

[Date]

[Name of Third-Party Payor/Law Firm]

[Address]

[City, State, Zip Code]

Re: Engagement for Legal Services and Indemnification Payment Agreement

Dear [Name of Contact],

This letter confirms the agreement between [Company Name] (the "Company") and [Law Firm Name] (the "Counsel") regarding the legal representation of [Name of Director/Officer] (the "Indemnitee") in connection with [Description of Matter/Litigation].

1. Scope of Representation

Counsel has been retained to represent the Indemnitee specifically regarding [Brief Description of Legal Matter]. The Company is not the client of Counsel for this specific matter.

2. Payment of Fees and Expenses

Pursuant to the Company's bylaws and the Indemnification Agreement dated [Date], the Company agrees to pay all reasonable attorneys' fees and legal expenses incurred by the Indemnitee in this matter. Invoices should be directed to the Company's Legal Department for processing.

3. Independence of Counsel and Privilege

The Company acknowledges that its payment of fees does not create an attorney-client relationship between the Company and Counsel. Counsel's duty of loyalty and professional judgment remains solely with the Indemnitee. All privileged communications between Counsel and the Indemnitee shall remain confidential and will not be disclosed to the Company without the Indemnitee's express written consent.

4. Undertaking to Repay

The Indemnitee has executed an undertaking to repay any expenses advanced by the Company if it is ultimately determined that the Indemnitee is not entitled to indemnification under applicable law or the Company's governing documents.

5. Conflict of Interest

The Company waives any potential conflict of interest arising solely from its payment of Counsel's fees for the Indemnitee's defense, provided that Counsel continues to act in the best interest of the Indemnitee.

Please acknowledge your acceptance of these terms by signing below.

Sincerely,

[Name of Company Representative]
[Title]
[Company Name]

Acknowledged and Agreed:

For [Law Firm Name]:

Signature: _____

Date: _____

For [Indemnatee Name]:

Signature: _____

Date: _____