



SUPPLEMENTAL CONFIDENTIALITY ACKNOWLEDGEMENT (SCA)

This Supplemental Confidentiality Acknowledgement (the "SCA") is accepted as of [[AcceptanceDate]] by [[TeamMember-LegalName]] (the "Team Member") for the scope identified below.

1.0 Purpose

The SCA activates confidentiality, security, data-handling, access, or related requirements that Alescent is required or has reasonably agreed to extend to Team Members for a specific customer, partner, account, engagement, workstream, system, or category of information. It supplements the Team Member's baseline obligations and does not apply outside the identified scope.

A Team Member may have no SCA, one SCA, or multiple SCAs in effect concurrently. Each SCA applies independently only to the Team Member, information, systems, activities, and period identified in its Scope Record.

2.0 Scope Record

- **Customer or third party.** [[FlowDownSourceLegalName]]
- **Account, engagement, or workstream.** [[FlowDownScopeIdentifier]]
- **Applicable assignment or role.** [[ApplicableAssignmentOrRoleReference]]
- **Covered information or systems.** [[CoveredInformationOrSystems]]
- **Permitted purpose.** [[PermittedPurpose]]
- **Effective date.** [[FlowDownEffectiveDate]]
- **End date, review date, or triggering event.** [[FlowDownEndOrReview]]
- **Source agreement or requirement reference.** [[FlowDownSourceReference]]
- **Alescent requirement owner.** [[AlescentRequirementOwner]]

3.0 Authorized Access

Access is limited to the Team Member's need to know for the Permitted Purpose. The Team Member shall obtain information only through authorized persons, channels, repositories, and systems and shall not seek access by another route.

Authorized persons or groups: [[AuthorizedPersonsOrGroups]]

Authorized disclosure or access route: [[AuthorizedDisclosureOrAccessRoute]]

4.0 Flow-Down Requirements

The following requirements apply within the Scope Record. They should state the operational obligation and, where appropriate, identify the corresponding source provision without unnecessarily reproducing restricted customer information.

[[FlowDownRequirements]]

5.0 Digital Copies and Permitted Use

Unless a requirement in Section 4.0 expressly and validly states otherwise, the Team Member may create, transmit, cache, synchronize, store, or otherwise cause digital copies or instances only to the extent reasonably necessary for the Permitted Purpose or resulting from the ordinary operation of systems authorized for that Purpose.

All copies and instances remain subject to this SCA. The Team Member shall not use covered information to build unrelated expertise, assist another customer, develop marketing claims, conduct competitive analysis, or train an external artificial-



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intelligence system, except where the source party has expressly authorized that use in writing.

6.0 Safeguards and Incident Notification

- **Required safeguards.** [[RequiredSafeguards]]
- **Storage, device, or location restrictions.** [[StorageDeviceOrLocationRestrictions]]
- **Incident-reporting deadline and route.** [[IncidentReportingRequirement]]

The Team Member shall immediately notify Alescent upon becoming aware of an actual or suspected violation and shall reasonably cooperate with investigation, containment, notification, remediation, and preservation of evidence.

7.0 Return, Destruction, and Retention

- **Return or destruction trigger.** [[ReturnOrDestructionTrigger]]
- **Required completion period.** [[ReturnOrDestructionPeriod]]
- **Permitted retention exceptions.** [[PermittedRetentionExceptions]]
- **Certification required.** [[CertificationRequirement]]

Unless expressly prohibited in Section 4.0, technically unavoidable copies in authorized backups, archives, logs, or version histories may remain until deleted in the ordinary course, provided they are not restored or used except for the purpose requiring retention, business-continuity recovery, security investigation, or legal compliance and remain protected by this SCA.

8.0 Duration and Survival

The requirements survive for [[FlowDownSurvivalPeriodOrCondition]], but only for covered information received or accessed within the Scope Record.

9.0 Relationship and Precedence

The MNDA and Access and Terms of Use remain the baseline obligations. Within the Scope Record, each requirement in Section 4.0 that expressly identifies a stricter or additional obligation prevails over the baseline solely to the extent necessary to give effect to that requirement. No SCA changes compensation, authority, intellectual-property ownership, indemnity, liability limits, dispute resolution, or another commercial term unless the Team Member separately agrees to that change in an instrument authorized to address it.

If a customer requires the Team Member to execute its form directly or to accept identical terms, that executed form shall be attached or referenced here and will govern only to its stated scope. Alescent shall not disclose restricted source agreements to the Team Member unless authorized, but shall provide enough information for the Team Member to understand and perform every obligation being accepted.

10.0 Evidence and Access Gate

No covered access shall be granted until Alescent records the Team Member's acceptance, the applicable version, the Scope Record, and the access decision. Alescent may provide this SCA or relevant excerpts to the applicable customer, its auditors, or regulators solely to demonstrate compliance, subject to appropriate redaction of unrelated information.

The Team Member may decline this SCA before accepting the related assignment or access. Declining means the Team Member is not authorized for the identified scope.



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11.0 Acknowledgment

The Team Member confirms receipt of sufficient information to understand and comply with the requirements and agrees to be bound within the Scope Record.

Team Member	Alescent, Inc.
By:	By:
Name: [[TeamMemberLegalName]]	Name: [[AuthorizedPersonNameAlescent]]
Title / Relationship: [[TeamMemberTitleOrRelationship]]	Title: [[AuthorizedPersonTitleAlescent]]
Date: [[Date]]	Date: [[Date]]