside the Purpose without prior written consent.

8. Personal Data and Data Protection Compliance

8.1 Where Confidential Information includes personal data within the meaning of Regulation (EU) 2016/679 (the GDPR) and the Luxembourg Law of 1 August 2018 on the protection of individuals with regard to the processing of personal data, the Receiving Party shall:

- (a) process such personal data solely for the Purpose;
- (b) comply with all applicable data protection laws, including the supervisory framework of the Commission Nationale pour la Protection des Données (CNPd);
- (c) implement appropriate technical and organizational measures to safeguard such data against unauthorized access, loss, alteration, or disclosure;

(d) not transfer such data outside the European Economic Area without the prior written consent of the Disclosing Party and a lawful transfer mechanism within the meaning of Articles 44 to 49 of the GDPR;

(e) promptly notify the Disclosing Party in writing of any actual or suspected personal data breach, in any event within seventy two (72) hours of becoming aware of it, to allow Bartholdi Labs to meet its own notification obligations under Article 33 of the GDPR.

8.2 The Mentor acknowledges that personal data of mentees and clients shall be treated with the highest level of care and shall not be retained beyond what is strictly necessary for the Purpose.

9. Conflicts of Interest and Solicitation Restrictions

9.1 The Mentor shall promptly disclose to Bartholdi Labs any actual, potential, or perceived conflict of interest arising in relation to a mentee, a client of Bartholdi Labs, a project covered by the Mentor Network, or any competing engagement, in accordance with the separately signed Conflict of Interest Declaration.

9.2 During the term of the Mentor relationship and for a period of twelve (12) months thereafter, the Mentor shall not, directly or indirectly, use Confidential Information to solicit or engage any mentee or client of Bartholdi Labs for personal commercial purposes outside the Mentor Network without the prior written consent of Bartholdi Labs.

9.3 Nothing in this clause prevents the Mentor from continuing pre existing professional relationships established prior to entering the Mentor Network, provided such relationships are disclosed to Bartholdi Labs at the time of onboarding.

10. Remedies

10.1 The Parties acknowledge that any breach of this Agreement may cause serious and potentially irreparable harm to the Disclosing Party for which monetary damages alone may be insufficient. Accordingly, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek the measures provided for under the Luxembourg Law of 26 June 2019 on the protection of trade secrets, including interim and precautionary measures, injunctive relief, and corrective measures, before the competent Luxembourg courts.

10.2 Each Party shall be liable for direct damages caused by its breach of this Agreement, subject to applicable Luxembourg mandatory law.

11. Miscellaneous

11.1 Independence of the Parties. Nothing in this Agreement shall create a partnership, employment relationship, agency, or joint venture between the Parties. The Mentor acts as an independent contributor and not as an employee of Bartholdi Labs.

11.2 No Waiver. Failure by either Party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision or of any other provision.

11.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a competent court, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith a replacement provision that reflects their original intent.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior understanding or agreement, whether oral or written.

11.5 Amendments. Any amendment to this Agreement must be made in writing and signed by both Parties.

11.6 Notices. Any notice under this Agreement shall be sent by registered letter with acknowledgement of receipt or by email with confirmation of receipt to the addresses listed at the beginning of this Agreement, or to contact@bartholdi-advisory.com for Bartholdi Labs, or to any other address subsequently notified in writing.

11.7 Assignment. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party. Letztec S.à r.l., operating under the brand Bartholdi Labs, may, however, assign this Agreement to an affiliate or to a successor entity in the context of a corporate reorganization, merger, or acquisition.

11.8 Language. This Agreement is drafted in the English language. Should a translation into French or German be required for purposes of enforcement before a Luxembourg court, that translation shall be prepared by a sworn translator and the English version shall prevail.

12. Governing Law and Jurisdiction

This Agreement is governed by and shall be interpreted in accordance with the laws of the Grand Duchy of Luxembourg. Any dispute arising out of or in connection with this Agreement shall, after a good faith attempt at amicable resolution within thirty (30) days from the written notification of the dispute, be submitted to the exclusive jurisdiction of the Tribunal d'Arrondissement de et à Luxembourg (District Court of Luxembourg), without prejudice to interim or precautionary measures that may be requested before any other competent court.

Signatures

Executed in two (2) original counterparts, one for each Party.

Place: Blaschette, Grand Duchy of Luxembourg

Date: 17 May 2026

**For Letztec S.à r.l., operating under the brand
Bartholdi Labs**

Name: Yves Cabanac
Title: Co Founder

Signature:



Yves Cabanac, Co Founder, Blaschette, 17 May 2026

For the Mentor

Name: [Full name of the Mentor]
Title: Mentor

Signature:

(signed and dated, with the handwritten mention Lu et approuvé)