

MENTOR 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 as an independent contractor, VAT identification number [if applicable], business registration [if applicable],

(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 designs, sells, and delivers AI Centers of Excellence (AI COE) to its clients, structured around the proprietary COREV™ methodology. Bartholdi Labs has built a Mentor Network of senior former executive practitioners to act as quality and execution anchors of its engagements.

B. The Mentor confirms that they hold the senior executive experience and the professional standards expected of a member of the Bartholdi Labs Mentor Network, and wish to contribute to the Network on the terms set out below.

C. The Parties acknowledge that this Agreement establishes an independent service relationship governed by Luxembourg civil and commercial law, and does not constitute a contract of employment. The Mentor remains free to perform other professional activities, subject to the conflict of interest and non solicitation undertakings set out herein.

D. The Parties have signed, or shall sign concurrently, a Confidentiality Agreement and a Conflict of Interest Declaration, both forming an integral part of the contractual relationship between the Parties.

It has therefore been agreed as follows:

1. Definitions

1.1 In this Agreement, capitalized terms have the meaning set out below:

- (a) Bartholdi Labs Materials: all methodologies, frameworks, playbooks, templates, training materials, software, and proprietary tools developed by or for Bartholdi Labs, including the COREV™ methodology.
- (b) Client: any entity contracting with Bartholdi Labs for an AI COE engagement, audit, sprint, or any related mentoring service.
- (c) Confidentiality Agreement: the Confidentiality Agreement signed by the Parties in the context of the Mentor Network.
- (d) Conflict of Interest Declaration: the Conflict of Interest Declaration signed by the Mentor in the context of the Mentor Network, refreshed annually.
- (e) COREV™ Sprint: a Bartholdi Labs 90 day execution sprint with a binary scale or kill decision at day 90.
- (f) Entry Audit: the paid mentor led diagnostic that is the front door of every Bartholdi Labs engagement, including a sales fundamentals diagnostic (Track 2) led by the Mentor Network.
- (g) Mentee: an executive, founder, or team member of a Client benefiting from a mentoring engagement.
- (h) Mentor Network: the network of independent senior practitioners coordinated by Bartholdi Labs.
- (i) Mission: a specific engagement assigned to the Mentor by Bartholdi Labs and confirmed by a Mission Order.
- (j) Mission Order: the written confirmation of a Mission, setting out scope, deliverables, timeline, time commitment, and Day Rate.
- (k) Services: the mentoring, audit, sprint, and advisory services provided by the Mentor under this Agreement.

2. Engagement and Independence

2.1 Bartholdi Labs engages the Mentor as an independent contributor of the Bartholdi Labs Mentor Network, on a non exclusive basis.

2.2 The Mentor expressly acknowledges that this Agreement is not a contract of employment. No relationship of subordination is created. The Mentor is free to organize their work, schedule, and means, subject only to the commitments freely accepted for each Mission.

2.3 The Mentor is solely responsible for their own status as an independent professional, including registration with the competent authorities, taxes, social security contributions, and any required professional licenses, in their country of residence and of activity.

2.4 Bartholdi Labs offers no guarantee of minimum volume of Missions or revenue. The Mentor remains free to accept or decline any proposed Mission.

3. Services

3.1 Scope. The Mentor may be called upon to provide the following Services:

- (a) conducting Entry Audits for Clients, including the Track 2 sales fundamentals diagnostic;
- (b) participating in COREV™ Sprints as sprint lead, sprint mentor, or senior advisor;
- (c) delivering one to one or group mentoring sessions to Mentees;
- (d) contributing to the Mentor Network through knowledge sharing, peer review of deliverables, and continuous improvement of the Bartholdi Labs Materials;

(e) any other related activity expressly accepted by the Mentor in a Mission Order.

3.2 Mission Orders. Each Mission shall be formalized in a written Mission Order issued by Bartholdi Labs and countersigned by the Mentor before execution. A Mission Order specifies at minimum: the Client, the scope and deliverables, the estimated time commitment, the timeline, the Day Rate, and any specific Client requirement.

3.3 Performance standards. The Mentor undertakes to deliver the Services with the diligence, expertise, integrity, and professional standards expected of a senior practitioner, in accordance with the COREV™ methodology and the Bartholdi Labs quality framework.

3.4 No subcontracting. The Services are *intuitu personae*. The Mentor may not subcontract or substitute any third party for the performance of the Services without the prior written consent of Bartholdi Labs.

4. Mentor Obligations

4.1 Throughout the term of this Agreement, the Mentor undertakes to:

- (a) act in the best interest of Bartholdi Labs and its Clients, with loyalty and good faith;
- (b) comply with the Confidentiality Agreement, the Conflict of Interest Declaration, and all reasonable Bartholdi Labs policies notified in writing;
- (c) be available for the Missions accepted, including preparation, execution, and follow up activities;
- (d) participate in Mentor Network coordination activities (briefings, calibration sessions, post Mission reviews) at a reasonable frequency, currently estimated at no more than two (2) hours per month outside Missions;
- (e) maintain professional liability insurance covering the Services for a minimum cover of one million euros (1,000,000 EUR), and provide evidence on request;
- (f) comply with all applicable laws and regulations, in particular tax, social security, and data protection laws;
- (g) immediately notify Bartholdi Labs of any event that may affect the Mentor's ability to perform the Services, including incapacity, regulatory issue, or criminal investigation.

4.2 The Mentor warrants that they are free of any contractual or regulatory restriction that would prevent or limit their ability to enter into this Agreement and to perform the Services.

5. Bartholdi Labs Obligations

5.1 Bartholdi Labs undertakes to:

- (a) propose Missions consistent with the Mentor's expertise, availability, and stated preferences;
- (b) provide the Mentor with the methodology, frameworks, and Bartholdi Labs Materials necessary to deliver the Services;
- (c) handle Client contracting, project governance, billing, collection, and conflict resolution at Client level;
- (d) pay the Mentor in accordance with Article 6;
- (e) protect the Mentor against undue Client demands that fall outside the agreed Mission Order.

6. Compensation and Invoicing

6.1 Day Rate. The Mentor is compensated on a per day basis. The Day Rate applicable to each Mission is specified in the relevant Mission Order, within the Bartholdi Labs internal grid in force at the date of the Mission. The applicable Day Rate is expressed in euros, excluding VAT.

6.2 Bartholdi Labs Coordination Fee. Bartholdi Labs retains a coordination, platform, and Client management fee equal to fifteen percent (15%) of the gross fees invoiced to the Client for the Mentor's Services. The Mentor's net compensation corresponds to the gross fees invoiced to the Client for the Mentor's Services minus this 15% coordination fee.

6.3 Expenses. Reasonable travel, accommodation, and meal expenses incurred at the Client's explicit request, and pre approved in writing by Bartholdi Labs, shall be reimbursed at cost upon presentation of supporting receipts and within the Bartholdi Labs expense policy.

6.4 Invoicing. The Mentor shall invoice Bartholdi Labs on a monthly basis, within ten (10) calendar days following the end of each month, detailing per Mission: Client reference, days delivered, Day Rate, and reimbursable expenses. Invoices shall mention the Mentor's VAT status where applicable.

6.5 Payment terms. Bartholdi Labs shall pay each duly issued invoice within thirty (30) calendar days of receipt, by bank transfer to the account indicated by the Mentor. Late payments shall accrue interest at the rate set by the Luxembourg Law of 18 April 2004 on payment terms and interest for late payment in commercial transactions.

6.6 VAT. Where the Mentor is registered for VAT, the Mentor shall apply the applicable VAT rate to invoices and remains solely responsible for declaring and remitting such VAT to the competent tax authority.

6.7 Withholdings. Each Party is responsible for its own taxes and social contributions. Bartholdi Labs does not deduct any withholding from amounts due to the Mentor save where required by applicable law.

7. Intellectual Property

7.1 Ownership of work product. To the maximum extent permitted by law, the Mentor irrevocably and exclusively assigns to Bartholdi Labs, as and when created, all intellectual property rights, including economic rights and rights of exploitation, in any deliverable, document, framework adaptation, code, data analysis, or material created by the Mentor in the course of the Services for Bartholdi Labs or its Clients. This assignment covers reproduction, representation, adaptation, translation, distribution, and any other form of exploitation, in any medium, for the maximum legal duration of the rights and worldwide. The Mentor's compensation under Article 6 is deemed to include consideration for this assignment.

7.2 Moral rights. To the extent permitted by Luxembourg law, the Mentor waives the exercise of moral rights that would interfere with the normal commercial exploitation of the work product by Bartholdi Labs or its Clients.

7.3 Pre existing materials. The Mentor retains ownership of their pre existing intellectual property, know how, and methodologies developed independently of this Agreement, and grants Bartholdi Labs a worldwide, non exclusive, royalty free, sublicensable license to use such pre existing materials to the extent reasonably necessary for the Services and for the continued exploitation of the deliverables.

7.4 Bartholdi Labs Materials. The COREV™ methodology, the Bartholdi Labs Materials, trademarks, and proprietary tools remain the exclusive property of Bartholdi Labs. The Mentor receives only a

limited, non transferable right to use such materials for the strict performance of the Services. Any reuse outside the Services requires the prior written consent of Bartholdi Labs.

7.5 Further assurances. The Mentor shall sign any document and accomplish any formality reasonably required by Bartholdi Labs to perfect, register, or enforce the rights assigned or licensed under this Article 7.

8. Confidentiality

Confidentiality obligations are set out in the separately signed Confidentiality Agreement, which is incorporated by reference into this Agreement and continues to apply for its full duration, including the survival periods set out therein.

9. Conflict of Interest

The Mentor has signed and undertakes to keep up to date the Conflict of Interest Declaration. Any new actual, potential, or perceived conflict shall be disclosed promptly in writing to Bartholdi Labs. The Mentor shall recuse themselves from any Mission for which a conflict has been identified, unless Bartholdi Labs expressly authorizes the continuation of the Mission in writing after full disclosure.

10. Data Protection

10.1 Where the performance of the Services involves the processing of personal data belonging to Bartholdi Labs or its Clients, the Mentor acts as a data processor on behalf of Bartholdi Labs within the meaning of Article 28 of Regulation (EU) 2016/679 (GDPR) and the Luxembourg Law of 1 August 2018 on the protection of individuals with regard to the processing of personal data.

10.2 The Mentor shall: (a) process such personal data solely on documented instructions from Bartholdi Labs and for the purpose of the Mission; (b) ensure that any person authorized to process the personal data is bound by an appropriate obligation of confidentiality; (c) implement appropriate technical and organizational measures to secure the personal data; (d) refrain from transferring personal data outside the European Economic Area without a lawful transfer mechanism under Articles 44 to 49 of the GDPR; (e) assist Bartholdi Labs in responding to data subject requests and supervisory authority enquiries; (f) notify Bartholdi Labs of any personal data breach without undue delay and in any event within seventy two (72) hours; (g) return or delete all personal data at the end of the Mission, subject to legal retention requirements.

10.3 Where required by the nature of a Mission, the Parties shall sign a separate data processing agreement (DPA) complementing the present provisions.

11. Non Solicitation

11.1 During the term of this Agreement and for a period of twelve (12) months following its termination for any reason, the Mentor shall not, directly or indirectly, solicit or engage any Client or Mentee of Bartholdi Labs that the Mentor has come into contact with through the Mentor Network, for paid mentoring, advisory, or consulting services that fall within the scope of the Bartholdi Labs offering, outside the framework of the Mentor Network and without the prior written consent of Bartholdi Labs.

11.2 The Parties acknowledge that this restriction is reasonable in scope, duration, and geographic coverage, having regard to the legitimate interests of Bartholdi Labs and the consideration received by the Mentor under this Agreement. It is governed and enforceable under Luxembourg law.

11.3 This restriction does not apply to pre existing professional relationships established by the Mentor prior to entering the Mentor Network, provided such relationships have been disclosed at onboarding in the Conflict of Interest Declaration.

11.4 During the term and for the same twelve (12) month period, the Mentor shall not solicit any employee, mentor, or close consultant of Bartholdi Labs to leave Bartholdi Labs or to join a competing activity.

12. Liability and Insurance

12.1 The Mentor performs the Services with an obligation of means, save where a Mission Order expressly imposes an obligation of result. The Mentor is liable for direct and foreseeable damages caused by gross negligence or wilful misconduct in the performance of the Services.

12.2 Save in the case of fraud, gross negligence, wilful misconduct, breach of confidentiality, breach of personal data obligations, or infringement of third party intellectual property rights, the Mentor's total aggregate liability under this Agreement is capped at the total amounts received by the Mentor under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

12.3 Neither Party shall be liable for indirect, consequential, or special damages, including loss of profit, loss of business, loss of data, or reputational damage, except where such limitation is prohibited by Luxembourg mandatory law.

12.4 The Mentor maintains professional liability insurance as set out in Article 4.1(e) and provides evidence on first request.

13. Term and Termination

13.1 This Agreement enters into force on the date of the last signature and continues for an indefinite period (*durée indéterminée*).

13.2 Either Party may terminate this Agreement at any time, without cause and without indemnity, by giving thirty (30) calendar days prior written notice.

13.3 Either Party may terminate this Agreement with immediate effect, by written notice, in the event of a material breach by the other Party that is not cured within fifteen (15) calendar days of a formal written notice setting out the breach.

13.4 Bartholdi Labs may terminate this Agreement with immediate effect, without prior notice and without indemnity, in the event of: (a) breach of confidentiality or conflict of interest obligations; (b) gross negligence or wilful misconduct of the Mentor; (c) reputational risk affecting the Mentor that is incompatible with the standards of the Mentor Network; (d) loss of the professional liability insurance required by this Agreement; (e) sustained unavailability of the Mentor inconsistent with the accepted Missions.

13.5 Upon termination, Missions accepted prior to the effective date of termination shall be completed by the Mentor under the same conditions, unless otherwise agreed in writing. Articles 7, 8, 9, 10, 11, 12, 14, and 15 shall survive termination.

14. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement caused by an event of force majeure within the meaning of Luxembourg civil law. The affected Party shall promptly notify the other and use commercially reasonable efforts to resume

performance. If the force majeure event lasts more than ninety (90) days, either Party may terminate this Agreement without indemnity.

15. Miscellaneous

15.1 Notices. Notices under this Agreement shall be sent by registered letter with acknowledgement of receipt or by email with confirmation of receipt to the addresses indicated above, or to contact@bartholdi-advisory.com for Bartholdi Labs.

15.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. 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.

15.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a competent Luxembourg 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.

15.4 Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Conflict of Interest Declaration, and each Mission Order, constitutes the entire agreement between the Parties regarding the Mentor's engagement and supersedes any prior understanding.

15.5 Amendments. Any amendment to this Agreement must be made in writing and signed by both Parties. Mission Orders, however, may be exchanged by countersigned email or via the Bartholdi Labs onboarding and mission management platform.

15.6 Language. This Agreement is drafted in the English language. Where a translation into French or German is required for enforcement before a Luxembourg court, the translation shall be prepared by a sworn translator and the English version shall prevail between the Parties.

15.7 No partnership. Nothing in this Agreement creates a partnership, agency, joint venture, or fiduciary relationship between the Parties beyond what is expressly set out herein.

16. 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, 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)