



ACCOUNT LEADERSHIP ROLE ASSIGNMENT (ARAL)

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

This Account Leadership Role Assignment (the "Role Assignment") is entered into pursuant to, and is governed by, the Alescent Master Agreement (the "Master Agreement") and any applicable Role Schedule (including, as applicable, the Agency Schedule or Associate Schedule) between Alescent, Inc. ("Alescent") and the undersigned Entity (the "Assignee"). Capitalized terms not defined in this Role Assignment have the meanings set out in the Master Agreement.

This Role Assignment classifies and confers account leadership authority that may be activated only through one or more Account Assignments. This Role Assignment does not list or assign specific Accounts and does not, by itself, authorize execution of work, pricing, or delivery activities, which must be governed by one or more Account Assignments.

1. Purpose and Intent

This Role Assignment designates the Assignee as eligible to act in an Account Leadership role under the Master Agreement and applicable Role Schedules, and establishes whether such authority, when activated through an Account Assignment, is Apparent or Actual (Authoritative) in nature.

2. Role Classification: Apparent vs. Actual Authority

Authority Designation. Authority under this Role Assignment shall be designated as either **Apparent** or **Actual (Authoritative)** in each applicable Account Assignment.

Associate Requirement for Actual Authority. Only an Assignee operating under a valid Associate Schedule may be designated as an Actual (Authoritative) Account Lead.

Void designation. Any designation of Actual (Authoritative) Account Lead authority for an Assignee who is not operating under a valid Associate Schedule is void and of no force or effect.

No Implied Authority. Authority shall not be implied by title, conduct, or course of dealing. Any authority not expressly granted through an executed Account Assignment is reserved to Alescent.

3. Scope of Authority

Subject to the classification above and any applicable Account Assignments, the Assignee may:

- Act as the primary point of coordination for the account.
- Support opportunity identification, qualification, and stewardship.
- Coordinate internally across Alescent team members and partners.

Unless expressly authorized in writing, the Assignee shall not:

- Bind Alescent contractually.
- Price or approve commercial terms.
- Commit delivery resources or timelines.
- Grant rights in or to Alescent Product.



4. Relationship to Role Schedules

Schedule Dependency. This Role Assignment is valid only while the applicable Role Schedule (Agency Schedule, Associate Schedule, or other approved Schedule) remains in effect.

Delegation and Oversight. Where the Assignee is designated as an Apparent Account Lead in an Account Assignment, the Account Assignment must identify the applicable Actual (Authoritative) Account Lead responsible for oversight and escalation.

5. Participation in the Value Distribution Model

Eligibility. The Assignee may participate in the Value Distribution Model solely as specified in applicable Account Assignments.

No Automatic Entitlement. This Role Assignment does not, by itself, entitle the Assignee to any compensation or value participation.

6. Effective Date and Term

Effective Date. This Role Assignment shall be effective as of the date of last signature below (the "Effective Date"), unless an earlier or later effective date is expressly stated in writing and signed by both Parties.

Term. This Role Assignment remains in effect until withdrawn, superseded, or terminated in accordance with Section 7, or upon termination of the applicable Role Schedule.

7. Withdrawal, Suspension, and Modification

- (a) **Governance withdrawal.** Alescent may modify, suspend, or withdraw this Role Assignment by written notice where Alescent reasonably determines that such action is required for account governance, risk management, client requirements, or internal role alignment. Unless immediate withdrawal is required under subsection (b), such withdrawal shall be effective thirty (30) days after notice.
- (b) **Immediate withdrawal for cause.** Alescent may withdraw this Role Assignment immediately upon written notice if Alescent reasonably determines that the Assignee has (i) misrepresented authority, (ii) breached confidentiality or other material obligations, (iii) violated applicable conduct standards, (iv) created material reputational, legal, security, or client risk, or (v) if a client or Actual (Authoritative) Account Lead requires removal.
- (c) **Mutual supersession.** The Parties may supersede or replace this Role Assignment by a written instrument signed by both Parties.
- (d) **No Amendment of Master Agreement.** This Role Assignment does not amend or override the Master Agreement or any Schedule.

8. Order of Precedence

In the event of any inconsistency:

1. The Mutual Non-Disclosure Agreement governs confidentiality matters.
2. The Master Agreement governs all other matters.
3. The applicable Role Schedule governs qualification for the role.
4. This Role Assignment governs authority.
5. Account Assignments govern account-specific execution and economics.



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9. Execution

IN WITNESS WHEREOF, the Parties have executed this Account Leadership Role Assignment 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]]