

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to
Commission File Number: 001-39299

Alight, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

**320 South Canal Street,
50th Floor, Suite 5000, Chicago, IL**

(Address of principal executive offices)

86-1849232

(I.R.S. Employer
Identification No.)

60606

(Zip Code)

(224) 737-7000

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	ALIT	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes

No

As of April 30, 2026, the registrant had 526,847,029 shares of Class A Common Stock, par value \$0.0001 per share, 4,955,297 shares of Class B-1 Common

Stock, par value \$0.0001 per share, 4,955,297 shares of Class B-2 Common Stock, par value \$0.0001 per share, and 484,358 shares of Class V Common Stock, par value \$0.0001 per share, outstanding.

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Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements include, but are not limited to, statements that relate to expectations regarding future financial performance (including the impact of bookings and losses from contract renewals on revenue growth), and business strategies or expectations for our business. Forward-looking statements can often be identified by the use of words such as "anticipate," "appear," "approximate," "believe," "continue," "could," "estimate," "expect," "foresee," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "seek," "should," "would" or similar expressions or the negative thereof. These forward-looking statements are based on information available as of the date of this report and the Company's management's current expectations, forecasts and assumptions, and involve a number of judgments, known and unknown risks and uncertainties and other factors, many of which are outside the control of the Company and its directors, officers and affiliates. We believe these factors include but are not limited to those described under the section entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "Annual Report"), as such factors may be updated from time to time in our periodic filings with the United States Securities and Exchange Commission ("SEC"), which are accessible on the SEC's website at www.sec.gov. Forward-looking statements should not be relied upon as representing the Company's views as of any subsequent date. The Company does not undertake any obligation to update, add or otherwise correct any forward-looking statements contained herein to reflect events or circumstances after the date they were made, whether as a result of new information, future events, inaccuracies that become apparent after the date hereof or otherwise, except as may be required under applicable securities laws.

Website and Social Media Disclosure

We use our website (www.alight.com) and our corporate Facebook (<http://www.facebook.com/AlightGlobal>), Instagram (@alight_solutions), LinkedIn (www.linkedin.com/company/alightsolutions), X (@alightsolutions), and YouTube (www.youtube.com/c/AlightSolutions) accounts, as well as Rohit Verma's LinkedIn account (<https://www.linkedin.com/in/rohit-verma-4291a5/>), as channels of distribution of Company information. The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following our press releases, filings made with the Securities and Exchange Commission (the "SEC") and public conference calls and webcasts. In addition, you may automatically receive email alerts and other information about Alight by visiting the "Resources—Investor Email Alerts" section of our website at <https://investor.alight.com/overview>. The information on our website and any alerts are not, however, part of this Quarterly Report.

The Company makes available free of charge on its website or provides a link on its website to the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after those reports are electronically filed with, or furnished to, the SEC. To access these filings, go to the Company's website and under the "Investors" heading, click on "Financials."

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Alight, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

(in millions, except par values)	March 31, 2026	December 31, 2025
Assets		
Current Assets		
Cash and cash equivalents	\$ 178	\$ 273
Receivables, net	359	387
Other current assets	205	234
Fiduciary assets	239	248
Total Current Assets	981	1,142
Goodwill	83	83
Intangible assets, net	2,503	2,573
Fixed assets, net	367	378
Deferred tax assets, net	23	15
Other assets	382	377
Total Assets	\$ 4,339	\$ 4,568
Liabilities and Stockholders' Equity		
Liabilities		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 215	\$ 253
Current portion of long-term debt, net	20	20
Other current liabilities	219	353
Fiduciary liabilities	239	248
Total Current Liabilities	693	874
Deferred tax liabilities	15	14
Long-term debt, net	1,980	1,985
Long-term tax receivable agreement	489	508
Other liabilities	133	141
Total Liabilities	\$ 3,310	\$ 3,522
Commitments and Contingencies		
Stockholders' Equity		
Preferred stock at \$0.0001 par value: 1.0 shares authorized, none issued and outstanding	\$ —	\$ —
Class A Common Stock: \$0.0001 par value, 1,000.0 shares authorized; 569.4 and 566.5 shares issued, and 526.8 and 523.9 shares outstanding as of March 31, 2026 and December 31, 2025, respectively	—	—
Class B Common Stock: \$0.0001 par value, 20.0 shares authorized; 9.9 and 9.9 issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	—	—
Class V Common Stock: \$0.0001 par value, 175.0 shares authorized; 0.5 and 0.5 issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	—	—
Class Z Common Stock: \$0.0001 par value, 12.9 shares authorized; none issued and outstanding	—	—
Treasury stock, at cost (42.6 and 42.6 shares at March 31, 2026 and December 31, 2025, respectively)	(284)	(284)
Additional paid-in-capital	5,068	5,065
Accumulated deficit	(3,776)	(3,757)
Accumulated other comprehensive income	19	20
Total Alight, Inc. Stockholders' Equity	\$ 1,027	\$ 1,044
Noncontrolling interest	2	2
Total Stockholders' Equity	\$ 1,029	\$ 1,046
Total Liabilities and Stockholders' Equity	\$ 4,339	\$ 4,568

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

Alight, Inc.
Condensed Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)

(in millions, except per share amounts)	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 534	\$ 548
Cost of services, exclusive of depreciation and amortization	347	351
Depreciation and amortization	31	26
Gross Profit	156	171
Operating Expenses		
Selling, general and administrative	105	104
Depreciation and intangible amortization	73	75
Total Operating expenses	178	179
Operating Income (Loss) From Continuing Operations	(22)	(8)
Other (Income) Expense		
(Gain) Loss from change in fair value of financial instruments	—	(8)
(Gain) Loss from change in fair value of tax receivable agreement	(19)	9
Interest expense	24	22
Other (income) expense, net	(1)	(11)
Total Other (income) expense, net	4	12
Income (Loss) From Continuing Operations Before Taxes	(26)	(20)
Income tax expense (benefit)	(7)	(3)
Net Income (Loss) From Continuing Operations	(19)	(17)
Net Income (Loss) From Discontinued Operations, Net of Tax	—	(8)
Net Income (Loss)	(19)	(25)
Net income (loss) attributable to noncontrolling interests	—	—
Net Income (Loss) Attributable to Alight, Inc.	\$ (19)	\$ (25)
Earnings (Loss) Per Share		
Basic and Diluted		
Continuing operations	\$ (0.04)	\$ (0.03)
Discontinued operations	\$ —	\$ (0.02)
Net Income (Loss)	\$ (0.04)	\$ (0.05)
Net Income (Loss)	\$ (19)	\$ (25)
Other comprehensive income (loss), net of tax:		
Change in fair value of derivatives	1	(8)
Foreign currency translation adjustments	(2)	—
Total Other comprehensive income (loss), net of tax:	(1)	(8)
Comprehensive Income (Loss) Before Noncontrolling Interests	(20)	(33)
Comprehensive income (loss) attributable to noncontrolling interests	—	—
Comprehensive Income (Loss) Attributable to Alight, Inc.	\$ (20)	\$ (33)

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

Alight, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)

(in millions)	Common Stock	Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Alight, Inc. Equity	Noncontrolling Interest	Total Stockholders' Equity
Balance at December 31, 2025	\$ —	\$ (284)	\$ 5,065	\$ (3,757)	\$ 20	\$ 1,044	\$ 2	\$ 1,046
Net income (loss)	—	—	—	(19)	—	(19)	—	(19)
Other comprehensive income (loss), net	—	—	—	—	(1)	(1)	—	(1)
Share-based compensation expense	—	—	4	—	—	4	—	4
Shares withheld in lieu of taxes	—	—	(1)	—	—	(1)	—	(1)
Share repurchases	—	—	—	—	—	—	—	—
Dividends	—	—	—	—	—	—	—	—
Other	—	—	—	—	—	—	—	—
Balance at March 31, 2026	\$ —	\$ (284)	\$ 5,068	\$ (3,776)	\$ 19	\$ 1,027	\$ 2	\$ 1,029

(in millions)	Common Stock	Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Alight, Inc. Equity	Noncontrolling Interest	Total Stockholders' Equity
Balance at December 31, 2024	\$ —	\$ (219)	\$ 5,141	\$ (660)	\$ 47	\$ 4,309	\$ 4	\$ 4,313
Net income (loss)	—	—	—	(25)	—	(25)	—	(25)
Other comprehensive income (loss), net	—	—	—	—	(8)	(8)	—	(8)
Share-based compensation expense	—	—	6	—	—	6	—	6
Shares withheld in lieu of taxes	—	—	(11)	—	—	(11)	—	(11)
Share repurchases	—	(20)	—	—	—	(20)	—	(20)
Dividends	—	—	(21)	—	—	(21)	—	(21)
Other	—	—	(1)	—	—	(1)	—	(1)
Balance at March 31, 2025	\$ —	\$ (239)	\$ 5,114	\$ (685)	\$ 39	\$ 4,229	\$ 4	\$ 4,233

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

Alight, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(in millions)	Three Months Ended March 31,	
	2026	2025
Operating activities:		
Net Income (Loss) From Continuing Operations	\$ (19)	\$ (17)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	34	30
Intangible asset amortization	70	71
Noncash lease expense	2	2
Share-based compensation expense	4	6
(Gain) loss from change in fair value of financial instruments	—	(8)
(Gain) loss from change in fair value of tax receivable agreement	(19)	9
Deferred tax expense (benefit)	(7)	(4)
Other	4	—
Changes in operating assets and liabilities:		
Accounts receivable	28	33
Accounts payable and accrued liabilities	(38)	(60)
Other assets and liabilities	20	11
Cash provided by operating activities - continuing operations	79	73
Cash provided by operating activities - discontinued operations	—	—
Net cash provided by operating activities	\$ 79	\$ 73
Investing activities:		
Capital expenditures	(26)	(29)
Cash provided by (used in) investing activities - continuing operations	(26)	(29)
Cash used in investing activities - discontinued operations	—	—
Net cash provided by (used in) investing activities	\$ (26)	\$ (29)
Financing activities:		
Dividend payments	—	(21)
Net increase (decrease) in fiduciary liabilities	(9)	(12)
Repayments to banks	(5)	(5)
Principal payments on finance lease obligations	(5)	(5)
Payments on tax receivable agreements	(136)	(100)
Tax payment for shares/units withheld in lieu of taxes	(1)	(11)
Repurchase of shares	—	(20)
Other financing activities	—	(2)
Cash used for financing activities - continuing operations	(156)	(176)
Cash provided by (used in) financing activities - discontinued operations	—	—
Net Cash provided by (used in) financing activities	\$ (156)	\$ (176)
Effect of exchange rate changes on cash, cash equivalents and restricted cash - continuing operations	(1)	—
Effect of exchange rate changes on cash, cash equivalents and restricted cash - discontinued operations	—	—
Net increase (decrease) in cash, cash equivalents and restricted cash	(104)	(132)
Cash, cash equivalents and restricted cash balances from:		
Continuing operations - beginning of year	\$ 521	\$ 582
Discontinued operations - beginning of year	—	—
Less discontinued operations - end of period	—	—
Continuing operations - end of period	\$ 417	\$ 450
Reconciliation of cash, cash equivalents, and restricted cash to the Condensed Consolidated Balance Sheets		
Cash and cash equivalents	\$ 178	\$ 223
Restricted cash included in fiduciary assets	239	227
Total cash, cash equivalents and restricted cash	\$ 417	\$ 450
Supplemental disclosure of non-cash investing and financing activities:		
Fixed asset additions acquired through finance leases	\$ 3	\$ 6
Right of use asset additions acquired through operating leases	6	1

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

Alight, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

1. Basis of Presentation and Nature of Business

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information and should be read in conjunction with the Consolidated Financial Statements contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the Securities and Exchange Commission ("SEC") on February 24, 2026. In the opinion of management, all adjustments, including normal recurring adjustments, considered necessary for a fair presentation have been included. All intercompany transactions and balances have been eliminated upon consolidation.

On July 2, 2021 (the "Closing Date"), Alight Holding Company, LLC (the "Predecessor" or "Alight Holdings") completed a business combination (the "Business Combination") with a special purpose acquisition company. On the Closing Date, pursuant to the Business Combination Agreement, the special purpose acquisition company became a wholly owned subsidiary of Alight, Inc. ("Alight", the "Company", "we" "us" "our" or the "Successor"). As of March 31, 2026, Alight owned approximately 99% of the economic interest in the Predecessor, had 100% of the voting power and controlled the management of the Predecessor. The non-voting ownership percentage held by noncontrolling interest was less than 1% as of March 31, 2026.

On July 12, 2024, the Company, completed the sale (the "Transaction") of Alight's Payroll & HCM Outsourcing business (the "Divestiture" or "Divested Business") within the Employer Solutions segment. As a result of this agreement, the results of the Company's Payroll and Professional Services businesses are reported separately as discontinued operations, net of tax, in our condensed consolidated financial statements for all periods presented.

Nature of Business

We are a technology-enabled services company delivering human capital management solutions to many of the world's largest and most complex organizations. This includes the implementation and administration of employee benefits (e.g., health, wealth and leaves) solutions. Alight's numerous solutions and services are utilized year-round by employees and their family members in support of their overall health, wealth and wellbeing goals. Participants can access their solutions digitally, including through a mobile application on Alight Worklife®, our intuitive, cloud-based employee engagement platform. Through Alight Worklife, the Company believes it is defining the future of employee benefits by providing an enterprise level, integrated offering designed to drive better outcomes for organizations and individuals.

Our primary business, Employer Solutions, is driven by our Alight Worklife platform, and includes integrated benefits administration, healthcare navigation, financial wellbeing and retiree healthcare. We leverage data across numerous interactions and activities to improve the employee experience, reduce operational costs and better inform management processes and decision-making. Our clients' employees benefit from an integrated platform and user experience, coupled with a full-service customer care center, helping them manage the full life cycle of their health, wealth and wellbeing.

2. Significant Accounting Policies

The adoption of ASU No. 2025-05, Financial Instruments – Credit Losses did not have a material impact on the condensed consolidated financial statements. There have been no other material changes to our significant accounting policies from our Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

Allowance for Expected Credit Losses

The Company holds an allowance for expected credit losses with respect to trade receivables and contract assets that is based on a combination of factors, including evaluation of historical write-offs, current conditions and reasonable economic forecasts that affect collectability and other qualitative and quantitative analysis. The Company has elected to apply the practical expedient that allows the Company to assume that conditions as of the balance sheet date will not change for the remaining life of the asset when developing reasonable and supportable forecasts as part of estimating expected credit losses. Receivables, net included an allowance for expected credit losses of \$5 million and \$6 million at March 31, 2026 and December 31, 2025, respectively.

Use of Estimates

The preparation of the accompanying Condensed Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities,

disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of reserves and expenses.

These estimates and assumptions are based on management's best estimates and judgments. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. Management believes its estimates to be reasonable given the current facts available. Management adjusts such estimates and assumptions when facts and circumstances dictate. Illiquid credit markets, volatile equity markets, and foreign currency exchange rate movements increase the uncertainty inherent in such estimates and assumptions. As future events and their effects cannot be predicted with certainty, actual results could differ significantly from these estimates. Changes in estimates resulting from continuing changes in the economic environment would, if applicable, be reflected in the financial statements in future periods.

New Accounting Pronouncements Recently Adopted

In July 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2025-05, Financial Instruments - Credit Losses (Topic 326), which provides all entities with a practical expedient in developing a reasonable and supportable forecast as part of estimating current expected credit losses assuming that current conditions as of the balance sheet date do not change for the remaining life of the asset. The Company adopted this standard prospectively during the three months ended March 31, 2026 and it did not have a material impact on the condensed consolidated financial statements.

New Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, Expense Disaggregation Disclosures (Topic 220), which requires disclosure in the notes to financial statements of specified information about certain costs and expenses. This guidance will be effective for the annual periods beginning with the year ending December 31, 2027. Early adoption is permitted. Upon adoption, the guidance may be applied retrospectively or prospectively. The Company is currently evaluating the standard to determine the impact of adoption to its condensed consolidated financial statements and disclosures.

In September 2025, the FASB issued ASU No. 2025-06, Accounting for and Disclosure of Software Costs, which improves the operability of the guidance by removing all references to software development project stages so that the guidance is neutral to different software development methods. Moving forward, the amendments will require an entity to capitalize software costs when a set of two criteria are met. This guidance will be effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted. Upon adoption, the guidance may be applied prospectively, using a modified transition approach, or retrospectively. The Company is currently evaluating the standard to determine the impact of adoption to its condensed consolidated financial statements and disclosures.

In December 2025, the FASB issued ASU No. 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements, which aims to improve the guidance in Topic 270, Interim Reporting, by improving the navigability of the required interim disclosures and clarifying when that guidance is applicable. The amendments will be effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. Upon adoption, entities can apply the amendments either prospectively or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the standard to determine the impact of adoption to its condensed consolidated financial statements and disclosures.

3. Revenue from Contracts with Customers

The majority of the Company's revenue is highly recurring and is derived from contracts with customers to provide integrated health, wealth, and leave administrative solutions that empower clients and their employees to manage their health, wealth and HR needs. The Company's revenues are disaggregated by recurring and project revenues within the reportable segment. Recurring revenues are typically longer term in nature and more predictable on an annual basis, while project revenues consist of project work of a shorter duration and are therefore less predictable on an annual basis. See Note 12, "Segment Reporting" for quantitative disclosures of recurring and project revenues by reportable segment. The Company's reportable segment is Employer Solutions. Employer Solutions is driven by our digital, software and AI-led capabilities powered by the Alight Worklife® platform and spanning total employee wellbeing and engagement, including integrated benefits administration, healthcare navigation, financial health and employee wellbeing. The Company believes the revenue categories within Employer Solutions depict how the nature, amount, timing, and uncertainty of its revenue and cash flows are affected by economic factors.

Revenues are recognized when control of the promised services is transferred to the customer in the amount that best reflects the consideration to which the Company expects to be entitled in exchange for those services. The majority of the Company's revenue is recognized over time as the customer simultaneously receives and consumes the benefits of our services. We may occasionally be entitled to a fee based on achieving certain performance criteria or contract milestones. To the extent that we cannot estimate with reasonable assurance the likelihood that we will achieve the performance target, we will constrain this portion of the transaction price and recognize it when or as the uncertainty is resolved. Any taxes assessed on revenues relating to services provided to our clients are recorded on a net basis. All of the Company's revenues are described in more detail below.

Administrative Services

We provide benefits and human resource services across all of our solutions, which are highly recurring. The Company's contracts may include administration services across one or multiple solutions and typically range from three to five years with mutual renewal options. These contracts typically consist of an implementation phase and an ongoing administration phase:

Implementation phase – In connection with the Company's long-term agreements, implementation efforts are often necessary to set up clients and their human resource or benefit programs on the Company's systems and operating processes. Work performed during the implementation phase is considered a set-up activity because it does not transfer a service to the customer. Therefore, it is not a separate performance obligation. As these agreements are longer term in nature, our contracts generally provide that if the client terminates a contract, we are entitled to an additional payment for services performed through the termination date designed to recover our up-front costs of implementation. Any fees received from the customer as part of the implementation are, in effect, an advance payment for the future ongoing administration services to be provided.

Ongoing administration services phase – For all solutions, the ongoing administration phase includes a variety of plan and system support services. More specifically, these services include data management, calculations, reporting, fulfillment/communications, compliance services, call center support, and in our Health Solutions agreements, annual on-boarding and enrollment support. While there are a variety of activities performed across all solutions, the overall nature of the obligation is to provide integrated administration solutions to the customer. The agreement represents a stand-ready obligation to perform these activities across all solutions on an as-needed basis. The customer obtains value from each period of service, and each time increment (i.e., each month, or each benefit cycle in the case of our Health Solutions arrangements) is distinct and the activities are performed substantially the same. Accordingly, the ongoing administration services for each solution represents a series and each series (i.e., each month, or each benefit cycle including the enrollment period in the case of our Health Solutions arrangements) of distinct services are deemed to be a single performance obligation. In agreements that include multiple performance obligations, the transaction price related to each performance obligation is based on a relative stand-alone selling price basis. We establish the stand-alone selling price using a suitable estimation method, which includes a market assessment approach using observable market prices the Company charges separately for similar solutions to similar customers, or an expected cost plus margin approach.

Our contracts with our clients specify the terms and conditions upon which the services are based. Fees for these services are primarily based on a contracted fee charged per participant per period (e.g., monthly or annually, as applicable). These contracts may also include fixed components, including lump-sum implementation fees. Our fees are not typically payable until the commencement of the ongoing administration phase. Once fees become payable, payment is typically due on a monthly basis as we perform under the contract, and we are entitled to be reimbursed for work performed to date in the event of termination.

For Health Solutions administration services, each benefits cycle inclusive of the enrollment period represents a time increment under the series guidance and is a single performance obligation. Although ongoing fees are typically not payable until the commencement of the ongoing administrative phase, we begin transferring services to our customers approximately four months prior to payments being due as part of our annual enrollment services. Although our per-participant fees are considered variable, they are typically predictable in nature, and therefore we do not generally constrain any portion of our transaction price estimates. We use an input method based on the labor costs incurred relative to total labor costs as the measure of progress in satisfying our Health Solutions performance obligation commencing when the customer's annual enrollment services begin. Given that the Health Solutions enrollment and administrative services are stand-ready in nature, it can be difficult to estimate the total expected efforts or hours we will incur for a particular benefits cycle. Therefore, the input measure is based on the historical effort expended, which is measured as labor cost.

In the normal course of business, we enter into change orders or other contract modifications to add or modify services provided to the customer. We evaluate whether these modifications should be accounted for as separate contracts

or a modification to an existing contract. To the extent that the modification changes a promise that forms part of the underlying series, the modification is not accounted for as a separate contract.

Other Contracts

In addition to the ongoing administration services, the Company also has services across all solutions that represent separate performance obligations and that are often shorter in duration, such as our participant financial advisory services and enrollment services not bundled with ongoing administration services.

Fee arrangements can be in the form of fixed-fee, time-and-materials, or fees based on assets under management. Payment is typically due on a monthly basis as we perform under the contract, and we are entitled to be reimbursed for work performed to date in the event of termination.

Services may represent stand-ready obligations that meet the series provision, in which case all variable consideration is allocated to each distinct time increment.

Other services are recognized over time based on a method that faithfully depicts the transfer of value to the customer, which may be based on the value of labor hours worked or time elapsed, depending on the facts and circumstances.

The majority of the fees for enrollment services not bundled with ongoing administration services may be in the form of commissions received from insurance carriers for policy placement and are variable in nature. These annual enrollment services include employer-sponsored arrangements that place both retiree Medicare coverage and voluntary benefits. Our performance obligations under these annual enrollment services are typically completed over a short period upon which a respective policy is placed or confirmed with no ongoing fulfillment obligations. For the employer-sponsored arrangements, we recognize the majority of the placement revenue in the fourth quarter of the calendar year, which is when most of the placement or renewal activity occurs. However, the Company may continue to receive commissions from carriers until the respective policy lapses or is canceled. The Company bases the estimates of total transaction price on supportable evidence from an analysis of past transactions, and only includes amounts that are probable of being received or not refunded. For the employer-sponsored arrangements, the estimated total transaction price may differ from the ultimate amount of commissions we may collect. Consequently, the estimate of total transaction price is adjusted over time as the Company receives confirmation of cash received, or as other information becomes available.

A portion of the Company's revenue is subscription-based where monthly fees are paid to the Company. The subscription-based revenue is recognized straight-line over the contract term, which is generally three years.

The Company has elected to apply practical expedients to not disclose the revenue related to unsatisfied performance obligations if (1) the contract has an original duration of one year or less, or (2) the variable consideration is allocated entirely to an unsatisfied performance obligation which is recognized as a series of distinct goods and services that form a single performance obligation.

Contract Costs

Costs to obtain a Contract

The Company capitalizes incremental costs to obtain a contract with a customer that are expected to be recovered. Assets recognized for the costs to obtain a contract, which primarily includes sales commissions paid in relation to the initial contract, are amortized over the expected life of the underlying customer relationships, which is 15 years for most of our solutions and 7 years for our leaves solutions. For situations where the duration of the contract is 1 year or less, the Company has applied a practical expedient and recognized the costs of obtaining a contract as an expense when incurred. These costs are recorded in Cost of services, exclusive of depreciation and amortization in the Condensed Consolidated Statements of Comprehensive Income (Loss).

Costs to fulfill a Contract

The Company capitalizes costs to fulfill contracts which includes highly customized implementation efforts to set up clients and their human resource or benefit programs. Assets recognized for the costs to fulfill a contract are amortized on a systematic basis over the expected life of the underlying customer relationships, which is 7 years for our leaves solutions and 15 years for all of our other solutions. Amortization for all contracts costs is recorded in Cost of services, exclusive of depreciation and amortization in the Condensed Consolidated Statements of Comprehensive Income (Loss), see Note 5, "Other Financial Data".

4. Discontinued Operations

As disclosed in Note 1, "Basis of Presentation and Nature of Business", on July 12, 2024, the Company closed on the sale of the Divested Business. Under the terms of the Purchase Agreement, the Buyer agreed to acquire the Divested Business for total consideration of up to \$1.2 billion, in the form of (1) \$1.0 billion in cash (the "Closing Cash Consideration") payable at the closing of the transactions (the "Closing") contemplated by the Purchase Agreement, (2) a note with an aggregate principal amount of \$50 million and a fair value of \$35 million as of July 12, 2024 issued at Closing (the "Seller Note") by an indirect parent of Buyer (the "Note Issuer") and (3) contingent upon the financial performance of the Divested Business for the 2025 fiscal year, a note with an aggregate principal amount of up to \$150 million (the "Additional Seller Note") and an initial fair value of \$43 million as of July 12, 2024 to be issued by the Note Issuer. The Seller Note has a stated interest rate of 8.0% which is expected to mature in July 2030. The Seller Note was measured at fair value as of July 12, 2024 on a nonrecurring basis, by calculating the interest of the Seller Note, which is expected to be paid-in-kind, and discounting the principal and interest by applying a discount rate based on the Divested Business's estimated cost of debt.

In conjunction with the Divestiture, the Company entered into a Transition Services Agreement (the "TSA") with the Buyer. The TSA outlines the terms under which the Company would provide certain reimbursable post-closing services to support the business on a transitional basis for an initial period of up to 18 months, with the option to extend for an additional six months. As of March 31, 2026, the Company is no longer providing the majority of services originally agreed upon in the TSA.

TSA services income was immaterial and \$10 million for the three months ended March 31, 2026 and 2025, respectively, which was recognized in Other (income) expense, net, with the corresponding expenses recorded in Cost of services and Selling, general and administrative expense in the Condensed Consolidated Statement of Comprehensive Income (Loss).

Pass-through costs of approximately \$2 million and \$15 million for the three months ended March 31, 2026 and 2025, respectively, were incurred under the TSA, which were netted against the equal and offsetting reimbursement amounts due from the Divested Business.

Revenue earned from customer care commercial services provided to the Divested Business was \$9 million and \$12 million for the three months ended March 31, 2026 and 2025, respectively.

The following table presents the results as reported in Income (Loss) from Discontinued Operations, Net of Tax, within our Condensed Consolidated Statements of Comprehensive Income (Loss) (in millions):

	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 3	\$ 24
Cost of services, exclusive of depreciation and amortization	3	24
Depreciation and amortization	—	—
Gross Profit	—	—
Operating Expenses		
Selling, general and administrative	—	—
Depreciation and intangible amortization	—	—
Total Operating Expenses	—	—
Income (loss) from Discontinued Operations	—	—
Other (income) expense, net	—	—
Income (Loss) from Discontinued Operations Before Income Taxes	—	—
(Gain) Loss on sale of disposition, net of tax	—	7
Income tax expense (benefit)	—	1
Net Income (Loss) from Discontinued Operations, Net of Tax	\$ —	\$ (8)

The Company concluded that it controlled a portion of the Divested Business services subsequent to separation as a result of certain shared contractual relationships that had not been legally assigned as of March 31, 2026. As such, the Company determined it was the principal for these services and, therefore, the Company recorded \$3 million and \$24 million for the three months ended March 31, 2026 and 2025, respectively, of Revenue and Cost of services on a gross

basis within discontinued operations in the accompanying Condensed Consolidated Statements of Comprehensive Income (Loss).

The expense amounts reflected above represent only the direct costs attributable to the Divested Business and excludes allocations of corporate costs retained following the sale.

5. Other Financial Data

Condensed Consolidated Balance Sheets Information

Receivables, net

The components of Receivables, net are as follows (in millions):

	March 31, 2026	December 31, 2025
Billed and unbilled receivables	\$ 364	\$ 393
Allowance for expected credit losses	(5)	(6)
Balance at end of period	<u>\$ 359</u>	<u>\$ 387</u>

Other current assets

The components of Other current assets are as follows (in millions):

	March 31, 2026	December 31, 2025
Deferred project costs	\$ 33	\$ 30
Prepaid expenses	56	55
Commissions receivable	52	90
Other	64	59
Total	<u>\$ 205</u>	<u>\$ 234</u>

Other assets

The components of Other assets are as follows (in millions):

	March 31, 2026	December 31, 2025
Deferred project costs	\$ 274	\$ 276
Operating lease right of use asset	36	36
Commissions receivable	6	7
Other	66	58
Total	<u>\$ 382</u>	<u>\$ 377</u>

The current and non-current portions of deferred project costs relate to costs to obtain and fulfill contracts (see Note 3, "Revenue from Contracts with Customers"). Total amortization expense related to deferred project costs was \$11 million and \$6 million for the three months ended March 31, 2026 and 2025, respectively, and were recorded in Cost of services, exclusive of depreciation and amortization in the accompanying Condensed Consolidated Statements of Comprehensive Income (Loss).

Other current assets and Other assets include the fair value of outstanding derivative instruments related to interest rate swaps. The interest rate swap balances in Other current assets as of March 31, 2026 and December 31, 2025 were \$5 million and \$5 million, respectively. As of March 31, 2026 and December 31, 2025, there were no interest rate swap balances in Other assets (see Note 13 "Derivative Financial Instruments" for additional information). As of March 31, 2026 and December 31, 2025, the balances in Other assets included \$44 million and \$42 million, respectively, related to the Seller Note.

Other current liabilities

The components of Other current liabilities are as follows (in millions):

	March 31, 2026	December 31, 2025
Deferred revenue	\$ 108	\$ 112
Operating lease liabilities	19	18
Finance lease liabilities	21	20
Current portion of tax receivable agreement liability	20	156
Other	51	47
Total	<u>\$ 219</u>	<u>\$ 353</u>

Other liabilities

The components of Other liabilities are as follows (in millions):

	March 31, 2026	December 31, 2025
Deferred revenue	\$ 35	\$ 36
Operating lease liabilities	50	49
Finance lease liabilities	24	27
Other	24	29
Total	<u>\$ 133</u>	<u>\$ 141</u>

The current and non-current portions of deferred revenue relate to consideration received in advance of performance under client contracts. During the three months ended March 31, 2026 and 2025, revenue of approximately \$28 million and \$23 million was recognized that was recorded as deferred revenue at the beginning of each period, respectively.

Other current liabilities and Other liabilities include the fair value of outstanding derivative instruments related to interest rate swaps. The interest rate swap balance in Other current liabilities as of both March 31, 2026 and December 31, 2025 were \$1 million and \$1 million, respectively. There were no interest rate swaps recorded in Other liabilities as of both March 31, 2026 and December 31, 2025, respectively (see Note 13, "Derivative Financial Instruments" for additional information).

6. Goodwill and Intangible assets, net

The changes in the net carrying amount of goodwill are as follows (in millions):

	Gross Carrying Amount	Accumulated Impairment Losses	Net Carrying Amount
Balance as of December 31, 2025	\$ 3,207	\$ (3,124)	\$ 83
Impairment	—	—	—
Balance at March 31, 2026	<u>\$ 3,207</u>	<u>\$ (3,124)</u>	<u>\$ 83</u>

Intangible assets by asset class are as follows (in millions):

	March 31, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets:						
Customer-related and contract based intangibles	\$ 3,192	\$ 1,010	\$ 2,182	\$ 3,192	\$ 957	\$ 2,235
Technology related intangibles	230	182	48	230	172	58
Trade name	408	135	273	408	128	280
Total	<u>\$ 3,830</u>	<u>\$ 1,327</u>	<u>\$ 2,503</u>	<u>\$ 3,830</u>	<u>\$ 1,257</u>	<u>\$ 2,573</u>

Amortization expense from finite-lived intangible assets for the three months ended March 31, 2026 and 2025 was \$70 million and \$71 million, respectively. Amortization expense from finite-lived intangible assets was recorded in Depreciation and intangible amortization in the Condensed Consolidated Statements of Comprehensive Income (Loss).

The following table reflects intangible assets net carrying amount and weighted-average remaining useful lives as of March 31, 2026 and December 31, 2025 (in millions, except for years):

	March 31, 2026		December 31, 2025	
	Net Carrying Amount	Weighted-Average Remaining Useful Lives	Net Carrying Amount	Weighted-Average Remaining Useful Lives
Intangible assets:				
Customer-related and contract-based intangibles	\$ 2,182	10.2	\$ 2,235	10.5
Technology-related intangibles	48	1.4	58	1.6
Trade name	273	10.3	280	10.5
Total	\$ 2,503		\$ 2,573	

Subsequent to March 31, 2026, the annual amortization expense is expected to be as follows (in millions):

	Customer-Related and Contract Based Intangibles	Technology Related Intangibles	Trade Name Intangibles	Total
2026 (April - December)	\$ 160	\$ 28	\$ 20	\$ 208
2027	214	19	27	260
2028	214	1	27	242
2029	214	—	27	241
2030	214	—	27	241
Thereafter	1,166	—	145	1,311
Total amortization expense	\$ 2,182	\$ 48	\$ 273	\$ 2,503

7. Income Taxes

The Company's effective tax rates for the three months ended March 31, 2026 and 2025 were 27% and 15%, respectively. The effective tax rate for the three months ended March 31, 2026 was higher than the 21% U.S. statutory corporate income tax rate and primarily driven by the Company's non-deductible expenses, tax credits, and changes in valuation allowance. The effective tax rate for the three months ended March 31, 2025 was lower than the 21% U.S. statutory corporate income tax rate. This difference was primarily due to the Company's non-deductible expenses, tax credits, and changes in valuation allowance.

8. Debt

Debt outstanding consisted of the following (in millions):

	Maturity Date	March 31, 2026	December 31, 2025
Seventh Incremental Term Loans ⁽¹⁾	August 31, 2028	\$ 2,000	\$ 2,005
\$330 million Revolving Credit Facility, Amended	May 31, 2030	—	—
Total debt, net		2,000	2,005
Less: current portion of long-term debt, net		(20)	(20)
Total long-term debt, net		\$ 1,980	\$ 1,985

⁽¹⁾ The net balance for the Seventh Incremental Term Loans included unamortized debt issuance costs at March 31, 2026 and December 31, 2025 of approximately \$5 million and \$5 million, respectively.

Term Loan

In January 2025, the Company entered into Amendment No. 11 to its credit agreement, dated as of May 1, 2017 (as amended from time to time, the "Credit Agreement") with a syndicate of lenders to establish a new class of Seventh Incremental Term Loans with an aggregate principal amount of \$2,030 million and to reprice the outstanding Sixth Incremental Term Loans due August 31, 2028 by reducing the applicable rate from SOFR + 2.25% to SOFR + 1.75%.

Interest rates on the Term Loan borrowings are based on SOFR plus a margin. The Company is required to make principal payments at the end of each fiscal quarter based on defined terms in the Credit Agreement with the remaining principal balances due on the maturity dates.

The Company utilized swap agreements to fix a portion of the floating interest rates through December 2026 (see Note 13, "Derivative Financial Instruments" for additional information).

During the three months ended March 31, 2026 and 2025, the Company made total principal payments on the Incremental Term Loans of \$5 million and \$5 million, respectively.

Revolving Credit Facility

In August 2021, the Company entered into a \$294 million revolving credit facility with a maturity date of August 31, 2026. In March 2023, the Company amended and upsized the revolving credit facility to \$300 million and updated the benchmark reference rate from LIBOR to Term SOFR. In May 2025, the Company entered into Amendment No. 12 to the Credit Agreement, which increased the aggregate principal amount of its revolving credit facility to \$330 million and extended the maturity date to May 31, 2030. At March 31, 2026, an immaterial amount of unused letters of credit related to insurance policies were issued under the revolving credit facility and there were no outstanding borrowings. The Company is required to make periodic payments for commitment fees and interest related to the revolving credit facility and outstanding letters of credit. During each of the three months ended March 31, 2026, and 2025, the Company made immaterial payments related to these fees.

Financing Fees, Premiums and Interest Expense

The Company capitalized financing fees and premiums related to the term loans and revolving credit facility. These financing fees and premiums were recorded as an offset to the aggregate debt balances and are being amortized over the respective loan terms.

Total interest expense related to the debt instruments for the three months ended March 31, 2026, and 2025 was \$28 million and \$32 million, respectively. Interest expense is recorded in Interest expense in the Condensed Consolidated Statements of Comprehensive Income (Loss) and is net of interest rate swap derivative gains recognized and interest income.

Principal Payments

Aggregate remaining contractual principal payments as of March 31, 2026 are as follows (in millions):

2026 (April - December)	\$	15
2027		20
2028		1,969
2029		—
2030		—
Thereafter		—
Total payments	\$	<u>2,004</u>

9. Stockholders' Equity

Preferred Stock

As of March 31, 2026, 1,000,000 preferred shares, par value \$0.0001 per share, were authorized and no preferred shares were issued and outstanding.

Class A Common Stock

As of March 31, 2026, 526,775,729 shares of Class A Common Stock were outstanding. On July 2, 2024, all remaining shares of the previously unvested Class A Common Stock became fully vested. Holders of shares of Class A

Common Stock are entitled to one vote per share, and together with the holders of shares of Class B Common Stock, will participate ratably in any dividends declared by the Company's Board of Directors.

Class B Common Stock

Upon the Closing Date of the Business Combination, certain equity holders of Alight Holdings received earnouts (the "Seller Earnouts") that resulted in the issuance of a total of 14,999,998 Class B instruments to the equity holders of the Predecessor. The equity holders of the Predecessor that exchanged their Predecessor Class A units for shares of Class A Common Stock in the Business Combination received shares of Class B Common Stock, and the equity holders of the Predecessor that continue to hold Class A units of Alight Holdings ("Continuing Unit holders") received Class B common units of Alight Holdings.

The Class B Common Stock and Class B common units are not entitled to a vote and accrue dividends equal to amounts declared per corresponding share of Class A Common Stock and Class A unit; however, such dividends are paid if and when such share of Class B Common Stock or Class B unit converts into a share of Class A Common Stock or Class A unit. If any of the shares of Class B Common Stock or Class B common units do not vest on or before the seventh anniversary of the Closing Date, such shares or units will be automatically forfeited and cancelled for no consideration and will not be entitled to receive any cumulative dividend payments.

These Class B instruments are liability classified. Refer to Note 14, "Financial Instruments" for additional information. As further described below, there are two series of Class B instruments outstanding.

Class B-1

As of March 31, 2026, 4,955,297 shares of Class B-1 Common Stock were legally issued and outstanding. Shares of Class B-1 Common Stock vest and automatically convert into shares of Class A Common Stock on a 1-for-1 basis if the volume weighted average price ("VWAP") of the shares of Class A Common Stock equals or exceeds \$12.50 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a \$12.50 per share valuation on a diluted basis).

To the extent any unvested share of Class B-1 Common Stock automatically converts into a share of Class A Common Stock, (i) such share or unit shall remain unvested in accordance with the terms and conditions of the applicable award agreement until it vests or is forfeited in accordance with the terms thereof and (ii) such share or unit shall be treated as unvested Class A consideration as if such share or unit was part of the unvested Class A consideration as of the Closing Date.

As of March 31, 2026, 2,544,702 Class B-1 common units of Alight Holdings were legally issued and outstanding. Class B-1 common units vest and automatically convert into Class A common units of Alight Holdings on a 1-for-1 basis if the VWAP of the shares of Class A Common Stock equals or exceeds \$12.50 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a \$12.50 per share valuation on a diluted basis).

Class B-2

As of March 31, 2026, 4,955,297 shares of Class B-2 Common Stock were legally issued and outstanding. Shares of Class B-2 Common Stock vest and automatically convert into shares of Class A Common Stock on a 1-for-1 basis if the VWAP of the shares of Class A Common Stock equals or exceeds \$15.00 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a \$15.00 per share valuation on a diluted basis).

To the extent any unvested share of Class B-2 Common Stock automatically converts into a share of Class A Common Stock, (i) such share or unit shall remain unvested in accordance with the terms and conditions of the applicable award agreement until it vests or is forfeited in accordance with the terms thereof and (ii) such share or unit shall be treated as unvested Class A consideration as if such share or unit was part of the unvested Class A consideration as of the Closing Date.

As of March 31, 2026, 2,544,702 Class B-2 common units of Alight Holdings were legally issued and outstanding. Class B-2 common units vest and automatically convert into Class A common units of Alight Holdings on a 1-for-1 basis if the VWAP of the shares of Class A Common Stock equals or exceeds \$15.00 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a \$15.00 per share valuation on a diluted basis).

Class B-3

As of March 31, 2026, 10,000,000 shares of Class B-3 Common Stock, par value \$0.0001, were authorized. There were no shares of Class B-3 Common Stock issued and outstanding as of March 31, 2026.

Class V Common Stock

As of March 31, 2026, 484,358 shares of Class V Common Stock were legally issued and outstanding. Holders of Class V Common Stock are entitled to one vote per share and have no economic rights. The Class V Common Stock is held on a 1-for-1 basis with Class A Units in Alight Holdings held by Continuing Unit holders. The Class A Units, together with an equal number of shares of Class V Common Stock, can be exchanged for an equal number of shares of Class A Common Stock.

Class Z Common Stock

As of March 31, 2026, there were no outstanding shares or units of Class Z Common Stock. Upon the Closing Date of the Business Combination, Class Z instruments were issued to the equity holders of the Predecessor. The equity holders of the Predecessor that exchanged their Predecessor Class A units for shares of Class A Common Stock in the Business Combination received shares of Class Z Common Stock, and the Continuing Unit holders received Class Z common units of Alight Holdings. The Class Z instruments were issued to the equity holders of the Predecessor to allow for the re-allocation of the consideration paid to the holders of unvested management equity (i.e., the unvested shares of Class A, Class B-1, and Class B-2 Common Stock) to the equity holders of the Predecessor in the event such equity is forfeited under the terms of the applicable award agreement and vested in connection with any such forfeiture.

Class A Units

Holders of Alight Holdings Class A units can exchange all or any portion of their Class A units, together with the cancellation of an equal number of shares of Class V Common Stock, for a number of shares of Class A Common Stock equal to the number of exchanged Class A units. Alight has the option to cash settle any future exchange.

The Continuing Unit holders' ownership of Class A units represents the noncontrolling interest of the Company, which is accounted for as permanent equity on the Condensed Consolidated Balance Sheets. As of March 31, 2026, there were 527,260,087 Class A Units outstanding, of which 526,775,729 are held by the Company and 484,358 are held by the noncontrolling interest of the Company.

The Alight Holdings limited liability company agreement contains provisions that require a one-to-one ratio is maintained between each class of Alight Holdings units held by Alight and its subsidiaries (including the Alight Group, Inc., but excluding subsidiaries of Alight Holdings) and the number of outstanding shares of the corresponding class of Alight common stock, subject to certain exceptions (including in respect of management equity in the form of options, rights or other securities which have not been converted into or exercised for Alight common stock). In addition, the Alight Holdings limited liability company agreement permits Alight, in its capacity as the managing member of Alight Holdings, to take actions to maintain such ratio, including undertaking stock splits, combinations, recapitalization and exercises of the exchange rights of holders of Alight Holdings units.

Share Repurchase Program

On August 1, 2022, the Company's Board of Directors authorized a share repurchase program (the "Program"), under which the Company may repurchase issued and outstanding shares of Class A Common Stock from time to time, depending on market conditions and alternate uses of capital. The Program has no expiration date and may be suspended or discontinued at any time. The Program does not obligate the Company to purchase any particular number of shares and there is no guarantee as to any number of shares being repurchased by the Company.

During the three months ended March 31, 2026, the Company did not repurchase any shares of Class A Common Stock. As of March 31, 2026, the total remaining amount authorized for repurchase was \$216 million. Repurchased shares are reflected as Treasury Stock on the Condensed Consolidated Balance Sheets as a component of equity.

The following table reflects the changes in our outstanding stock:

	Class A	Class B-1	Class B-2	Class V	Class Z	Treasury
Balance at December 31, 2025	523,941,625	4,955,297	4,955,297	484,358	—	42,636,987
Conversion of noncontrolling interest	—	—	—	—	—	—
Shares granted upon vesting	2,624,414	—	—	—	—	—
Issuance for compensation to non-employees ⁽¹⁾	209,690	—	—	—	—	—
Share repurchases	—	—	—	—	—	—
Share forfeitures	—	—	—	—	—	—
Balance at March 31, 2026	526,775,729	4,955,297	4,955,297	484,358	—	42,636,987
	Class A	Class B-1	Class B-2	Class V	Class Z	Treasury
Balance at December 31, 2024	531,703,862	4,978,807	4,978,807	510,237	—	28,755,570
Conversion of noncontrolling interest	122	—	—	(122)	—	—
Shares granted upon vesting	3,348,634	—	—	—	—	—
Issuance for compensation to non-employees ⁽¹⁾	63,468	—	—	—	—	—
Share repurchases	(3,245,932)	—	—	—	—	3,245,932
Share forfeitures	—	(23,510)	(23,510)	—	—	—
Balance at March 31, 2025	531,870,154	4,955,297	4,955,297	510,115	—	32,001,502

⁽¹⁾ Issued to certain members of the Board of Directors in lieu of cash retainer.

Dividends

On February 19, 2026, the Company announced it replaced its cash dividend on its Class A common stock, par value \$0.0001 per share, with other capital allocation activities, including deleveraging the balance sheet and continuing our share repurchase program, subject to market and other conditions.

Accumulated Other Comprehensive Income

As of March 31, 2026, the Accumulated other comprehensive income ("AOCI") balance included unrealized gains and losses for interest rate swaps and foreign currency translation adjustments related to our foreign subsidiaries that do not have the U.S. dollar as their functional currency. The tax effect on the Company's pre-tax AOCI items is recorded in the AOCI balance. This tax is comprised of two items: (1) the tax effects related to the unrealized pre-tax items recorded in AOCI and (2) the tax effect related to certain valuation allowances that have also been recorded in AOCI. When unrealized items in AOCI are recognized, the associated tax effects on these items will also be recognized in the tax provision.

Changes in accumulated other comprehensive income, net of noncontrolling interests, are as follows (in millions):

	Foreign Currency Translation Adjustments	Interest Rate Swaps ⁽¹⁾	Total
Balance at December 31, 2025	\$ 4	\$ 16	\$ 20
Other comprehensive income (loss) before reclassifications	(2)	2	—
Tax (expense) benefit	—	—	—
Other comprehensive income (loss) before reclassifications, net of tax	(2)	2	—
Amounts reclassified from accumulated other comprehensive income	—	(1)	(1)
Tax expense	—	—	—
Amounts reclassified from accumulated other comprehensive income, net of tax	—	(1)	(1)
Net current period other comprehensive income (loss), net of tax	(2)	1	(1)
Balance at March 31, 2026	<u>\$ 2</u>	<u>\$ 17</u>	<u>\$ 19</u>

⁽¹⁾ Reclassifications from this category are recorded in Interest expense. See Note 13, "Derivative Financial Instruments" for additional information

	Foreign Currency Translation Adjustments	Interest Rate Swaps ⁽¹⁾	Total
Balance at December 31, 2024	\$ 4	\$ 43	\$ 47
Other comprehensive income (loss) before reclassifications	—	(3)	(3)
Tax (expense) benefit	—	2	2
Other comprehensive income (loss) before reclassifications, net of tax	—	(1)	(1)
Amounts reclassified from accumulated other comprehensive income	—	(7)	(7)
Tax expense	—	—	—
Amounts reclassified from accumulated other comprehensive income, net of tax	—	(7)	(7)
Net current period other comprehensive income (loss), net of tax	—	(8)	(8)
Balance at March 31, 2025	<u>\$ 4</u>	<u>\$ 35</u>	<u>\$ 39</u>

⁽¹⁾ Reclassifications from this category are recorded in Interest expense. See Note 13, "Derivative Financial Instruments" for additional information

10. Share-Based Compensation

The Company has an active equity incentive plan, the Alight, Inc. 2021 Omnibus Incentive Plan (the "Incentive Plan"), under which the Company has been authorized to grant share-based awards to key employees and non-employee directors, which consist primarily of time-based restricted stock units ("RSUs") and performance and market condition share units ("PRSUs"). Under this plan, for grants issued during the three months ended March 31, 2026, approximately 49% of the units are subject to time-based vesting requirements and approximately 51% are subject to additional performance-based vesting requirements. As of March 31, 2026, there were 144,516,151 remaining shares of common stock authorized for issuance pursuant to the Company's stock-based compensation plans under its 2021 Omnibus Incentive Plan. RSU and PSU nonvested share-based payment awards contain rights to receive forfeitable dividends and therefore are not participating securities.

Restricted Share Units and Performance Share Units

Time-based RSUs are valued at the market price of a share of the Company's common stock on the date of grant. In general, these awards vest ratably over a three-year period from the date of grant. All awards are expensed on a straight-line basis over a three-year period, which is considered to be the requisite service period.

The Company's PRSUs contain various performance, market and service conditions that must be satisfied for an employee to earn the right to benefit from the award. The PRSUs vest upon achievement of various performance metrics or market conditions aligned to goals established by the Company. Expense is recognized on a straight-line basis over the requisite service period, based on the probability of achieving the performance or market conditions, with changes in expectations recognized as an adjustment to earnings in the period of the change. Compensation cost is not recognized for performance share units that do not vest because service or performance conditions are not satisfied, and any previously recognized compensation cost is reversed. Compensation cost is recognized for awards with a market condition provided that the requisite service is rendered, regardless of when, if ever, the market condition is satisfied.

The weighted-average grant-date fair value per share of RSUs and PRSUs granted during each of the three months ended March 31, 2026 and 2025 were approximately \$0.81 and \$6.18, and \$0.73 and \$6.50, respectively.

The following table summarizes the RSU and PRSU activity during the three months ended March 31, 2026:

	RSUs	Weighted Average Grant Date Fair Value Per Unit	PRSUs ⁽¹⁾	Weighted Average Grant Date Fair Value Per Unit
Balance as of December 31, 2025	7,617,889	\$ 6.56	650,074	\$ 8.60
Granted	32,489,207	0.81	35,253,019	0.73
Vested	(3,163,854)	6.15	(1,003,267)	8.25
Forfeited	(744,441)	5.11	(1,650,333)	7.19
Balance as of March 31, 2026	36,198,801	\$ 1.38	33,249,493	\$ 0.34

⁽¹⁾ The number of PRSUs presented are based on actual or expected achievement of the respective performance goals and market conditions as of the end of the period.

Share-based Compensation Expense

Total share-based compensation expense related to the RSUs and PRSUs are recorded in the Condensed Consolidated Statements of Comprehensive Income (Loss) as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Cost of services, exclusive of depreciation and amortization	\$ 2	\$ 3
Selling, general and administrative	2	3
Total share-based compensation expense	\$ 4	\$ 6

As of March 31, 2026, total future compensation expense related to unvested RSUs was \$46 million, which will be recognized over a remaining weighted-average amortization period of approximately 2.65 years. As of March 31, 2026, total future compensation expense related to unvested PRSUs was \$13 million, which will be recognized over a remaining weighted-average amortization period of approximately 3.67 years.

Employee Stock Purchase Plan

In December 2022, the Company began offering its employees an Employee Stock Purchase Plan (the "ESPP"). Under the ESPP, all full-time and certain part-time employees of the Company based in the U.S. and certain other countries are eligible to purchase Class A Common Stock of the Company twice per year at the end of a six-month payment period (a "Payment Period"). During each Payment Period, eligible employees who so elect may authorize payroll deductions in an amount no less than 1% nor greater than 10% of his or her base pay for each payroll period in the Payment Period. At the end of each Payment Period, the accumulated deductions are used to purchase shares of Class A Common Stock from the Company up to a maximum of 1,250 shares for any one employee during a Payment Period. Shares may be purchased at a discount of up to 15% of the fair market value of the Company's Class A Common Stock on the last business day of a Payment Period. As of March 31, 2026, there were 24,878,230 remaining shares available for grant and 4,503,334 shares issued under the ESPP. For the three months ended March 31, 2026 and March 31, 2025 the share-based compensation expense related to the ESPP was immaterial. Share-based compensation expense related to the ESPP is recorded in Selling, general and administrative expenses in the Condensed Consolidated Statements of Comprehensive Income (Loss).

11. Earnings Per Share

Basic earnings per share is calculated by dividing the net income (loss) attributable to Alight, Inc. by the weighted average number of shares of Class A Common Stock issued and outstanding. The computation of diluted earnings per share reflects the potential dilution that could occur if dilutive securities and other contracts to issue shares were exercised or converted into shares or resulted in the issuance of shares that would then share in the net income of Alight, Inc. The Company's Class V Common Stock does not, and its Class Z Common Stock did not, participate in the earnings or losses of the Company and are therefore not participating securities and have not been included in either the basic or diluted earnings per share calculations. RSU and PSU nonvested share-based payment awards contain rights to receive forfeitable dividends and therefore are not participating securities.

In conjunction with the Business Combination, the Company issued Seller Earnouts contingent consideration, which is payable in the Company's Common Stock when the related market conditions are achieved. As the related conditions to pay the consideration had not been satisfied as of March 31, 2026, the Seller Earnouts were excluded from the diluted earnings per share calculations.

Basic and diluted (net loss) earnings per share are as follows (in millions, except for share and per share amounts):

	Three Months Ended March 31,	
	2026	2025
Basic and diluted (net loss) earnings per share:		
Numerator		
Net Income (Loss) From Continuing Operations	\$ (19)	\$ (17)
Less: Net income (loss) attributable to noncontrolling interest	—	—
Net Income (loss) from continuing operations attributable to Alight, Inc.	\$ (19)	\$ (17)
Net Income (Loss) From Discontinued Operations, Net of Tax	—	(8)
Net Income (Loss) Attributable to Alight, Inc. - basic	\$ (19)	\$ (25)
Loss impact of conversion of noncontrolling interest	—	—
Net income (loss) attributable to Alight, Inc. - diluted	\$ (19)	\$ (25)
Denominator		
Weighted-average shares outstanding - basic	524,744,108	532,297,681
Dilutive effect of the exchange of noncontrolling interest units	—	—
Dilutive effect of RSUs	—	—
Weighted-average shares outstanding - diluted	524,744,108	532,297,681
Basic and Diluted (net loss) earnings per share		
Continuing operations	\$ (0.04)	\$ (0.03)
Discontinued operations	\$ —	\$ (0.02)
Net Income (Loss)	\$ (0.04)	\$ (0.05)

For the three months ended March 31, 2026, 484,358 units related to noncontrolling interests and 36,198,801 unvested RSUs were not included in the computation of diluted shares outstanding as their impact would have been anti-dilutive. In addition, 14,999,998 shares related to the Seller Earnouts and 33,249,493 unvested PRSUs were excluded from the calculation of basic and diluted earnings per share as the market and performance conditions had not yet been met as of the end of the period.

For the three months ended March 31, 2025, 510,115 units related to noncontrolling interests and 8,464,404 unvested RSUs were not included in the computation of diluted shares outstanding as their impact would have been anti-dilutive. In addition, 14,999,998 shares related to the Seller Earnouts and 9,969,087 unvested PRSUs were excluded from the calculation of basic and diluted earnings per share as the market and performance conditions had not yet been met as of the end of the period.

12. Segment Reporting

We currently operate under one reportable segment, Employer Solutions. Employer Solutions is driven by our Alight Worklife platform, and includes integrated benefits administration, healthcare navigation, financial wellbeing, leave of absence management and retiree healthcare.

The Company's reportable segment has been determined using a management approach, which is consistent with the basis and manner in which the Company's chief operating decision maker ("CODM") uses financial information for the purposes of allocating resources and evaluating performance. The Company's Chief Executive Officer is its CODM. The CODM evaluates the performance of the Company based on Revenue and Net Income (Loss) From Continuing Operations.

The CODM also uses Revenue and Net Income (Loss) From Continuing Operations to manage and evaluate our business, make planning decisions, and as performance measures for Company-wide incentive compensation plans. These key financial measures provide an additional view of our operational performance over the long-term and provide useful information that we use in order to maintain and grow our business. The Company does not report assets by reportable segments as this information is not reviewed by the CODM on a regular basis.

Information regarding the Company's reportable segment is as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Revenue		
Recurring	\$ 498	\$ 520
Project	36	28
Total Revenue	\$ 534	\$ 548
Less ⁽¹⁾		
Cost of sales - Technology ⁽²⁾	\$ 70	\$ 76
Cost of sales - Delivery, Customer Care and Other ⁽³⁾	275	272
Stock Based Compensation	2	3
Depreciation and Amortization	31	26
Total Gross Profit	\$ 156	\$ 171
Selling, General, and Administrative ⁽⁴⁾	91	97
Restructuring	12	4
Stock Based Compensation	2	3
Depreciation and Intangible Amortization	73	75
Interest expense	24	22
Other segment items ⁽⁵⁾	(27)	(13)
Net Income (Loss) From Continuing Operations	<u>\$ (19)</u>	<u>\$ (17)</u>

(1) The significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.

(2) Cost of sales - Technology is primarily attributable to cost related to application development and client-related infrastructure.

(3) Cost of sales - Delivery, Customer Care and Other is primarily attributable to costs related personnel and vendors providing services to support our client base and client participants.

(4) Selling, General, and Administrative expenses exclude restructuring, stock based compensation and depreciation and intangible amortization and primarily include compensation-related costs for administrative and management employees, system and facilities expense, and costs for external professional and consulting services.

(5) Other segment items - include (gain)/loss from change in fair value of financial instruments, (gain)/loss from change in fair value of tax receivable agreement, other (income) expense, net and income taxes.

There was no single client who accounted for more than 10% of the Company's revenues in any of the periods presented.

13. Derivative Financial Instruments

The Company is exposed to market risks, including changes in interest rates. To manage the risk related to these exposures, the Company has entered into various derivative instruments that reduce these risks by creating offsetting exposures.

Interest Rate Swaps

The Company has utilized swap agreements that will fix the floating interest rates associated with its Term Loan as shown in the following table:

Designation Date	Effective Date	Initial Notional Amount	Notional Amount Outstanding as of March 31, 2026	Fixed Rate	Expiration Date
March 2022	June 2025	\$ 1,197,000,000	\$ 596,000,000	2.5540 %	December 2026
March 2023	March 2023	\$ 150,000,000	\$ 125,000,000	3.9025 %	December 2026
March 2023	March 2023	\$ 150,000,000	\$ 125,000,000	3.9100 %	December 2026

During the three months ended March 31, 2026, we did not execute any new interest rate swaps. Our interest rate swaps have been designated as cash flow hedges.

Financial Instrument Presentation

The fair values and location of outstanding derivative instruments recorded in the Condensed Consolidated Balance Sheets are as follows (in millions):

	March 31, 2026	December 31, 2025
Assets		
Other current assets	\$ 5	\$ 5
Other assets	—	—
Total	<u>\$ 5</u>	<u>\$ 5</u>
Liabilities		
Other current liabilities	\$ 1	\$ 1
Other liabilities	—	—
Total	<u>\$ 1</u>	<u>\$ 1</u>

The Company estimates that approximately \$4 million of derivative gains included in Accumulated other comprehensive income as of March 31, 2026 will be reclassified into earnings over the next twelve months.

14. Financial Instruments

Seller Earnouts

Upon completion of the Business Combination, the equity owners of Alight Holdings received an earnout in the form of non-voting shares of Class B-1 and Class B-2 Common Stock, which automatically convert into Class A Common Stock if, at any time during the seven years following the Closing Date, certain criteria are achieved. See Note 9, "Stockholders' Equity" for additional information regarding the Seller Earnouts.

The portion of the Seller Earnouts related to employee compensation was accounted for as share-based compensation. As all employee compensation associated with the Seller Earnouts was vested on July 2, 2024, no portion of the Seller Earnout as of March 31, 2026 was accounted for as share-based compensation. See Note 10, "Share-Based Compensation" for additional information.

As of March 31, 2026, all of the remaining Seller Earnouts were accounted for as a contingent consideration liability at fair value within Financial instruments on the Condensed Consolidated Balance Sheets because the Seller Earnouts do not meet the criteria for classification within equity. This liability is subject to remeasurement at each balance sheet date. At each of March 31, 2026, and December 31, 2025 the fair value of the Seller Earnouts was immaterial. As of March 31, 2026 there was no gain or loss recognized as a result of the fair value remeasurement of the Seller Earnouts. As of March 31, 2025 the fair value remeasurement of the Seller Earnouts resulted in a gain of \$22 million. Gains or losses related to the remeasurement of Seller Earnouts are recorded in (Gain) Loss from change in fair value of financial instruments within the accompanying Condensed Consolidated Statements of Comprehensive Income (Loss).

The fair value of the Class B-1 and B-2 Seller Earnouts is determined using Monte Carlo simulation and Option Pricing Methods (Level 3 inputs, see Note 16, "Fair Value Measurement"). Significant unobservable inputs are used in the assessment of fair value, including the following assumptions: volatility of 44.70%, risk-free interest rate of 3.48%,

expected holding period of 2.25 years, dividend participation, and probability assessments based on the likelihood of reaching the performance targets defined in the Business Combination. A decrease in the risk-free interest rate or expected volatility would result in a decrease in the fair value measurement of the Seller Earnouts and vice versa.

As discussed in Note 9, "Stockholders' Equity", in connection with the ultimate forfeiture of the shares of unvested Class A, unvested Class B-1, and unvested Class B-2 common stock issued to participating management holders on July 2, 2024, all Class Z instruments were ultimately settled resulting in the re-allocation of the forfeited compensatory Class A, Class B-1 and Class B-2 instruments. The Class Z instruments were also accounted for as a contingent consideration liability at fair value within Financial instruments on the Condensed Consolidated Balance Sheets because these instruments did not meet the criteria for classification within equity. The fair value of the Class Z-A contingent consideration was determined using the ending share price as of the last day of each quarter until settlement on July 2, 2024, resulting in the issuance of 1.5 million shares of Class A common stock and units at the \$7.09 stock price on that date.

At March 31, 2026 and December 31, 2025, the Class Z-A contingent consideration was no longer outstanding. For the three months ended March 31, 2026, and 2025, the Company did not record any losses or gains from change in fair value of financial instruments in the Condensed Consolidated Statements of Comprehensive Income (Loss) as a result of the forfeiture of unvested management equity that was ultimately re-allocated to the holders of Class Z instruments on July 2, 2024. See Note 9, "Stockholders' Equity" for additional information regarding these instruments.

Additional Seller Note

As disclosed above in Note 1, "Basis of Presentation and Nature of Business", on July 12, 2024, the Company closed on the Divestiture. As part of the sale, the Company received a note with an aggregate principal amount of up to \$150 million (the "Additional Seller Note") with an initial fair value of \$43 million as of July 12, 2024 to be issued by the Note Issuer. See Note 4, "Discontinued Operations" for additional information. The Additional Seller Note is considered a level 3 recurring fair value measurement. In June 2025, the Company determined the fair value of the Additional Seller Note was zero. This value remained unchanged as of March 31, 2026 and is subject to final confirmation of financial performance in accordance with the terms and conditions of the agreement. As a result, for the three months ended March 31, 2026, the Company did not record any gains or losses from the fair value remeasurement of the Additional Seller Note. For the three months ended March 31, 2025, the Company recorded a loss of \$14 million from the fair value remeasurement of the Additional Seller Note. Gains or losses related to the recurring fair value remeasurement of the Additional Seller Note are recorded in (Gain) Loss from change in fair value of financial instruments within the accompanying Condensed Consolidated Statements of Comprehensive Income (Loss).

The fair value of the Additional Seller Note was determined using a variation of the income approach (Level 3 inputs, see Note 16, "Fair Value Measurement"). Significant unobservable inputs are used in the assessment of fair value, including the following assumptions: expected Adjusted EBITDA, expected maturity of 4.28 years for the Additional Seller Note, the Divested Business's estimated cost of debt, and the likelihood of reaching the performance targets defined in the Purchase Agreement.

15. Tax Receivable Agreement

In connection with the Business Combination, Alight entered into a tax receivable agreement (the "Tax Receivable Agreement" or the "TRA") with certain owners of Alight Holdings prior to the Business Combination. Pursuant to the TRA, the Company will pay holders of TRA interests, as applicable, 85% of any savings that we realize, calculated using certain assumptions, as a result of (i) tax basis adjustments from sales and exchanges of Alight Holdings equity interests in connection with or following the Business Combination and certain distributions with respect to Alight Holdings equity interests, (ii) our utilization of certain tax attributes, and (iii) certain other tax benefits related to entering into the TRA.

Actual tax benefits realized by Alight may differ from tax benefits calculated under the TRA as a result of the use of certain assumptions in the TRA, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. While the amount of existing tax basis, the anticipated tax basis adjustments and the actual amount and utilization of tax attributes, as well as the amount and timing of any payments under the TRA, will vary depending upon a number of factors, we expect that the payments that Alight may make under the TRA will be substantial.

The Company's TRA liability established upon completion of the Business Combination is measured at fair value on a recurring basis using significant unobservable inputs (Level 3). The TRA liability balance at March 31, 2026 assumes: (i) a blended U.S. federal, state and local income tax rate of 26.6%; (ii) the latest estimates in taxable income inclusive of the OBBBA, which was enacted into law in the U.S. in July 2025; (iii) the ability to utilize tax attributes based on current tax forecasts; and (iv) future payments under the TRA are made when due under the TRA. The amount of the expected future payments under the TRA has been discounted to its present value using a discount rate of 8.2%.

Subsequent to the Business Combination, we record additional liabilities under the TRA as and when Class A units of Alight Holdings are exchanged for Class A Common Stock. Liabilities resulting from these exchanges will be recorded on a gross undiscounted basis and are not remeasured at fair value on a recurring basis. During the three months ended March 31, 2026, and 2025, there were no significant exchanges. As such, no material additional TRA liability was established as a result of the exchanges. As of March 31, 2026, \$297 million of the TRA liability was measured at fair value on a recurring basis and \$212 million was undiscounted and not remeasured at fair value. During the first quarter of 2026, the Company received an Objection Notice from the TRA Party Representative with respect to certain methodology used to prepare a portion of the Tax Benefit Schedule that calculates our 2026 Tax Benefit Payments to the TRA Parties (all capitalized terms as defined in the TRA). The Company disagrees with the TRA Party Representative's assertions and is proceeding through the dispute mechanisms as set forth in the TRA agreement. During the three months ended March 31, 2026, consistent with the TRA agreement, the Company paid \$136 million, representing what it considered the undisputed amount. The Company intends to vigorously contest the TRA Party Representative's assertions in the Objection Notice. If the TRA Party Representative nonetheless prevails in its position or the Company resolves the dispute consensually, the Company currently estimates that a resolution could increase the 2026 Tax Benefit Payments by up to \$40 million above the undisputed amount paid during the three months ended March 31, 2026, plus interest as further detailed in the TRA. The Objection Notice does not address the Company's current 2027 Tax Benefit Payments estimate.

The following table summarizes the changes in the TRA liabilities (in millions):

	Tax Receivable Agreement Liability
Beginning balance as of December 31, 2025	\$ 664
Fair value remeasurement	(19)
Payments	(136)
Ending balance as of March 31, 2026	509
Less: current portion included in other current liabilities	(20)
Total long-term tax receivable agreement liability	<u>\$ 489</u>

16. Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The accounting standards related to fair value measurements include a hierarchy for information and valuations used in measuring fair value that is broken down into three levels based on reliability, as follows:

- Level 1 – observable inputs such as quoted prices in active markets for identical assets and liabilities;
- Level 2 – inputs other than quoted prices for identical assets in active markets that are observable either directly or indirectly; and
- Level 3 – unobservable inputs in which there is little or no market data which requires the use of valuation techniques and the development of assumptions.

The Company's financial assets and liabilities measured at fair value on a recurring basis are as follows (in millions):

	March 31, 2026			
	Level 1	Level 2	Level 3	Total
Assets				
Interest rate swaps	\$ —	\$ 5	\$ —	\$ 5
Additional seller note	—	—	—	—
Total assets recorded at fair value	<u>\$ —</u>	<u>\$ 5</u>	<u>\$ —</u>	<u>\$ 5</u>
Liabilities				
Interest rate swaps	\$ —	\$ 1	\$ —	\$ 1
Seller earnouts liability	—	—	—	—
Tax receivable agreement liability ⁽¹⁾	—	—	297	297
Total liabilities recorded at fair value	<u>\$ —</u>	<u>\$ 1</u>	<u>\$ 297</u>	<u>\$ 298</u>
December 31, 2025				
	Level 1	Level 2	Level 3	Total
Assets				
Interest rate swaps	\$ —	\$ 5	\$ —	\$ 5
Additional seller note	—	—	—	—
Total assets recorded at fair value	<u>\$ —</u>	<u>\$ 5</u>	<u>\$ —</u>	<u>\$ 5</u>
Liabilities				
Interest rate swaps	\$ —	\$ 1	\$ —	\$ 1
Seller earnouts liability	—	—	—	—
Tax receivable agreement liability ⁽¹⁾	—	—	435	435
Total liabilities recorded at fair value	<u>\$ —</u>	<u>\$ 1</u>	<u>\$ 435</u>	<u>\$ 436</u>

⁽¹⁾ Excludes the portion of liability related to the exchanges of Class A Units not measured at fair value on a recurring basis.

Derivatives

The valuations of the derivatives intended to mitigate our interest rate risk are determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each instrument. This analysis utilizes observable market-based inputs, including interest rate curves, interest rate volatility, or spot and forward exchange rates, and reflects the contractual terms of these instruments, including the period to maturity. In addition, credit valuation adjustments, which consider the impact of any credit enhancements to the contracts, are incorporated in the fair values to account for potential non-performance risk.

Additional Disclosures Regarding Fair Value Measurements

The fair value of the Company's debt is classified as Level 2 and the Seller note is classified as Level 3 within the fair value hierarchy and corroborated by observable market data is as follows (in millions):

	March 31, 2026		December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets				
Seller note	\$ 44	\$ 48	\$ 42	\$ 46
Total assets	\$ 44	\$ 48	\$ 42	\$ 46
Liabilities				
Current portion of long-term debt, net	\$ 20	\$ 15	\$ 20	\$ 19
Long-term debt, net	1,980	1,426	1,985	1,903
Total	\$ 2,000	\$ 1,441	\$ 2,005	\$ 1,922

The carrying value of the Term Loan includes the outstanding principal balance, less any unamortized premium.

The carrying amounts of Cash and cash equivalents, Receivables, net and Accounts payable and accrued liabilities approximate their fair values due to the short-term maturities of these instruments.

During each of the three months ended March 31, 2026 and 2025, there were no transfers in or out of the Level 1, Level 2 or Level 3 classifications.

17. Restructuring

Transformation Program

On February 20, 2023, the Company approved a two-year strategic transformation restructuring program (the "Transformation Program") intended to accelerate the Company's back-office infrastructure into the cloud and transform its operating model leveraging technology in order to reduce its overall future costs. The Transformation Program included process and system optimization, third party costs associated with technology infrastructure transformation, and elimination of full-time positions. From the inception of the plan through March 31, 2025, the Company incurred total expenses of \$140 million, and the plan was complete. These charges were recorded in Selling, general and administrative expenses in the Condensed Consolidated Statements of Comprehensive Income (Loss).

Post-Separation Plan

On May 6, 2025, the Audit Committee of the Board of Directors of the Company approved a program (the "Post-Separation Plan" or "PSP") intended to further optimize our operations following the sale of the Divested Business in July 2024. The PSP includes simplifying our post-divestiture operating model, rationalizing our technology spend, expanding our use of artificial intelligence and automation and continued optimization of real estate. The Company currently expects to record in the aggregate approximately \$69 million in pre-tax restructuring costs over the duration of the PSP, which includes primarily cash severance payments and other restructuring cash payments and charges related to technology spend, professional services and optimization of real estate. The Company estimates an annual savings of over \$75 million after the PSP is completed. The PSP commenced in the second quarter of 2025 and is expected to be substantially completed over an estimated fifteen-month period from the commencement date. These charges are recorded in Selling, general and administrative expenses in the Condensed Consolidated Statements of Comprehensive Income (Loss).

The following table summarizes restructuring costs by type (in millions):

	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025	Inception to Date	Estimated Remaining Cost	Estimated Total Cost
Transformation Program					
Severance and Related Benefits	\$ —	\$ 2	\$ 45	\$ —	\$ 45
Other Restructuring Costs ⁽¹⁾	—	2	95	—	95
Total Transformation Program Costs	\$ —	\$ 4	\$ 140	\$ —	\$ 140
Post-Separation Plan					
Severance and Related Benefits	\$ 1	\$ —	\$ 21	\$ 1	\$ 22
Other Restructuring Costs ⁽¹⁾	11	—	42	5	47
Total PSP Costs	\$ 12	\$ —	\$ 63	\$ 6	\$ 69
Total Restructuring Costs	\$ 12	\$ 4	\$ 203	\$ 6	\$ 209

(1) Other restructuring costs primarily include data center exit costs, optimization of real estate, third-party fees associated with the restructuring, and costs associated with transitioning existing technology and processes. For the three months ended March 31, 2026, the Company recorded a \$4 million loss on abandonment for certain facilities. The related liabilities will be satisfied under the original terms of the lease, unless buy-outs can be negotiated.

As of March 31, 2026, approximately \$8 million of the Company's total severance and related benefits restructuring liability was unpaid and recorded in Accounts payable and accrued liabilities on the Condensed Consolidated Balance Sheets.

(in millions)	Severance and Related Benefits		
	Transformation Program	Post-Separation Plan	Total
Accrued restructuring liability as of December 31, 2025	\$ 3	\$ 10	\$ 13
Severance and related benefits	—	1	1
Cash payments	(1)	(5)	(6)
Accrued restructuring liability as of March 31, 2026	\$ 2	\$ 6	\$ 8

18. Employee Benefits

Defined Contribution Savings Plans

Certain of the Company's employees participate in a defined contribution savings plan sponsored by the Company. For each of the three months ended March 31, 2026, and 2025, expenses were \$7 million. Expenses were recognized in Cost of services, exclusive of depreciation and amortization and Selling, general and administrative expenses in the Condensed Consolidated Statements of Comprehensive Income (Loss).

19. Commitments and Contingencies

Legal Matters

The Company is subject to various claims, tax assessments, lawsuits, and proceedings that arise in the ordinary course of business relating to the delivery of our services and the effectiveness of our technologies. The damages claimed in these matters are or may be substantial. Accruals for any exposures, and related insurance or other receivables, when applicable, are included on the Condensed Consolidated Balance Sheets and have been recognized in Selling, general and administrative expenses in the Condensed Consolidated Statements of Comprehensive Income (Loss) to the extent that losses are deemed probable and are reasonably estimable. These amounts are adjusted from time to time as developments warrant. Management believes that the reserves established are appropriate based on the facts currently known. The reserves recorded on the Condensed Consolidated Balance Sheets at March 31, 2026 and December 31, 2025 were not significant.

Putative Private Securities Class Action

On March 16, 2026, a putative private securities class action lawsuit was filed in the U.S. District Court for the Northern District of Illinois against the Company, its former Chief Executive Officer and Vice Chair of the Board of Directors, David D. Guilmette, and its former Chief Financial Officer, Jeremy J. Heaton, on behalf of certain purchasers of securities of the Company (the “Securities Class Action”). Claims in the Securities Class Action include (i) alleged violations of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder against all Defendants, and (ii) alleged violations of Section 20(a) of the Exchange Act against the Company and/or David D. Guilmette and Jeremy J. Heaton. Plaintiffs in the Securities Class Action allege purported misstatements and omissions concerning the Company’s growth potential, ability to execute on business plans, financial stability, and the sustainability of its recently initiated dividend program. The Company intends to defend against the lawsuit vigorously. The lawsuit is in the early stages, and at this time the Company cannot reasonably estimate the likelihood or amount of any potential loss.

On April 20, 2026, a derivative complaint was filed in the U.S. District Court for the Northern District of Illinois against nominal Defendant Alight Inc.; its former Chief Executive Officer, David D. Guilmette; its former Chief Financial Officer, Jeremy J. Heaton; and eleven current and former members of the Alight Board. Along with alleged violations of Section 10(b) and Rule 10b-5 premised on similar allegations to those in the Securities Class Action, Plaintiff seeks to recover for alleged breach of fiduciary duty, gross mismanagement, waste of corporate assets, and unjust enrichment. The Company intends to defend against the lawsuit vigorously. The lawsuit is in the early stages, and at this time the Company cannot reasonably estimate the likelihood or amount of any potential loss.

Guarantees and Indemnifications

The Company provides a variety of service performance guarantees and indemnifications to its clients. The maximum potential amount of future payments represents the notional amounts that could become payable under the guarantees and indemnifications if there were a total default by the guaranteed parties, without consideration of possible recoveries under recourse provisions or other methods. These notional amounts may bear no relationship to the future payments that may be made, if any, for these guarantees and indemnifications. To date, the Company has not been required to make any payment under any client arrangement as described above. The Company has assessed the current status of performance risk related to the client arrangements with performance guarantees and believes that any potential payments would be immaterial to the Condensed Consolidated Financial Statements.

Purchase Obligations

In March 2024, the Company entered into an agreement with a third-party provider in the ordinary course of business for the use of certain cloud services. Under this agreement, the Company is committed to purchase services totaling \$250 million over a 5-year term. The Company’s total expected cash outflow for non-cancellable purchase obligations related to purchases of information technology assets and services is \$77 million, \$80 million, \$62 million, and \$17 million for the remainder of 2026 and the years ended 2027, 2028, and 2029, respectively and none thereafter, totaling \$236 million.

Service Obligations

On September 1, 2018, the Company executed an agreement to form a strategic partnership with Wipro, a leading global information technology, consulting and business process services company. Effective April 1, 2025, the Company executed Amendment No. 2 which adjusted the mix of services provided by Wipro. Effective January 25, 2026, the Company executed Amendment No. 5 to extend the agreement through August 31, 2029. The Company may terminate certain elements of its arrangement with Wipro for cause or for the Company’s convenience with no penalty prior to August 31, 2029. If an unconsumed portion of the obligation remains after August 31, 2029, then the Company shall satisfy the obligation by paying Wipro the remaining unconsumed portion by September 30, 2029. Following the amendments, the Company’s expected remaining cash outflow for non-cancellable service obligations related to our strategic partnership with Wipro is \$85 million, \$70 million, \$39 million, and \$15 million for the remainder of 2026 and the years ended 2027, 2028, and 2029, respectively, and none thereafter, totaling \$209 million.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes which are included elsewhere in this Quarterly Report on Form 10-Q and with the Annual Report. In addition to historical information, the following discussion contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results could differ materially as a result of the factors discussed in "Item 1A. Risk Factors" in our Annual Report. See "Forward-Looking Statements" in this Quarterly Report on Form 10-Q.

BUSINESS

Overview

Alight is a technology-enabled services company delivering human capital management solutions to many of the world’s largest and most complex organizations. This includes the implementation and administration of employee benefits (e.g. health, wealth and leaves) solutions. Alight’s numerous solutions and services are utilized year-round by employees and their family members in support of their overall health, wealth and wellbeing goals. Participants can access their solutions digitally, including through a mobile application on Alight Worklife®, our intuitive, cloud-based employee engagement platform. Through Alight Worklife, the Company believes it is defining the future of employee benefits by providing an enterprise level, integrated offering designed to drive better outcomes for organizations and individuals.

We aim to be the pre-eminent employee experience partner by providing personalized experiences that help employees make the best decisions for themselves and their families about their health, wealth and wellbeing. At the same time, we help employers tackle their biggest people and business challenges by helping them understand prevalence, trends and risks to generate better outcomes for the future, such as improved employee productivity and retention, while also realizing a return on their people investment. Our data, analytics and AI allow us to deliver actionable insights that drive measurable outcomes, such as healthcare claims savings, for companies and their people.

Business Combination

On July 2, 2021 (the “Closing Date”), Alight Holding Company, LLC (the “Predecessor” or “Alight Holdings”) completed a business combination (the “Business Combination”) with a special purpose acquisition company. On the Closing Date, pursuant to the Business Combination Agreement, the special purpose acquisition company became a wholly owned subsidiary of Alight, Inc. (“Alight”, the “Company”, “we” “us” “our” or the “Successor”). As of March 31, 2026, Alight owned approximately 99% of the economic interest in the Predecessor, had 100% of the voting power and controlled the management of the Predecessor. The non-voting ownership percentage held by noncontrolling interest was less than 1% as of March 31, 2026.

Divestiture

On July 12, 2024, the Company, completed the previously announced sale (the “Transaction”) of the “Divested Business” entities affiliated with H.I.G. Capital, L.L.C. (collectively, “Buyer”), pursuant to the terms of the Stock and Asset Purchase Agreement (the “Purchase Agreement”), dated as of March 20, 2024. Under the terms of the Purchase Agreement, the Buyer agreed to acquire the Divested Business for total consideration of up to \$1.2 billion, in the form of (1) \$1.0 billion in cash (the “Closing Cash Consideration”) payable at the closing of the transactions (the “Closing”) contemplated by the Purchase Agreement, (2) a note with an aggregate principal amount of \$50 million, and an initial fair value of \$35 million as of July 12, 2024 issued at Closing (the “Seller Note”) by an indirect parent of Buyer (the “Note Issuer”) and (3) contingent upon the financial performance of the Divested Business for the 2025 fiscal year, a note with an aggregate principal amount of up to \$150 million (the “Additional Seller Note”) and an initial fair value of \$43 million as of July 12, 2024 to be issued by the Note Issuer. The Seller Note has a stated interest rate of 8.0% which is expected to mature in July 2030.

EXECUTIVE SUMMARY OF FINANCIAL RESULTS

The following table sets forth our historical results of operations for the periods indicated below:

(in millions)	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 534	\$ 548
Cost of services, exclusive of depreciation and amortization	347	351
Depreciation and amortization	31	26
Gross Profit	156	171
Operating Expenses		
Selling, general and administrative	105	104
Depreciation and intangible amortization	73	75
Total Operating expenses	178	179
Operating Income (Loss) From Continuing Operations	(22)	(8)
Other (Income) Expense		
(Gain) Loss from change in fair value of financial instruments	—	(8)
(Gain) Loss from change in fair value of tax receivable agreement	(19)	9
Interest expense	24	22
Other (income) expense, net	(1)	(11)
Total Other (income) expense, net	4	12
Income (Loss) From Continuing Operations Before Taxes	(26)	(20)
Income tax expense (benefit)	(7)	(3)
Net Income (Loss) From Continuing Operations	(19)	(17)
Net Income (Loss) From Discontinued Operations, Net of Tax	—	(8)
Net Income (Loss)	(19)	(25)
Net income (loss) attributable to noncontrolling interests	—	—
Net Income (Loss) Attributable to Alight, Inc.	\$ (19)	\$ (25)

REVIEW OF RESULTS

Key Components of Our Continuing Operations

Revenue

Our clients' demand for our services ultimately drives our revenues. We generate primarily all of our revenue, which is highly recurring, from fees for services provided from contracts across all solutions, which is primarily based on a contracted fee charged per participant per period (e.g., monthly or annually, as applicable). Our contracts typically have three to five-year terms for ongoing services with mutual renewal options. The majority of the Company's revenue is recognized over time when control of the promised services is transferred, and the customers simultaneously receive and consume the benefits of our services. Payment terms are consistent with industry practice. We calculate growth rates for each of our solutions in relation to recurring revenues and revenues from project work. One of the components of our growth in recurring revenues is the increase in net commercial activity which reflects items such as client wins and losses ("Net Commercial Activity"). We define client wins as sales to new clients and sales of new solutions to existing clients. We define client losses as instances where clients do not renew or terminate their arrangements in relation to individual solutions or all of the solutions that we provide. We use annual revenue retention rates as an important measure to manage our business. We calculate annual revenue retention on a gross basis by identifying the clients from whom we generated revenue in the prior year and determining what percentage of that revenue is generated from those same clients for the same solutions in the subsequent year.

Cost of Services, exclusive of Depreciation and Amortization

Cost of services, exclusive of depreciation and amortization includes compensation-related and vendor costs directly attributable to client-related services and costs related to application development and client-related infrastructure.

Depreciation and Amortization

Depreciation and amortization expenses include the depreciation and amortization related to our hardware, software and application development. Depreciation and amortization may increase or decrease in absolute dollars in future periods depending on the future level of capital investments in hardware, software and application development.

Selling, General and Administrative

Selling, general and administrative expenses include compensation-related costs for administrative and management employees, system and facilities expenses, and costs for external professional and consulting services.

Depreciation and Intangible Amortization

Depreciation and intangible amortization expenses consist of charges relating to the depreciation of the property and equipment used in our business and the amortization of acquired customer-related and contract based intangible assets and technology related intangible assets. Depreciation and intangible amortization may increase or decrease in absolute dollars in future periods depending on the future level of capital investments in hardware and other equipment as well as amortization expense associated with future acquisitions.

(Gain) Loss from Change in Fair Value of Financial Instruments

(Gain) loss from change in fair value of financial instruments includes the impact of the revaluation to fair value at the end of each reporting period for the Seller Earnouts contingent consideration and the Additional Seller Note.

(Gain) Loss from Change in Fair Value of Tax Receivable Agreement

(Gain) loss from change in fair value of Tax Receivable Agreement ("TRA") includes the impact of the revaluation to fair value at the end of each reporting period.

Interest Expense

Interest expense primarily includes interest expense related to our outstanding debt and, is net of interest rate swap derivative gains recognized and interest income.

Other (Income) Expense, net

Other (income) expense, net includes non-operating expenses and income, including realized (gains) and losses from remeasurement of foreign currency transactions, and Transition Services Agreement (the "TSA") income for providing various corporate services to the Divested Business.

Results of Continuing Operations for the Three Months Ended March 31, 2026 Compared to the Three Months Ended March 31, 2025

Revenue

Revenues were \$534 million for the three months ended March 31, 2026 as compared to \$548 million for the prior year period. The decrease of \$14 million, or 2.6%, was driven by lower Net Commercial Activity, partially offset by higher project revenue. The Company continues to experience larger losses from client contract renewals and lower than expected bookings, which has impacted revenue growth and is expected to continue to impact revenue growth during fiscal year 2026.

Recurring revenues for the three months ended March 31, 2026 decreased by \$22 million, or 4.2%, from \$520 million in the prior year period to \$498 million, primarily driven by lower Net Commercial Activity.

Cost of Services, exclusive of Depreciation and Amortization

Cost of services, exclusive of depreciation and amortization decreased \$4 million, or 1.1%, for the three months ended March 31, 2026 and was primarily attributable to productivity savings.

Depreciation and Amortization

Depreciation and amortization expenses increased by \$5 million, or 19.2%, as compared to the prior year period, primarily driven by capitalized software.

Selling, General and Administrative

Selling, general and administrative expenses increased \$1 million, or 1.0%, for the three months ended March 31, 2026 and were consistent with the prior year period.

Depreciation and Intangible Amortization

Depreciation and intangible amortization expenses were consistent with the prior year period.

Change in Fair Value of Financial Instruments

There was no gain or loss related to the change in the fair value of financial instruments for the three months ended March 31, 2026 compared to a gain of \$8 million for the prior year period. We are required to remeasure the financial instruments at the end of each reporting period and reflect a gain or loss for the change in fair value of the financial instruments in the period the change occurred. Changes in the fair value are primarily due to changes in the underlying assumptions of each respective instrument, including changes in the risk-free interest rate, volatility, cost of debt, forecasts, and the closing stock price for the period. See Note 14, "Financial Instruments" within the Condensed Consolidated Financial Statements for additional information.

Change in Fair Value of Tax Receivable Agreement

The change in the fair value of the TRA resulted in a gain of \$19 million for the three months ended March 31, 2026, an increase of \$28 million compared to a loss of \$9 million for the prior year period. The change in fair value was due to changes in the Company's assumptions related to the timing of the utilization of tax attributes during the term of the TRA, changes in the discount rate and the passage of time.

Interest Expense

Interest expense increased \$2 million for the three months ended March 31, 2026 as compared to the prior year period. The increase was due to higher interest expense net of swaps and lower interest income.

Other (Income) Expense, net

Under the terms of the TSA as described in Note 4 "Discontinued Operations" within the Condensed Consolidated Financial Statements, the Company had provided technology infrastructure, risk and security, and various other corporate services to the Divested Business subsequent to the close. For the three months ended March 31, 2026, we recorded an immaterial amount of income for services performed under the TSA. For the three months ended March 31, 2025, we recorded \$10 million for services performed under the TSA. TSA services income is recorded in Other (income) expense, net. The corresponding expenses were recognized in Cost of services and Selling, general and administrative expense in the Condensed Consolidated Statement of Comprehensive Income (Loss).

Income (Loss) From Continuing Operations Before Taxes

Loss from continuing operations before taxes was \$26 million for the three months ended March 31, 2026 as compared to a loss from continuing operations before taxes of \$20 million for the three months ended March 31, 2025. The increase in loss was primarily attributable to lower operating profit and the change in fair value of financial instruments, partially offset by the change in fair value of the TRA.

Income Tax Expense (Benefit)

Income tax benefit was \$7 million for the three months ended March 31, 2026, as compared to an income tax benefit of \$3 million for the prior year period. The effective tax rate of 27% for the three months ended March 31, 2026 was higher than the 21% U.S. statutory corporate income tax rate primarily due to the Company's non-deductible expenses, tax credits, and changes in valuation allowance. The effective tax rate of 15% for the three months ended March 31, 2025 was lower than the 21% U.S. statutory corporate income tax rate primarily due to the Company's non-deductible expenses, tax credits, and changes in valuation allowance. See Note 7, "Income Taxes" within the Condensed Consolidated Financial Statements for additional information.

Non-GAAP Financial Measures

The presentation of non-GAAP financial measures is used to enhance our management and stakeholders understanding of certain aspects of our financial performance. This discussion is not meant to be considered in isolation, superior to, or as a substitute for the directly comparable financial measures prepared in accordance with U.S. GAAP. Management also uses supplemental non-GAAP financial measures to manage and evaluate the business, make planning decisions, allocate resources and as performance measures for Company-wide bonus plans. These key financial measures provide an additional view of our operational performance over the long-term and provide useful information that we use in order to maintain and grow our business.

The measures referred to as “adjusted”, have limitations as analytical tools, and such measures should not be considered either in isolation or as a substitute for net income or other methods of analyzing our results as reported under U.S. GAAP. Some of the limitations are:

- Measure does not reflect changes in, or cash requirements for, our working capital needs or contractual commitments;
- Measure does not reflect our interest expense or the cash requirements to service interest or principal payments on our indebtedness;
- Measure does not reflect our tax expense or the cash requirements to pay our taxes, including payments related to the Tax Receivable Agreement;
- Measure does not reflect the impact on earnings or changes resulting from matters that we consider not to be indicative of our future operations;
- Although depreciation and amortization are non-cash charges, the assets being depreciated or amortized will often need to be replaced in the future, and the adjusted measure does not reflect any cash requirements for such replacements; and
- Other companies may calculate adjusted measures differently, limiting its usefulness as a comparative measure.

Adjusted Net Income From Continuing Operations and Adjusted Diluted Earnings Per Share From Continuing Operations

Adjusted Net Income From Continuing Operations, which is defined as net income (loss) from continuing operations attributable to Alight, Inc., adjusted for intangible amortization and the impact of certain non-cash items that we do not consider in the evaluation of ongoing operational performance, is a non-GAAP financial measure used solely for the purpose of calculating Adjusted Diluted Earnings Per Share From Continuing Operations.

Adjusted Diluted Earnings Per Share From Continuing Operations is defined as Adjusted Net Income From Continuing Operations divided by the adjusted weighted-average number of shares of common stock, diluted. The adjusted weighted shares calculation assumes the full exchange of the non-controlling interest units and the full amount of non-vested time-based restricted units that were determined to be antidilutive and therefore excluded from the U.S. GAAP diluted earnings per share. Adjusted Diluted Earnings Per Share From Continuing Operations, including the adjusted weighted-average number of shares, is used by us and our investors to evaluate our core operating performance and to benchmark our operating performance against our competitors.

A reconciliation of Adjusted Net Income (Loss) From Continuing Operations and the computation of Adjusted Diluted Earnings Per Share From Continuing Operations is as follows:

(in millions, except share and per share amounts)	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net Income (Loss) From Continuing Operations Attributable to Alight, Inc. ⁽¹⁾	\$ (19)	(17)
Conversion of noncontrolling interest	—	—
Intangible amortization	70	71
Share-based compensation	4	6
Transaction and integration expenses ⁽²⁾	4	3
Restructuring	12	4
(Gain) Loss from change in fair value of financial instruments	—	(8)
(Gain) Loss from change in fair value of tax receivable agreement	(19)	9
Other	1	1
Tax effect of adjustments ⁽³⁾	(18)	(17)
Adjusted Net Income From Continuing Operations	\$ 35	\$ 52
Denominator:		
Weighted average shares outstanding - basic	524,744,108	532,297,681
Dilutive effect of the exchange of noncontrolling interest units	—	—
Dilutive effect of RSUs	—	—
Weighted average shares outstanding - diluted	524,744,108	532,297,681
Exchange of noncontrolling interest units ⁽⁴⁾	484,358	510,115
Impact of unvested RSUs ⁽⁵⁾	36,198,801	8,464,404
Adjusted shares of Class A Common Stock outstanding - diluted ⁽⁶⁾⁽⁷⁾	561,427,267	541,272,200
Basic (Net Loss) Earnings Per Share From Continuing Operations	\$ (0.04)	\$ (0.03)
Diluted (Net Loss) Earnings Per Share From Continuing Operations	\$ (0.04)	\$ (0.03)
Adjusted Diluted Earnings Per Share From Continuing Operations	\$ 0.06	\$ 0.10

(1) Excludes the impact of discontinued operations.

(2) Transaction and integration expenses primarily relate to acquisitions and divestiture activities.

(3) Income tax effects have been calculated based on statutory tax rates for both U.S. and foreign jurisdictions based on the Company's mix of income and adjusted for significant changes in fair value measurement.

(4) Assumes the full exchange of the units held by noncontrolling interests for shares of Class A Common Stock of Alight, Inc. pursuant to the exchange agreement.

(5) Includes non-vested time-based restricted stock units that were determined to be antidilutive for U.S. GAAP diluted earnings per share purposes.

(6) Excludes two tranches of contingently issuable seller earnout shares: (i) 7.5 million shares will be issued if the Company's Class A Common Stock's volume-weighted average price ("VWAP") is >\$12.50 for any 20 trading days within a consecutive period of 30 trading days; (ii) 7.5 million shares will be issued if the Company's Class A Common Stock VWAP is >\$15.00 for any 20 trading days within a consecutive period of 30 trading days. Both tranches have a seven-year duration.

(7) Excludes approximately 33.2 million and 10.0 million performance-based units, which represents the gross number of shares expected to vest based on achievement of the respective performance and market conditions as of March 31, 2026 and 2025, respectively.

Adjusted EBITDA From Continuing Operations and Adjusted EBITDA Margin From Continuing Operations

Adjusted EBITDA From Continuing Operations is defined as earnings before interest, taxes, depreciation and intangible amortization adjusted for the impact of certain non-cash and other items that we do not consider in the evaluation of ongoing operational performance. Adjusted EBITDA Margin From Continuing Operations is defined as Adjusted EBITDA From Continuing Operations divided by revenue. Adjusted EBITDA and Adjusted EBITDA Margin

From Continuing Operations are non-GAAP financial measures used by management and our stakeholders to provide useful supplemental information that enables a better comparison of our performance across periods as well as to evaluate our core operating performance. A reconciliation of Adjusted EBITDA From Continuing Operations to Net Income (Loss) From Continuing Operations is as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Net Income (Loss) From Continuing Operations	\$ (19)	\$ (17)
Interest expense	24	22
Income tax expense (benefit)	(7)	(3)
Depreciation	34	30
Intangible amortization	70	71
EBITDA From Continuing Operations	102	103
Share-based compensation	4	6
Transaction and integration expenses ⁽¹⁾	4	3
Restructuring	12	4
(Gain) Loss from change in fair value of financial instruments	—	(8)
(Gain) Loss from change in fair value of tax receivable agreement	(19)	9
Other	1	1
Adjusted EBITDA From Continuing Operations ⁽²⁾	<u>\$ 104</u>	<u>\$ 118</u>
Revenue	\$ 534	\$ 548
Adjusted EBITDA Margin From Continuing Operations ⁽³⁾	19.5%	21.5%

(1) Transaction and integration expenses primarily relate to acquisition and divestiture activities.

(2) Adjusted EBITDA excludes the impact of discontinued operations.

(3) Adjusted EBITDA Margin From Continuing Operations is defined as Adjusted EBITDA From Continuing Operations as a percentage of revenue.

Employer Solutions Results of Operations for the Three Months Ended March 31, 2026 Compared to the Three Months Ended March 31, 2025

Revenue Disaggregation

(\$ in millions)	Three Months Ended March 31,	
	2026	2025
Employer Solutions Revenue		
Recurring	\$ 498	\$ 520
Project	36	28
Total Employer Solutions Revenue	<u>\$ 534</u>	<u>\$ 548</u>

Employer Solutions revenue was \$534 million for the three months ended March 31, 2026 as compared to \$548 million for the prior year period. The overall decrease of \$14 million was primarily driven by decreases in Net Commercial Activity, partially offset by an increase in project revenue.

Gross Profit to Adjusted Gross Profit Reconciliation for the Three Months Ended March 31, 2026 Compared to the Three Months Ended March 31, 2025

Adjusted gross profit is defined as revenue less cost of services adjusted for depreciation, amortization and share-based compensation. Adjusted gross profit margin percent is defined as adjusted gross profit divided by revenue. Management uses adjusted gross profit and adjusted gross profit margin percent as key measures in making financial, operating and planning decisions and in evaluating our performance. We believe that presenting adjusted gross profit and

adjusted gross profit margin percent is useful to investors as it eliminates the impact of certain non-cash expenses and allows a direct comparison between periods.

(in millions)	Three Months Ended March 31,	
	2026	2025
Gross Profit	\$ 156	\$ 171
Add: stock-based compensation	2	3
Add: depreciation and amortization	31	26
Adjusted Gross Profit	189	\$ 200
Gross Profit Margin	29.2 %	31.2 %
Adjusted Gross Profit Margin	35.4 %	36.5 %

Employer Solutions gross profit was \$156 million for the three months ended March 31, 2026 compared to \$171 million for the prior year period. The decrease of \$15 million was driven by lower revenues. Employer Solutions adjusted gross profit decreased \$11 million for the three months ended March 31, 2026 to \$189 million from \$200 million in the prior year period, primarily driven by lower revenues.

Free Cash Flow Reconciliation

Free Cash Flow is defined as cash provided by operating activities net of capital expenditures. Management believes that free cash flow is an important liquidity metric because it measures, during a given period, the amount of cash generated that is available to repay debt obligations, make strategic acquisitions and investments and for certain other activities such as dividends and stock repurchases.

(in millions)	Three Months Ended	
	March 31, 2026	March 31, 2025
Non-GAAP free cash flow reconciliation:		
Cash provided by operating activities - continuing operations	\$ 79	\$ 73
Capital expenditures	(26)	(29)
Non-GAAP free cash flow	\$ 53	\$ 44

Net cash provided by operating activities - continuing operations was \$79 million for the three months ended March 31, 2026 as compared to \$73 million for the three months ended March 31, 2025. The increase in cash provided by operating activities was primarily due to changes in our net working capital requirements.

Free cash flow was \$53 million for the three months ended March 31, 2026 compared to \$44 million from the prior period. The increase in free cash flow was primarily due to an increase in cash provided from operations and lower capital expenditures.

LIQUIDITY AND CAPITAL RESOURCES

Executive Summary

Our primary sources of liquidity include our existing cash and cash equivalents, cash flows from operations and availability under our revolving credit facility. Our primary uses of liquidity are operating expenses, funding of our debt requirements and capital expenditures.

We believe that our available cash and cash equivalents, cash flows from operations and availability under our revolving credit facility will be sufficient to meet our liquidity needs, including principal and interest payments on debt obligations, capital expenditures, payments on our TRA and anticipated working capital requirements for the foreseeable future. We will continue to closely monitor and proactively manage our liquidity position in consideration of the evolving economic outlook and changing interest rate environment.

Indebtedness

As of March 31, 2026, we had outstanding long-term debt in the form of term loans for an aggregate principal amount of \$1,980 million, which mature in 2028. In addition, we have a \$330 million revolving credit facility with a maturity date of May 31, 2030. As of March 31, 2026, no amounts were borrowed or outstanding under our revolving credit facility agreement.

Share Repurchases

In August 2022, we established a repurchase program allowing for authorized share repurchases. Repurchases may be conducted through open market purchases or privately negotiated transactions in compliance with Rule 10b-18 under the Exchange Act, including pursuant to Rule 10b5-1 trading plans. The actual timing and amount of future repurchases are subject to business and market conditions, corporate and regulatory requirements, stock price, acquisition opportunities and other factors. The stock repurchase program does not obligate Alight to acquire any amount of common stock, and the program may be suspended or terminated at any time by Alight at its discretion without prior notice.

During the three months ended March 31, 2026, the Company did not repurchase any shares of Class A Common Stock. As of March 31, 2026, the total remaining amount authorized for repurchase was \$216 million.

Cash Dividends

On February 19, 2026, the Company announced it replaced its cash dividend on its Class A common stock, par value \$0.0001 per share, with other capital allocation activities, including deleveraging the balance sheet and continuing our share repurchase program, subject to market and other conditions.

Cash on our balance sheet includes funds available for general corporate purposes. Funds held on behalf of clients in a fiduciary capacity are segregated and shown in Fiduciary assets on the Condensed Consolidated Balance Sheets as of March 31, 2026 and December 31, 2025, with a corresponding amount in Fiduciary liabilities. Fiduciary funds are not used for general corporate purposes and are not a source of liquidity for us.

The following table provides a summary of cash flows from continuing operating, investing, and financing activities for the periods presented.

(in millions)	Three Months Ended March 31,	
	2026	2025
Cash provided by operating activities - continuing operations	\$ 79	\$ 73
Cash provided by (used in) investing activities - continuing operations	(26)	(29)
Cash used for financing activities - continuing operations	(156)	(176)

Operating Activities

Net cash provided by operating activities - continuing operations was \$79 million for the three months ended March 31, 2026 as compared to \$73 million for the three months ended March 31, 2025. The increase in cash provided by operating activities was primarily due to changes in our net working capital requirements.

Investing Activities

Cash used in investing activities - continuing operations was \$26 million for the three months ended March 31, 2026 as compared to cash used in investing activities of \$29 million for the three months ended March 31, 2025. The decrease in cash used in investing activities was primarily driven by lower capital expenditures.

Financing Activities

Cash used in financing activities - continuing operations for the three months ended March 31, 2026 was \$156 million as compared to cash used in financing activities of \$176 million for the three months ended March 31, 2025. The primary drivers of cash used in financing activities for the three months ended March 31, 2026 were \$136 million of TRA payments, a \$9 million net decrease in fiduciary liabilities, \$5 million of finance lease payments, \$5 million of debt repayments, and \$1 million of shares/units withheld in lieu of taxes. The decrease in fiduciary cash was primarily due to timing of client funding and subsequent disbursement of payments.

Cash, Cash Equivalents and Fiduciary Assets

At March 31, 2026, our continuing operations cash and cash equivalents were \$178 million, a decrease of \$95 million from December 31, 2025. Of the total balances of cash and cash equivalents as of March 31, 2026 and December 31, 2025, none of the balances were restricted as to use.

Some of our client agreements require us to hold funds on behalf of clients to pay obligations on their behalf. The levels of Fiduciary assets and liabilities can fluctuate significantly, depending on when we collect the amounts from clients and make payments on their behalf. Such funds are not available to service our debt or for other corporate purposes. There is typically a short period of time between when the Company receives funds and when it pays obligations on behalf of clients. We are entitled to retain investment income earned on fiduciary funds, when investment strategies are deployed, in accordance with industry custom and practice, which has historically been immaterial. In our Condensed Consolidated

Balance Sheets, the amount we report for Fiduciary assets and Fiduciary liabilities are equal. Our continuing operations Fiduciary assets included cash of \$239 million and \$248 million at March 31, 2026 and December 31, 2025, respectively.

Other Liquidity Matters

Our cash flows from operations, borrowing availability and overall liquidity are subject to risks and uncertainties. For further information, see the "Risk Factors" section within Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on February 24, 2026.

Tax Receivable Agreement

In connection with the Business Combination, we entered into the TRA with certain of our pre-Business Combination owners that provides for the payment by Alight to such owners of 85% of the benefits that Alight is deemed to realize as a result of the Company's share of existing tax basis acquired in the Business Combination and other tax benefits related to entering into the TRA.

Actual tax benefits realized by Alight may differ from tax benefits calculated under the TRA as a result of the use of certain assumptions in the TRA, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. While the amount of existing tax basis, the anticipated tax basis adjustments and the actual amount and utilization of tax attributes, as well as the amount and timing of any payments under the TRA, will vary depending upon a number of factors, we expect that the payments that Alight may make under the TRA will be substantial. During the first quarter of 2026, the Company received an Objection Notice from the TRA Party Representative with respect to certain methodology used to prepare a portion of the Tax Benefit Schedule that calculates our 2026 Tax Benefit Payments to the TRA Parties (all capitalized terms as defined in the TRA). The Company disagrees with the TRA Party Representative's assertions and is proceeding through the dispute mechanisms as set forth in the TRA agreement. During the three months ended March 31, 2026, consistent with the TRA agreement, the Company paid \$136 million, representing what it considered the undisputed amount. The Company intends to vigorously contest the TRA Party Representative's assertions in the Objection Notice. If the TRA Party Representative nonetheless prevails in its position or the Company resolves the dispute consensually, the Company currently estimates that a resolution could increase the 2026 Tax Benefit Payments by up to \$40 million above the undisputed amount paid during the three months ended March 31, 2026, plus interest as further detailed in the TRA. The Objection Notice does not address the Company's current 2027 Tax Benefit Payments estimate.

Contractual Obligations and Commitments

Our material contractual obligations include debt, non-cancellable contractual service and purchase obligations and lease obligations. For additional information regarding debt and non-cancellable contractual service and purchases obligations, see the Condensed Consolidated Financial Statements within Item 1 of this Quarterly Report on Form 10-Q, Note 8, "Debt", and Note 19, "Commitments and Contingencies".

On September 1, 2018, the Company executed an agreement to form a strategic partnership with Wipro, a leading global information technology, consulting and business process services company. Effective April 1, 2025, the Company executed Amendment No. 2 which adjusted the mix of services provided by Wipro. Effective January 25, 2026, the Company executed Amendment No. 5 to extend the agreement through August 31, 2029. The Company may terminate certain elements of its arrangement with Wipro for cause or for the Company's convenience with no penalty prior to August 31, 2029. If an unconsumed portion of the obligation remains after August 31, 2029, then the Company shall satisfy the obligation by paying Wipro the remaining unconsumed portion by September 30, 2029. Following the amendments, the Company's expected remaining cash outflow for non-cancellable service obligations related to our strategic partnership with Wipro is \$85 million, \$70 million, \$39 million, and \$15 million for the remainder of 2026 and the years ended 2027, 2028, and 2029, respectively, and none thereafter, totaling \$209 million.

OFF BALANCE SHEET ARRANGEMENTS

We do not have any off balance sheet arrangements.

CRITICAL ACCOUNTING ESTIMATES

There have been no material changes from the Critical Accounting Estimates disclosed in the Annual Report on Form 10-K for the year ended December 31, 2025. Please refer to "Critical Accounting Estimates" described in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II of our Annual Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

For quantitative and qualitative disclosures about market risk, see Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report. Our exposures to market risk have not changed materially since the filing of the Annual Report.

Item 4. Controls and Procedures.***Evaluation of Disclosure Controls and Procedures***

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) designed to ensure that information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management, including our principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required or necessary disclosures. Based on the aforementioned evaluation, our principal executive officer and principal financial officer concluded that, as of March 31, 2026, the Company's disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

We are a party to a variety of legal proceedings that arise in the normal course of our business. While the results of these legal proceedings cannot be predicted with certainty, we believe that the final outcome of these proceedings will not have a material adverse effect, individually or in the aggregate, on our results of operations or financial condition. The information required with respect to this item can be found under Note 19, "Commitments and Contingencies" in the Notes to Unaudited Condensed Consolidated Financial Statements included in this Quarterly Report and is incorporated by reference into this Item 1.

Item 1A. Risk Factors.

Factors that could cause our actual results to differ materially from those in this Quarterly Report on Form 10-Q are any of the risks described in our Annual Report filed with the SEC on February 24, 2026. Any of these factors could result in a significant or material adverse effect on our results of operations or financial condition. Additional risk factors not presently known to us or that we currently deem immaterial may also impair our business or results of operations.

There have been no material changes from the risk factors previously disclosed under "Part I, Item IA. Factors" in the Company's filing mentioned in the aforementioned paragraph.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Issuer Purchases of Equity Securities

On August 1, 2022, the Company's Board of Directors authorized a share repurchase program (the "Program"), under which the Company may repurchase issued and outstanding shares of Class A Common Stock from time to time, depending on market conditions and alternate uses of capital. The Program may be effected through open market purchases or privately negotiated transactions in compliance with Rule 10b-18 under the Exchange Act, including through Rule 10b5-1 trading plans. The Program has no expiration date and may be suspended or discontinued at any time. The Program does not obligate the Company to purchase any particular number of shares and there is no guarantee as to any number of shares being repurchased by the Company. We did not purchase any shares of our Class A Common Stock during the three months ended March 31, 2026.

Item 5. Other Information.

Trading Arrangements

During the three months ended March 31, 2026, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, terminated, or modified a Rule 10b5-1 trading arrangement, or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act).

Item 6. Exhibits.

Exhibit Number	Description
2.1†	<u>Stock and Asset Purchase Agreement, dated as of March 20, 2024, by and among Tempo Acquisition LLC, Axiom Buyer, LLC, the Company (for the limited purposes set forth therein) and Axiom Intermediate I, LLC (for the limited purposes set forth therein) (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed with the SEC on March 20, 2024).</u>
3.1	<u>Amended and Restated Certificate of Incorporation of Alight, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the SEC on July 12, 2021).</u>
3.2	<u>Amended and Restated Bylaws of Alight, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the SEC on July 12, 2021).</u>
10.1*†	<u>Consulting Services Agreement, dated as of January 21, 2026, relating to Dinesh Tulsiani consulting arrangement.</u>
10.2*+	<u>Form of Performance Stock Unit Grant Award Agreement (Special Grant Under Tiered Value Realization Program) under the Alight, Inc. 2021 Omnibus Incentive Plan.</u>
10.3*+	<u>Form of Time-Based Restricted Stock Unit Grant Award Agreement for Employees under the Alight, Inc. 2021 Omnibus Incentive Plan.</u>
10.4*+	<u>Form of Performance-Based Restricted Stock Unit Grant Award Agreement for Employees under the Alight, Inc. 2021 Omnibus Incentive Plan.</u>
10.5*+	<u>Form of Time-Based Restricted Stock Unit Grant Award Agreement for the Executive Leadership Team under the Alight, Inc. 2021 Omnibus Incentive Plan.</u>
10.6*+	<u>Form of Performance-Based Restricted Stock Unit Grant Award Agreement for the Executive Leadership Team under the Alight, Inc. 2021 Omnibus Incentive Plan.</u>
31.1*	<u>Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1**	<u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2**	<u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document With Embedded Linkbase Documents
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Furnished herewith.

+ Indicates a management or compensatory plan.

† The related exhibits and schedules are not being filed herewith. The registrant agrees to furnish supplementally a copy of any such exhibits and schedules to the Securities and Exchange Commission upon request.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Alight, Inc.
(Registrant)

Date: May 5, 2026

By:

/s/ Gregory Giometti

Gregory Giometti
Interim Chief Financial Officer
(Principal Financial Officer, Principal Accounting Officer
and Authorized Signatory)

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”) dated as of January 21, 2026, is entered into by and between [Personal Entity Name Redacted] (the “Consultant”), Alight Solutions LLC (the “Company”) and solely for purposes of Sections 2, 5, 8 and 9 of this Agreement, Dinesh Tulsiani, an individual (“Tulsiani”). Consultant and Client are collectively referred to herein as the “Parties” and each may individually be referred to herein as a “Party”.

WHEREAS, Tulsiani formed the Consultant as a vehicle through which Tulsiani provides certain consulting services; and

WHEREAS, Tulsiani, Consultant and Client desire to enter into this Agreement in order to, among other things, memorialize the terms of the provision of certain consultant services by Tulsiani through Consultant and the payment by Client for said services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consulting Period. The Company shall retain the Consultant pursuant to the terms of this Agreement and the Consultant shall provide the Consulting Services (as defined below) for a period beginning on January 22, 2026 (the “Start Date”) and ending on April 22, 2026 (the “Initial Term”). The Initial Term may be extended for an additional three (3) month period by mutual written agreement of the parties, provided that the Company gives Consultant at least fifteen (15) days’ prior written notice of its desire to extend. Thereafter, this Agreement shall automatically renew on a month-to-month basis until terminated. Notwithstanding the foregoing, either party may terminate this Agreement at any time in its sole discretion upon thirty (30) days’ prior written notice (date of termination) to the other party. Consultant shall be entitled to payment of all accrued but unpaid fees through the effective date of termination. The period between the Start Date and the termination of the Consultant’s service relationship with the Company hereunder shall be referred to herein as the “Consulting Period”.
 2. Consulting Services. During the Consulting Period, the Company hereby retains the Consultant to provide strategic consulting services (the “Consulting Services”). During the Consulting Period the Consultant shall perform the activities set forth in Appendix A attached hereto and incorporated by reference.
 3. Compensation. During the Consulting Period, as consideration for providing the Consulting Services, the Consultant shall be entitled to receive a fixed monthly fee of \$100,000, pro-rated for any partial months during which the Consultant provides the Consulting Services, which the Company shall pay Consultant within five (5) business days after the end of each month. Upon termination or expiration of this Agreement, payments owed to the Consultant by the Company with respect to the Consulting Services shall be limited to payments accrued pursuant to this Section 3. Company will reimburse Consultant’s reasonable expenses incurred in connection with performing the Consulting Services; provided that, Consultant obtained Company’s written consent prior to incurring the expenses, the expenses are invoiced to Company at cost (no mark-up) and are submitted in accordance with Company’s Expense Guidelines, a copy of which can be found at <https://alight.com/alightreimbursementguidelines>. Company’s obligations to pay fees
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and reimbursable expenses incurred before the effective date of termination shall survive termination or expiration of this Agreement.

4. Independent Contractor Status. During the Consulting Period, (i) the Consultant will be a consultant, and not an employee, of the Company or any of its affiliates, and for the avoidance of doubt, the Consultant will not be entitled to participate in any employee benefit plans or other benefits or conditions of employment available to employees of Employer or any of its affiliates, except to the extent required by applicable law or pursuant to any separation agreement under which the Consultant is covered; (ii) the Consultant will have no authority to act as an agent of the Company or any of its affiliates, and the Consultant will not represent to the contrary to any person; and (iii) the Consultant agrees that the Consultant will not undertake to commit the Company or any of its affiliates to any course of action in relation to third parties, and that the Consultant will only consult, render advice, and perform such tasks as the Consultant reasonably determines are necessary to provide the Consulting Services. With respect to the Consulting Period, (x) to the extent consistent with applicable law and the Consultant's status as a consultant, the Company will not withhold any amounts as federal income tax withholding from wages or as employee contributions under any applicable state or federal laws, and (y) the Consultant will be solely responsible for the payment of any U.S. federal, state, or local or non-U.S. income or payroll taxes with respect to any remuneration the Consultant receives for the Consulting Services, and will hold the Company and its officers, directors, and employees harmless from any liability arising from any failure to do so. The provisions contained in this Section 4 will remain in full force and effect notwithstanding the termination of this Agreement.

5. Confidentiality.

- a. **"Confidential Information"** means any matters concerning the Company or its affiliates, including the business, products, markets, condition (financial or other), operations, processes, intellectual property, customers, vendors, pricing, results of operations, cash flows, prospects and affairs of the Company and (ii) this Agreement. Confidential Information will also include any information that should reasonably be considered to be confidential and/or proprietary to Company in the normal course of business. Consultant and Tulsiani will keep and maintain all Confidential Information in strict confidence, use such Confidential Information solely for the purpose of providing the Consulting Services and will not disclose Confidential Information without the prior written approval of Company provided that Consultant or Tulsiani may disclose such Confidential Information (i) to its directors, officers and employees, and legal and other professional advisers ("Permitted Recipients") on a need to know basis provided, that to the maximum extent permitted by applicable law, rule, code or regulation, they agree to maintain the confidentiality of the Agreement or (ii) as is required by law. The provisions contained in this Section 5 will remain in full force and effect notwithstanding the termination of this Agreement. Further, for confidentiality and data security purposes, Consultant and Tulsiani shall only perform Services using Company provided/approved equipment and at the conclusion of the Consulting Period, Consultant shall return all Company information and equipment. Consultant may not retain any confidential or proprietary Company information, after the Consulting Period. Confidential Information shall not include information that (i) is or becomes publicly available other than as a result of a breach of this Agreement, (ii) was lawfully known to Consultant prior to disclosure by Company, (iii) is independently developed by Consultant without use of or reference to Confidential Information, or (iv) is rightfully received by Consultant from a third party
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without restriction. Nothing in this Agreement shall prohibit Consultant from using general knowledge, skills, experience, or know-how retained in Consultant's unaided memory, provided that Consultant does not disclose Company's Confidential Information.

- b. Notwithstanding the above, nothing contained in this Agreement, restricts or affects either party's right to (i) communicate with any governmental agency or entity or regulatory or any law enforcement authority or make other disclosures under the whistleblower provisions of any applicable law, rule or regulation, (ii) disclose trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law or in a sealed filing in court or other proceeding, (iii) initiate or respond to any inquiry about this Agreement or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the U.S. Department of Justice, the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any governmental entity or (iv) seek or receive any monetary damages, awards or other relief in connection with protected whistleblower activity.

6. Intellectual Property

- a. Alight Data. As between the parties, all right, title and interest, including all intellectual property rights, in and to all information and other materials provided or otherwise made available to Consultant by or on behalf of Company in connection herewith shall be owned by Company ("**Alight Data**"). For clarity, all "Data" (as defined below) made available to Consultant by or on behalf of Company will be Company Data. Company hereby grants Consultant a non-exclusive, royalty-free license to use Company Data solely in connection with Consultant's provision of Consulting Services within the scope of this Agreement.
 - b. Deliverables. This Agreement may define reports records, or other tangible outcomes of the Consulting Services to be provided by or on behalf of Consultant to Company in performing the Consulting Services ("**Deliverables**"). Company shall be the owner of all Deliverables and the Consultant hereby assigns any rights it, or any of its subcontractors, may have in the Deliverables to Company as a "work made for hire". For clarity, this assignment of rights includes the right of Company to assign the Deliverables to Company's clients or Company's affiliates. If any Deliverables do not constitute a work for hire, then, the Consultant assigns, where relevant, to Company, with full title guarantee and free from all third party rights, and shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled.
 - c. Consultant Intellectual Property. As between the parties, all right, title and interest, including all intellectual property rights, in and to the elements of the Consulting Services and Deliverables (including all trade names, trade secrets, templates, know-how, methods, software, information and other materials), existing prior to the Effective Date shall be owned by Consultant ("**Consultant IP**"). Consultant hereby grants Company, and Company's client's, a non-exclusive, worldwide, perpetual, irrevocable, transferrable, royalty-free license to use Consultant IP to the extent necessary to enable Company to make reasonable use of the Consulting Services and Deliverables; including the right to create derivative works based on the Deliverables.
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7. Compliance with Law.

- a. Each Party shall comply in all material respects with the laws applicable to its business, operations and employment of its personnel. Consultant shall comply with, and ensure that all of its personnel comply with Company's Supplier Code of Conduct, a copy of which can be found at [Alight's Supplier Code of Conduct | Alight](#).
 - b. You acknowledge that some or all of the Confidential Information is or may be material non-public information and that the use of such Confidential Information is regulated or prohibited under applicable securities laws, laws relating to insider trading or market abuse in any relevant jurisdiction and you hereby agree that (i) you will not use such Confidential Information in contravention of any applicable laws, including applicable securities laws and (ii) you will observe all applicable laws relating to insider trading.
8. Non-Competition. During the Consulting Period, neither Consultant nor Tulsiani shall provide substantially similar services to any direct competitor of Company set forth in Appendix B attached hereto and incorporated by reference where such services would materially conflict with the Company's business or would require the use or disclosure of Company's Confidential Information. Except as set forth in this Section 8, nothing herein shall prohibit Consultant or Tulsiani from providing services to other Consultant clients.
9. Non-Solicitation. During the Consulting Period and for six months thereafter, neither Consultant nor Tulsiani will directly or indirectly solicit or endeavor to entice away from or discourage from being employed or hired by Company any person who with whom Consultant had material direct contact during the Consulting Period. This will not apply to any employee who responds to a general recruitment effort, including an effort made through a third-party agency or advertisement.
10. Indemnification: Company shall indemnify, defend, and hold harmless Consultant from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Company's improper use of or reliance on of the Deliverables, excluding any claims relating to Consultant IP, (ii) Consultant's use of Alight Data as provided herein, or (iii) Company's business operations. Consultant agrees to indemnify, defend and hold harmless Client and its affiliates and their respective officers, directors, managers, employees, agents, representatives, successors and permitted assigns from and against any and all third-party claims, damages, losses, liabilities, costs and expenses (including, reasonable attorneys' fees), as and when incurred, directly or indirectly, caused by, relating to, based upon or arising out of Consultant's gross negligence, willful misconduct or material breach of this Agreement.
11. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE. CONSULTANT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO CONSULTANT UNDER THIS AGREEMENT; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO CONSULTANT'S FRAUD OR WILLFUL MISCONDUCT.
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12. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision, however, shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
13. Assignment. This Agreement is personal to each of the parties hereto. Except as provided in this section, no party may assign or delegate any right or obligations hereunder without first obtaining the written consent of the other party hereto. Notwithstanding the foregoing, the Company may assign this Agreement to any successor to all or substantially all of the business and/or the assets of the Company.
14. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto regarding the Consulting Services, and supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement.
15. Choice of Law and Venue. This Agreement was negotiated and signed by the parties in the State of Delaware and shall be construed and interpreted pursuant to Delaware law. Any and all matters of dispute of any nature whatsoever arising out of, or in any way connected with, this Agreement or the relationship between the parties hereto, shall be subject to determination only by the courts of the State of Delaware. Both parties' consent to the jurisdiction of said courts. The provisions contained in this Section 15 will remain in full force and effect notwithstanding the termination of this Agreement.
16. Miscellaneous. Sections 4, 5, 6, 9, 10, 11 and 15 and any other provision expressed to survive termination or expiration and those provisions necessary for interpretation or enforcement of this Agreement will survive the termination or expiration of this Agreement.
17. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

COMPANY: **ALIGHT SOLUTIONS LLC**

By: /s/ Martin Felli_____

Date: January 21, 2026_____

CONSULTANT: **[Personal Entity Name Redacted]**

By: /s/ Dinesh Tulsiani_____

Date: January 21, 2026_____

/s/ Dinesh Tulsiani_____

Dinesh Tulsiani, Individually, solely for purposes of Sections 2, 5, 8 and 9 of this Agreement.

Alight, Inc.
2021 Omnibus Incentive Plan

Performance Stock Unit Award Agreement

Section 1. GRANT OF PERFORMANCE STOCK UNITS

(a) Performance Stock Units. On the terms and conditions set forth in the Notice of Performance Stock Unit Grant and this Performance Stock Unit Award Agreement (this “Agreement”), the Company grants to the Grantee on the Effective Date of Grant the Performance Stock Units set forth in the Notice of Performance Stock Unit Grant.

(b) Plan and Defined Terms. The Performance Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Performance Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Performance Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE AND VESTING

(a) Forfeiture. Except as otherwise provided in the Grantee’s employment, director services or similar agreement in effect at the time of the employment or service termination:

(i) If the Grantee’s Active Service (as defined below) is terminated by the Company or its Affiliates for any reason other than due to the Grantee’s death or Disability or by the Grantee for any reason, the Grantee shall, for no consideration, forfeit the Performance Stock Units to the extent such Performance Stock Units have not yet vested at the time of such termination.

(ii) Except as otherwise provided herein, any PSUs that are not earned during the Measurement Period (as defined in Exhibit A), as determined in accordance with Exhibit A, shall be forfeited, for no consideration.

(b) Transfer Restrictions. Prior to the time that Common Shares have been delivered to the Grantee, the Grantee may not transfer, pledge, sell or otherwise dispose of (collectively, “Transfer”) this Award or the Common Shares issuable in respect of this Award, except that, upon receiving written permission from the Committee or its duly authorized designee, the Grantee may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on the Grantee’s death, will thereafter be entitled to receive the Common Shares issuable in respect of this Award, and in the absence of such a designation, the Grantee’s executor or administrator of the Grantee’s estate will be entitled to receive any Common Shares or other consideration that vested but was not issued before the Grantee’s death. For example, the Grantee may not use Common Shares that may be issued in respect of the Performance Stock Units as security for a loan. The restrictions on Transfer set forth herein will lapse as set forth under Section 2(c).

(c) Holding Period.

(i) *Special Holding Period:* The Grantee shall not, without the consent of the Company Transfer any Common Shares issued under this Agreement prior to the first (1st) anniversary of each applicable Vesting Date corresponding to the issuance of such Common Shares (the “Post-Vesting Transfer Restrictions”). Notwithstanding the foregoing, the Post-Vesting Transfer Restrictions shall not apply to (i) any Transfer following the Grantee’s termination of service due to death or Disability, including without limitation by will or pursuant to the laws of descent and distribution, (ii) subject to the consent of the Company (which shall not be unreasonably withheld), any Transfer to an estate planning vehicle of the Grantee, (iii) any Transfer upon the occurrence of or following a Change in Control (or such earlier time as is necessary in order for the Grantee to participate in such Change in Control transaction with respect to the Common Shares and receive the

consideration payable with respect thereto in connection with such Change in Control), or (iv) any Transfer as necessary to satisfy any tax obligations outlined in Section 7.

(ii) Additional Holding Period under Equity Interest Ownership Policy: If and when the Grantee is notified that they are subject to the Alight, Inc. Equity Interest Ownership Policy and the Grantee does not hold Common Shares or other “equity interests” (as defined in the Alight, Inc. Equity Interest Ownership Policy), as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee must retain 100% of the Common Shares acquired by the Grantee as a result of the settlement of Performance Stock Units (excluding from the calculation any Common Shares withheld for purposes of satisfying the Grantee’s tax obligations in connection with such settlement) until such time as the value of the Common Shares remaining in the Grantee’s possession following any sale, assignment, pledge, exchange, gift or other transfer of the Common Shares shall be sufficient to meet any applicable equity interest ownership guidelines of the Company in place at that time. For the avoidance of doubt, at any time when the Grantee holds, in the aggregate, Common Shares or other “equity interests”, as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee may enter into a transaction with respect to any Common Shares acquired by Grantee as a result of the settlement of the Performance Stock Units without regard to the holding period requirement contained in this Section 2. (c) so long as the Grantee shall continue to satisfy such equity interest ownership guidelines following such transaction.

(d) Vesting.

(i) The Performance Stock Units shall vest in accordance with the Notice of Performance Stock Unit Grant and the terms of this Agreement.

(ii) If the Grantee’s Active Service is terminated due to the Grantee’s death or Disability, the PSUs shall remain outstanding and eligible to vest with respect to the applicable calendar quarter during the Measurement Period that is in-process as of such termination of service, subject to the satisfaction of the performance conditions set forth on Exhibit A.

(iii) All unvested Performance Stock Units as of the date of termination of the Grantee’s Active Service which do not become vested and/or earned, as applicable, pursuant to this Section 2. (d) , shall be forfeited, for no consideration as of the date of termination of the Grantee’s Active Service or, if later, with respect to PSUs that remain eligible to vest and become earned pursuant to Section 2. (d) (ii) above, as of the Certification Date immediately following such termination of Active Service.

(iv) In the event the date of termination of the Grantee’s Active Service for any reason other than due to a termination for Cause is after the end of an applicable calendar quarter during the Measurement Period but prior to the Certification Date for such calendar quarter, the PSUs shall remain outstanding and eligible to vest with respect to the applicable calendar quarter, subject to the satisfaction of the performance conditions set forth on Exhibit A.

(v) The term “Active Service” means the period during which the Grantee is actively employed by or providing services to the Company or an Affiliate; provided, however, that Active Service shall not include any period during which the Grantee is on garden leave, completing a notice period or receiving severance pay.

(i) If Grantee is notified that they are subject to the clawback provisions in the Plan and any similar policies contemplated therein, including similar policies adopted by the Board or the Committee and as in effect from time to time, then any Performance Stock Units granted under this Award shall be subject to such provisions.

Section 3. DATE OF ISSUANCE

The Company shall issue to the Grantee one (1) Common Share for each Performance Stock Unit that vests, if any, as soon as practicable following each applicable Vesting Date (after certification of the Common Shares earned as of such Vesting Date) and in any event within sixty (60) days following each such Vesting Date. The

form of delivery (e.g., a share certificate or electronic entry evidencing such Common Shares) shall be determined by the Company.

Section 4. SHAREHOLDER RIGHTS

Except as otherwise provided herein, the Grantee shall have no rights as a shareholder with respect to any Common Shares covered by any Performance Stock Unit unless and until the Grantee has become the holder of record of such Common Shares.

Section 5. DIVIDEND EQUIVALENTS

- (a)** Any dividends paid with respect to the Common Shares underlying the unvested Performance Stock Units shall not be paid to the Grantee but shall be held by the Company.
- (b)** The Company shall record the amount of such dividends as dividend equivalents in a bookkeeping account, which dividend equivalents shall be subject to the same vesting conditions as the Performance Stock Units to which they relate.
- (c)** Any dividend equivalents held in the bookkeeping account pursuant to this Section 5. which are attributable to Performance Stock Units which vest pursuant to this Agreement shall be paid to the Grantee within ninety (90) days of the Vesting Date of the earned Common Shares with respect to which they relate, but in no event later than March 15 of the calendar year following the year of such Vesting Date.
- (d)** Dividend equivalents attributable to Performance Stock Units forfeited pursuant to Section 2. of this Agreement shall be forfeited to the Company on the date such Common Shares are forfeited.

Section 6. RESTRICTIVE COVENANTS

The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to the Restrictive Covenants contained in Appendix A to this Agreement and/or incorporated herein by reference. The Grantee acknowledges and agrees that the Company's remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the Grantee agrees that, in the event of such a breach or threatened breach by the Grantee, regardless of whether the Common Shares underlying the Performance Stock Units have been sold or transferred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Section 7. TAX WITHHOLDING

(a) Responsibility for Taxes. The Grantee acknowledges that, regardless of any action taken by the Company, or if different, the Subsidiary or Affiliate employing the Grantee or to which the Grantee is providing service (the "Service Recipient"), the ultimate liability for all income tax (including U.S. federal, state, and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable or deemed applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Company and/or Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Stock Units or the underlying Common Shares, including, but not limited to, the grant, vesting or settlement of the Performance Stock Units, the subsequent sale of Common Shares acquired pursuant to the such settlement and the receipt of any dividends and dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service

Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient;
- (ii) allowing or requiring the Grantee to make a cash payment to cover the Tax-Related Items;
- (iii) withholding from proceeds of the sale of shares of Common Shares acquired upon settlement of the Performance Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent);
- (iv) withholding from the Common Shares to be issued to the Grantee upon settlement of the Performance Stock Units, to the extent the Committee so permits and to the extent it would not result in additional accounting expense; or
- (v) any other method of withholding determined by the Company and permitted by applicable law;

provided, however, that if the Grantee is a Section 16 Officer of the Company under the Exchange Act, then the Company shall establish the method of withholding from alternatives (i)-(iv) herein and, if the Company does not exercise its discretion prior to the applicable withholding event, then the Grantee shall be entitled to elect the method of withholding from the alternatives above.

The Company or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Shares), or if not refunded, the Grantee may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Grantee will be deemed to have been issued the full number of Common Shares subject to the vested Performance Stock Units, notwithstanding that a number of Common Shares is held back solely for the purpose of paying the Tax-Related Items.

(b) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Shares or the proceeds of the sale of Common Shares if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

Section 8. NATURE OF GRANT

In accepting the grant, the Grantee acknowledges, understands and agrees that:

- (a)** the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b)** the grant of the Performance Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Performance Stock Units, or benefits in lieu of Performance Stock Units, even if Performance Stock Units have been granted in the past;
- (c)** all decisions with respect to future Performance Stock Units or other grants, if any, will be at the sole discretion of the Company;

- (d) the Performance Stock Units and the Grantee's participation in the Plan shall not create a right to employment or other service relationship with the Company;
- (e) the Performance Stock Units and the Grantee's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with the Company or the Service Recipient, and shall not interfere with the ability of the Company, the Service Recipient or any Subsidiary or Affiliate, as applicable, to terminate the Grantee's service relationship (if any);
- (f) the Grantee is voluntarily participating in the Plan;
- (g) the Performance Stock Units and the Common Shares subject to the Performance Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h) the Performance Stock Units and the Common Shares subject to the Performance Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- (i) unless otherwise agreed with the Company in writing, the Performance Stock Units and the Common Shares subject to the Performance Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a subsidiary of the Company;
- (j) the future value of the underlying Common Shares is unknown, indeterminable and cannot be predicted with certainty;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units resulting from the termination of the Grantee's Active Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
- (l) for purposes of the Performance Stock Units, the Grantee's service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and such date will not be extended by any notice period (*e.g.*, the Grantee's period of Active Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Performance Stock Unit (including whether the Grantee may still be considered to be providing services while on a leave of absence); and
- (m) none of the Company, the Service Recipient or any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Performance Stock Unit or of any amounts due to the Grantee pursuant to the settlement of the Performance Stock Unit or the subsequent sale of any Common Shares acquired upon settlement.

Section 9. MISCELLANEOUS PROVISIONS

- (a) **Ratification of Actions.** By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Performance Stock Unit Grant by the Company, the Board or the Committee.
- (b) **Notice.** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or

certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(c) No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Common Shares. The Grantee should consult with his or her own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

(d) Choice of Law. This Agreement and the Notice of Performance Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Delaware, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Performance Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Agreement and the Plan. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) Waiver. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other Grantee.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Performance Stock Units and on any Common Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Appendices. Notwithstanding any provisions in this Agreement, the Performance Stock Units shall be subject to any additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country. The Appendices constitute part of this Agreement.

(j) Insider Trading / Market Abuse. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country or where the Common Shares are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Common Shares, rights to Common Shares (e.g., Performance Stock Units) or rights linked to the value of Common Shares (e.g., phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

(k) Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting

requirements that may affect the Grantee's ability to acquire or hold Common Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Common Shares) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee report such accounts, assets or transactions to the applicable authorities in the Grantee's country. The Grantee also may be required to repatriate cash received from participating in the Plan to his or her country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

(l) Arbitration. Any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Performance Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Chicago, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Performance Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and federal laws applicable in Delaware, without regard to internal principles relating to conflict of laws.

(m) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 10(b) of the Plan may be made without such written agreement.

(n) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(o) Unsecured Obligation. This Award is unfunded, and as a holder of a vested Award, the Grantee shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares or other property pursuant to this Agreement.

(p) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(q) Section 409A Compliance. Notwithstanding anything herein or in the Plan to the contrary, the Performance Stock Units granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and its Affiliates make no representations that the Performance Stock Units granted under this Agreement are exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

Section 10. DATA PRIVACY

(a) Controller. *The Company, with registered address at 4 Overlook Point, Lincolnshire, IL 60069, United States, is the controller responsible for the processing of the Grantee's personal data in connection with this Performance Stock Unit and the Plan.*

(b) Data Collection and Usage. *The Company and its Subsidiaries and Affiliates (and, if applicable, any entity that engages the Grantee to provide services to the Company and its subsidiaries and affiliates) collect, process and use certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any Common Shares or directorships held in the Company, details of all Performance Stock Units granted under the Plan or any other entitlement to Common Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is the Grantee's consent.*

(c) Stock Plan Administrator. *The Grantee understands that the Company may transfer Data to a third-party stock plan administrator (“Stock Plan Administrator”), which assists the Company, presently or in the future, with the implementation, administration and management of the Plan. The Grantee may be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Stock Plan Administrator is the Grantee’s consent.*

(d) International Data Transfers. *The Company is, and the Stock Plan Administrator may be, based in the United States. The Grantee’s country or jurisdiction may have different data privacy laws and protections than the United States. Where required, the Company’s legal basis for the transfer of Data to the United States is the Grantee’s consent.*

(e) Data Retention. *The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee’s participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean Data is retained until after the Grantee’s Active Service ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

(f) Voluntariness and Consequences of Consent Denial or Withdrawal. *Participation in the Plan is voluntary and the Grantee is providing the consents herein on a voluntary basis. The Grantee understands that the Grantee may request to stop the transfer and processing of the Data for purposes of the Grantee’s participation in the Plan and that his or her service relationship will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow the Grantee to participate in the Plan. The Grantee understands that the Data will still be processed in relation to his or her service relationship for record-keeping purposes.*

(g) Data Subject Rights. *The Grantee has a number of rights under data privacy laws in the Grantee’s jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data that the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in the Grantee’s jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarifications regarding these rights or to exercise these rights, the Grantee can contact executive.compensation@alight.com.*

EXHIBIT A

Determination of PSUs Earned

Subject to the terms and conditions set forth in the Plan and this Agreement, the portion of the PSUs subject to this Award, if any, that become vested as of each Vesting Date occurring during the Measurement Period will be determined upon the Committee's certification of achievement of the Highest 20-Day VWAP achieved during each immediately preceding calendar quarter in accordance with this Exhibit A, which certification shall occur upon each Certification Date.

On each Certification Date, the Committee shall certify the Company's achievement of the Highest 20-Day VWAP for the preceding calendar quarter and, based on such achievement, the percentage of the PSUs that vest (if any) shall be determined in accordance with the table below, with the percentage of PSUs earned for each vesting tranche linearly interpolated based upon the achievement of the Highest 20-Day VWAP as compared to the minimum and maximum earning level for each vesting tranche listed below (including, for the avoidance of doubt, any lower tranches). For example, upon certification of achievement during a calendar quarter within the Measurement Period of a Highest 20-Day VWAP of \$3.375, the Grantee will earn all PSUs covered by tranches 1 and 2, and 50% of tranche 3 (to the extent such portions were not previously earned).

For the avoidance of doubt, no PSUs shall vest with respect to any tranches listed below unless the Highest 20-Day VWAP as of a Vesting Date is greater than the minimum level of achievement with respect to such tranche. Any PSUs that are not vested as of the end of the Measurement Period will be forfeited, for no consideration.

PSU Performance Tranches

Tranche #	Minimum Highest 20-Day VWAP	Maximum Highest 20-Day VWAP	% of PSUs Earned at Maximum Highest 20-Day VWAP
Tranche 1	\$1.50	\$2.25	25%
Tranche 2	\$2.25	\$3.00	25%
Tranche 3	\$3.00	\$3.75	25%
Tranche 4	\$3.75	\$4.50	25%

Change in Control

The Measurement Period shall end upon a Change in Control, and the Vesting Date with respect to the calendar quarter that is in-process when a Change in Control occurs shall be such Change in Control date; provided, however, that in the event the CIC Price is greater than the Highest 20-Day VWAP actually achieved during such in-process calendar quarter, then the Highest 20-Day VWAP for purposes of such Vesting Date shall be deemed equal to the CIC Price for purposes of determining any additional vesting of PSUs in accordance with the performance chart set forth above. Any PSUs that remain unvested following a Change in Control (taking into account any vesting under the immediately preceding sentence) shall be forfeited for no consideration.

Defined Terms under Exhibit A

“Certification Date” means the date upon which the Committee certifies the attainment of the Highest 20-Day VWAP during the immediately preceding calendar quarter, which in any event, shall be no more than 60 days following the corresponding Vesting Date for such preceding calendar quarter.

“CIC Price” means the Fair Market Value of a Common Share as of the date of a Change in Control.

“Highest 20-Day VWAP” means, with respect to the Company’s Common Shares, the highest achieved average daily volume-weighted average price over any consecutive 20 trading day period ending within a calendar quarter during the Measurement Period (regardless of whether such 20 trading day period commenced within the same calendar quarter or in the preceding calendar quarter).

“Measurement Period” means April 1, 2026 through the earlier of December 31, 2030 or the date of a Change in Control.

“Vesting Date” means the last trading day of each calendar quarter occurring during the Measurement Period.

Appendix A

Restrictive Covenants

1. Non-Competition; Non-Solicitation; Non-Disparagement.

(a) The Grantee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Subsidiaries, and accordingly agrees as follows:

(i) During the Grantee's employment or service with the Company or any of its Affiliates or Subsidiaries (the "Employment Term") and for the Restricted Period (as defined in Appendix A-1), the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (for the purposes of this Appendix A, a "Person"), directly or indirectly solicit or assist in soliciting any business of the same type or kind as the Covered Business performed by the Restricted Group from or with respect to (A) clients or customers of the Restricted Group with respect to whom the Grantee provided services, either alone or with others, or had a business relationship, or on whose account the Grantee worked or became familiar, or supervised directly or indirectly the servicing activities with respect to that client or customer, during the twenty-four month period prior to the last day of the Grantee's Employment Term (the "Termination Date"), and further provided such clients or customers were clients or customers of the Restricted Group either on such Termination Date or during the twenty-four months prior thereto, and (B) prospective clients or customers of the Restricted Group which the Grantee alone, in combination with others, or in a supervisory capacity, solicited during the eighteen months prior to the Grantee's Termination Date.

(ii) During the Employment Term and the Restricted Period, the Grantee will not directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant:

(A) engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within the (i) state(s), (ii) county(ies), or (iii) city(ies) (or portions thereof) where the Grantee directly or indirectly: (a) had material responsibilities or performed services on behalf of the Restricted Group; or (b) solicited clients or customers or otherwise sold products or services on behalf of the Restricted Group. If the Grantee performed material responsibilities that are not geographically limited to any territory and the Grantee's knowledge of the Restricted Group's Confidential Information and trade secrets could be used by a Person engaged in the Covered Business to unfairly compete with or undermine the Restricted Group's legitimate business interests, then the Grantee shall not engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within any geographic area where the Restricted Group engages in the Covered Business; or

(B) intentionally and adversely interfere with, or intentionally attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, the Grantee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the Covered Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Grantee (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Employment Term and the Restricted Period, the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group;

(B) hire or cause to be hired any executive-level employee (i.e., Vice President management level and above or other equivalent role or function) who was employed by the Restricted Group as of the Grantee's Termination Date or who left the employment of the Restricted Group coincident with, or within one (1) year prior to, or after, the Grantee's Termination Date; or

(C) encourage any consultant of the Restricted Group to cease working with the Restricted Group.

(v) For purposes of this Agreement:

(A) "Covered Business" means (1) developing and implementing software and services solutions for, and providing (w) health and welfare (including participant advocacy, healthcare navigation, benefits guidance, reimbursement accounts, COBRA/direct billing, dependent verification, Medicare enrollment services and other ancillary point solutions services) and retirement (including any defined contribution participant financial advisory, financial education and self-directed brokerage account services and other ancillary point solutions services) benefits administration services, (x) health, wealth and financial well-being and well-being engagement services, (y) employee engagement platforms and related services, including portal services (e.g., Alight Worklife), communications, total rewards employee benefits marketplace and health and wealth partner networks, and (z) leave administration, disability management and related services, (2) human resource and other related communications consulting services, and/or (3) such businesses (not described in (1) or (2) above) in which the Restricted Group engages or has plans to engage (as evidenced by the investment of time or resources therein), in each case, as of the Grantee's Termination Date.

(B) "Restricted Group" means, collectively, the Company and its Affiliates.

(b) During the Employment Term and at all times thereafter, the Grantee agrees not to make, or cause any other person to make, any communication that is intended to disparage, or has the effect of disparaging, the Company or any of its Affiliates, Subsidiaries, agents, shareholders, members, or advisors (or any of its or their respective employees, officers or directors) (it being understood that communication made in the Grantee's good faith performance of the Grantee's duties hereunder shall not be deemed disparaging for purposes of this Agreement). Nothing set forth herein shall be interpreted to prohibit the Grantee from responding truthfully to incorrect public statements, making truthful statements when required by law, subpoena or court order and/or from responding to any inquiry by any regulatory or investigatory organization.

(c) In signing this Agreement, the Grantee gives the Company and its Affiliates assurance that the Grantee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 1. The Grantee agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Grantee from obtaining other suitable employment during the period in which the Grantee is bound by the restraints. The Grantee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Grantee has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Grantee further covenants that the Grantee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1. It is also agreed that the Company's Affiliates will have the right to enforce all of the Grantee's obligations to such Affiliates under this Agreement, including, without limitation, pursuant to this Section 1.

(d) It is expressly understood and agreed that although the Grantee and the Company and its Affiliates consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Grantee, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Grantee is in breach of the terms hereof as determined by any court of competent jurisdiction on the application for injunctive relief of the Company or any other member of the Restricted Group.

(f) The provisions of Section 1 hereof shall survive the termination of the Grantee's employment or service for any reason.

2. Confidentiality; Intellectual Property.

(a) Confidentiality.

(i) The Grantee will not at any time (whether during or after the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries) (A) retain or use for the benefit, purposes or account of the Grantee or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates and Subsidiaries (other than the Grantee's professional advisers who are bound by confidentiality obligations or otherwise in performance of the Grantee's duties under the Grantee's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information -- including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company or any of its Affiliates or Subsidiaries and/or any third party that has disclosed or provided any of same to the Company or any of its Affiliates or Subsidiaries on a confidential basis ("Confidential Information"), without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of the Grantee's breach of this covenant; (B) made legitimately available to the Grantee by a third party without breach of any confidentiality obligation of which the Grantee has knowledge; or (C) required by law to be disclosed; provided that with respect to subsection (C) the Grantee shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company or any of its Affiliates or Subsidiaries to obtain a protective order or similar treatment.

(iii) Except as required by law, the Grantee will not disclose to anyone, other than the Grantee's family (it being understood that, in this Agreement, the term "family" refers to the Grantee, the Grantee's spouse, children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that the Grantee may disclose to any prospective future employer or service recipient the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if any member of the Restricted Group publicly discloses a copy of this Agreement (or, publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries for any reason, the Grantee shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Subsidiaries or Affiliates; and (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Grantee's possession or control (including any of the foregoing stored or located in the Grantee's office, home, laptop or other computer, whether or not the Company's property) that contain Confidential Information, except that the Grantee may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(vi) Nothing in this Agreement shall prohibit or restrict the Grantee from, or shall be interpreted so as to impede the Grantee (or any other individual) from, reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Grantee does not need the prior authorization of the Company or any of its Affiliates or Subsidiaries to make any such reports or disclosures, and the Grantee shall not be required to notify the Company or any of its Affiliates or Subsidiaries that such reports or disclosures have been made.

(b) Intellectual Property.

(i) If the Grantee creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, at any time during the Grantee's employment by or service to the Company or any of its Affiliates or Subsidiaries and within the scope of such employment or service and/or with the use of any resources of the Company or any of its Affiliates or Subsidiaries ("Company Works"), the Grantee shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all of the Grantee's right, title, and interest therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition, other intellectual property laws, and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company. If the Grantee creates any written records (in the form of notes, sketches, drawings, or any other tangible form or media) of any Company Works, the Grantee will keep and maintain same. The records will be available to and remain the sole property and intellectual property of the Company or its Affiliate or Subsidiary (as applicable) at all times.

(ii) The Grantee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's or its Affiliate's or Subsidiary's expense (but without further remuneration) to assist the Company or its Affiliate or Subsidiary in validating,

maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the rights of the Company or its Affiliates or Subsidiaries in the Company Works.

(iii) The Grantee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company or any of its Affiliates or Subsidiaries any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. The Grantee shall comply with all relevant policies and guidelines of the Company or its Affiliates or Subsidiaries that are from time to time previously disclosed to the Grantee, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest.

(iv) The provisions of Section 2 hereof shall survive the termination of the Grantee's employment or service for any reason.

Appendix A-1
Restricted Period

Unless otherwise provided herein, the Restricted Period shall be two (2) years following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries. Notwithstanding the preceding sentence, solely for purposes of the covenants set forth in Section 1(a)(ii) of Appendix A, the table below specifies the number of months of the Restricted Period applicable to the Grantee following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates (such period, the “Non-Competition Restricted Period”). The Grantee’s Non-Competition Restricted Period shall be designated by the Grantee’s function and role as performed for the Company or any of its Affiliates or Subsidiaries at the time of such Grantee’s termination of employment or service and as determined by the Company in accordance with the table below. The Non-Competition Restricted Period shall commence from the date the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries.

Management Level	Non-Competition Restricted Period
Senior Vice President, Executive Vice President, Chief (or equivalent)	The greater of (x) 12 months or (y) the period following the Grantee’s termination of employment or service during which the Grantee is entitled to receive any severance, separation, termination or other similar pay or benefits pursuant to any employee benefit plan or other arrangement or agreement between the Grantee and the Company or any of its Affiliates or Subsidiaries.

Alight, Inc.
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Appendix B to the Performance Stock Unit Award Agreement

Country Specific Terms and Conditions

Capitalized terms used but not defined in this Appendix B shall have the same meanings assigned to them in the Plan, the Grant Notice and/or this Agreement.

Terms and Conditions

This Appendix B includes additional terms and conditions that govern the grant of Performance Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Performance Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect in the respective countries as of January 2026. Such laws are often complex and change frequently. As a result, the Grantee should not rely on the information noted herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Performance Stock Units or sells any Common Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment/service and/or residency to a different country after the Performance Stock Units are granted, the information contained in this Appendix may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Payment After Vesting. This provision supplements Section 2(d) of this Agreement:

As provided herein, any Performance Stock Units that vest will be paid to Grantee in whole Common Shares. For the avoidance of doubt, any Performance Stock Units that vest will not be settled in cash.

Nature of Grant. The following provision replaces Section 8(l) of this Agreement:

For purposes of the Performance Stock Units, the Grantee's status as a Service Provider will be considered terminated as of the date that is the earliest of: (i) the date that the Grantee's Active Service with the Company or the Service Recipient is terminated; or (ii) the date that the Grantee receives written notice of termination of Active Service, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where the Grantee resides (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to the Grantee's employment benefits from the Service Recipient. Unless otherwise expressly provided in this Agreement (including by reference in the Plan materials) or determined by the Committee, the Grantee's right to vest in the Performance Stock Units under the Plan, if any, will terminate as of such date. In the event the date the Grantee is no longer providing Active Service cannot be reasonably determined under the terms of this Agreement and/or the Plan, the Committee shall have the exclusive discretion to determine when the Grantee's status as a Service Provider will be considered terminated for purposes of the Performance Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the Plan during a statutory notice period, the Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rata vesting to the extent any vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

The following provisions apply to Grantees in Quebec:

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements Section 10 of this Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the Plan. The Grantee further authorizes the Company, the Service Recipient and the Committee to disclose and

discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell Common Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the sale of Common Shares takes place outside of Canada through the facilities of a stock exchange on which Common Shares are listed. The Common Shares are currently traded on the NYSE, which is located outside of Canada, under the ticker symbol "ALIT" and Common Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Canadian residents are required to report foreign specified property, including Common Shares and rights to receive Common Shares (e.g., Performance Stock Units), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time in the year. Performance Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. The Form T1135 must be filed by April 30 of the following year. When Common Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Shares. The ACB would ordinarily equal the fair market value of the Common Shares at the time of acquisition, but if other Common Shares are owned, this ACB may have to be averaged with the ACB of the other Common Shares. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

INDIA

Notifications

Exchange Control Information. The Grantee must repatriate any proceeds from the sale of Common Shares acquired under the Plan or the receipt of any dividends or dividend equivalents paid on such Common Shares to India and convert the proceeds into local currency within such period of time as required under applicable regulations. The Grantee will receive a foreign inward remittance certificate ("FIRC") from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. The Grantee acknowledges that it is the Grantee's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including Common Shares held outside of India) in their annual tax returns. The Grantee is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor to determine his or her obligations in this regard.

POLAND

Notifications

Exchange Control Information. Polish residents holding foreign securities (including Common Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank

of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. The Grantee should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PUERTO RICO

There are no country specific terms or conditions.

Alight, Inc.
2021 Omnibus Incentive Plan

Notice of Restricted Stock Unit Grant

You (the “Grantee”) have been granted the following award of restricted stock units (the “Restricted Stock Units” or “RSUs”), with respect to Class A common stock, par value \$0.0001 per share (the “Common Shares”), by Alight, Inc. (the “Company”), pursuant to the Alight, Inc. 2021 Omnibus Incentive Plan (the “Plan”) and the terms set forth in the attached Restricted Stock Unit Award Agreement:

Name of Grantee:	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%%-%
Effective Date of Grant:	%%OPTION_DATE,'Month DD, YYYY'%%-%
Number of Time-Vested RSUs:	%%TOTAL_SHARES_GRANTED,'999,999,999'%%-%
Vesting:	Subject to the terms of the Plan and the Restricted Stock Unit Award Agreement attached hereto, the Time-Vested RSUs shall vest with respect to one-third of the Time-Vested RSUs on each of the first three anniversaries of the Effective Date of Grant, the third anniversary being the “Final Vesting Date”, subject to the Grantee’s continued Active Service (as defined in the Restricted Stock Unit Award Agreement attached hereto) from the Effective Date of Grant through each applicable vesting date.

By your electronic acceptance/signature below, you agree and acknowledge that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and the attached Restricted Stock Unit Award Agreement, which are incorporated herein by reference, and that you have been provided with a copy of the Plan and Restricted Stock Unit Award Agreement. You must affirmatively acknowledge and accept the terms and conditions of this grant of Restricted Stock Units, including the terms of this Notice of Restricted Stock Unit Grant and the Restricted Stock Unit Award Agreement, within thirty (30) days following the date the Grant is issued. A failure to acknowledge and accept the Restricted Stock Unit Award within such thirty (30)-day period may result in forfeiture of the Restricted Stock Unit Award, effective as of the thirtieth (30th) day following the date the Grant is issued.

Agreed to and Signed by:
 %%FIRST_NAME_MIDDLE_NAME_LAST_NAME%%-%

Alight, Inc.
2021 Omnibus Incentive Plan

Restricted Stock Unit Award Agreement

Section 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Units. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant and this Restricted Stock Unit Award Agreement (the “Agreement”), the Company grants to the Grantee on the Effective Date of Grant the Restricted Stock Units set forth in the Notice of Restricted Stock Unit Grant.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Restricted Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE AND VESTING

(a) Forfeiture. Except as otherwise provided in the Grantee’s employment, director services or similar agreement in effect at the time of the employment or service termination:

(i) If the Grantee’s Active Service (as defined below) is terminated by the Company or its Affiliates for any reason other than due to the Grantee’s death or Disability or by the Grantee for any reason, the Grantee shall, for no consideration, forfeit the Restricted Stock Units to the extent such Restricted Stock Units have not yet vested at the time of such termination.

(b) Transfer Restrictions. Prior to the time that Common Shares have been delivered to the Grantee, the Grantee may not transfer, pledge, sell or otherwise dispose of this Award or the Common Shares issuable in respect of this Award, except that, upon receiving written permission from the Committee or its duly authorized designee, the Grantee may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on the Grantee’s death, will thereafter be entitled to receive the Common Shares issuable in respect of this Award, and in the absence of such a designation, the Grantee’s executor or administrator of the Grantee’s estate will be entitled to receive any Common Shares or other consideration that vested but was not issued before the Grantee’s death. For example, the Grantee may not use Common Shares that may be issued in respect of the Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to the Grantee of Common Shares in respect of the Grantee’s vested Restricted Stock Units.

(c) Holding Period. If and when (i) the Grantee is notified that they are subject to the Alight, Inc. Equity Interest Ownership Policy, and (ii) the Grantee does not hold Common Shares or other “equity interests” (as defined in the Alight, Inc. Equity Interest Ownership Policy), as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, then the Grantee must retain 100% of the Common Shares acquired by the Grantee as a result of the settlement of Restricted Stock Units (excluding from the calculation any Common Shares withheld for purposes of satisfying the Grantee’s tax obligations in connection with such settlement) until such time as the value of the Common Shares remaining in the Grantee’s possession following any sale, assignment, pledge, exchange, gift or other transfer of the Common Shares shall be sufficient to meet any applicable equity interest ownership guidelines of the Company in place at that time. For the avoidance of doubt, at any time when the Grantee holds, in the aggregate, Common Shares or other “equity interests”, as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee may enter into a transaction with respect to any Common Shares acquired by Grantee as a result of the settlement of the Restricted Stock Units without regard to

the holding period requirement contained in this Section 2. (c) so long as the Grantee shall continue to satisfy such equity interest ownership guidelines following such transaction.

(d) Vesting.

(i) The Restricted Stock Units shall vest in accordance with the Notice of Restricted Stock Unit Grant and the terms of this Agreement.

(ii) If the Grantee's Active Service is terminated due to the Grantee's death or Disability, a portion of the unvested Time-Vested RSUs as of the date of such termination shall vest and become free of the forfeiture and transfer restrictions contained in this Agreement (except as otherwise provided in Section 2. (b) of this Agreement). The portion which shall vest shall be determined by the following formula (rounded to the nearest whole Common Share):

If the Grantee's Active Service is terminated due to the Grantee's death or Disability prior to the Final Vesting Date:

$(A \times B) - C$, where

A = the total number of Time-Vested RSUs granted under this Agreement,

B = the number of completed calendar days to the date of termination of Active Service since the Effective Date of Grant, divided by the total number of calendar days from the Effective Date of Grant to the Final Vesting Date, and

C = the number of Time-Vested RSUs granted under this Agreement which vested on or prior to the date of Grantee's termination of Active Service.

(iii) The Restricted Stock Units will immediately accelerate and become fully vested, if the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) at any time on or within six (6) months prior to a Change in Control or within eighteen (18) months following a Change in Control (the "Protection Period").

(iv) If the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) at any time other than the Protection Period, the Restricted Stock Units scheduled to vest in the next twelve (12) months following the date of such Termination shall continue to vest on their regular vesting schedule.

(v) All unvested Restricted Stock Units as of the date of termination of the Grantee's Active Service which do not become vested and/or earned, as applicable, pursuant to this Section 2(d), shall be forfeited, for no consideration as of the date of termination of the Grantee's Active Service.

(vi) The term "Active Service" means the period during which the Grantee is actively employed by or providing services to the Company or an Affiliate; provided, however, that Active Service shall not include any period during which the Grantee is on garden leave, completing a notice period or receiving severance pay.

(i) If Grantee is notified that they are subject to the clawback provisions in the Plan and any similar policies contemplated therein, including similar policies adopted by the Board or the Committee and as in effect from time to time, then any Restricted Stock Units granted under this Award shall be subject to such provisions.

Section 3. DATE OF ISSUANCE

The Company shall issue to the Grantee one (1) Common Share for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) and in any event within thirty (30) days following the vesting date. The form of delivery (e.g., a share certificate or electronic entry evidencing such Common Shares) shall be determined by the Company.

Section 4. SHAREHOLDER RIGHTS

Except as otherwise provided herein, the Grantee shall have no rights as a shareholder with respect to any Common Shares covered by any Restricted Stock Unit unless and until the Grantee has become the holder of record of such Common Shares.

Section 5. DIVIDEND EQUIVALENTS

(a) Any dividends paid with respect to the Common Shares underlying the unvested Restricted Stock Units shall not be paid to the Grantee but shall be held by the Company.

(b) The Company shall record the amount of such dividends as dividend equivalents in a bookkeeping account, which dividend equivalents shall be subject to the same vesting conditions as the Restricted Stock Units to which they relate.

(c) Any dividend equivalents held in the bookkeeping account pursuant to this Section 5 which are attributable to Restricted Stock Units which vest pursuant to this Agreement shall be paid to the Grantee within ninety (90) days of the vesting date of the earned Common Shares with respect to which they relate, but in no event later than March 15 of the calendar year following the year of such vesting date.

(d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company on the date such Common Shares are forfeited.

Section 6. RESTRICTIVE COVENANTS

The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to the Restrictive Covenants contained in Appendix A to this Agreement and/or incorporated herein by reference. The Grantee acknowledges and agrees that the Company's remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the Grantee agrees that, in the event of such a breach or threatened breach by the Grantee, regardless of whether the Common Shares underlying the Restricted Stock Units have been sold or transferred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Section 7. TAX WITHHOLDING

(a) **Responsibility for Taxes.** The Grantee acknowledges that, regardless of any action taken by the Company, or if different, the Subsidiary or Affiliate employing the Grantee or to which the Grantee is providing service (the "Service Recipient"), the ultimate liability for all income tax (including U.S. federal, state, and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable or deemed applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Company and/or Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units or the underlying Common Shares, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Common Shares acquired pursuant to the such settlement and the receipt of any dividends and dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient;
- (ii) allowing or requiring the Grantee to make a cash payment to cover the Tax-Related Items;
- (iii) withholding from proceeds of the sale of shares of Common Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent);
- (iv) withholding from the Common Shares to be issued to the Grantee upon settlement of the Restricted Stock Units, to the extent the Committee so permits and to the extent it would not result in additional accounting expense; or
- (v) any other method of withholding determined by the Company and permitted by applicable law;

provided, however, that if the Grantee is a Section 16 Officer of the Company under the Exchange Act, then the Company shall establish the method of withholding from alternatives (i)-(iv) herein and, if the Company does not exercise its discretion prior to the applicable withholding event, then the Grantee shall be entitled to elect the method of withholding from the alternatives above.

The Company or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Shares), or if not refunded, the Grantee may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Grantee will be deemed to have been issued the full number of Common Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Common Shares is held back solely for the purpose of paying the Tax-Related Items.

(b) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Shares or the proceeds of the sale of Common Shares if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

Section 8. NATURE OF GRANT

In accepting the grant, the Grantee acknowledges, understands and agrees that:

- (a)** the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b)** the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
- (c)** all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;
- (d)** the Restricted Stock Units and the Grantee's participation in the Plan shall not create a right to employment or other service relationship with the Company;

- (e) the Restricted Stock Units and the Grantee's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with the Company or the Service Recipient, and shall not interfere with the ability of the Company, the Service Recipient or any Subsidiary or Affiliate, as applicable, to terminate the Grantee's service relationship (if any);
- (f) the Grantee is voluntarily participating in the Plan;
- (g) the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h) the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- (i) unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a subsidiary of the Company;
- (j) the future value of the underlying Common Shares is unknown, indeterminable and cannot be predicted with certainty;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Active Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
- (l) for purposes of the Restricted Stock Units, the Grantee's service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and such date will not be extended by any notice period (*e.g.*, the Grantee's period of Active Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Restricted Stock Unit (including whether the Grantee may still be considered to be providing services while on a leave of absence); and
- (m) none of the Company, the Service Recipient or any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Unit or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Unit or the subsequent sale of any Common Shares acquired upon settlement.

Section 9. MISCELLANEOUS PROVISIONS

- (a) **Ratification of Actions.** By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Restricted Stock Unit Grant by the Company, the Board or the Committee.
- (b) **Notice.** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal

executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(c) No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Common Shares. The Grantee should consult with his or her own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

(d) Choice of Law. This Agreement and the Notice of Restricted Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Delaware, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Restricted Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Agreement and the Plan. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) Waiver. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other Grantee.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Common Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Appendices. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country. The Appendices constitute part of this Agreement.

(j) Insider Trading / Market Abuse. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country or where the Common Shares are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Common Shares, rights to Common Shares (*e.g.*, Restricted Stock Units) or rights linked to the value of Common Shares (*e.g.*, phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

(k) Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold Common Shares under the Plan or cash

received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Common Shares) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee report such accounts, assets or transactions to the applicable authorities in the Grantee's country. The Grantee also may be required to repatriate cash received from participating in the Plan to his or her country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

(l) Arbitration. Any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Restricted Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Chicago, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Restricted Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and federal laws applicable in Delaware, without regard to internal principles relating to conflict of laws.

(m) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 10(b) of the Plan may be made without such written agreement.

(n) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(o) Unsecured Obligation. This Award is unfunded, and as a holder of a vested Award, the Grantee shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares or other property pursuant to this Agreement.

(p) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(q) Section 409A Compliance. Notwithstanding anything herein or in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and its Affiliates make no representations that the Restricted Stock Units granted under this Agreement are exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

Section 10. DATA PRIVACY

(a) Controller. *The Company, with registered address at 4 Overlook Point, Lincolnshire, IL 60069, United States, is the controller responsible for the processing of the Grantee's personal data in connection with this Restricted Stock Unit and the Plan.*

(b) Data Collection and Usage. *The Company and its Subsidiaries and Affiliates (and, if applicable, any entity that engages the Grantee to provide services to the Company and its subsidiaries and affiliates) collect, process and use certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any Common Shares or directorships held in the Company, details of all Restricted Stock Units granted under the Plan or any other entitlement to Common Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is the Grantee's consent.*

(c) **Stock Plan Administrator.** *The Grantee understands that the Company may transfer Data to a third-party stock plan administrator (“Stock Plan Administrator”), which assists the Company, presently or in the future, with the implementation, administration and management of the Plan. The Grantee may be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Stock Plan Administrator is the Grantee’s consent.*

(d) **International Data Transfers.** *The Company is, and the Stock Plan Administrator may be, based in the United States. The Grantee’s country or jurisdiction may have different data privacy laws and protections than the United States. Where required, the Company’s legal basis for the transfer of Data to the United States is the Grantee’s consent.*

(e) **Data Retention.** *The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee’s participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean Data is retained until after the Grantee’s Active Service ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

(f) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and the Grantee is providing the consents herein on a voluntary basis. The Grantee understands that the Grantee may request to stop the transfer and processing of the Data for purposes of the Grantee’s participation in the Plan and that his or her service relationship will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow the Grantee to participate in the Plan. The Grantee understands that the Data will still be processed in relation to his or her service relationship for record-keeping purposes.*

(g) **Data Subject Rights.** *The Grantee has a number of rights under data privacy laws in the Grantee’s jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data that the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in the Grantee’s jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarifications regarding these rights or to exercise these rights, the Grantee can contact executive.compensation@alight.com.*

Appendix A
Restrictive Covenants

1. Non-Competition; Non-Solicitation; Non-Disparagement.

(a) The Grantee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Subsidiaries, and accordingly agrees as follows:

(i) During the Grantee's employment or service with the Company or any of its Affiliates or Subsidiaries (the "Employment Term") and for the Restricted Period (as defined in Appendix A-1), the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (for the purposes of this Appendix A, a "Person"), directly or indirectly solicit or assist in soliciting any business of the same type or kind as the Covered Business performed by the Restricted Group from or with respect to (A) clients or customers of the Restricted Group with respect to whom the Grantee provided services, either alone or with others, or had a business relationship, or on whose account the Grantee worked or became familiar, or supervised directly or indirectly the servicing activities with respect to that client or customer, during the twenty-four month period prior to the last day of the Grantee's Employment Term (the "Termination Date"), and further provided such clients or customers were clients or customers of the Restricted Group either on such Termination Date or during the twenty-four months prior thereto, and (B) prospective clients or customers of the Restricted Group which the Grantee alone, in combination with others, or in a supervisory capacity, solicited during the eighteen months prior to the Grantee's Termination Date.

(ii) During the Employment Term and the Restricted Period, the Grantee will not directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant:

(A) engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within the (i) state(s), (ii) county(ies), or (iii) city(ies) (or portions thereof) where the Grantee directly or indirectly: (a) had material responsibilities or performed services on behalf of the Restricted Group; or (b) solicited clients or customers or otherwise sold products or services on behalf of the Restricted Group. If the Grantee performed material responsibilities that are not geographically limited to any territory and the Grantee's knowledge of the Restricted Group's Confidential Information and trade secrets could be used by a Person engaged in the Covered Business to unfairly compete with or undermine the Restricted Group's legitimate business interests, then the Grantee shall not engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within any geographic area where the Restricted Group engages in the Covered Business; or

(B) intentionally and adversely interfere with, or intentionally attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, the Grantee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the Covered Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Grantee (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Employment Term and the Restricted Period, the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group;

(B) hire or cause to be hired any executive-level employee (i.e., Vice President management level and above or other equivalent role or function) who was employed by the Restricted Group as of the Grantee's Termination Date or who left the employment of the Restricted Group coincident with, or within one (1) year prior to, or after, the Grantee's Termination Date; or

(C) encourage any consultant of the Restricted Group to cease working with the Restricted Group.

(v) For purposes of this Agreement:

(A) "Covered Business" means (1) developing and implementing software and services solutions for, and providing (w) health and welfare (including participant advocacy, healthcare navigation, benefits guidance, reimbursement accounts, COBRA/direct billing, dependent verification, Medicare enrollment services and other ancillary point solutions services) and retirement (including any defined contribution participant financial advisory, financial education and self-directed brokerage account services and other ancillary point solutions services) benefits administration services, (x) health, wealth and financial well-being and well-being engagement services, (y) employee engagement platforms and related services, including portal services (e.g., Alight Worklife), communications, total rewards employee benefits marketplace and health and wealth partner networks, and (z) leave administration, disability management and related services, (2) human resource and other related communications consulting services, and/or (3) such businesses (not described in (1) or (2) above) in which the Restricted Group engages or has plans to engage (as evidenced by the investment of time or resources therein), in each case, as of the Grantee's Termination Date.

(B) "Restricted Group" means, collectively, the Company and its Affiliates.

(b) During the Employment Term and at all times thereafter, the Grantee agrees not to make, or cause any other person to make, any communication that is intended to disparage, or has the effect of disparaging, the Company or any of its Affiliates, Subsidiaries, agents, shareholders, members, or advisors (or any of its or their respective employees, officers or directors) (it being understood that communication made in the Grantee's good faith performance of the Grantee's duties hereunder shall not be deemed disparaging for purposes of this Agreement). Nothing set forth herein shall be interpreted to prohibit the Grantee from responding truthfully to incorrect public statements, making truthful statements when required by law, subpoena or court order and/or from responding to any inquiry by any regulatory or investigatory organization.

(c) In signing this Agreement, the Grantee gives the Company and its Affiliates assurance that the Grantee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 1. The Grantee agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Grantee from obtaining other suitable employment during the period in which the Grantee is bound by the restraints. The Grantee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Grantee has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Grantee further covenants that the Grantee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1. It is also agreed that the Company's Affiliates will have the right to enforce all of the Grantee's obligations to such Affiliates under this Agreement, including, without limitation, pursuant to this Section 1.

(d) It is expressly understood and agreed that although the Grantee and the Company and its Affiliates consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Grantee, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Grantee is in breach of the terms hereof as determined by any court of competent jurisdiction on the application for injunctive relief of the Company or any other member of the Restricted Group.

(f) The provisions of Section 1 hereof shall survive the termination of the Grantee's employment or service for any reason.

2. Confidentiality; Intellectual Property.

(a) Confidentiality.

(i) The Grantee will not at any time (whether during or after the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries) (A) retain or use for the benefit, purposes or account of the Grantee or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates and Subsidiaries (other than the Grantee's professional advisers who are bound by confidentiality obligations or otherwise in performance of the Grantee's duties under the Grantee's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information -- including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company or any of its Affiliates or Subsidiaries and/or any third party that has disclosed or provided any of same to the Company or any of its Affiliates or Subsidiaries on a confidential basis ("Confidential Information"), without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of the Grantee's breach of this covenant; (B) made legitimately available to the Grantee by a third party without breach of any confidentiality obligation of which the Grantee has knowledge; or (C) required by law to be disclosed; provided that with respect to subsection (C) the Grantee shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company or any of its Affiliates or Subsidiaries to obtain a protective order or similar treatment.

(iii) Except as required by law, the Grantee will not disclose to anyone, other than the Grantee's family (it being understood that, in this Agreement, the term "family" refers to the Grantee, the Grantee's spouse, children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that the Grantee may disclose to any prospective future employer or service recipient the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if any member of the Restricted Group publicly discloses a copy of this Agreement (or, publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries for any reason, the Grantee shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Subsidiaries or Affiliates; and (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Grantee's possession or control (including any of the foregoing stored or located in the Grantee's office, home, laptop or other computer, whether or not the Company's property) that contain Confidential Information, except that the Grantee may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(vi) Nothing in this Agreement shall prohibit or restrict the Grantee from, or shall be interpreted so as to impede the Grantee (or any other individual) from, reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Grantee does not need the prior authorization of the Company or any of its Affiliates or Subsidiaries to make any such reports or disclosures, and the Grantee shall not be required to notify the Company or any of its Affiliates or Subsidiaries that such reports or disclosures have been made.

(b) Intellectual Property.

(i) If the Grantee creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, at any time during the Grantee's employment by or service to the Company or any of its Affiliates or Subsidiaries and within the scope of such employment or service and/or with the use of any resources of the Company or any of its Affiliates or Subsidiaries ("Company Works"), the Grantee shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all of the Grantee's right, title, and interest therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition, other intellectual property laws, and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company. If the Grantee creates any written records (in the form of notes, sketches, drawings, or any other tangible form or media) of any Company Works, the Grantee will keep and maintain same. The records will be available to and remain the sole property and intellectual property of the Company or its Affiliate or Subsidiary (as applicable) at all times.

(ii) The Grantee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's or its Affiliate's or Subsidiary's expense (but without further remuneration) to assist the Company or its Affiliate or Subsidiary in validating,

maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the rights of the Company or its Affiliates or Subsidiaries in the Company Works.

(iii) The Grantee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company or any of its Affiliates or Subsidiaries any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. The Grantee shall comply with all relevant policies and guidelines of the Company or its Affiliates or Subsidiaries that are from time to time previously disclosed to the Grantee, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest.

(iv) The provisions of Section 2 hereof shall survive the termination of the Grantee's employment or service for any reason.

Appendix A-1
Restricted Period

Unless otherwise provided herein, the Restricted Period shall be two (2) years following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries. Notwithstanding the preceding sentence, solely for purposes of the covenants set forth in Section 1(a)(ii) of Appendix A, the table below specifies the number of months of the Restricted Period applicable to the Grantee following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates (such period, the “Non-Competition Restricted Period”). The Grantee’s Non-Competition Restricted Period shall be designated by the Grantee’s function and role as performed for the Company or any of its Affiliates or Subsidiaries at the time of such Grantee’s termination of employment or service and as determined by the Company in accordance with the table below. The Non-Competition Restricted Period shall commence from the date the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries.

Management Level	Non-Competition Restricted Period
Associate, Manager, Senior Manager	0 months
Director, Sr. Director, Vice President, Senior Vice President, Executive Vice President, Chief (or equivalent)	The greater of (x) 12 months or (y) the period following the Grantee’s termination of employment or service during which the Grantee is entitled to receive any severance, separation, termination or other similar pay or benefits pursuant to any employee benefit plan or other arrangement or agreement between the Grantee and the Company or any of its Affiliates or Subsidiaries.



Alight, Inc.
2021 Omnibus Incentive Plan

Appendix B to the Restricted Stock Unit Award Agreement

Country Specific Terms and Conditions

Capitalized terms used but not defined in this Appendix B shall have the same meanings assigned to them in the Plan, the Grant Notice and/or the Agreement.

Terms and Conditions

This Appendix B includes additional terms and conditions that govern the grant of Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect in the respective countries as of January 2026. Such laws are often complex and change frequently. As a result, the Grantee should not rely on the information noted herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any Common Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment/service and/or residency to a different country after the Restricted Stock Units are granted, the information contained in this Appendix may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Payment After Vesting. This provision supplements Section 2(d) of the Agreement:

As provided herein, any Restricted Stock Units that vest will be paid to Grantee in whole Common Shares. For the avoidance of doubt, any Restricted Stock Units that vest will not be settled in cash.

Nature of Grant. The following provision replaces Section 8(l) of the Agreement:

For purposes of the Restricted Stock Units, the Grantee's status as a Service Provider will be considered terminated as of the date that is the earliest of: (i) the date that the Grantee's Active Service with the Company or the Service Recipient is terminated; or (ii) the date that the Grantee receives written notice of termination of Active Service, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where the Grantee resides (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to the Grantee's employment benefits from the Service Recipient. Unless otherwise expressly provided in this Agreement (including by reference in the Plan materials) or determined by the Committee, the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date. In the event the date the Grantee is no longer providing Active Service cannot be reasonably determined under the terms of this Agreement and/or the Plan, the Committee shall have the exclusive discretion to determine when the Grantee's status as a Service Provider will be considered terminated for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the Plan during a statutory notice period, the Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rata vesting to the extent any vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

The following provisions apply to Grantees in Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements Section 10 of the Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the Plan. The Grantee further authorizes the Company, the Service Recipient and the Committee to disclose and

discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell Common Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the sale of Common Shares takes place outside of Canada through the facilities of a stock exchange on which Common Shares are listed. The Common Shares are currently traded on the NYSE, which is located outside of Canada, under the ticker symbol "ALIT" and Common Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Canadian residents are required to report foreign specified property, including Common Shares and rights to receive Common Shares (e.g., Restricted Stock Units), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time in the year. Restricted Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. The Form T1135 must be filed by April 30 of the following year. When Common Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Shares. The ACB would ordinarily equal the fair market value of the Common Shares at the time of acquisition, but if other Common Shares are owned, this ACB may have to be averaged with the ACB of the other Common Shares. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

INDIA

Notifications

Exchange Control Information. The Grantee must repatriate any proceeds from the sale of Common Shares acquired under the Plan or the receipt of any dividends or dividend equivalents paid on such Common Shares to India and convert the proceeds into local currency within such period of time as required under applicable regulations. The Grantee will receive a foreign inward remittance certificate ("FIRC") from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. The Grantee acknowledges that it is the Grantee's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including Common Shares held outside of India) in their annual tax returns. The Grantee is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor to determine his or her obligations in this regard.

POLAND

Notifications

Exchange Control Information. Polish residents holding foreign securities (including Common Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of

such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. The Grantee should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PUERTO RICO

There are no country specific terms or conditions.

Alight, Inc.
2021 Omnibus Incentive Plan

Notice of Restricted Stock Unit Grant

You (the “Grantee”) have been granted the following award of restricted stock units (the “Restricted Stock Units” or “RSUs”), with respect to Class A common stock, par value \$0.0001 per share (the “Common Shares”), by Alight, Inc. (the “Company”), pursuant to the Alight, Inc. 2021 Omnibus Incentive Plan (the “Plan”) and the terms set forth in the attached Restricted Stock Unit Award Agreement:

Name of Grantee:	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%%-%
Effective Date of Grant:	%%OPTION_DATE,'Month DD, YYYY'%%-%
Target Number of Performance-Vested RSUs:	%%TOTAL_SHARES_GRANTED,'999,999,999'%%-%
Vesting:	Subject to the terms of the Plan and the Restricted Stock Unit Award Agreement attached hereto, the Performance-Vested RSUs shall vest as to between 0% and 150% of the Target Number of Performance-Vested RSUs set forth above based on the satisfaction of the Performance Methods as set forth on Exhibit A of the Restricted Stock Unit Award Agreement attached hereto, subject to the Grantee’s continued Active Service from the Effective Date of Grant through the applicable vesting date.

By your electronic acceptance/signature below, you agree and acknowledge that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and the attached Restricted Stock Unit Award Agreement, which are incorporated herein by reference, and that you have been provided with a copy of the Plan and Restricted Stock Unit Award Agreement. You must affirmatively acknowledge and accept the terms and conditions of this grant of Restricted Stock Units, including the terms of this Notice of Restricted Stock Unit Grant and the Restricted Stock Unit Award Agreement, within thirty (30) days following the date the Grant is issued. A failure to acknowledge and accept the Restricted Stock Unit Award within such thirty (30)-day period may result in forfeiture of the Restricted Stock Unit Award, effective as of the thirtieth (30th) day following the date the Grant is issued.

Agreed to and Signed by:
 %%FIRST_NAME_MIDDLE_NAME_LAST_NAME%%-%

Alight, Inc.
2021 Omnibus Incentive Plan

Restricted Stock Unit Award Agreement

Section 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Units. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant and this Restricted Stock Unit Award Agreement (the “Agreement”), the Company grants to the Grantee on the Effective Date of Grant the Restricted Stock Units set forth in the Notice of Restricted Stock Unit Grant.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Restricted Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE AND VESTING

(a) Forfeiture. Except as otherwise provided in the Grantee’s employment, director services or similar agreement in effect at the time of the employment or service termination:

(i) If the Grantee’s Active Service (as defined below) is terminated by the Company or its Affiliates for any reason other than due to the Grantee’s death or Disability or by the Grantee for any reason, the Grantee shall, for no consideration, forfeit the Restricted Stock Units to the extent such Restricted Stock Units have not yet vested at the time of such termination.

(ii) Except as otherwise provided herein, any Performance-Vested RSUs that are not earned during the Measurement Period (as defined in Exhibit A), as determined in accordance with Exhibit A, shall be forfeited, for no consideration.

(b) Transfer Restrictions. Prior to the time that Common Shares have been delivered to the Grantee, the Grantee may not transfer, pledge, sell or otherwise dispose of this Award or the Common Shares issuable in respect of this Award, except that, upon receiving written permission from the Committee or its duly authorized designee, the Grantee may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on the Grantee’s death, will thereafter be entitled to receive the Common Shares issuable in respect of this Award, and in the absence of such a designation, the Grantee’s executor or administrator of the Grantee’s estate will be entitled to receive any Common Shares or other consideration that vested but was not issued before the Grantee’s death. For example, the Grantee may not use Common Shares that may be issued in respect of the Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to the Grantee of Common Shares in respect of the Grantee’s vested Restricted Stock Units.

(c) Holding Period. If and when (i) the Grantee is notified that they are subject to the Alight, Inc. Equity Interest Ownership Policy, and (ii) the Grantee does not hold Common Shares or other “equity interests” (as defined in the Alight, Inc. Equity Interest Ownership Policy), as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, then the Grantee must retain 100% of the Common Shares acquired by the Grantee as a result of the settlement of Restricted Stock Units (excluding from the calculation any Common Shares withheld for purposes of satisfying the Grantee’s tax obligations in connection with such settlement) until such time as the value of the Common Shares remaining in the Grantee’s possession following any sale, assignment, pledge, exchange, gift or other transfer of the Common Shares shall be sufficient to meet any applicable equity interest ownership guidelines of the Company in place at that time. For the avoidance of doubt, at any time when the Grantee holds, in the aggregate, Common Shares or

other “equity interests”, as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee may enter into a transaction with respect to any Common Shares acquired by Grantee as a result of the settlement of the Restricted Stock Units without regard to the holding period requirement contained in this Section 2. (c) so long as the Grantee shall continue to satisfy such equity interest ownership guidelines following such transaction.

(d) Vesting.

(i) The Restricted Stock Units shall vest in accordance with the Notice of Restricted Stock Unit Grant and the terms of this Agreement.

(ii) If the Grantee’s Active Service is terminated due to the Grantee’s death the Performance-Vested RSUs shall immediately accelerate and vest, with the Performance Metrics deemed achieved at 100% of Target, and the Performance-Vested RSUs shall become free of the forfeiture and transfer restrictions contained in this Agreement (except as otherwise provided in Section 2. (b) of this Agreement) as of the date of such Termination. Additionally, if the Grantee’s Active Service is terminated due to the Grantee’s Disability, the Performance-Vested RSUs will remain outstanding and, subject to the satisfaction of the Performance Metrics as set forth on Exhibit A, a portion of the Performance-Vested RSUs shall remain eligible to become earned as of the Certification Date. The portion which shall vest and become earned shall be determined by multiplying (A) the number of Performance-Vested RSUs that become vested and earned in accordance with Exhibit A by (B) the Grantee’s number of completed calendar days of Active Service between the first and the last day of the Measurement Period, divided by the total number of calendar days from the first through the last day of the Measurement Period.

(iii) The Performance-Vested RSUs will immediately accelerate and become fully vested (with the Performance Metrics deemed achieved at 100% of Target), if the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) at any time on or within six (6) months prior to a Change in Control or within eighteen (18) months following a Change in Control (the “Protection Period”).

(iv) All unvested Restricted Stock Units as of the date of termination of the Grantee’s Active Service which do not become vested and/or earned, as applicable, pursuant to this Section 2(d) , shall be forfeited, for no consideration as of the date of termination of the Grantee’s Active Service or, if later, with respect to Performance-Vested RSUs that remain eligible to vest and become earned pursuant to Section 2 (d)(ii) above, as of the Certificate Date.

(v) The term “Active Service” means the period during which the Grantee is actively employed by or providing services to the Company or an Affiliate; provided, however, that Active Service shall not include any period during which the Grantee is on garden leave, completing a notice period or receiving severance pay.

(i) If Grantee is notified that they are subject to the clawback provisions in the Plan and any similar policies contemplated therein, including similar policies adopted by the Board or the Committee and as in effect from time to time, then any Restricted Stock Units granted under this Award shall be subject to such provisions.

Section 3. DATE OF ISSUANCE

The Company shall issue to the Grantee one (1) Common Share for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) and in any event within thirty (30) days following the vesting date. The form of delivery (e.g., a share certificate or electronic entry evidencing such Common Shares) shall be determined by the Company.

Section 4. SHAREHOLDER RIGHTS

Except as otherwise provided herein, the Grantee shall have no rights as a shareholder with respect to any Common Shares covered by any Restricted Stock Unit unless and until the Grantee has become the holder of record of such Common Shares.

Section 5. DIVIDEND EQUIVALENTS

- (a)** Any dividends paid with respect to the Common Shares underlying the unvested Restricted Stock Units shall not be paid to the Grantee but shall be held by the Company.
- (b)** The Company shall record the amount of such dividends as dividend equivalents in a bookkeeping account, which dividend equivalents shall be subject to the same vesting conditions as the Restricted Stock Units to which they relate.
- (c)** Any dividend equivalents held in the bookkeeping account pursuant to this Section 5 which are attributable to Restricted Stock Units which vest pursuant to this Agreement shall be paid to the Grantee within ninety (90) days of the vesting date of the earned Common Shares with respect to which they relate, but in no event later than March 15 of the calendar year following the year of such vesting date.
- (d)** Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company on the date such Common Shares are forfeited.

Section 6. RESTRICTIVE COVENANTS

The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to the Restrictive Covenants contained in Appendix A to this Agreement and/or incorporated herein by reference. The Grantee acknowledges and agrees that the Company's remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the Grantee agrees that, in the event of such a breach or threatened breach by the Grantee, regardless of whether the Common Shares underlying the Restricted Stock Units have been sold or transferred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Section 7. TAX WITHHOLDING

(a) Responsibility for Taxes. The Grantee acknowledges that, regardless of any action taken by the Company, or if different, the Subsidiary or Affiliate employing the Grantee or to which the Grantee is providing service (the "Service Recipient"), the ultimate liability for all income tax (including U.S. federal, state, and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable or deemed applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Company and/or Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units or the underlying Common Shares, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Common Shares acquired pursuant to the such settlement and the receipt of any dividends and dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient;
- (ii) allowing or requiring the Grantee to make a cash payment to cover the Tax-Related Items;
- (iii) withholding from proceeds of the sale of shares of Common Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent);
- (iv) withholding from the Common Shares to be issued to the Grantee upon settlement of the Restricted Stock Units, to the extent the Committee so permits and to the extent it would not result in additional accounting expense; or
- (v) any other method of withholding determined by the Company and permitted by applicable law;

provided, however, that if the Grantee is a Section 16 Officer of the Company under the Exchange Act, then the Company shall establish the method of withholding from alternatives (i)-(iv) herein and, if the Company does not exercise its discretion prior to the applicable withholding event, then the Grantee shall be entitled to elect the method of withholding from the alternatives above.

The Company or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Shares), or if not refunded, the Grantee may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Grantee will be deemed to have been issued the full number of Common Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Common Shares is held back solely for the purpose of paying the Tax-Related Items.

(b) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Shares or the proceeds of the sale of Common Shares if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

Section 8. NATURE OF GRANT

In accepting the grant, the Grantee acknowledges, understands and agrees that:

- (a)** the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b)** the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
- (c)** all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;
- (d)** the Restricted Stock Units and the Grantee's participation in the Plan shall not create a right to employment or other service relationship with the Company;
- (e)** the Restricted Stock Units and the Grantee's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with the Company or the Service Recipient, and shall not interfere with the ability of the Company, the Service Recipient or any Subsidiary or Affiliate, as applicable, to terminate the Grantee's service relationship (if any);

- (f) the Grantee is voluntarily participating in the Plan;
- (g) the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h) the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- (i) unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a subsidiary of the Company;
- (j) the future value of the underlying Common Shares is unknown, indeterminable and cannot be predicted with certainty;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Active Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
- (l) for purposes of the Restricted Stock Units, the Grantee's service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and such date will not be extended by any notice period (e.g., the Grantee's period of Active Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Restricted Stock Unit (including whether the Grantee may still be considered to be providing services while on a leave of absence); and
- (m) none of the Company, the Service Recipient or any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Unit or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Unit or the subsequent sale of any Common Shares acquired upon settlement.

Section 9. MISCELLANEOUS PROVISIONS

- (a) **Ratification of Actions.** By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Restricted Stock Unit Grant by the Company, the Board or the Committee.
- (b) **Notice.** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.
- (c) **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Common Shares. The Grantee should consult with his or her own personal

tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

(d) Choice of Law. This Agreement and the Notice of Restricted Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Delaware, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Restricted Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Agreement and the Plan. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) Waiver. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other Grantee.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Common Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Appendices. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country. The Appendices constitute part of this Agreement.

(j) Insider Trading / Market Abuse. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country or where the Common Shares are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Common Shares, rights to Common Shares (*e.g.*, Restricted Stock Units) or rights linked to the value of Common Shares (*e.g.*, phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

(k) Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold Common Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Common Shares) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee report such accounts, assets or transactions to the applicable authorities in the Grantee's country. The Grantee also may be required to repatriate cash received from participating in the Plan to his or her country within a certain period of time after receipt. The Grantee is

responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

(l) Arbitration. Any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Restricted Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Chicago, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Restricted Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and federal laws applicable in Delaware, without regard to internal principles relating to conflict of laws.

(m) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 10(b) of the Plan may be made without such written agreement.

(n) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(o) Unsecured Obligation. This Award is unfunded, and as a holder of a vested Award, the Grantee shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares or other property pursuant to this Agreement.

(p) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(q) Section 409A Compliance. Notwithstanding anything herein or in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and its Affiliates make no representations that the Restricted Stock Units granted under this Agreement are exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

Section 10. DATA PRIVACY

(a) Controller. *The Company, with registered address at 4 Overlook Point, Lincolnshire, IL 60069, United States, is the controller responsible for the processing of the Grantee's personal data in connection with this Restricted Stock Unit and the Plan.*

(b) Data Collection and Usage. *The Company and its Subsidiaries and Affiliates (and, if applicable, any entity that engages the Grantee to provide services to the Company and its subsidiaries and affiliates) collect, process and use certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any Common Shares or directorships held in the Company, details of all Restricted Stock Units granted under the Plan or any other entitlement to Common Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is the Grantee's consent.*

(c) Stock Plan Administrator. *The Grantee understands that the Company may transfer Data to a third-party stock plan administrator ("Stock Plan Administrator"), which assists the Company, presently or in the future, with the implementation, administration and management of the Plan. The Grantee may be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Stock Plan Administrator is the Grantee's consent.*

(d) **International Data Transfers.** *The Company is, and the Stock Plan Administrator may be, based in the United States. The Grantee's country or jurisdiction may have different data privacy laws and protections than the United States. Where required, the Company's legal basis for the transfer of Data to the United States is the Grantee's consent.*

(e) **Data Retention.** *The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean Data is retained until after the Grantee's Active Service ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

(f) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and the Grantee is providing the consents herein on a voluntary basis. The Grantee understands that the Grantee may request to stop the transfer and processing of the Data for purposes of the Grantee's participation in the Plan and that his or her service relationship will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow the Grantee to participate in the Plan. The Grantee understands that the Data will still be processed in relation to his or her service relationship for record-keeping purposes.*

(g) **Data Subject Rights.** *The Grantee has a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data that the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarifications regarding these rights or to exercise these rights, the Grantee can contact executive.compensation@alight.com.*

EXHIBIT A

Performance Restriction

The Committee will evaluate current and future offerings periodically to determine treatment and the target performance metrics under the Plan and in respect of any Awards granted thereunder. To best reflect the metric that will determine the Company's achievement of performance goals one hundred percent (100%) of the Performance-Vested RSUs will be eligible to vest based on the Cumulative Free Cash Flow (the "Performance Metric").

Determination of Performance-Vested RSUs Earned

Subject to the terms and conditions set forth in the Plan and the Agreement, the portion of the Performance-Vested RSUs subject to this Award, if any, that become vested during the Measurement Period will be determined upon the Committee's certification of achievement of the Performance Metric in accordance with this Exhibit A, which shall occur within sixty (60) days following the end of the Measurement Period (the "Certification Date").

On the Certification Date, the Committee shall certify the Company's achievement of the Performance Metric and, based on such achievement, the percentage of the Performance-Vested RSUs that vest shall be determined in accordance with the Performance Metric table below, with the percentage of Performance-Vested RSUs earned linearly interpolated based upon the achievement of Performance Metric between the listed values. Notwithstanding anything in this Agreement, the Notice of Restricted Stock Unit Grant or the Plan to the contrary, no Performance-Vested RSUs shall vest unless the Performance Metric achieved for the Measurement Period, as determined in the Committee's sole discretion in accordance with this Exhibit A, is at least \$732 million, and in no event shall more than 150% of the portion of the Target Number of Performance-Vested RSUs vest. Any Performance-Vested RSUs that are not vested as of the Certification Date will be forfeited, for no consideration. The Performance Metric values for the Measurement Period are as follows:

Free Cash Flow Performance Metric Table

Cumulative Free Cash Flow	Performance Metric Level of Achievement	Percentage of Performance-Vested RSUs Earned
\$732 million	Minimum	50%
\$915 million	Target or 100%	100%
\$1,098 million	Maximum	150%

Defined Terms

"Free Cash Flow" means Free Cash Flow as reported in the Company's financial results excluding cash paid for interest.

"Measurement Period" means January 1, 2026 through December 31, 2028.

Appendix A
Restrictive Covenants

1. **Non-Competition; Non-Solicitation; Non-Disparagement.**

(a) The Grantee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Subsidiaries, and accordingly agrees as follows:

(i) During the Grantee's employment or service with the Company or any of its Affiliates or Subsidiaries (the "Employment Term") and for the Restricted Period (as defined in Appendix A-1), the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (for the purposes of this Appendix A, a "Person"), directly or indirectly solicit or assist in soliciting any business of the same type or kind as the Covered Business performed by the Restricted Group from or with respect to (A) clients or customers of the Restricted Group with respect to whom the Grantee provided services, either alone or with others, or had a business relationship, or on whose account the Grantee worked or became familiar, or supervised directly or indirectly the servicing activities with respect to that client or customer, during the twenty-four month period prior to the last day of the Grantee's Employment Term (the "Termination Date"), and further provided such clients or customers were clients or customers of the Restricted Group either on such Termination Date or during the twenty-four months prior thereto, and (B) prospective clients or customers of the Restricted Group which the Grantee alone, in combination with others, or in a supervisory capacity, solicited during the eighteen months prior to the Grantee's Termination Date.

(ii) During the Employment Term and the Restricted Period, the Grantee will not directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant:

(A) engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within the (i) state(s), (ii) county(ies), or (iii) city(ies) (or portions thereof) where the Grantee directly or indirectly: (a) had material responsibilities or performed services on behalf of the Restricted Group; or (b) solicited clients or customers or otherwise sold products or services on behalf of the Restricted Group. If the Grantee performed material responsibilities that are not geographically limited to any territory and the Grantee's knowledge of the Restricted Group's Confidential Information and trade secrets could be used by a Person engaged in the Covered Business to unfairly compete with or undermine the Restricted Group's legitimate business interests, then the Grantee shall not engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within any geographic area where the Restricted Group engages in the Covered Business; or

(B) intentionally and adversely interfere with, or intentionally attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, the Grantee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the Covered Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Grantee (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Employment Term and the Restricted Period, the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group;

(B) hire or cause to be hired any executive-level employee (i.e., Vice President management level and above or other equivalent role or function) who was employed by the Restricted Group as of the Grantee's Termination Date or who left the employment of the Restricted Group coincident with, or within one (1) year prior to, or after, the Grantee's Termination Date; or

(C) encourage any consultant of the Restricted Group to cease working with the Restricted Group.

(v) For purposes of this Agreement:

(A) "Covered Business" means (1) developing and implementing software and services solutions for, and providing (w) health and welfare (including participant advocacy, healthcare navigation, benefits guidance, reimbursement accounts, COBRA/direct billing, dependent verification, Medicare enrollment services and other ancillary point solutions services) and retirement (including any defined contribution participant financial advisory, financial education and self-directed brokerage account services and other ancillary point solutions services) benefits administration services, (x) health, wealth and financial well-being and well-being engagement services, (y) employee engagement platforms and related services, including portal services (e.g., Alight Worklife), communications, total rewards employee benefits marketplace and health and wealth partner networks, and (z) leave administration, disability management and related services, (2) human resource and other related communications consulting services, and/or (3) such businesses (not described in (1) or (2) above) in which the Restricted Group engages or has plans to engage (as evidenced by the investment of time or resources therein), in each case, as of the Grantee's Termination Date.

(B) "Restricted Group" means, collectively, the Company and its Affiliates.

(b) During the Employment Term and at all times thereafter, the Grantee agrees not to make, or cause any other person to make, any communication that is intended to disparage, or has the effect of disparaging, the Company or any of its Affiliates, Subsidiaries, agents, shareholders, members, or advisors (or any of its or their respective employees, officers or directors) (it being understood that communication made in the Grantee's good faith performance of the Grantee's duties hereunder shall not be deemed disparaging for purposes of this Agreement). Nothing set forth herein shall be interpreted to prohibit the Grantee from responding truthfully to incorrect public statements, making truthful statements when required by law, subpoena or court order and/or from responding to any inquiry by any regulatory or investigatory organization.

(c) In signing this Agreement, the Grantee gives the Company and its Affiliates assurance that the Grantee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 1. The Grantee agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Grantee from obtaining other suitable employment during the period in which the Grantee is bound by the restraints. The Grantee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Grantee has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Grantee further covenants that the Grantee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1. It is also agreed that the Company's Affiliates will have the right to enforce all of the Grantee's obligations to such Affiliates under this Agreement, including, without limitation, pursuant to this Section 1.

(d) It is expressly understood and agreed that although the Grantee and the Company and its Affiliates consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Grantee, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Grantee is in breach of the terms hereof as determined by any court of competent jurisdiction on the application for injunctive relief of the Company or any other member of the Restricted Group.

(f) The provisions of Section 1 hereof shall survive the termination of the Grantee's employment or service for any reason.

2. Confidentiality; Intellectual Property.

(a) Confidentiality.

(i) The Grantee will not at any time (whether during or after the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries) (A) retain or use for the benefit, purposes or account of the Grantee or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates and Subsidiaries (other than the Grantee's professional advisers who are bound by confidentiality obligations or otherwise in performance of the Grantee's duties under the Grantee's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information -- including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company or any of its Affiliates or Subsidiaries and/or any third party that has disclosed or provided any of same to the Company or any of its Affiliates or Subsidiaries on a confidential basis ("Confidential Information"), without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of the Grantee's breach of this covenant; (B) made legitimately available to the Grantee by a third party without breach of any confidentiality obligation of which the Grantee has knowledge; or (C) required by law to be disclosed; provided that with respect to subsection (C) the Grantee shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company or any of its Affiliates or Subsidiaries to obtain a protective order or similar treatment.

(iii) Except as required by law, the Grantee will not disclose to anyone, other than the Grantee's family (it being understood that, in this Agreement, the term "family" refers to the Grantee, the Grantee's spouse, children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that the Grantee may disclose to any prospective future employer or service recipient the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if any member of the Restricted Group publicly discloses a copy of this Agreement (or, publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries for any reason, the Grantee shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Subsidiaries or Affiliates; and (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Grantee's possession or control (including any of the foregoing stored or located in the Grantee's office, home, laptop or other computer, whether or not the Company's property) that contain Confidential Information, except that the Grantee may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(vi) Nothing in this Agreement shall prohibit or restrict the Grantee from, or shall be interpreted so as to impede the Grantee (or any other individual) from, reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Grantee does not need the prior authorization of the Company or any of its Affiliates or Subsidiaries to make any such reports or disclosures, and the Grantee shall not be required to notify the Company or any of its Affiliates or Subsidiaries that such reports or disclosures have been made.

(b) Intellectual Property.

(i) If the Grantee creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, at any time during the Grantee's employment by or service to the Company or any of its Affiliates or Subsidiaries and within the scope of such employment or service and/or with the use of any resources of the Company or any of its Affiliates or Subsidiaries ("Company Works"), the Grantee shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all of the Grantee's right, title, and interest therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition, other intellectual property laws, and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company. If the Grantee creates any written records (in the form of notes, sketches, drawings, or any other tangible form or media) of any Company Works, the Grantee will keep and maintain same. The records will be available to and remain the sole property and intellectual property of the Company or its Affiliate or Subsidiary (as applicable) at all times.

(ii) The Grantee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's or its Affiliate's or Subsidiary's expense (but without further remuneration) to assist the Company or its Affiliate or Subsidiary in validating,

maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the rights of the Company or its Affiliates or Subsidiaries in the Company Works.

(iii) The Grantee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company or any of its Affiliates or Subsidiaries any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. The Grantee shall comply with all relevant policies and guidelines of the Company or its Affiliates or Subsidiaries that are from time to time previously disclosed to the Grantee, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest.

(iv) The provisions of Section 2 hereof shall survive the termination of the Grantee's employment or service for any reason.

Appendix A-1
Restricted Period

Unless otherwise provided herein, the Restricted Period shall be two (2) years following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries. Notwithstanding the preceding sentence, solely for purposes of the covenants set forth in Section 1(a)(ii) of Appendix A, the table below specifies the number of months of the Restricted Period applicable to the Grantee following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates (such period, the “Non-Competition Restricted Period”). The Grantee’s Non-Competition Restricted Period shall be designated by the Grantee’s function and role as performed for the Company or any of its Affiliates or Subsidiaries at the time of such Grantee’s termination of employment or service and as determined by the Company in accordance with the table below. The Non-Competition Restricted Period shall commence from the date the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries.

Management Level	Non-Competition Restricted Period
Associate, Manager, Senior Manager	0 months
Director, Sr. Director, Vice President, Senior Vice President, Executive Vice President, Chief (or equivalent)	The greater of (x) 12 months or (y) the period following the Grantee’s termination of employment or service during which the Grantee is entitled to receive any severance, separation, termination or other similar pay or benefits pursuant to any employee benefit plan or other arrangement or agreement between the Grantee and the Company or any of its Affiliates or Subsidiaries.



Alight, Inc.
2021 Omnibus Incentive Plan

Appendix B to the Restricted Stock Unit Award Agreement

Country Specific Terms and Conditions

Capitalized terms used but not defined in this Appendix B shall have the same meanings assigned to them in the Plan, the Grant Notice and/or the Agreement.

Terms and Conditions

This Appendix B includes additional terms and conditions that govern the grant of Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect in the respective countries as of January 2026. Such laws are often complex and change frequently. As a result, the Grantee should not rely on the information noted herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any Common Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment/service and/or residency to a different country after the Restricted Stock Units are granted, the information contained in this Appendix may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Payment After Vesting. This provision supplements Section 2(d) of the Agreement:

As provided herein, any Restricted Stock Units that vest will be paid to Grantee in whole Common Shares. For the avoidance of doubt, any Restricted Stock Units that vest will not be settled in cash.

Nature of Grant. The following provision replaces Section 8(l) of the Agreement:

For purposes of the Restricted Stock Units, the Grantee's status as a Service Provider will be considered terminated as of the date that is the earliest of: (i) the date that the Grantee's Active Service with the Company or the Service Recipient is terminated; or (ii) the date that the Grantee receives written notice of termination of Active Service, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where the Grantee resides (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to the Grantee's employment benefits from the Service Recipient. Unless otherwise expressly provided in this Agreement (including by reference in the Plan materials) or determined by the Committee, the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date. In the event the date the Grantee is no longer providing Active Service cannot be reasonably determined under the terms of this Agreement and/or the Plan, the Committee shall have the exclusive discretion to determine when the Grantee's status as a Service Provider will be considered terminated for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the Plan during a statutory notice period, the Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rata vesting to the extent any vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

The following provisions apply to Grantees in Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements Section 10 of the Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the Plan. The Grantee further authorizes the Company, the Service Recipient and the Committee to disclose and

discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell Common Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the sale of Common Shares takes place outside of Canada through the facilities of a stock exchange on which Common Shares are listed. The Common Shares are currently traded on the NYSE, which is located outside of Canada, under the ticker symbol "ALIT" and Common Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Canadian residents are required to report foreign specified property, including Common Shares and rights to receive Common Shares (e.g., Restricted Stock Units), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time in the year. Restricted Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. The Form T1135 must be filed by April 30 of the following year. When Common Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Shares. The ACB would ordinarily equal the fair market value of the Common Shares at the time of acquisition, but if other Common Shares are owned, this ACB may have to be averaged with the ACB of the other Common Shares. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

INDIA

Notifications

Exchange Control Information. The Grantee must repatriate any proceeds from the sale of Common Shares acquired under the Plan or the receipt of any dividends or dividend equivalents paid on such Common Shares to India and convert the proceeds into local currency within such period of time as required under applicable regulations. The Grantee will receive a foreign inward remittance certificate ("FIRC") from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. The Grantee acknowledges that it is the Grantee's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including Common Shares held outside of India) in their annual tax returns. The Grantee is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor to determine his or her obligations in this regard.

POLAND

Notifications

Exchange Control Information. Polish residents holding foreign securities (including Common Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of

such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. The Grantee should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PUERTO RICO

There are no country specific terms or conditions.

Alight, Inc.
2021 Omnibus Incentive Plan

Notice of Restricted Stock Unit Grant

You (the “Grantee”) have been granted the following award of restricted stock units (the “Restricted Stock Units” or “RSUs”), with respect to Class A common stock, par value \$0.0001 per share (the “Common Shares”), by Alight, Inc. (the “Company”), pursuant to the Alight, Inc. 2021 Omnibus Incentive Plan (the “Plan”) and the terms set forth in the attached Restricted Stock Unit Award Agreement:

Name of Grantee:	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%
Effective Date of Grant:	%%OPTION_DATE,'Month DD, YYYY'%%-%
Number of Time-Vested RSUs:	%%TOTAL_SHARES_GRANTED,'999,999,999'%%-%
Vesting:	Subject to the terms of the Plan and the Restricted Stock Unit Award Agreement attached hereto, the Time-Vested RSUs shall vest with respect to one-third of the Time-Vested RSUs on each of the first three anniversaries of the Effective Date of Grant, the third anniversary being the “Final Vesting Date”, subject to the Grantee’s continued Active Service (as defined in the Restricted Stock Unit Award Agreement attached hereto) from the Effective Date of Grant through each applicable vesting date.

By your electronic acceptance/signature below, you agree and acknowledge that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and the attached Restricted Stock Unit Award Agreement, which are incorporated herein by reference, and that you have been provided with a copy of the Plan and Restricted Stock Unit Award Agreement. You must affirmatively acknowledge and accept the terms and conditions of this grant of Restricted Stock Units, including the terms of this Notice of Restricted Stock Unit Grant and the Restricted Stock Unit Award Agreement, within thirty (30) days following the date the Grant is issued. A failure to acknowledge and accept the Restricted Stock Unit Award within such thirty (30)-day period may result in forfeiture of the Restricted Stock Unit Award, effective as of the thirtieth (30th) day following the date the Grant is issued.

Agreed to and Signed by:
 %%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%

Alight, Inc.
2021 Omnibus Incentive Plan

Restricted Stock Unit Award Agreement

Section 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Units. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant and this Restricted Stock Unit Award Agreement (the “Agreement”), the Company grants to the Grantee on the Effective Date of Grant the Restricted Stock Units set forth in the Notice of Restricted Stock Unit Grant.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Restricted Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE AND VESTING

(a) Forfeiture. Except as otherwise provided in the Grantee’s employment, director services or similar agreement in effect at the time of the employment or service termination:

(i) If the Grantee’s Active Service (as defined below) is terminated by the Company or its Affiliates for any reason other than due to the Grantee’s death or Disability or by the Grantee for any reason, the Grantee shall, for no consideration, forfeit the Restricted Stock Units to the extent such Restricted Stock Units have not yet vested at the time of such termination.

(b) Transfer Restrictions. Prior to the time that Common Shares have been delivered to the Grantee, the Grantee may not transfer, pledge, sell or otherwise dispose of this Award or the Common Shares issuable in respect of this Award, except that, upon receiving written permission from the Committee or its duly authorized designee, the Grantee may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on the Grantee’s death, will thereafter be entitled to receive the Common Shares issuable in respect of this Award, and in the absence of such a designation, the Grantee’s executor or administrator of the Grantee’s estate will be entitled to receive any Common Shares or other consideration that vested but was not issued before the Grantee’s death. For example, the Grantee may not use Common Shares that may be issued in respect of the Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to the Grantee of Common Shares in respect of the Grantee’s vested Restricted Stock Units.

(c) Holding Period. If and when (i) the Grantee is notified that they are subject to the Alight, Inc. Equity Interest Ownership Policy, and (ii) the Grantee does not hold Common Shares or other “equity interests” (as defined in the Alight, Inc. Equity Interest Ownership Policy), as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, then the Grantee must retain 100% of the Common Shares acquired by the Grantee as a result of the settlement of Restricted Stock Units (excluding from the calculation any Common Shares withheld for purposes of satisfying the Grantee’s tax obligations in connection with such settlement) until such time as the value of the Common Shares remaining in the Grantee’s possession following any sale, assignment, pledge, exchange, gift or other transfer of the Common Shares shall be sufficient to meet any applicable equity interest ownership guidelines of the Company in place at that time. For the avoidance of doubt, at any time when the Grantee holds, in the aggregate, Common Shares or other “equity interests”, as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee may enter into a transaction with respect to any Common Shares acquired by Grantee as a result of the settlement of the Restricted Stock Units without regard to

the holding period requirement contained in this Section 2. (c) so long as the Grantee shall continue to satisfy such equity interest ownership guidelines following such transaction.

(d) Vesting.

(i) The Restricted Stock Units shall vest in accordance with the Notice of Restricted Stock Unit Grant and the terms of this Agreement.

(ii) If the Grantee's Active Service is terminated due to the Grantee's death or Disability, a portion of the unvested Time-Vested RSUs as of the date of such termination shall vest and become free of the forfeiture and transfer restrictions contained in this Agreement (except as otherwise provided in Section 2. (b) of this Agreement). The portion which shall vest shall be determined by the following formula (rounded to the nearest whole Common Share):

If the Grantee's Active Service is terminated due to the Grantee's death or Disability prior to the Final Vesting Date:

$(A \times B) - C$, where

A = the total number of Time-Vested RSUs granted under this Agreement,

B = the number of completed calendar days to the date of termination of Active Service since the Effective Date of Grant, divided by the total number of calendar days from the Effective Date of Grant to the Final Vesting Date, and

C = the number of Time-Vested RSUs granted under this Agreement which vested on or prior to the date of Grantee's termination of Active Service.

(iii) The Restricted Stock Units will immediately accelerate and become fully vested, if the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) or by the Grantee for Good Reason, at any time on or within six (6) months prior to a Change in Control or within eighteen (18) months following a Change in Control (the "Protection Period"). For purposes of this agreement, "Good Reason" shall mean (A) "Good Reason" as defined in any employment, severance, consulting or other similar agreement between the Grantee and the Company or any of its Subsidiaries in effect at the time of such Termination, or (B) in the absence of any such employment, severance, consulting or other similar agreement (or in the absence of any definition of "Good Reason" contained therein), (1) a material reduction in the Grantee's total target annual cash compensation by more than twenty percent (20%), unless the compensation reduction program affects substantially all similarly situated employees of the Company or any of its Subsidiaries, as applicable, and does not affect the Grantee to a greater extent than other similarly situated employees; (2) a material demotion in the Grantee's duties and responsibilities or functional management level; (3) a requirement that the Grantee relocate more than fifty (50) miles from the Grantee's principal place of employment; or (4) a material breach by the Company of any of its obligations under this Agreement, in each case, (x) without the Grantee's written consent and (y) solely to the extent that the Company or any of its Subsidiaries, as applicable, fails to correct such event within thirty (30) days of receiving written notice thereof from the Grantee, which such notice must be provided within thirty (30) days following the initial occurrence of such event. For purposes of clause (B) of the preceding sentence, in order for the Grantee to invoke a Termination for Good Reason, the Grantee must terminate the Grantee's employment, if at all, within ninety (90) days following the initial occurrence of the Good Reason event.

(iv) If the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) at any time other than the Protection Period, the Restricted Stock Units scheduled to vest in the next twelve (12) months following the date of such Termination shall continue to vest on their regular vesting schedule.

(v) All unvested Restricted Stock Units as of the date of termination of the Grantee's Active Service which do not become vested and/or earned, as applicable, pursuant to this Section 2(d), shall be forfeited, for no consideration as of the date of termination of the Grantee's Active Service.

(vi) The term “Active Service” means the period during which the Grantee is actively employed by or providing services to the Company or an Affiliate; provided, however, that Active Service shall not include any period during which the Grantee is on garden leave, completing a notice period or receiving severance pay.

(i) If Grantee is notified that they are subject to the clawback provisions in the Plan and any similar policies contemplated therein, including similar policies adopted by the Board or the Committee and as in effect from time to time, then any Restricted Stock Units granted under this Award shall be subject to such provisions.

Section 3. DATE OF ISSUANCE

The Company shall issue to the Grantee one (1) Common Share for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) and in any event within thirty (30) days following the vesting date. The form of delivery (e.g., a share certificate or electronic entry evidencing such Common Shares) shall be determined by the Company.

Section 4. SHAREHOLDER RIGHTS

Except as otherwise provided herein, the Grantee shall have no rights as a shareholder with respect to any Common Shares covered by any Restricted Stock Unit unless and until the Grantee has become the holder of record of such Common Shares.

Section 5. DIVIDEND EQUIVALENTS

(a) Any dividends paid with respect to the Common Shares underlying the unvested Restricted Stock Units shall not be paid to the Grantee but shall be held by the Company.

(b) The Company shall record the amount of such dividends as dividend equivalents in a bookkeeping account, which dividend equivalents shall be subject to the same vesting conditions as the Restricted Stock Units to which they relate.

(c) Any dividend equivalents held in the bookkeeping account pursuant to this Section 5 which are attributable to Restricted Stock Units which vest pursuant to this Agreement shall be paid to the Grantee within ninety (90) days of the vesting date of the earned Common Shares with respect to which they relate, but in no event later than March 15 of the calendar year following the year of such vesting date.

(d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company on the date such Common Shares are forfeited.

Section 6. RESTRICTIVE COVENANTS

The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to the Restrictive Covenants contained in Appendix A to this Agreement and/or incorporated herein by reference. The Grantee acknowledges and agrees that the Company’s remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the Grantee agrees that, in the event of such a breach or threatened breach by the Grantee, regardless of whether the Common Shares underlying the Restricted Stock Units have been sold or transferred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Section 7. TAX WITHHOLDING

(a) **Responsibility for Taxes.** The Grantee acknowledges that, regardless of any action taken by the Company, or if different, the Subsidiary or Affiliate employing the Grantee or to which the Grantee is providing service (the “Service Recipient”), the ultimate liability for all income tax (including U.S. federal, state, and local

taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable or deemed applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Company and/or Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units or the underlying Common Shares, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Common Shares acquired pursuant to the such settlement and the receipt of any dividends and dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient;
- (ii) allowing or requiring the Grantee to make a cash payment to cover the Tax-Related Items;
- (iii) withholding from proceeds of the sale of shares of Common Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent);
- (iv) withholding from the Common Shares to be issued to the Grantee upon settlement of the Restricted Stock Units, to the extent the Committee so permits and to the extent it would not result in additional accounting expense; or
- (v) any other method of withholding determined by the Company and permitted by applicable law;

provided, however, that if the Grantee is a Section 16 Officer of the Company under the Exchange Act, then the Company shall establish the method of withholding from alternatives (i)-(iv) herein and, if the Company does not exercise its discretion prior to the applicable withholding event, then the Grantee shall be entitled to elect the method of withholding from the alternatives above.

The Company or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Shares), or if not refunded, the Grantee may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Grantee will be deemed to have been issued the full number of Common Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Common Shares is held back solely for the purpose of paying the Tax-Related Items.

(b) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company

may refuse to issue or deliver the Common Shares or the proceeds of the sale of Common Shares if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

Section 8. NATURE OF GRANT

In accepting the grant, the Grantee acknowledges, understands and agrees that:

- (a)** the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b)** the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
- (c)** all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;
- (d)** the Restricted Stock Units and the Grantee's participation in the Plan shall not create a right to employment or other service relationship with the Company;
- (e)** the Restricted Stock Units and the Grantee's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with the Company or the Service Recipient, and shall not interfere with the ability of the Company, the Service Recipient or any Subsidiary or Affiliate, as applicable, to terminate the Grantee's service relationship (if any);
- (f)** the Grantee is voluntarily participating in the Plan;
- (g)** the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h)** the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- (i)** unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a subsidiary of the Company;
- (j)** the future value of the underlying Common Shares is unknown, indeterminable and cannot be predicted with certainty;
- (k)** no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Active Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
- (l)** for purposes of the Restricted Stock Units, the Grantee's service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and such date will not be extended by any notice period (*e.g.*, the Grantee's period of Active Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the

Restricted Stock Unit (including whether the Grantee may still be considered to be providing services while on a leave of absence); and

(m) none of the Company, the Service Recipient or any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Unit or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Unit or the subsequent sale of any Common Shares acquired upon settlement.

Section 9. MISCELLANEOUS PROVISIONS

(a) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Restricted Stock Unit Grant by the Company, the Board or the Committee.

(b) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(c) No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Common Shares. The Grantee should consult with his or her own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

(d) Choice of Law. This Agreement and the Notice of Restricted Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Delaware, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Restricted Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Agreement and the Plan. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) Waiver. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other Grantee.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Common Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Appendices. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country. The Appendices constitute part of this Agreement.

(j) Insider Trading / Market Abuse. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country or where the Common Shares are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Common Shares, rights to Common Shares (*e.g.*, Restricted Stock Units) or rights linked to the value of Common Shares (*e.g.*, phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

(k) Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold Common Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Common Shares) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee report such accounts, assets or transactions to the applicable authorities in the Grantee's country. The Grantee also may be required to repatriate cash received from participating in the Plan to his or her country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

(l) Arbitration. Any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Restricted Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Chicago, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Restricted Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and federal laws applicable in Delaware, without regard to internal principles relating to conflict of laws.

(m) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 10(b) of the Plan may be made without such written agreement.

(n) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(o) Unsecured Obligation. This Award is unfunded, and as a holder of a vested Award, the Grantee shall be considered a general, unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares or other property pursuant to this Agreement.

(p) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(q) Section 409A Compliance. Notwithstanding anything herein or in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and its Affiliates make no representations that the Restricted Stock Units granted under this Agreement are exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties,

interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

Section 10. DATA PRIVACY

(a) **Controller.** *The Company, with registered address at 4 Overlook Point, Lincolnshire, IL 60069, United States, is the controller responsible for the processing of the Grantee's personal data in connection with this Restricted Stock Unit and the Plan.*

(b) **Data Collection and Usage.** *The Company and its Subsidiaries and Affiliates (and, if applicable, any entity that engages the Grantee to provide services to the Company and its subsidiaries and affiliates) collect, process and use certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any Common Shares or directorships held in the Company, details of all Restricted Stock Units granted under the Plan or any other entitlement to Common Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is the Grantee's consent.*

(c) **Stock Plan Administrator.** *The Grantee understands that the Company may transfer Data to a third-party stock plan administrator ("Stock Plan Administrator"), which assists the Company, presently or in the future, with the implementation, administration and management of the Plan. The Grantee may be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Stock Plan Administrator is the Grantee's consent.*

(d) **International Data Transfers.** *The Company is, and the Stock Plan Administrator may be, based in the United States. The Grantee's country or jurisdiction may have different data privacy laws and protections than the United States. Where required, the Company's legal basis for the transfer of Data to the United States is the Grantee's consent.*

(e) **Data Retention.** *The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean Data is retained until after the Grantee's Active Service ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*

(f) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and the Grantee is providing the consents herein on a voluntary basis. The Grantee understands that the Grantee may request to stop the transfer and processing of the Data for purposes of the Grantee's participation in the Plan and that his or her service relationship will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow the Grantee to participate in the Plan. The Grantee understands that the Data will still be processed in relation to his or her service relationship for record-keeping purposes.*

(g) **Data Subject Rights.** *The Grantee has a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data that the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarifications regarding these rights or to exercise these rights, the Grantee can contact executive.compensation@alight.com.*

Appendix A
Restrictive Covenants

1. **Non-Competition; Non-Solicitation; Non-Disparagement.**

(a) The Grantee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Subsidiaries, and accordingly agrees as follows:

(i) During the Grantee's employment or service with the Company or any of its Affiliates or Subsidiaries (the "Employment Term") and for the Restricted Period (as defined in Appendix A-1), the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (for the purposes of this Appendix A, a "Person"), directly or indirectly solicit or assist in soliciting any business of the same type or kind as the Covered Business performed by the Restricted Group from or with respect to (A) clients or customers of the Restricted Group with respect to whom the Grantee provided services, either alone or with others, or had a business relationship, or on whose account the Grantee worked or became familiar, or supervised directly or indirectly the servicing activities with respect to that client or customer, during the twenty-four month period prior to the last day of the Grantee's Employment Term (the "Termination Date"), and further provided such clients or customers were clients or customers of the Restricted Group either on such Termination Date or during the twenty-four months prior thereto, and (B) prospective clients or customers of the Restricted Group which the Grantee alone, in combination with others, or in a supervisory capacity, solicited during the eighteen months prior to the Grantee's Termination Date.

(ii) During the Employment Term and the Restricted Period, the Grantee will not directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant:

(A) engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within the (i) state(s), (ii) county(ies), or (iii) city(ies) (or portions thereof) where the Grantee directly or indirectly: (a) had material responsibilities or performed services on behalf of the Restricted Group; or (b) solicited clients or customers or otherwise sold products or services on behalf of the Restricted Group. If the Grantee performed material responsibilities that are not geographically limited to any territory and the Grantee's knowledge of the Restricted Group's Confidential Information and trade secrets could be used by a Person engaged in the Covered Business to unfairly compete with or undermine the Restricted Group's legitimate business interests, then the Grantee shall not engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within any geographic area where the Restricted Group engages in the Covered Business; or

(B) intentionally and adversely interfere with, or intentionally attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, the Grantee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the Covered Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Grantee (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Employment Term and the Restricted Period, the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group;

(B) hire or cause to be hired any executive-level employee (i.e., Vice President management level and above or other equivalent role or function) who was employed by the Restricted Group as of the Grantee's Termination Date or who left the employment of the Restricted Group coincident with, or within one (1) year prior to, or after, the Grantee's Termination Date; or

(C) encourage any consultant of the Restricted Group to cease working with the Restricted Group.

(v) For purposes of this Agreement:

(A) "Covered Business" means (1) developing and implementing software and services solutions for, and providing (w) health and welfare (including participant advocacy, healthcare navigation, benefits guidance, reimbursement accounts, COBRA/direct billing, dependent verification, Medicare enrollment services and other ancillary point solutions services) and retirement (including any defined contribution participant financial advisory, financial education and self-directed brokerage account services and other ancillary point solutions services) benefits administration services, (x) health, wealth and financial well-being and well-being engagement services, (y) employee engagement platforms and related services, including portal services (e.g., Alight Worklife), communications, total rewards employee benefits marketplace and health and wealth partner networks, and (z) leave administration, disability management and related services, (2) human resource and other related communications consulting services, and/or (3) such businesses (not described in (1) or (2) above) in which the Restricted Group engages or has plans to engage (as evidenced by the investment of time or resources therein), in each case, as of the Grantee's Termination Date.

(B) "Restricted Group" means, collectively, the Company and its Affiliates.

(b) During the Employment Term and at all times thereafter, the Grantee agrees not to make, or cause any other person to make, any communication that is intended to disparage, or has the effect of disparaging, the Company or any of its Affiliates, Subsidiaries, agents, shareholders, members, or advisors (or any of its or their respective employees, officers or directors) (it being understood that communication made in the Grantee's good faith performance of the Grantee's duties hereunder shall not be deemed disparaging for purposes of this Agreement). Nothing set forth herein shall be interpreted to prohibit the Grantee from responding truthfully to incorrect public statements, making truthful statements when required by law, subpoena or court order and/or from responding to any inquiry by any regulatory or investigatory organization.

(c) In signing this Agreement, the Grantee gives the Company and its Affiliates assurance that the Grantee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 1. The Grantee agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Grantee from obtaining other suitable employment during the period in which the Grantee is bound by the restraints. The Grantee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Grantee has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Grantee further covenants that the Grantee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1. It is also agreed that the Company's Affiliates will have the right to enforce all of the Grantee's obligations to such Affiliates under this Agreement, including, without limitation, pursuant to this Section 1.

(d) It is expressly understood and agreed that although the Grantee and the Company and its Affiliates consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Grantee, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Grantee is in breach of the terms hereof as determined by any court of competent jurisdiction on the application for injunctive relief of the Company or any other member of the Restricted Group.

(f) The provisions of Section 1 hereof shall survive the termination of the Grantee's employment or service for any reason.

2. Confidentiality; Intellectual Property.

(a) Confidentiality.

(i) The Grantee will not at any time (whether during or after the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries) (A) retain or use for the benefit, purposes or account of the Grantee or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates and Subsidiaries (other than the Grantee's professional advisers who are bound by confidentiality obligations or otherwise in performance of the Grantee's duties under the Grantee's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information -- including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company or any of its Affiliates or Subsidiaries and/or any third party that has disclosed or provided any of same to the Company or any of its Affiliates or Subsidiaries on a confidential basis ("Confidential Information"), without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of the Grantee's breach of this covenant; (B) made legitimately available to the Grantee by a third party without breach of any confidentiality obligation of which the Grantee has knowledge; or (C) required by law to be disclosed; provided that with respect to subsection (C) the Grantee shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company or any of its Affiliates or Subsidiaries to obtain a protective order or similar treatment.

(iii) Except as required by law, the Grantee will not disclose to anyone, other than the Grantee's family (it being understood that, in this Agreement, the term "family" refers to the Grantee, the Grantee's spouse, children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that the Grantee may disclose to any prospective future employer or service recipient the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if any member of the Restricted Group publicly discloses a copy of this Agreement (or, publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries for any reason, the Grantee shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Subsidiaries or Affiliates; and (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Grantee's possession or control (including any of the foregoing stored or located in the Grantee's office, home, laptop or other computer, whether or not the Company's property) that contain Confidential Information, except that the Grantee may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(vi) Nothing in this Agreement shall prohibit or restrict the Grantee from, or shall be interpreted so as to impede the Grantee (or any other individual) from, reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Grantee does not need the prior authorization of the Company or any of its Affiliates or Subsidiaries to make any such reports or disclosures, and the Grantee shall not be required to notify the Company or any of its Affiliates or Subsidiaries that such reports or disclosures have been made.

(b) Intellectual Property.

(i) If the Grantee creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, at any time during the Grantee's employment by or service to the Company or any of its Affiliates or Subsidiaries and within the scope of such employment or service and/or with the use of any resources of the Company or any of its Affiliates or Subsidiaries ("Company Works"), the Grantee shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all of the Grantee's right, title, and interest therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition, other intellectual property laws, and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company. If the Grantee creates any written records (in the form of notes, sketches, drawings, or any other tangible form or media) of any Company Works, the Grantee will keep and maintain same. The records will be available to and remain the sole property and intellectual property of the Company or its Affiliate or Subsidiary (as applicable) at all times.

(ii) The Grantee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's or its Affiliate's or Subsidiary's expense (but without further remuneration) to assist the Company or its Affiliate or Subsidiary in validating,

maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the rights of the Company or its Affiliates or Subsidiaries in the Company Works.

(iii) The Grantee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company or any of its Affiliates or Subsidiaries any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. The Grantee shall comply with all relevant policies and guidelines of the Company or its Affiliates or Subsidiaries that are from time to time previously disclosed to the Grantee, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest.

(iv) The provisions of Section 2 hereof shall survive the termination of the Grantee's employment or service for any reason.

Appendix A-1
Restricted Period

Unless otherwise provided herein, the Restricted Period shall be two (2) years following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries. Notwithstanding the preceding sentence, solely for purposes of the covenants set forth in Section 1(a)(ii) of Appendix A, the table below specifies the number of months of the Restricted Period applicable to the Grantee following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates (such period, the “Non-Competition Restricted Period”). The Grantee’s Non-Competition Restricted Period shall be designated by the Grantee’s function and role as performed for the Company or any of its Affiliates or Subsidiaries at the time of such Grantee’s termination of employment or service and as determined by the Company in accordance with the table below. The Non-Competition Restricted Period shall commence from the date the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries.

Management Level	Non-Competition Restricted Period
Associate, Manager, Senior Manager	0 months
Director, Sr. Director, Vice President, Senior Vice President, Executive Vice President, Chief (or equivalent)	The greater of (x) 12 months or (y) the period following the Grantee’s termination of employment or service during which the Grantee is entitled to receive any severance, separation, termination or other similar pay or benefits pursuant to any employee benefit plan or other arrangement or agreement between the Grantee and the Company or any of its Affiliates or Subsidiaries.

Alight, Inc.
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Appendix B to the Restricted Stock Unit Award Agreement

Country Specific Terms and Conditions

Capitalized terms used but not defined in this Appendix B shall have the same meanings assigned to them in the Plan, the Grant Notice and/or the Agreement.

Terms and Conditions

This Appendix B includes additional terms and conditions that govern the grant of Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect in the respective countries as of January 2026. Such laws are often complex and change frequently. As a result, the Grantee should not rely on the information noted herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any Common Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment/service and/or residency to a different country after the Restricted Stock Units are granted, the information contained in this Appendix may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Payment After Vesting. This provision supplements Section 2(d) of the Agreement:

As provided herein, any Restricted Stock Units that vest will be paid to Grantee in whole Common Shares. For the avoidance of doubt, any Restricted Stock Units that vest will not be settled in cash.

Nature of Grant. The following provision replaces Section 8(l) of the Agreement:

For purposes of the Restricted Stock Units, the Grantee's status as a Service Provider will be considered terminated as of the date that is the earliest of: (i) the date that the Grantee's Active Service with the Company or the Service Recipient is terminated; or (ii) the date that the Grantee receives written notice of termination of Active Service, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where the Grantee resides (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to the Grantee's employment benefits from the Service Recipient. Unless otherwise expressly provided in this Agreement (including by reference in the Plan materials) or determined by the Committee, the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date. In the event the date the Grantee is no longer providing Active Service cannot be reasonably determined under the terms of this Agreement and/or the Plan, the Committee shall have the exclusive discretion to determine when the Grantee's status as a Service Provider will be considered terminated for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the Plan during a statutory notice period, the Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rata vesting to the extent any vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

The following provisions apply to Grantees in Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements Section 10 of the Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the Plan. The Grantee further authorizes the Company, the Service Recipient and the Committee to disclose and

discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell Common Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the sale of Common Shares takes place outside of Canada through the facilities of a stock exchange on which Common Shares are listed. The Common Shares are currently traded on the NYSE, which is located outside of Canada, under the ticker symbol "ALIT" and Common Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Canadian residents are required to report foreign specified property, including Common Shares and rights to receive Common Shares (e.g., Restricted Stock Units), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time in the year. Restricted Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. The Form T1135 must be filed by April 30 of the following year. When Common Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Shares. The ACB would ordinarily equal the fair market value of the Common Shares at the time of acquisition, but if other Common Shares are owned, this ACB may have to be averaged with the ACB of the other Common Shares. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

INDIA

Notifications

Exchange Control Information. The Grantee must repatriate any proceeds from the sale of Common Shares acquired under the Plan or the receipt of any dividends or dividend equivalents paid on such Common Shares to India and convert the proceeds into local currency within such period of time as required under applicable regulations. The Grantee will receive a foreign inward remittance certificate ("FIRC") from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. The Grantee acknowledges that it is the Grantee's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including Common Shares held outside of India) in their annual tax returns. The Grantee is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor to determine his or her obligations in this regard.

POLAND

Notifications

Exchange Control Information. Polish residents holding foreign securities (including Common Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of

such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. The Grantee should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PUERTO RICO

There are no country specific terms or conditions.

Alight, Inc.
2021 Omnibus Incentive Plan

Notice of Restricted Stock Unit Grant

You (the “Grantee”) have been granted the following award of restricted stock units (the “Restricted Stock Units” or “RSUs”), with respect to Class A common stock, par value \$0.0001 per share (the “Common Shares”), by Alight, Inc. (the “Company”), pursuant to the Alight, Inc. 2021 Omnibus Incentive Plan (the “Plan”) and the terms set forth in the attached Restricted Stock Unit Award Agreement:

Name of Grantee:	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%
Effective Date of Grant:	%%OPTION_DATE,'Month DD, YYYY'%-%
Target Number of Performance-Vested RSUs:	%%TOTAL_SHARES_GRANTED,'999,999,999'%-%
Vesting:	Subject to the terms of the Plan and the Restricted Stock Unit Award Agreement attached hereto, the Performance-Vested RSUs shall vest as to between 0% and 150% of the Target Number of Performance-Vested RSUs set forth above based on the satisfaction of the Performance Methods as set forth on Exhibit A of the Restricted Stock Unit Award Agreement attached hereto, subject to the Grantee’s continued Active Service from the Effective Date of Grant through the applicable vesting date.

By your electronic acceptance/signature below, you agree and acknowledge that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and the attached Restricted Stock Unit Award Agreement, which are incorporated herein by reference, and that you have been provided with a copy of the Plan and Restricted Stock Unit Award Agreement. You must affirmatively acknowledge and accept the terms and conditions of this grant of Restricted Stock Units, including the terms of this Notice of Restricted Stock Unit Grant and the Restricted Stock Unit Award Agreement, within thirty (30) days following the date the Grant is issued. A failure to acknowledge and accept the Restricted Stock Unit Award within such thirty (30)-day period may result in forfeiture of the Restricted Stock Unit Award, effective as of the thirtieth (30th) day following the date the Grant is issued.

Agreed to and Signed by:
 %%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%

Alight, Inc.
2021 Omnibus Incentive Plan

Restricted Stock Unit Award Agreement

Section 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Units. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant and this Restricted Stock Unit Award Agreement (the “Agreement”), the Company grants to the Grantee on the Effective Date of Grant the Restricted Stock Units set forth in the Notice of Restricted Stock Unit Grant.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Restricted Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE AND VESTING

(a) Forfeiture. Except as otherwise provided in the Grantee’s employment, director services or similar agreement in effect at the time of the employment or service termination:

(i) If the Grantee’s Active Service (as defined below) is terminated by the Company or its Affiliates for any reason other than due to the Grantee’s death or Disability or by the Grantee for any reason, the Grantee shall, for no consideration, forfeit the Restricted Stock Units to the extent such Restricted Stock Units have not yet vested at the time of such termination.

(ii) Except as otherwise provided herein, any Performance-Vested RSUs that are not earned during the Measurement Period (as defined in Exhibit A), as determined in accordance with Exhibit A, shall be forfeited, for no consideration.

(b) Transfer Restrictions. Prior to the time that Common Shares have been delivered to the Grantee, the Grantee may not transfer, pledge, sell or otherwise dispose of this Award or the Common Shares issuable in respect of this Award, except that, upon receiving written permission from the Committee or its duly authorized designee, the Grantee may, by delivering written notice to the Company, in a form approved by the Company, designate a third party who, on the Grantee’s death, will thereafter be entitled to receive the Common Shares issuable in respect of this Award, and in the absence of such a designation, the Grantee’s executor or administrator of the Grantee’s estate will be entitled to receive any Common Shares or other consideration that vested but was not issued before the Grantee’s death. For example, the Grantee may not use Common Shares that may be issued in respect of the Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to the Grantee of Common Shares in respect of the Grantee’s vested Restricted Stock Units.

(c) Holding Period. If and when (i) the Grantee is notified that they are subject to the Alight, Inc. Equity Interest Ownership Policy, and (ii) the Grantee does not hold Common Shares or other “equity interests” (as defined in the Alight, Inc. Equity Interest Ownership Policy), as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, then the Grantee must retain 100% of the Common Shares acquired by the Grantee as a result of the settlement of Restricted Stock Units (excluding from the calculation any Common Shares withheld for purposes of satisfying the Grantee’s tax obligations in connection with such settlement) until such time as the value of the Common Shares remaining in the Grantee’s possession following any sale, assignment, pledge, exchange, gift or other transfer of the Common Shares shall be sufficient to meet any applicable equity interest ownership guidelines of the Company in place at that time. For the avoidance of doubt, at any time when the Grantee holds, in the aggregate, Common Shares or

other “equity interests”, as applicable, with a value sufficient to satisfy the applicable equity interest ownership guidelines of the Company in place at that time, the Grantee may enter into a transaction with respect to any Common Shares acquired by Grantee as a result of the settlement of the Restricted Stock Units without regard to the holding period requirement contained in this Section 2. (c) so long as the Grantee shall continue to satisfy such equity interest ownership guidelines following such transaction.

(d) Vesting.

(i) The Restricted Stock Units shall vest in accordance with the Notice of Restricted Stock Unit Grant and the terms of this Agreement.

(ii) If the Grantee’s Active Service is terminated due to the Grantee’s death the Performance-Vested RSUs shall immediately accelerate and vest, with the Performance Metrics deemed achieved at 100% of Target, and the Performance-Vested RSUs shall become free of the forfeiture and transfer restrictions contained in this Agreement (except as otherwise provided in Section 2. (b) of this Agreement) as of the date of such Termination. Additionally, if the Grantee’s Active Service is terminated due to the Grantee’s Disability, the Performance-Vested RSUs will remain outstanding and, subject to the satisfaction of the Performance Metrics as set forth on Exhibit A, a portion of the Performance-Vested RSUs shall remain eligible to become earned as of the Certification Date. The portion which shall vest and become earned shall be determined by multiplying (A) the number of Performance-Vested RSUs that become vested and earned in accordance with Exhibit A by (B) the Grantee’s number of completed calendar days of Active Service between the first and the last day of the Measurement Period, divided by the total number of calendar days from the first through the last day of the Measurement Period.

(iii) The Performance-Vested RSUs will immediately accelerate and become fully vested (with the Performance Metrics deemed achieved at 100% of Target), if the Grantee experiences a Termination that is the result of a termination by the Company or any of its Subsidiaries for reasons other than Cause (and not due to death or Disability) or by the Grantee for Good Reason, at any time on or within six (6) months prior to a Change in Control or within eighteen (18) months following a Change in Control. For purposes of this agreement, “Good Reason” shall mean (A) “Good Reason” as defined in any employment, severance, consulting or other similar agreement between the Grantee and the Company or any of its Subsidiaries in effect at the time of such Termination, or (B) in the absence of any such employment, severance, consulting or other similar agreement (or in the absence of any definition of “Good Reason” contained therein), (1) a material reduction in the Grantee’s total target annual cash compensation by more than twenty percent (20%), unless the compensation reduction program affects substantially all similarly situated employees of the Company or any of its Subsidiaries, as applicable, and does not affect the Grantee to a greater extent than other similarly situated employees; (2) a material demotion in the Grantee’s duties and responsibilities or functional management level; (3) a requirement that the Grantee relocate more than fifty (50) miles from the Grantee’s principal place of employment; or (4) a material breach by the Company of any of its obligations under this Agreement, in each case, (x) without the Grantee’s written consent and (y) solely to the extent that the Company or any of its Subsidiaries, as applicable, fails to correct such event within thirty (30) days of receiving written notice thereof from the Grantee, which such notice must be provided within thirty (30) days following the initial occurrence of such event. For purposes of clause (B) of the preceding sentence, in order for the Grantee to invoke a Termination for Good Reason, the Grantee must terminate the Grantee’s employment, if at all, within ninety (90) days following the initial occurrence of the Good Reason event.

(iv) All unvested Restricted Stock Units as of the date of termination of the Grantee’s Active Service which do not become vested and/or earned, as applicable, pursuant to this Section 2. (d) , shall be forfeited, for no consideration as of the date of termination of the Grantee’s Active Service or, if later, with respect to Performance-Vested RSUs that remain eligible to vest and become earned pursuant to Section 2 (d)(ii) above, as of the Certificate Date.

(v) The term “Active Service” means the period during which the Grantee is actively employed by or providing services to the Company or an Affiliate; provided, however, that Active Service shall not include any period during which the Grantee is on garden leave, completing a notice period or receiving severance pay.

(i) If Grantee is notified that they are subject to the clawback provisions in the Plan and any similar policies contemplated therein, including similar policies adopted by the Board or the Committee and as in effect from time to time, then any Restricted Stock Units granted under this Award shall be subject to such provisions.

Section 3. DATE OF ISSUANCE

The Company shall issue to the Grantee one (1) Common Share for each Restricted Stock Unit that vests, if any, as soon as practicable following the applicable vesting date(s) and in any event within thirty (30) days following the vesting date. The form of delivery (e.g., a share certificate or electronic entry evidencing such Common Shares) shall be determined by the Company.

Section 4. SHAREHOLDER RIGHTS

Except as otherwise provided herein, the Grantee shall have no rights as a shareholder with respect to any Common Shares covered by any Restricted Stock Unit unless and until the Grantee has become the holder of record of such Common Shares.

Section 5. DIVIDEND EQUIVALENTS

(a) Any dividends paid with respect to the Common Shares underlying the unvested Restricted Stock Units shall not be paid to the Grantee but shall be held by the Company.

(b) The Company shall record the amount of such dividends as dividend equivalents in a bookkeeping account, which dividend equivalents shall be subject to the same vesting conditions as the Restricted Stock Units to which they relate.

(c) Any dividend equivalents held in the bookkeeping account pursuant to this Section 5. which are attributable to Restricted Stock Units which vest pursuant to this Agreement shall be paid to the Grantee within ninety (90) days of the vesting date of the earned Common Shares with respect to which they relate, but in no event later than March 15 of the calendar year following the year of such vesting date.

(d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2. of this Agreement shall be forfeited to the Company on the date such Common Shares are forfeited.

Section 6. RESTRICTIVE COVENANTS

The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to the Restrictive Covenants contained in Appendix A to this Agreement and/or incorporated herein by reference. The Grantee acknowledges and agrees that the Company's remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the Grantee agrees that, in the event of such a breach or threatened breach by the Grantee, regardless of whether the Common Shares underlying the Restricted Stock Units have been sold or transferred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

Section 7. TAX WITHHOLDING

(a) **Responsibility for Taxes.** The Grantee acknowledges that, regardless of any action taken by the Company, or if different, the Subsidiary or Affiliate employing the Grantee or to which the Grantee is providing service (the "Service Recipient"), the ultimate liability for all income tax (including U.S. federal, state, and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable or deemed applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any,

actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Company and/or Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units or the underlying Common Shares, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Common Shares acquired pursuant to the such settlement and the receipt of any dividends and dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligation with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient;
- (ii) allowing or requiring the Grantee to make a cash payment to cover the Tax-Related Items;
- (iii) withholding from proceeds of the sale of shares of Common Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent);
- (iv) withholding from the Common Shares to be issued to the Grantee upon settlement of the Restricted Stock Units, to the extent the Committee so permits and to the extent it would not result in additional accounting expense; or
- (v) any other method of withholding determined by the Company and permitted by applicable law;

provided, however, that if the Grantee is a Section 16 Officer of the Company under the Exchange Act, then the Company shall establish the method of withholding from alternatives (i)-(iv) herein and, if the Company does not exercise its discretion prior to the applicable withholding event, then the Grantee shall be entitled to elect the method of withholding from the alternatives above.

The Company or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Shares), or if not refunded, the Grantee may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Grantee will be deemed to have been issued the full number of Common Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Common Shares is held back solely for the purpose of paying the Tax-Related Items.

(b) The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Shares or the proceeds of the sale of Common Shares if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

Section 8. NATURE OF GRANT

In accepting the grant, the Grantee acknowledges, understands and agrees that:

- (a)** the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b)** the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
- (c)** all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;
- (d)** the Restricted Stock Units and the Grantee's participation in the Plan shall not create a right to employment or other service relationship with the Company;
- (e)** the Restricted Stock Units and the Grantee's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with the Company or the Service Recipient, and shall not interfere with the ability of the Company, the Service Recipient or any Subsidiary or Affiliate, as applicable, to terminate the Grantee's service relationship (if any);
- (f)** the Grantee is voluntarily participating in the Plan;
- (g)** the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h)** the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;
- (i)** unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Common Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a subsidiary of the Company;
- (j)** the future value of the underlying Common Shares is unknown, indeterminable and cannot be predicted with certainty;
- (k)** no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Active Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
- (l)** for purposes of the Restricted Stock Units, the Grantee's service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and such date will not be extended by any notice period (*e.g.*, the Grantee's period of Active Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Restricted Stock Unit (including whether the Grantee may still be considered to be providing services while on a leave of absence); and
- (m)** none of the Company, the Service Recipient or any other Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may

affect the value of the Restricted Stock Unit or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Unit or the subsequent sale of any Common Shares acquired upon settlement.

Section 9. MISCELLANEOUS PROVISIONS

(a) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Restricted Stock Unit Grant by the Company, the Board or the Committee.

(b) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(c) No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Common Shares. The Grantee should consult with his or her own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

(d) Choice of Law. This Agreement and the Notice of Restricted Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Delaware, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Restricted Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Agreement and the Plan. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

(f) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(g) Waiver. The Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other Grantee.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Common Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(i) Appendices. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country. The Appendices constitute part of this Agreement.

(j) Insider Trading / Market Abuse. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country or where the Common Shares are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Common Shares, rights to Common Shares (*e.g.*, Restricted Stock Units) or rights linked to the value of Common Shares (*e.g.*, phantom awards, futures) during such times the Grantee is considered to have "inside

information” regarding the Company (as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

(k) Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee’s ability to acquire or hold Common Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Common Shares) in a brokerage or bank account outside the Grantee’s country of residence. The Grantee’s country may require that the Grantee report such accounts, assets or transactions to the applicable authorities in the Grantee’s country. The Grantee also may be required to repatriate cash received from participating in the Plan to his or her country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

(l) Arbitration. Any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Restricted Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Chicago, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Restricted Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and federal laws applicable in Delaware, without regard to internal principles relating to conflict of laws.

(m) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 10(b) of the Plan may be made without such written agreement.

(n) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(o) Unsecured Obligation. This Award is unfunded, and as a holder of a vested Award, the Grantee shall be considered a general, unsecured creditor of the Company with respect to the Company’s obligation, if any, to issue Common Shares or other property pursuant to this Agreement.

(p) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(q) Section 409A Compliance. Notwithstanding anything herein or in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Agreement are intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and its Affiliates make no representations that the Restricted Stock Units granted under this Agreement are exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

Section 10. DATA PRIVACY

- (a) **Controller.** *The Company, with registered address at 4 Overlook Point, Lincolnshire, IL 60069, United States, is the controller responsible for the processing of the Grantee's personal data in connection with this Restricted Stock Unit and the Plan.*
- (b) **Data Collection and Usage.** *The Company and its Subsidiaries and Affiliates (and, if applicable, any entity that engages the Grantee to provide services to the Company and its subsidiaries and affiliates) collect, process and use certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any Common Shares or directorships held in the Company, details of all Restricted Stock Units granted under the Plan or any other entitlement to Common Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate purpose of implementing, administering and managing the Plan. Where required, the legal basis for the collection and processing of Data is the Grantee's consent.*
- (c) **Stock Plan Administrator.** *The Grantee understands that the Company may transfer Data to a third-party stock plan administrator ("Stock Plan Administrator"), which assists the Company, presently or in the future, with the implementation, administration and management of the Plan. The Grantee may be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, with such agreement being a condition to the ability to participate in the Plan. Where required, the legal basis for the transfer of Data to the Stock Plan Administrator is the Grantee's consent.*
- (d) **International Data Transfers.** *The Company is, and the Stock Plan Administrator may be, based in the United States. The Grantee's country or jurisdiction may have different data privacy laws and protections than the United States. Where required, the Company's legal basis for the transfer of Data to the United States is the Grantee's consent.*
- (e) **Data Retention.** *The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities and labor laws. This may mean Data is retained until after the Grantee's Active Service ends, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.*
- (f) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and the Grantee is providing the consents herein on a voluntary basis. The Grantee understands that the Grantee may request to stop the transfer and processing of the Data for purposes of the Grantee's participation in the Plan and that his or her service relationship will not be affected. The only consequence of refusing or withdrawing consent is that the Company would not be able to allow the Grantee to participate in the Plan. The Grantee understands that the Data will still be processed in relation to his or her service relationship for record-keeping purposes.*
- (g) **Data Subject Rights.** *The Grantee has a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data that the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarifications regarding these rights or to exercise these rights, the Grantee can contact executive.compensation@alight.com.*

EXHIBIT A

Performance Restriction

The Committee will evaluate current and future offerings periodically to determine treatment and the target performance metrics under the Plan and in respect of any Awards granted thereunder. To best reflect the metric that will determine the Company's achievement of performance goals one hundred percent (100%) of the Performance-Vested RSUs will be eligible to vest based on the Cumulative Free Cash Flow (the "Performance Metric").

Determination of Performance-Vested RSUs Earned

Subject to the terms and conditions set forth in the Plan and the Agreement, the portion of the Performance-Vested RSUs subject to this Award, if any, that become vested during the Measurement Period will be determined upon the Committee's certification of achievement of the Performance Metric in accordance with this Exhibit A, which shall occur within sixty (60) days following the end of the Measurement Period (the "Certification Date").

On the Certification Date, the Committee shall certify the Company's achievement of the Performance Metric and, based on such achievement, the percentage of the Performance-Vested RSUs that vest shall be determined in accordance with the Performance Metric table below, with the percentage of Performance-Vested RSUs earned linearly interpolated based upon the achievement of Performance Metric between the listed values. Notwithstanding anything in this Agreement, the Notice of Restricted Stock Unit Grant or the Plan to the contrary, no Performance-Vested RSUs shall vest unless the Performance Metric achieved for the Measurement Period, as determined in the Committee's sole discretion in accordance with this Exhibit A, is at least \$732 million, and in no event shall more than 150% of the portion of the Target Number of Performance-Vested RSUs vest. Any Performance-Vested RSUs that are not vested as of the Certification Date will be forfeited, for no consideration. The Performance Metric values for the Measurement Period are as follows:

Free Cash Flow Performance Metric Table

Cumulative Free Cash Flow	Performance Metric Level of Achievement	Percentage of Performance-Vested RSUs Earned
\$732 million	Minimum	50%
\$915 million	Target or 100%	100%
\$1,098 million	Maximum	150%

Defined Terms

"Free Cash Flow" means Free Cash Flow as reported in the Company's financial results excluding cash paid for interest.

"Measurement Period" means January 1, 2026 through December 31, 2028.

Appendix A
Restrictive Covenants

1. Non-Competition; Non-Solicitation; Non-Disparagement.

(a) The Grantee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Subsidiaries, and accordingly agrees as follows:

(i) During the Grantee's employment or service with the Company or any of its Affiliates or Subsidiaries (the "Employment Term") and for the Restricted Period (as defined in Appendix A-1), the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (for the purposes of this Appendix A, a "Person"), directly or indirectly solicit or assist in soliciting any business of the same type or kind as the Covered Business performed by the Restricted Group from or with respect to (A) clients or customers of the Restricted Group with respect to whom the Grantee provided services, either alone or with others, or had a business relationship, or on whose account the Grantee worked or became familiar, or supervised directly or indirectly the servicing activities with respect to that client or customer, during the twenty-four month period prior to the last day of the Grantee's Employment Term (the "Termination Date"), and further provided such clients or customers were clients or customers of the Restricted Group either on such Termination Date or during the twenty-four months prior thereto, and (B) prospective clients or customers of the Restricted Group which the Grantee alone, in combination with others, or in a supervisory capacity, solicited during the eighteen months prior to the Grantee's Termination Date.

(ii) During the Employment Term and the Restricted Period, the Grantee will not directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant:

(A) engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within the (i) state(s), (ii) county(ies), or (iii) city(ies) (or portions thereof) where the Grantee directly or indirectly: (a) had material responsibilities or performed services on behalf of the Restricted Group; or (b) solicited clients or customers or otherwise sold products or services on behalf of the Restricted Group. If the Grantee performed material responsibilities that are not geographically limited to any territory and the Grantee's knowledge of the Restricted Group's Confidential Information and trade secrets could be used by a Person engaged in the Covered Business to unfairly compete with or undermine the Restricted Group's legitimate business interests, then the Grantee shall not engage in, acquire a financial interest in, or otherwise become actively involved with any Person engaged in the Covered Business within any geographic area where the Restricted Group engages in the Covered Business; or

(B) intentionally and adversely interfere with, or intentionally attempt to adversely interfere with, business relationships between the members of the Restricted Group and any of their clients, customers, suppliers, partners, members or investors.

(iii) Notwithstanding anything to the contrary in this Appendix A, the Grantee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the Covered Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Grantee (A) is not a controlling person of, or a member of a group which controls, such person and (B) does not, directly or indirectly, own 2% or more of any class of securities of such Person.

(iv) During the Employment Term and the Restricted Period, the Grantee will not, whether on the Grantee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group;

(B) hire or cause to be hired any executive-level employee (i.e., Vice President management level and above or other equivalent role or function) who was employed by the Restricted Group as of the Grantee's Termination Date or who left the employment of the Restricted Group coincident with, or within one (1) year prior to, or after, the Grantee's Termination Date; or

(C) encourage any consultant of the Restricted Group to cease working with the Restricted Group.

(v) For purposes of this Agreement:

(A) "Covered Business" means (1) developing and implementing software and services solutions for, and providing (w) health and welfare (including participant advocacy, healthcare navigation, benefits guidance, reimbursement accounts, COBRA/direct billing, dependent verification, Medicare enrollment services and other ancillary point solutions services) and retirement (including any defined contribution participant financial advisory, financial education and self-directed brokerage account services and other ancillary point solutions services) benefits administration services, (x) health, wealth and financial well-being and well-being engagement services, (y) employee engagement platforms and related services, including portal services (e.g., Alight Worklife), communications, total rewards employee benefits marketplace and health and wealth partner networks, and (z) leave administration, disability management and related services, (2) human resource and other related communications consulting services, and/or (3) such businesses (not described in (1) or (2) above) in which the Restricted Group engages or has plans to engage (as evidenced by the investment of time or resources therein), in each case, as of the Grantee's Termination Date.

(B) "Restricted Group" means, collectively, the Company and its Affiliates.

(b) During the Employment Term and at all times thereafter, the Grantee agrees not to make, or cause any other person to make, any communication that is intended to disparage, or has the effect of disparaging, the Company or any of its Affiliates, Subsidiaries, agents, shareholders, members, or advisors (or any of its or their respective employees, officers or directors) (it being understood that communication made in the Grantee's good faith performance of the Grantee's duties hereunder shall not be deemed disparaging for purposes of this Agreement). Nothing set forth herein shall be interpreted to prohibit the Grantee from responding truthfully to incorrect public statements, making truthful statements when required by law, subpoena or court order and/or from responding to any inquiry by any regulatory or investigatory organization.

(c) In signing this Agreement, the Grantee gives the Company and its Affiliates assurance that the Grantee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 1. The Grantee agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Grantee from obtaining other suitable employment during the period in which the Grantee is bound by the restraints. The Grantee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Grantee has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Grantee further covenants that the Grantee will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1. It is also agreed that the Company's Affiliates will have the right to enforce all of the Grantee's obligations to such Affiliates under this Agreement, including, without limitation, pursuant to this Section 1.

(d) It is expressly understood and agreed that although the Grantee and the Company and its Affiliates consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Grantee, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Grantee is in breach of the terms hereof as determined by any court of competent jurisdiction on the application for injunctive relief of the Company or any other member of the Restricted Group.

(f) The provisions of Section 1 hereof shall survive the termination of the Grantee's employment or service for any reason.

2. Confidentiality; Intellectual Property.

(a) Confidentiality.

(i) The Grantee will not at any time (whether during or after the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries) (A) retain or use for the benefit, purposes or account of the Grantee or any other Person; or (B) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company or any of its Affiliates and Subsidiaries (other than the Grantee's professional advisers who are bound by confidentiality obligations or otherwise in performance of the Grantee's duties under the Grantee's employment or service and pursuant to customary industry practice), any non-public, proprietary or confidential information -- including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals -- concerning the past, current or future business, activities and operations of the Company or any of its Affiliates or Subsidiaries and/or any third party that has disclosed or provided any of same to the Company or any of its Affiliates or Subsidiaries on a confidential basis ("Confidential Information"), without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (A) generally known to the industry or the public other than as a result of the Grantee's breach of this covenant; (B) made legitimately available to the Grantee by a third party without breach of any confidentiality obligation of which the Grantee has knowledge; or (C) required by law to be disclosed; provided that with respect to subsection (C) the Grantee shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and reasonably cooperate with any attempts by the Company or any of its Affiliates or Subsidiaries to obtain a protective order or similar treatment.

(iii) Except as required by law, the Grantee will not disclose to anyone, other than the Grantee's family (it being understood that, in this Agreement, the term "family" refers to the Grantee, the Grantee's spouse, children, parents and spouse's parents) and advisors, the existence or contents of this Agreement; provided that the Grantee may disclose to any prospective future employer or service recipient the provisions of this Appendix A. This Section 2(a)(iii) shall terminate if any member of the Restricted Group publicly discloses a copy of this Agreement (or, publicly discloses summaries or excerpts of this Agreement, to the extent so disclosed).

(iv) Upon termination of the Grantee's employment with or service to the Company or any of its Affiliates or Subsidiaries for any reason, the Grantee shall (A) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company or its Subsidiaries or Affiliates; and (B) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Grantee's possession or control (including any of the foregoing stored or located in the Grantee's office, home, laptop or other computer, whether or not the Company's property) that contain Confidential Information, except that the Grantee may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information.

(v) 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(vi) Nothing in this Agreement shall prohibit or restrict the Grantee from, or shall be interpreted so as to impede the Grantee (or any other individual) from, reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Grantee does not need the prior authorization of the Company or any of its Affiliates or Subsidiaries to make any such reports or disclosures, and the Grantee shall not be required to notify the Company or any of its Affiliates or Subsidiaries that such reports or disclosures have been made.

(b) Intellectual Property.

(i) If the Grantee creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, at any time during the Grantee's employment by or service to the Company or any of its Affiliates or Subsidiaries and within the scope of such employment or service and/or with the use of any resources of the Company or any of its Affiliates or Subsidiaries ("Company Works"), the Grantee shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all of the Grantee's right, title, and interest therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition, other intellectual property laws, and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company. If the Grantee creates any written records (in the form of notes, sketches, drawings, or any other tangible form or media) of any Company Works, the Grantee will keep and maintain same. The records will be available to and remain the sole property and intellectual property of the Company or its Affiliate or Subsidiary (as applicable) at all times.

(ii) The Grantee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's or its Affiliate's or Subsidiary's expense (but without further remuneration) to assist the Company or its Affiliate or Subsidiary in validating,

maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the rights of the Company or its Affiliates or Subsidiaries in the Company Works.

(iii) The Grantee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company or any of its Affiliates or Subsidiaries any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. The Grantee shall comply with all relevant policies and guidelines of the Company or its Affiliates or Subsidiaries that are from time to time previously disclosed to the Grantee, including regarding the protection of Confidential Information and intellectual property and potential conflicts of interest.

(iv) The provisions of Section 2 hereof shall survive the termination of the Grantee's employment or service for any reason.

Appendix A-1
Restricted Period

Unless otherwise provided herein, the Restricted Period shall be two (2) years following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries. Notwithstanding the preceding sentence, solely for purposes of the covenants set forth in Section 1(a)(ii) of Appendix A, the table below specifies the number of months of the Restricted Period applicable to the Grantee following the date that the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates (such period, the “Non-Competition Restricted Period”). The Grantee’s Non-Competition Restricted Period shall be designated by the Grantee’s function and role as performed for the Company or any of its Affiliates or Subsidiaries at the time of such Grantee’s termination of employment or service and as determined by the Company in accordance with the table below. The Non-Competition Restricted Period shall commence from the date the Grantee ceases to be employed by or providing services to the Company or any of its Affiliates or Subsidiaries.

Management Level	Non-Competition Restricted Period
Associate, Manager, Senior Manager	0 months
Director, Sr. Director, Vice President, Senior Vice President, Executive Vice President, Chief (or equivalent)	The greater of (x) 12 months or (y) the period following the Grantee’s termination of employment or service during which the Grantee is entitled to receive any severance, separation, termination or other similar pay or benefits pursuant to any employee benefit plan or other arrangement or agreement between the Grantee and the Company or any of its Affiliates or Subsidiaries.

Alight, Inc.
2021 Omnibus Incentive Plan

Appendix B to the Restricted Stock Unit Award Agreement

Country Specific Terms and Conditions

Capitalized terms used but not defined in this Appendix B shall have the same meanings assigned to them in the Plan, the Grant Notice and/or the Agreement.

Terms and Conditions

This Appendix B includes additional terms and conditions that govern the grant of Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect in the respective countries as of January 2026. Such laws are often complex and change frequently. As a result, the Grantee should not rely on the information noted herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any Common Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment/service and/or residency to a different country after the Restricted Stock Units are granted, the information contained in this Appendix may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Payment After Vesting. This provision supplements Section 2(d) of the Agreement:

As provided herein, any Restricted Stock Units that vest will be paid to Grantee in whole Common Shares. For the avoidance of doubt, any Restricted Stock Units that vest will not be settled in cash.

Nature of Grant. The following provision replaces Section 8(l) of the Agreement:

For purposes of the Restricted Stock Units, the Grantee's status as a Service Provider will be considered terminated as of the date that is the earliest of: (i) the date that the Grantee's Active Service with the Company or the Service Recipient is terminated; or (ii) the date that the Grantee receives written notice of termination of Active Service, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where the Grantee resides (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to the Grantee's employment benefits from the Service Recipient. Unless otherwise expressly provided in this Agreement (including by reference in the Plan materials) or determined by the Committee, the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date. In the event the date the Grantee is no longer providing Active Service cannot be reasonably determined under the terms of this Agreement and/or the Plan, the Committee shall have the exclusive discretion to determine when the Grantee's status as a Service Provider will be considered terminated for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the Plan during a statutory notice period, the Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rata vesting to the extent any vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

The following provisions apply to Grantees in Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements Section 10 of the Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration of the Plan. The Grantee further authorizes the Company, the Service Recipient and the Committee to disclose and

discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell Common Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the sale of Common Shares takes place outside of Canada through the facilities of a stock exchange on which Common Shares are listed. The Common Shares are currently traded on the NYSE, which is located outside of Canada, under the ticker symbol "ALIT" and Common Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Canadian residents are required to report foreign specified property, including Common Shares and rights to receive Common Shares (e.g., Restricted Stock Units), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time in the year. Restricted Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. The Form T1135 must be filed by April 30 of the following year. When Common Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Shares. The ACB would ordinarily equal the fair market value of the Common Shares at the time of acquisition, but if other Common Shares are owned, this ACB may have to be averaged with the ACB of the other Common Shares. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

INDIA

Notifications

Exchange Control Information. The Grantee must repatriate any proceeds from the sale of Common Shares acquired under the Plan or the receipt of any dividends or dividend equivalents paid on such Common Shares to India and convert the proceeds into local currency within such period of time as required under applicable regulations. The Grantee will receive a foreign inward remittance certificate ("FIRC") from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. The Grantee acknowledges that it is the Grantee's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including Common Shares held outside of India) in their annual tax returns. The Grantee is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor to determine his or her obligations in this regard.

POLAND

Notifications

Exchange Control Information. Polish residents holding foreign securities (including Common Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of

such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. The Grantee should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PUERTO RICO

There are no country specific terms or conditions.

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Rohit Verma, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alight, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2026

By:

/s/ Rohit Verma

Rohit Verma
Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Alight, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 5, 2026

By:

/s/ Rohit Verma

Rohit Verma
Chief Executive Officer

This certification accompanies each Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 has been provided by the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Alight, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 5, 2026

By:

/s/ Gregory Giometti

Gregory Giometti
Interim Chief Financial Officer

This certification accompanies each Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 has been provided by the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.