

# AGENCY SCHEDULE

## AGENCY SCHEDULE

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

This Agency Schedule (the "Schedule") is entered into pursuant to, and is governed by, the Alescent Master Agreement (the "Master Agreement") between Alescent, Inc. ("Alescent") and the undersigned Entity (the "Agent"). This Schedule is intended to be jointly executed by the Parties and shall become effective as of the Effective Date set out below. Capitalized terms not defined in this Schedule have the meanings set out in the Master Agreement.

This Schedule qualifies the Agent to act in a defined Agency role under the Master Agreement. This Schedule does not itself grant authority to act, bind, or commit Alescent. Any such authority, if applicable, must be expressly granted through one or more Account Leadership Role Assignments and related Account Assignments.

### 1. Purpose and Intent

This Schedule establishes the expectations, limitations, and economic participation applicable to the Agent role, including eligibility to be designated as an Apparent Account Lead for one or more partner or customer accounts, subject to the conditions set out herein.

The Agent role is primarily relationship-oriented and business-development-focused. The Agent may support account origination, expansion, and stewardship activities, but does not hold actual or authoritative account leadership authority.

### 2. Nature of the Agency Relationship

**Independent Contractor.** The Agent acts as an independent contractor. Nothing in this Schedule creates an employment, partnership, fiduciary, or joint venture relationship.

**No Actual Authority.** The Agent has no inherent authority to bind Alescent, represent itself as an officer or employee of Alescent, or commit Alescent to any contractual, financial, or delivery obligation.

**Apparent Authority Only.** Any authority exercised by the Agent in connection with an account is Apparent Authority only, delegated and revocable, and exists solely within the scope of an applicable Account Leadership Role Assignment.

### 3. Apparent vs. Actual Account Leadership

**Actual Account Lead Requirement.** Each account for which an Agent is designated as an Apparent Account Lead must also have an Actual (Authoritative) Account Lead, who must be an Associate of Alescent operating under a valid Associate Schedule and Account Leadership Role Assignment.

**Delegated Authority.** The Agent acts under the delegated authority of the Actual Account Lead. In day-to-day practice, the Agent may be referred to as the "Account Lead" for convenience; however, this designation does not alter the underlying legal distinction between Apparent and Actual authority.

**Supervision and Oversight.** The Actual Account Lead retains ultimate accountability and decision-making authority for the account and may limit, condition, or revoke delegated authority at any time.

## 4. Delegation Protocol (Apparent Account Lead)

**Non-Binding Communications.** The Agent, when acting as an Apparent Account Lead, shall not represent or imply that the Agent has authority to bind Alescent, approve pricing, commit delivery resources, confirm timelines, or grant rights in Alescent Product.

**Escalation Requirement.** The Agent shall escalate to the Actual Account Lead for any matter involving: (i) commercial terms, fees, or value share; (ii) statements of work, scope, deliverables, or timelines; (iii) resource commitments; (iv) contractual commitments or signatures; or (v) Product ownership, licensing, or client flow-down terms.

**External Identification.** Upon request by Alescent, the Agent shall use titles and email signature conventions that accurately reflect the Agent's status acting under delegated authority.

## 5. Role Expectations

Subject to applicable Role Assignments and Account Assignments, the Agent is expected to:

- Cultivate and maintain executive and stakeholder relationships.
- Facilitate introductions and access to decision-makers and influencers.
- Support opportunity identification and qualification.
- Coordinate with Alescent Associates, Advisors, and Affiliates.
- Represent Alescent's positioning, philosophy, and value proposition accurately.
- Provide support for (and account-level liaison with) engagement pricing/sizing and/or engagement negotiation.

The Agent shall not:

- Provide authoritative engagement pricing/sizing and/or authoritative negotiation of binding commercial terms.
- Commit delivery resources or timelines.
- Represent ownership or licensing rights in Alescent Product.

## 6. Role Assignments and Account Assignments

**Role Assignment Required.** Designation as an Apparent Account Lead requires execution of an Account Leadership Role Assignment specific to the Agent.

**Account Assignments Required.** Each account for which the Agent is involved must be governed by a discrete Account Assignment identifying:

- The applicable account.
- The scope of the Agent's involvement.
- The applicable Value Distribution Model parameters.
- Any account-specific constraints or customer-imposed terms.

Absent an executed Account Assignment, the Agent has no authority or entitlement with respect to an account.

## 7. Participation in the Value Distribution Model

**Eligibility.** The Agent is eligible to participate in Alescent's Value Distribution Model solely as specified in applicable Account Assignments.

**Account Lead Share.** The Agent may be allocated all or a portion of the Account Lead share of the Value Distribution Model for a given account, as determined in the relevant Account Assignment.

**No Guaranteed Compensation.** Compensation is contingent upon realized value, as defined in the Value Distribution Model, and is not guaranteed by virtue of role designation alone.

**No Separate Deals.** Participation is governed exclusively by the Value Distribution Model and applicable Account Assignments. No side agreements or alternative compensation arrangements apply.

## 8. Conduct and Alignment

**Code of Professional Conduct.** The Agent shall comply with all applicable policies, codes of conduct, and supplemental agreements referenced in the Master Agreement (and published at [www.Alescent.com/Code](http://www.Alescent.com/Code)).

**Alignment with Alescent.** The Agent shall act in good faith and in alignment with Alescent's strategic priorities, positioning, and engagement philosophy.

## 9. Effective Date and Term

**Effective Date.** This Schedule shall be effective as of the date of last signature below (the "Effective Date"), unless a different effective date is expressly stated in a related Role Assignment or Account Assignment.

**Term.** This Schedule remains in effect until terminated in accordance with the Master Agreement.

## 10. Suspension, Revocation, and Removal

**Suspension or Revocation.** Alescent may suspend or revoke the Agent's role, any Role Assignment, or any Account Assignment at any time, with or without cause, subject to accrued rights.

**Effect of Termination.** Termination of this Schedule automatically terminates all related Role Assignments and Account Assignments involving the Agent.

## 11. 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. This Schedule governs qualification for the Agent role.
4. Role Assignments govern authority.
5. Account Assignments govern account-specific execution and economics.

## 12. No Modification of Master Agreement

This Schedule does not amend, override, or modify the Master Agreement except as expressly and narrowly stated herein.

## 13. Execution

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

[[Company]]

By: [SIGNATURE]

Name: [[Name]]

Title: [[Title]]



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## Agency Schedule

Date: [[Date]]

Alescent, Inc.

By: [SIGNATURE]

Name: Jame Healy

Title: Managing Partner

Date: [[Date]]