

RATIONALE FOR AGENCY SCHEDULE

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This document is intended to explain, in plain language, how the referenced Agency Schedule works, why each section exists, and how the Schedule is designed to be fair and practical for both parties.

It is not part of the Schedule itself. It does not modify the Schedule, create obligations, or grant rights. The Master Agreement and the executed Schedule are the binding legal documents.

This document is also not legal advice. It reflects intent and rationale in using this Schedule and is provided for informational and explanatory purposes only. Parties should rely on the executed documents themselves and may seek independent legal advice if they wish.

What this Schedule is and why it exists

The Agency Schedule qualifies an Entity to act in the **Agent** role. It is designed to support relationship development and business development activity while preventing accidental creation of actual authority to bind Alescent.

The Schedule is intentionally structured to:

- distinguish **role qualification** from **authority**;
- make **Apparent vs Actual** account leadership explicit;
- require a named **Actual (Authoritative) Account Lead** (Associate) for any account where an Agent participates; and
- ensure compensation participation flows only through the **Value Distribution Model** and specific **Account Assignments**.

Relationship to the Master Agreement

What it does

The Schedule is subordinate to the Master Agreement and uses the Master Agreement's defined terms.

Why it exists

This keeps baseline legal terms centralized and avoids drifting confidentiality, IP, and other core terms into role schedules.

Purpose and Intent

What it does

Establishes that the role is relationship-oriented and business-development-focused and that the Agent may be designated as an Apparent Account Lead under defined conditions.

Why it exists

This prevents misunderstanding that the Agent is a delivery lead or an executive officer of Alescent.

Nature of the Agency Relationship

What it does

Confirms independent contractor posture and expressly denies inherent authority to bind Alescent.

Why it exists

Agency and apparent authority are common legal risk vectors in business development roles. This section is designed to prevent implied authority from title or conduct.

Apparent vs Actual Account Leadership

What it does

Requires that any account involving an Agent has a named **Actual (Authoritative) Account Lead**, who must be an Associate.

Why it exists

Alescent's governance model separates delegated relationship activity (apparent) from binding decisions and accountability (actual). This preserves control, reduces risk, and aligns internal practice to legal reality.

Delegation Protocol

What it does

Defines the practical operating rules for an Apparent Account Lead:

- the Agent must not make binding commitments;
- specific categories of statements must be escalated; and
- external identification may be required to avoid misleading counterparties.

Why it exists

Apparent authority risk is created through day-to-day communications, not through the document alone. The delegation protocol makes safe behavior explicit.

Role Expectations

What it does

Defines what the Agent is expected to do and what the Agent must not do.

Why it exists

This creates clear performance expectations and limits role creep into pricing authority, contractual negotiation, delivery commitments, or Product rights.

Role Assignments and Account Assignments

What it does

Makes clear that:

- role qualification does not grant authority;
- authority is conferred via Role Assignments; and
- account-specific scope and economics are governed by Account Assignments.

Why it exists

This preserves the modular contract architecture and prevents accidental entitlement or authority through a schedule alone.

Participation in the Value Distribution Model

What it does

Allows participation only as defined in Account Assignments and disallows side deals.

Why it exists

Alescent's economic model depends on consistent treatment of participation and avoids ad hoc commissions that are disconnected from verified outcomes.

Conduct and Alignment

What it does

Requires compliance with codes of conduct and alignment with Alescent's positioning.

Why it exists

Agents often represent the firm externally. Misrepresentation, overcommitment, or off-message behavior creates disproportionate risk.

Effective Date, Term, and Revocation

What it does

Establishes that the Schedule is jointly executed, identifies the Effective Date, and preserves Alescent's ability to suspend or revoke roles and assignments.

Why it exists

Authority and role participation must be controllable and reversible, especially where an Agent's conduct or circumstances change.



Order of Precedence

What it does

States that:

- MNDA governs confidentiality;
- Master Agreement governs baseline terms;
- Schedule governs role qualification;
- Role Assignments govern authority; and
- Account Assignments govern account-specific scope and economics.

Why it exists

This prevents conflicts and reinforces the modular structure for negotiation and governance.

Common Questions

Does this Schedule make the Agent an employee or partner of Alescent?

No. The Schedule preserves an independent contractor posture and disclaims partnership or employment.

Can the Agent bind Alescent to a contract or commercial commitment?

Not by virtue of this Schedule. Any authority must be expressly granted and is limited by Role Assignments and Account Assignments.

How does the Agent get compensated?

Only through the Value Distribution Model as specified in Account Assignments.