

CONSULTING · ROOTED GROWTH CONSULTING

Rooted Growth Consulting Engagement Letter

Culture & Learning Audit — Client Agreement

Rooted Growth Consulting · Jonathan Maydwell · learnwithmaydwell.com

Document Type: Client Agreement

ROOTED GROWTH CONSULTING

Consulting Engagement Letter

Culture & Learning Audit

This letter confirms the terms of a consulting engagement between Jonathan Maydwell, operating as Rooted Growth Consulting LLC (“Consultant”), and the organization identified in the signature block below (“Client”). Both parties agree to the following terms.

1. Scope of Work

The Consultant will conduct a Culture and Learning Audit as described in the Audit Process Overview provided to the Client before this agreement. The engagement includes:

Stakeholder conversations with 5–8 individuals identified in coordination with the Client

Review of relevant documentation provided by the Client, including learning materials, onboarding documents, and any available performance or LMS data

Diagnostic scoring across six defined domains of organizational learning

A written findings report with domain scores, narrative analysis, prioritized recommendations, and a sequenced roadmap

One 90-minute findings and roadmap conversation with designated Client stakeholders

2. What Is Not Included

The following are outside the scope of this engagement unless separately agreed upon in writing:

Program design, curriculum development, or instructional content creation

Training facilitation or delivery of any kind

Implementation of any recommendations contained in the report

Stakeholder interviews beyond the agreed number

Revisions to the written report after delivery

3. Timeline

The engagement is designed to be completed within three weeks of kickoff. Kickoff begins upon receipt of payment in full. The Consultant will coordinate with the Client to schedule stakeholder conversations at mutually agreeable times. If the Client is unable to provide reasonable access to stakeholders within the agreed window, the timeline adjusts accordingly.

4. Fees and Payment

The fee for this engagement is \$2,500 USD, due in full before work begins. The Consultant will issue an invoice upon execution of this agreement.

Work does not begin until payment is received. If the Client cancels before stakeholder conversations begin, 75% of the fee will be refunded. No refunds are issued once conversations have begun, as the diagnostic work has commenced and time has been allocated.

5. Confidentiality

The Consultant will treat all information shared by the Client — including organizational data, personnel details, and documentation provided — as confidential. Such information will not be shared with any third party without the Client's written permission.

The Client acknowledges that the Consultant may reference this engagement in general terms — such as industry, organization size, and the nature of the work — for the purpose of describing past experience, without identifying the Client by name unless the Client provides explicit written permission.

6. Intellectual Property

The written findings report is the property of the Client upon receipt of full payment.

The Consultant retains ownership of all frameworks, methodologies, scoring instruments, and diagnostic tools used in conducting the audit. The Client may use the report and its findings internally but may not reproduce, sell, or distribute the underlying frameworks or scoring methodology without written permission from the Consultant.

7. Independent Contractor

The Consultant is an independent contractor. This agreement does not create an employment relationship, partnership, or joint venture between the parties. The Consultant is responsible for all applicable taxes on fees received under this agreement.

8. Limitation of Liability

The Consultant's total liability under this agreement shall not exceed the fees paid under it. The Consultant is not responsible for indirect, consequential, or incidental damages arising from decisions made in response to the report. Recommendations are based on information available during the engagement. All implementation decisions rest entirely with the Client.

9. Governing Law

This agreement is governed by the laws of the Commonwealth of Pennsylvania. Any disputes arising from this agreement will be resolved in the courts of Pennsylvania.

10. Entire Agreement

This letter constitutes the entire agreement between the parties regarding this engagement and supersedes any prior discussions or representations. Changes to scope, timeline, or fees must be agreed upon in writing by both parties.

SIGNATURES

By signing below, both parties agree to the terms of this engagement.