



MUTUAL NON-DISCLOSURE AGREEMENT (MNDA)

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THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of [[Date]] between:

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

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

and

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

[[CompanyAddress]]

WHEREAS Alescent and Entity (together, the "Parties", and each individually a "Party") wish to explore a potential business relationship of mutual interest (the "Opportunity");

AND WHEREAS the Parties wish to exchange information relating to the Opportunity and each Party desires to protect the confidentiality of certain information that may be provided by or on behalf of either Party, its affiliates or their respective representatives (a "Disclosing Party") to the other Party, its affiliates or their respective representatives (a "Receiving Party").

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

Purpose

The Parties wish to explore potential commercial engagement, whether partnership, contract employment, advisory, vendor, or customer relationship of mutual interest (the "Opportunity"). The "Purpose" of this Agreement is to enable the Parties to evaluate and, if applicable, pursue the Opportunity. In connection with the Opportunity, the Parties may disclose certain confidential and proprietary information to one another.

Definition of Confidential Information

"Confidential Information" means any information disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, visually, electronically, or in writing, that is confidential in nature or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation:

- a. business plans, strategies, forecasts, and models;
- b. financial, operational, economic, or analytical information;
- c. software, source code, algorithms, documentation, data, datasets, reports, and analyses;
- d. trade secrets, know-how, concepts, methods, and techniques;
- e. customer, partner, supplier, and personnel information;
- f. notes, summaries, work papers, analyses, or other materials prepared by the Receiving Party that contain or reflect Confidential Information;
- g. the existence, scope, status, or substance of discussions between the Parties;
- h. the fact that Confidential Information has been disclosed; and
- i. the existence and terms of this Agreement.

Confidential Information may also include information disclosed to a Party by a third party at the direction of the Disclosing Party.



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Confidential Information shall be deemed to include any information explicitly identified as included Confidential Information in Schedule B (Explicitly Included Confidential Information).

Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- a. was publicly known and generally available prior to disclosure;
- b. becomes publicly known and generally available after disclosure through no breach of this Agreement;
- c. was lawfully in the Receiving Party's possession without restriction prior to disclosure;
- d. was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information;
or
- e. is expressly identified as excluded Confidential Information in Schedule A (Explicitly Excluded Confidential Information).

Non-Use and Non-Disclosure

The Receiving Party shall:

- a. use Confidential Information solely for the purpose of evaluating and, if applicable, pursuing the Opportunity; and
- b. not disclose Confidential Information to any third party, except to its directors, officers, employees, advisors, consultants, or representatives who have a legitimate need to know such information for the Purpose and who are bound by confidentiality obligations no less protective than those set forth herein.

The Receiving Party shall be responsible for any breach of this Agreement by its representatives.

Protection of Confidential Information

The Receiving Party shall protect the Confidential Information using at least the same degree of care it uses to protect its own most sensitive confidential information, and in no event less than reasonable care. The Receiving Party shall not reverse engineer, decompile, or disassemble any materials embodying Confidential Information.

The Receiving Party shall promptly notify the Disclosing Party in writing upon becoming aware of any unauthorized use or disclosure of Confidential Information and shall reasonably cooperate with the Disclosing Party to mitigate the effects of such unauthorized use or disclosure.

Copies and Record Retention

The Receiving Party may make copies of Confidential Information solely as reasonably necessary to evaluate or pursue the Opportunity, provided that all such copies remain subject to this Agreement and include any proprietary notices. Routine archival, backup, and compliance-related copies are permitted.

Return or Destruction

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, except for copies retained pursuant to automatic backup systems or legal retention requirements.

Upon request, the Receiving Party shall certify in writing its compliance with this Section 7, except for materials retained under automatic backup systems or legal retention requirements.



Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall, to the extent legally permitted, promptly notify the Disclosing Party and cooperate in seeking protective treatment. Only the portion legally required shall be disclosed.

No Obligation

Nothing in this Agreement obligates either Party to proceed with any transaction or relationship. Either Party may terminate discussions at any time.

No Warranty

All Confidential Information is provided "AS IS." Neither Party makes any representations or warranties regarding accuracy or completeness.

No License

No rights or licenses are granted under this Agreement except as expressly stated herein.

No Partnership or Agency

This Agreement does not create any partnership, joint venture, or agency relationship.

Term and Survival

This Agreement applies to Confidential Information disclosed for a period of three (3) years from the date of disclosure. Trade secrets shall remain protected for so long as they remain trade secrets under applicable law.

Remedies

The Receiving Party acknowledges that unauthorized disclosure may cause irreparable harm and that injunctive relief may be available in addition to other remedies.

Governing Law and Venue

This Agreement shall be governed by the laws of the Province of British Columbia, without regard to conflict of laws principles. The Parties consent to exclusive jurisdiction and venue in the courts located in the Province of British Columbia.

Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor in connection with a merger or sale of substantially all assets.



Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

Entire Agreement and Amendment

This Agreement, including its Schedules, constitutes the entire agreement between the Parties regarding confidentiality and may be amended only by a written document signed by both Parties.

Supersession of Prior Confidentiality Agreements

This Agreement supersedes and replaces any prior written or oral non-disclosure or confidentiality agreements between the Parties solely with respect to the subject matter of confidentiality, as of the Effective Date.

Notwithstanding the foregoing, nothing in this Agreement shall be deemed to waive, release, or extinguish any rights, remedies, or obligations that accrued under any prior confidentiality agreement prior to the Effective Date, nor shall this Agreement supersede or modify any confidentiality obligations contained in any other agreement between the Parties that expressly governs a broader commercial, employment, advisory, or services relationship, unless expressly stated therein.

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]]

Schedule A: Explicitly Excluded Confidential Information

The following categories or items of information are expressly excluded from the definition of Confidential Information for purposes of this Agreement:

- Information that is expressly designated in writing by the Disclosing Party as excluded from confidentiality at the time of disclosure.
- Information that the Parties expressly agree in writing, from time to time, shall be excluded from the scope of Confidential Information under this Agreement.
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Schedule B: Explicitly Included Confidential Information

The following categories or items of information are expressly included within the definition of Confidential Information for purposes of this Agreement, whether or not they otherwise meet the general definition set forth in Section 2:

- The Alescent business model, including without limitation its compensation structures, gain-share or performance-based remuneration approaches, pricing constructs, commercial terms, engagement models, delivery models, governance models, and any variations, refinements, or evolutions thereof, whether disclosed verbally, visually, or in documented form.
- Alescent's Value Realization Management concepts, including without limitation related philosophies, principles, frameworks, methodologies, models, taxonomies, capability models, maturity models, patterns, playbooks, metrics, economic constructs (including VROI and related formulations), financial abstractions, and analytical approaches, together with any derivatives, adaptations, or extensions thereof, whether proprietary, pre-commercial, or in development.
- Analytical logic, methods, heuristics, scoring models, prioritization logic, normalization approaches, assumptions, thresholds, weighting schemes, and interpretive outputs used to identify, qualify, quantify, justify, verify, prioritize, govern, or realize value, whether applied to client-provided data or other data sources.
- Value Realization Explorer (VRX) assets and components, including without limitation analytical pattern libraries, queries, rule sets, dashboards, visualizations, pattern taxonomies, derived insights, and demonstrations thereof, whether or not such assets are transferred or persistently provided to the Receiving Party.
- Economic, financial, and organizational constructs beyond conventional return-on-investment or cost-accounting approaches, including capital recovery logic, commitment and capacity economics, consumption optimization constructs, cost-to-value attribution models, and related economic interpretations.
- Commercial strategy, competitive positioning, partner alignment approaches, pricing sensitivities, go-to-market strategies, sales motion design, account strategy logic, and engagement qualification approaches.
- Engagement governance and delivery mechanics, including value realization portfolios, performance tracking mechanisms, incentive-alignment structures, escalation frameworks, delivery orchestration approaches, and operating cadences.
- Concepts, materials, tools, models, methodologies, analyses, or artifacts disclosed in draft, pilot, prototype, experimental, or pre-commercial form, whether or not ultimately commercialized.
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