

# PARTNER ENGAGEMENT LETTER

## PARTNER ENGAGEMENT LETTER

Regarding Alescent and [[PartnerLegalName]], effective [[EffectiveDate]]

THIS PARTNER ENGAGEMENT LETTER (the "Engagement Letter") is made and entered into as of [[EffectiveDate]] (the "Effective Date") by and between:

- **Alescent, Inc.** ("Alescent"), 1055 W. Hastings, Suite 300, Vancouver, British Columbia, Canada, V6E 2E9
- **[[PartnerLegalName]]** ("Partner"), having its principal place of business at [[PartnerAddress]]

Alescent and Partner are referred to collectively as the "Parties" and individually as a "Party".

### 1. Purpose and Structure

**1.1 Purpose.** This Engagement Letter establishes a lightweight, standalone agreement for the engagement described in **Exhibit A (Scope and Deliverables)**, together with the baseline legal and commercial terms required to make the engagement operable.

**1.2 Exhibits.** This Engagement Letter includes the following exhibits, as applicable:

- **Exhibit A. Scope and Deliverables**
- **Exhibit B. Commercials and Value Realization**
- **Exhibit C. Extended Confidentiality (Optional)**
- **Exhibit D. Authorized Persons (Optional)**

**1.3 Exhibit Extensions.** The Parties may extend or modify an Exhibit through a jointly executed **Exhibit Extension** that expressly identifies the Exhibit being extended and the scope of the extension.

### 2. Partner Class

**2.1 Primary Partner Class.** For purposes of this Engagement Letter, Partner's primary Partner Class is: [[PrimaryPartnerClass]].

**2.2 Additional Partner Classes (Optional).** If Partner also participates in other capacities in connection with this engagement, list additional Partner Classes here: [[AdditionalPartnerClasses]].

**2.3 Interpretation.** Partner Class is descriptive and is used to select applicable exhibits and extensions. Partner Class does not, by itself, alter the baseline terms of this Engagement Letter unless an Exhibit or Exhibit Extension expressly states otherwise.

### 3. Replacement by Later Agreement

**3.1 Intended evolution.** The Parties acknowledge that Partner may require a more comprehensive master services agreement and related statements of work.

**3.2 Overlap supersession, no-gap rule.** If the Parties later execute a master agreement and/or statement of work that covers the same engagement, that later agreement governs and supersedes this Engagement Letter **only to the extent of overlap or conflict**. For any topic covered by this Engagement Letter that is not addressed in the later executed agreement(s), this Engagement Letter continues to govern until expressly replaced.



## 4. Confidentiality

**4.1 Baseline confidentiality.** If the Parties have executed a Mutual Non-Disclosure Agreement (MNDA), the MNDA governs confidentiality and non-disclosure matters for information exchanged under this Engagement Letter. If no MNDA is in effect, the Parties agree that the confidentiality obligations set out in the MNDA form published by Alescent (or a mutually executed equivalent) will govern and will be treated as a mandatory precondition to exchange of confidential information.

**4.2 Extended confidentiality.** Partner may require additional confidentiality, security, data-handling, or related obligations for a specific Partner account, engagement, or workstream. Such additional obligations will be set out as **delta obligations** in **Exhibit C** or an **Exhibit C Extension**, scoped to the relevant Partner account or engagement.

**4.3 Compliance evidence disclosure.** Partner authorizes Alescent to provide copies of this executed Engagement Letter and any applicable executed Exhibit C Extensions (or relevant excerpts) to an applicable customer partner, and to that customer partner's auditors and regulators, solely for the purpose of demonstrating compliance with confidentiality and flow-down requirements, provided that Alescent may redact commercial terms not required for such demonstration.

## 5. Intellectual Property, Work Product, and Deliverables

**5.1 Background IP.** Each Party retains all right, title, and interest in and to its pre-existing intellectual property, know-how, tools, and materials developed outside the scope of the engagement ("Background IP").

**5.2 Jointly developed IP in scope.** Unless the Parties expressly agree otherwise in writing in Exhibit B or a later agreement, each Party will have equal rights to intellectual property jointly developed by the Parties within the explicit scope of the engagement described in Exhibit A.

**5.3 Work Product vs Deliverables (Bilateral).**

- **Work Product** means intermediate artifacts of work (notes, drafts, analyses, working models) produced by either Party during the engagement that are not subject to formal acceptance.
- **Deliverables** means the items explicitly identified as Deliverables in Exhibit A that are subject to acceptance.

**5.4 Acceptance policy for Deliverables.** Unless Exhibit A states otherwise, the acceptance policy applies to Deliverables produced by a Party as follows:

- The receiving Party may reject a Deliverable within seven (7) days of submission only by providing a single, comprehensive list of deficiencies.
- The producing Party will address the listed deficiencies and provide one final resubmission.
- Any dispute regarding acceptance after the final resubmission will be resolved under Section 12 (Dispute Resolution) unless Exhibit B specifies a different mechanism.

## 6. Fees and Payment

**6.1 Commercials.** Fees, pricing basis, invoicing mechanics, and any value-based elements are set out in **Exhibit B**.

**6.2 Value Realization concept.** Where the Parties agree to value-based economics, the Parties intend that compensation may be linked to verified value realized, as defined in Exhibit B, without requiring the Parties to adopt a full master services agreement model at this stage.

## 7. Term and Termination

**7.1 Term.** This Engagement Letter is effective as of the Effective Date and remains in effect until completion of the scope in Exhibit A or earlier termination.

**7.2 No-fault termination.** Either Party may terminate this Engagement Letter for convenience upon [[TerminationNoticeDays]] days' written notice.

7.3 **Effect of termination.** Upon termination:

- Partner will pay for work performed and Deliverables accepted through the termination effective date.
- If Exhibit B includes value-based compensation that has been earned prior to termination (including amounts payable over time based on verified value realized), such earned amounts remain payable in accordance with Exhibit B.

## 8. Limitation of Liability

8.1 **Cap.** Each Party's aggregate liability under this Engagement Letter will not exceed the total fees actually paid under this Engagement Letter, except for liability that cannot be limited under applicable law.

8.2 **Consequential damages.** Neither Party will be liable to the other for indirect, incidental, special, consequential, or punitive damages.

## 9. Non-Solicitation and Non-Circumvention (Optional)

If applicable to the Partner Class and engagement context, non-solicitation and non-circumvention terms may be set out in Exhibit B and may include scoped protections tied to Alescent-enabled exposure, without prohibiting general competition.

## 10. Notices

Notices will be delivered to the addresses above, or to updated addresses provided in writing.

## 11. Governing Law

This Engagement Letter is governed by the laws of the Province of British Columbia, without regard to conflict of laws principles.

## 12. Dispute Resolution

If the Parties cannot resolve a dispute through good-faith executive escalation, the Parties will submit the dispute to binding arbitration in British Columbia, using a single arbitrator. The arbitrator may award legal fees and costs to the prevailing Party. (Exhibit B may specify a different mechanism.)

## 13. Order of Precedence

In the event of inconsistency:

1. Any MNDA governs confidentiality matters.
2. This Engagement Letter governs baseline terms.
3. Exhibits govern scoped terms for the subject matter they address.
4. Exhibit Extensions govern only for the Exhibit and scope they expressly identify.

## 14. Execution

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

[[PartnerLegalName]]



## Partner Engagement Letter

By: [SIGNATURE]

Name: [[PartnerSignatoryName]]

Title: [[PartnerSignatoryTitle]]

Date: [[EffectiveDate]]

Alescent, Inc.

By: [SIGNATURE]

Name: [[AlescentSignatoryName]]

Title: [[AlescentSignatoryTitle]]

Date: [[EffectiveDate]]