

LETTER OF DIRECTION

To: _____

From: _____

Subject: _____

Re:

This Letter of Direction (the “Letter”) is provided by the undersigned party(ies) (“Principal”) to the recipient named above (“Agent”) pursuant to the terms and conditions set forth herein. The Principal hereby instructs and authorizes the Agent to undertake the actions and transactions described in this Letter, subject to applicable laws and regulations of the United States of America.

1. Authorization

The Principal authorizes the Agent to act on its behalf in connection with the transaction or matter described above and to execute any necessary documents, agreements, or instruments required to carry out these instructions.

2. Scope of Authority

The authority granted herein includes, but is not limited to, communicating with third parties, making arrangements, executing agreements, and performing all acts necessary or incidental to the fulfillment of this Letter.

3. Limitations

The Agent’s authority is strictly limited to the matters delineated in this Letter and does not extend to any other transactions or actions unless expressly authorized in writing by the Principal.

4. Effective Date and Duration

This Letter shall be effective immediately upon execution and shall remain in effect until the completion of the actions specified or until revoked in writing by the Principal.

5. Representations and Warranties

The Principal represents and warrants that it has full legal capacity and authority to grant the power of direction contained herein, and that this Letter is legally binding and enforceable under applicable United States law.

6. Indemnification

The Principal agrees to indemnify, defend, and hold harmless the Agent from any claims, damages, liabilities, or expenses arising out of or related to the actions taken pursuant to this Letter, except in cases of gross negligence or willful misconduct by the Agent.

7. Governing Law

This Letter shall be governed by and construed in accordance with the laws of the United States and the applicable state laws without regard to conflicts of law principles.

8. Severability

If any provision of this Letter is deemed invalid or unenforceable, the remainder of the Letter shall remain in full force and effect.

9. Entire Agreement

This Letter constitutes the entire agreement between the Principal and the Agent regarding the subject matter herein and supersedes all prior understandings or agreements, whether oral or written.

10. Acknowledgment

The Principal acknowledges having read and understood the terms of this Letter and agrees to be bound by its terms.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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