

## ENGAGEMENT LETTER FOR INDEPENDENT PRODUCT REVIEW

(on consultant's letterhead)

[name]  
[address]

Dear Sirs:

This letter is intended to summarize our understanding of the terms of our engagement to carry out a product review (the "Review") of \_\_\_\_\_ (the "Product").

1. We have been retained by you for the purpose of carrying out the Review and providing you with our comments on the Product with respect to the following areas:

(a) [list]

Although we shall carry out the Review in such manner as we in our sole discretion consider appropriate and fair in all circumstances, it will not necessarily cover all aspects of the Product and its use and will not necessarily disclose all errors or omissions, if any, in the Product. At the completion of the Review we will provide you with our written report outlining our findings. This report may be used by you subject to the conditions set out below.

2. Our report is delivered to you for purposes of general publication or such other use(s) as you see fit. Except as specifically provided herein, our report may not be reprinted in whole or in part in any form or by any means without our express permission in writing. Before agreeing to allow the report's inclusion in another publication, we reserve the right to review the entire publication. The report may be photocopied in its entirety by you for discussion purposes with potential customers. If you fail to comply with the foregoing, we will be entitled to immediately recover all copies of the report in your possession or under your control.
3. We are not liable for any loss, damage, or expense which you or any other party may sustain as a result of our report or its use or publication by you or any other party whether or not based on contract or tort (including negligence). Further, you will not bring or support any proceeding against us with respect to losses, damages or liabilities of any nature claimed by you or any third parties in connection with the Product and will indemnify us to the extent of any damages, costs and expenses suffered by us as a result of any such third party claim.
4. You agree to provide us with:
  - (a) a true and exact copy of the Product;

- (b) a true and exact copy of the user documentation that accompanies the Product;

**THIS IS A 2-PAGE FORM.**