PRIVATE AND CONFIDENTIAL

(Date)                              Our Ref: XXXX

(Name, Title and Address)           

Dear Mr(s). (Client):

ENGAGEMENT FOR CONSULTING SERVICES

This letter confirms the scope of our consulting services and terms of our engagement (“Engagement”). In this letter, “our” and “we” means the Lalani Consulting Group Inc., whereas, “you” and “your” refers to (Client Name). Please sign your acceptance on the last page of this letter.

Scope of Work

We will undertake consulting services as described in the “Scope of Work” document attached to this letter. The Scope of Work summarizes the consulting services, deliverables, resources, fees and timing.

Deliverables

The deliverables are for your internal use only; however, you can distribute and reference the deliverables to other parties with our prior consent. You own the copies of the deliverables and have the right to use, reproduce and adapt it for your internal purposes. We will retain all intellectual property rights (including patents, trade secrets and copyrights) of our deliverables. Our deliverables will not infringe on the intellectual property rights of any third party.

Resources

We will employ only those that have the adequate education, training and experience to perform the tasks in the Scope of Work. All our services will be performed in a professional manner with reasonable skill, care and diligence. We will conduct our services in accordance with your policies when we work on your premises as long as we are informed of these policies in advance. The work product we deliver will not infringe any intellectual property right of any third party.

Fees

We charge on a time (per hour) or fixed fee basis. Expenses are billed as a fixed fee charge. Our Scope of Work outlines the fees and estimated expenses. If at any point in this engagement we conclude that our fees will exceed our estimate, we will promptly discuss the situation with you; such services will be performed on a time (per hour) or fixed fee basis, based on your approval.

Timing

Our timing represents a good faith estimate of the time required to perform the services outlined in the Scope of Work. Our timing assumes that you will undertake your obligations in a timely fashion. We will not be
responsible for any delay in our deliverables caused by forces or events reasonably beyond our control.

**Invoicing and Payment**

We bill our time charges, or fixed fee (as applicable) and expenses on a monthly basis. Fixed fee charges are billed in equal installments over the duration of the project. Invoices are due upon receipt. Any balance outstanding thirty (30) days after the date of invoice will incur a late charge of 1.0% per month (beginning from the date of the invoice).

**Non-disclosure and Confidentiality**

We will take reasonable precautions to ensure that your confidential information is not disclosed to any third party. We will not be responsible for information: (a) already known at the time of disclosure; (b) already available to the public; or (c) available from third parties without any nondisclosure obligation to the discloser. We will disclose all sought information if required by law after advising you promptly of any such requirements; such legal disclosure will be charged to you.

**Limitation of Liability**

Our aggregate liability for our consulting services on the Scope of Work will be limited to the total amount of the fees paid to us under this Engagement. In no event shall we be liable to you for any incidental, special, punitive, or consequential damages of any kind; nor will we be liable for any loss or expense resulting from inaccuracy or omission based on information or data supplied to us.

**Data Protection**

We shall comply with the provisions and obligations of applicable data privacy legislation. In circumstances where personal data (as defined in applicable legislation) is passed to us, we will be acting as the data processor. As data controller, you acknowledge that you have obtained all necessary consents for lawful processing, prior to passing the personal data to us.

**Disputes**

We will aim to resolve any disputes in good faith. However, in the event that a dispute cannot be resolved, the dispute shall be submitted to nonbinding mediation before either party pursues any other remedies.

**Effective date and Termination**

This Engagement will become effective as stipulated in the Scope of Work. You or we can terminate this Engagement by providing at least thirty (30) days’ written notice to the other. For services performed, you agree to pay us for our time or fixed charges incurred and expenses up to the effective date of termination.

**Miscellaneous Provisions**

None of the terms and conditions set forth in this Engagement will be interpreted to create any agency, master-servant, employment or any other relationship between you and us, or any of our employees.

Neither party may assign, or delegate any of its rights and obligations set forth in this Engagement without prior written consent of the other party.
If any provision set forth in this Engagement is invalid or unenforceable under any law, the validity of the remainder of this Engagement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent.

The validity and interpretation of the provisions of this Engagement will be governed by the laws of Alberta.

Signed by and on behalf of:
LALANI CONSULTING GROUP INC.

By: ________________________________

Print Name: Minaz Lalani

Print Title: Managing Principal

Date: ________________________________

Accepted and agreed on behalf of:
(CLIENT NAME)

By: ________________________________

Print Name: ________________________________

Print Title: ________________________________

Date: ________________________________
SCOPE OF WORK
(Project Name)
(Client Name)

Effective Date

The Engagement will be effective on ________________

Consulting Services

The Engagement will encompass the following Services:
________________________________________________________________________________________
________________________________________________________________________________________

Deliverables

_____________________________________________________________________________
_____________________________________________________________________________

Resources

_____________________________________________________________________________

Fees

_____________________________________________________________________________

Timing

_____________________________________________________________________________

Client information

_____________________________________________________________________________