

# MASTER AGREEMENT

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Regarding Alescent and [[Company]], effective [[Date]]

THIS MASTER AGREEMENT (the "Agreement") is made and entered into as of [[Date]] by and between:

Alescent, Inc. ("Alescent"), having its place of business at

1055 W. Hastings, Suite 300, Vancouver, British Columbia, Canada, V6E 2E9

(or by email at LegalServices@Alescent.com)

and

[[Company]] ("Entity"), having its principal place of business at

[[CompanyAddress]]

(or by email at [[CompanyEmail]])

WHEREAS Alescent and Entity (together, the "Parties", and each individually a "Party") desire to establish a governing contractual framework under which one or more defined relationships, roles, and/or specific assignments may be established from time to time, subject to the terms of this Agreement and any applicable schedules executed pursuant hereto;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound, do agree as follows.

## 1. Purpose and Intent

This Agreement establishes a common contractual framework governing the relationship between Alescent and external parties, including individuals and organizations, who may act in various roles or who may be assigned specific, non-role-based responsibilities in support of Alescent's business activities, including customer-, partner-, engagement-, product-, or account-specific assignments. Its purpose is to define baseline legal, commercial, and risk-related terms that apply consistently across such relationships, while expressly anticipating modification, extension, or limitation through role-based and assignment-specific schedules.

This Agreement is not intended to define specific commercial transactions, scopes of work, compensation arrangements, or operational responsibilities except as expressly stated herein.

## 2. Definitions

For purposes of this Agreement, the following terms shall have the meanings set out below.

**"Account" or "Accounts"** means any Partner Account (including any customer, prospective customer, alliance partner, channel partner, referral source, or other third party business relationship) (a) that is identified in an executed Account Assignment, or (b) with respect to which the Entity has been introduced, assigned, involved, or materially exposed through or in connection with Alescent, in each case during the Term. "Accounts" includes the Partner Account's Representatives.

**"Partner Account"** means any third party organization with which Alescent has, is pursuing, or reasonably expects to pursue a commercial relationship, including any customer, prospective customer, partner, alliance, channel, or referral source.

**"Representatives"** means, with respect to a Partner Account, any individual who is employed by, retained by, seconded to, or otherwise engaged by such Partner Account (whether directly or indirectly), including employees, officers, directors, agents, contractors, subcontractors, consultants, and other personnel.

**“Team Member” or “Team Members”** means any individual or entity who is engaged by, works with, works through, or participates with Alescent in connection with Alescent’s business, offerings, Products, or engagements, including any person or entity governed by a Schedule, Role Assignment, Account Assignment, or other assignment instrument executed pursuant to this Agreement (including Agents, Advisors, Affiliates, Associates, and any other contributors).

**“Solicit” or “Solicitation”** means (a) to initiate, encourage, induce, or invite a commercial engagement, business relationship, or service relationship, directly or indirectly, including through an intermediary, or (b) to assist another person or entity to do the same; provided that “Solicitation” does not include general advertising or general marketing not specifically targeted to an Account or Team Member, or the passive receipt of an unsolicited inbound inquiry where the receiving party did not initiate or encourage the inquiry.

**“Product”** means all methodologies, frameworks, models, patterns, playbooks, tools, templates, documentation, data structures, analyses, reports, know-how, techniques, concepts, and other commercial or proprietary assets that are developed, owned, licensed, or otherwise made available by Alescent, whether existing as of the Effective Date or developed thereafter, and whether or not such assets are protectable as intellectual property under applicable law. Product includes, without limitation, all Intellectual Property embodied therein.

**“Intellectual Property”** means all inventions, works of authorship, trade secrets, know-how, techniques, tools, templates, ideas, concepts, software, algorithms, data, documentation, and other subject matter that may be protected under patent, copyright, trade secret, or similar laws.

**“Restricted Period”** means, unless a different period is expressly stated in a Schedule, Assignment, or other instrument executed pursuant to this Agreement for a specific restriction, the period commencing on the effective date of termination or expiration of this Agreement (or, as applicable, the Schedule or Assignment to which the restriction relates) and continuing for twelve (12) months thereafter.

**“Role Assignment”** means a written instrument executed pursuant to this Agreement that confers or classifies authority to act on behalf of Alescent (including an Account Leadership Role Assignment), and that is distinct from a Role-Based Schedule.

**“Account Assignment”** means an assignment-specific instrument executed pursuant to this Agreement that identifies a specific Account and governs account-specific scope, delegation, constraints, and (where applicable) Value Distribution Model parameters, without granting authority by implication.

**“Apparent Authority”** means delegated, non-binding authority to act as a point of contact or coordinator under the oversight of an Actual (Authoritative) lead and does not include authority to bind Alescent or approve commercial terms.

**“Actual (Authoritative) Authority”** means binding authority on behalf of Alescent, but only within the express limits set out in a Role Assignment and any applicable Account Assignment.

### 3. Structure and Document Hierarchy

This Agreement is designed as a foundational agreement and is intended to be read together with one or more subordinate documents. The governing hierarchy, unless explicitly stated otherwise, is:

1. Any Mutual Non-Disclosure Agreement executed between the Parties and in effect from time to time, solely with respect to confidentiality and non-disclosure matters.
2. This Agreement.
3. Any Schedule, Exhibit, or Attachment executed pursuant to this Agreement.
4. Any Assignment (whether Contribution Assignment, Product Assignment, Engagement Assignment, Account Assignment, Practice Assignment, or Regional Assignment) executed pursuant to this Agreement, which may be subordinate to one or more Schedules by reference.

In the event of a conflict, higher-order documents govern unless a lower-order document expressly states an intent to override a specific provision of this Agreement.

## 4. Relationship of the Parties

The Parties acknowledge and agree that, except as may be expressly and narrowly defined in a Role-Based Schedule, their relationship is that of independent contracting parties. Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, fiduciary relationship, employment relationship, or general agency relationship.

Any authority granted to a party to act on behalf of Alescent must be explicitly documented in a written Role Assignment executed pursuant to this Agreement and, where applicable, activated and constrained by an assignment-specific instrument (including an Account Assignment). Role-Based Schedules qualify a party for a role and may set role expectations and limitations, but do not, by themselves, grant authority to bind Alescent unless a Schedule expressly and narrowly states otherwise.

## 5. Confidentiality and Non-Disclosure

Execution of a Mutual Non-Disclosure Agreement between the Parties is a mandatory precondition to any exchange of confidential information between the Parties.

All confidential information exchanged in connection with activities contemplated under this Agreement shall be governed exclusively by a separate, pre-existing Mutual Non-Disclosure Agreement between the Parties then in effect. Nothing in this Agreement modifies, limits, supersedes, or replaces the terms of the Mutual Non-Disclosure Agreement.

Confidentiality obligations shall survive the termination or expiration of this Agreement in accordance with the terms of the applicable Mutual Non-Disclosure Agreement.

## 6. Non-Solicitation

### 6.1 Non-Solicitation of Accounts

During the Term of this Agreement and during the Restricted Period, the Entity shall not Solicit, and shall not assist any third party to Solicit, any Account for the purpose of providing products or services that are competitive with, substitutive of, or materially similar to products or services offered by or through Alescent, where the Account is an Account to which the Entity was assigned or with which the Entity was involved through Alescent.

### 6.2 Prior Direct Commercial Engagement

Section 6.1 shall not apply with respect to a specific Account if the Entity can demonstrate, with contemporaneous written documentation, that the Entity had a direct commercial relationship with that Account that existed independently of Alescent and that was active during the twelve (12) months immediately preceding the Effective Date of this Agreement.

### 6.3 Written Exceptions

Notwithstanding the foregoing, the Parties may agree in a writing signed by both Parties to permit Solicitation of specific Accounts, or to vary the Restricted Period for those specific Accounts.

### 6.4 Non-Solicitation of Team Members

During the Term of this Agreement and during the Restricted Period, the Entity shall not, directly or indirectly, (a) Solicit any Team Member to terminate or reduce their relationship with Alescent, or (b) engage, retain, or attempt to engage or retain any Team Member in a manner that would reasonably be expected to cause such Team Member to terminate or reduce their relationship with Alescent; provided that this restriction does not prohibit general recruiting efforts not specifically targeted at Team Members.

## 6.5 Pre-Existing Team Member Relationships

Section 6.4 shall not apply with respect to a specific Team Member if the Entity can demonstrate, with contemporaneous written documentation, that the Entity had a professional or commercial relationship with such Team Member that existed independently of Alescent and was active during the twenty-four (24) months immediately preceding the Effective Date of this Agreement, and outside of the normal course of engagement with Alescent.

## 6.6 No Circumvention; Indirect Solicitation

For clarity, the restrictions in this Section apply to direct and indirect Solicitation, including Solicitation through an intermediary, and apply to Solicitation of an Account's Representatives.

## 6.7 Survival

This Section shall survive termination or expiration of this Agreement in accordance with the Restricted Period set out above.

## 7. Product and Intellectual Property

Each party retains all right, title, and interest in and to its respective Product and Intellectual Property existing prior to the Effective Date.

Except as may be expressly set out in a separate written agreement executed by both Parties, no license, assignment, transfer, or other conveyance of any right in or to Product or Intellectual Property is granted by virtue of this Agreement, any Role-Based Schedule, or any assignment or activity undertaken hereunder.

All Product developed, refined, adapted, or applied by or through Alescent in connection with activities contemplated under this Agreement, whether independently or in collaboration with an Entity, shall remain the exclusive Product of its owner, except to the extent expressly agreed otherwise in writing.

Alescent may, from time to time, maintain a Product Registry describing categories or exemplars of Alescent Product and, where applicable, Product of the Entity that the Entity expressly elects to incorporate into this Agreement. Any such Product Registry may be amended from time to time to reflect additional Product made available as of or after the Effective Date. Any Product Registry shall be non-exhaustive, informational in nature, and omission of any Product therefrom shall not be construed as evidence of non-ownership, waiver of rights, or failure to disclose.

## 8. Customer-Imposed Intellectual Property Terms

In connection with assignments relating to customer or third-party engagements, the Entity acknowledges that customers may impose contractual terms governing ownership, licensing, or treatment of work product, including work-made-for-hire or assignment provisions.

The Entity is solely responsible for reviewing, understanding, and complying with any such customer-imposed intellectual property terms applicable to an assignment accepted by the Entity. Any flow-down of customer terms to the Entity shall be expressly identified and acknowledged in the applicable assignment or engagement schedule to the satisfaction of the Entity and agreed to in writing prior to engagement.

Nothing in this Agreement shall be deemed to transfer ownership of Product or Intellectual Property to either Party by virtue of customer-imposed terms, except to the extent expressly agreed in writing by both Parties.

## 9. Schedules, Exhibits, and Attachments

Specific roles, assignments, expectations, authorities, and compensation arrangements shall be documented in one or more schedules, exhibits, and attachments, executed pursuant to this Agreement.

Each schedule shall:

- Clearly identify the role or assignment being established, including related qualifications and conditions that must be met, performance expectations, compensation, or other economic terms.
- Define the scope of accountability and authority, if any, associated with that role, as well as other specified responsibilities, and related engagement with Alescent-based Team Members or Partners.
- Specify any amendments, extensions, or limitations to this Agreement that apply solely in connection with that role.
- State whether the role is exclusive or non-exclusive.
- Identify any role-specific post-termination obligations.

Role-Based Schedules are role-limited in effect and do not modify this Agreement beyond the scope expressly stated therein.

## 10. Term and Termination

This Agreement shall commence on the Effective Date and continue until it is terminated in accordance with its terms.

Either party may terminate this Agreement upon written notice as specified herein. Termination of this Agreement shall not affect:

- Accrued payment obligations.
- Product and Intellectual Property ownership.
- Confidentiality obligations.
- Any role-specific post-termination obligations expressly stated in a Role-Based Schedule.

## 11. Limitation of Liability

Except as expressly stated otherwise, neither party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages.

Alescent's aggregate liability under this Agreement and any Schedules, Exhibits, or Attachments subordinate to this Agreement by reference, shall be limited as set out herein or as expressly modified in an applicable Schedule, Exhibit, or Attachment.

## 12. Non-Waiver of Rights

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right to require such performance at any later time. Any waiver of a breach must be in writing and shall not be deemed a waiver of any subsequent breach.

## 13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

## 14. Rights and Remedies Not Exclusive

Except as expressly provided in this Agreement, the rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law or equity.

## 15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of laws principles.

## 16. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered physically or digitally to the addresses of the Parties set forth above, or to such other address as a Party may designate by written notice.

## 17. Counterparts and Electronic Execution

This Agreement and any schedules, exhibits, attachments, or amendments may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means shall be legally valid and binding.

## 18. Entire Agreement

This Agreement, together with any jointly executed Schedules, Exhibits, or Attachments subordinate to this Agreement by reference, and incorporated documents expressly referenced herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings relating thereto.

## 19. Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[[Company]]

By: [SIGNATURE]

Name: [[Name]]

Title: [[Title]]

Date: [[Date]]

Alescent, Inc.

By: [SIGNATURE]

Name: Jame Healy

Title: Managing Partner

Date: [[Date]]