

[Date]

[Name of Client]
[Address of Client]

[Name of Third-Party Payer]
[Address of Third-Party Payer]

Re: Engagement for Legal Services and Waiver of Conflict of Interest

Dear [Client Name] and [Payer Name]:

This letter sets forth the terms under which [Law Firm Name] ("the Firm") will represent [Client Name] ("the Client") in connection with [Description of Legal Matter]. We understand that [Payer Name] ("the Payer") has agreed to pay the legal fees and costs incurred by the Client in this matter.

1. Attorney-Client Relationship

The Firm's sole client in this matter is [Client Name]. The Payer is not a client of the Firm. The Firm's professional obligations and duties of loyalty are owed exclusively to the Client.

2. Independence of Judgment

As required by the Rules of Professional Conduct, the Payer's payment of fees will not be permitted to interfere with the Firm's independence of professional judgment or with the attorney-client relationship between the Firm and the Client. All decisions regarding the conduct of the legal matter will be made by the Client and the Firm.

3. Confidentiality

Information relating to the representation of the Client is confidential and protected by attorney-client privilege. The Firm will not disclose confidential information to the Payer unless the Client provides informed consent. The Payer acknowledges that they are not entitled to receive privileged information regarding the strategy or substance of the legal representation.

4. Potential Conflicts of Interest

The Payer and the Client acknowledge that their interests may not be identical. If a conflict arises between the interests of the Client and the Payer, the Firm must prioritize the interests of the Client. If the conflict becomes irreconcilable, the Firm may be required to withdraw from the representation.

5. Payment Terms

The Payer agrees to pay all invoices for legal fees and expenses within [Number] days of receipt. The Client remains ultimately responsible for the payment of all fees if the Payer fails to remit payment.

By signing below, the Client and the Payer acknowledge that they have read this letter, understand its contents, and consent to the arrangement described above.

Sincerely,

[Attorney Name]
[Law Firm Name]

CONSENT AND AGREEMENT

I, [Client Name], have read this letter and consent to [Payer Name] paying my legal fees under the terms stated above.

Signature: _____ Date: _____

I, [Payer Name], have read this letter and agree to pay the legal fees of [Client Name] under the terms stated above. I understand I am not the client in this matter.

Signature: _____ Date: _____