

# INDEMNIFICATION AGREEMENT

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**Date:** [Date]

**Company:** HLPFL Co LLC, a Wyoming limited liability company (the "Company")

**Address:** [Company Address]

**Email:** [Company Email]

**Indemnatee:** [Indemnatee Name] ("Indemnatee")

**Address:** [Indemnatee Address]

**Email:** [Indemnatee Email]

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## 1. INDEMNIFICATION

### 1.1 Right to Indemnification

The Company agrees to indemnify, defend, and hold harmless Indemnatee from and against any and all losses, damages, liabilities, claims, demands, actions, suits, proceedings, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") to which Indemnatee may become subject by reason of the fact that Indemnatee is or was a member, manager, officer, director, or agent of the Company, or is or was serving at the request of the Company as a member, manager, officer, director, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

### 1.2 Scope of Indemnification

Indemnatee shall be entitled to indemnification under this Agreement for any Losses arising out of or related to:

- Any actual or alleged act or omission by Indemnatee in Indemnatee's capacity as a member, manager, officer, director, or agent of the Company;
- Any actual or alleged error or misstatement by Indemnatee in such capacity;
- Any actual or alleged breach of duty by Indemnatee in such capacity;

### 1.3 Standard of Conduct

Indemnitee shall be entitled to indemnification under this Agreement if Indemnitee acted in good faith, with the care of an ordinarily prudent person in a like position, and in a manner Indemnitee reasonably believed to be in the best interests of the Company.

## **2. ADVANCEMENT OF EXPENSES**

### **2.1 Right to Advancement**

The Company shall advance to Indemnitee all expenses (including reasonable attorneys' fees and court costs) incurred by Indemnitee in connection with any proceeding described in Section 1.1 within twenty (20) days after receipt of a written request for advancement.

### **2.2 Conditions for Advancement**

The Indemnitee's right to advancement of expenses shall not be subject to any standard of conduct determination, and no finding or determination that Indemnitee did not meet the applicable standard of conduct shall be required as a condition precedent to the advancement of expenses.

### **2.3 Repayment Obligation**

Indemnitee agrees to repay to the Company any amounts advanced if it is ultimately determined by a court of competent jurisdiction that Indemnitee is not entitled to indemnification under this Agreement. Such repayment shall be made within thirty (30) days of such final determination.

## **3. PROCEDURE FOR INDEMNIFICATION**

### **3.1 Notice of Claim**

Indemnitee shall give the Company prompt written notice of any claim or proceeding for which indemnification is sought under this Agreement. Failure to give such notice shall not relieve the Company from its obligations under this Agreement unless the Company is materially prejudiced by such failure.

### **3.2 Right to Defend**

The Company shall have the right to assume the defense of any claim or proceeding

with counsel of its choice, at the Company's expense. Indemnatee shall have the right to participate in such defense at Indemnatee's own expense with counsel of Indemnatee's choice.

### **3.3 Cooperation**

Indemnatee shall cooperate fully with the Company in the defense of any claim or proceeding, including making available to the Company all documents, records, and information reasonably requested by the Company.

## **4. EXCEPTIONS TO INDEMNIFICATION**

### **4.1 No Indemnification for Certain Actions**

The Company shall not be obligated to indemnify Indemnatee under this Agreement for any Losses arising out of or related to:

- Indemnatee's breach of the Company's Operating Agreement;
- Indemnatee's fraud, willful misconduct, or bad faith;
- Indemnatee's acts or omissions constituting a felony under applicable law;
- Indemnatee's personal profit or advantage not authorized by the Company;

### **4.2 Burden of Proof**

The Company shall have the burden of proving that an exception to indemnification applies.

## **5. INSURANCE**

### **5.1 Right to Maintain Insurance**

The Company shall have the right, but not the obligation, to purchase and maintain insurance on behalf of Indemnatee to cover any losses that may be indemnified under this Agreement.

### **5.2 Insurance as Indemnification**

The existence of such insurance shall not relieve the Company of its indemnification obligations under this Agreement, unless the insurance policy expressly provides that the insurer's obligations are in lieu of the Company's obligations.

## **6. CONTRIBUTION**

### **6.1 Right to Contribution**

If Indemnitee is entitled to indemnification under this Agreement for only a portion of Losses, the Company and Indemnitee shall contribute to the remaining portion of such Losses in proportion to their relative responsibilities for the conduct giving rise to such Losses.

### **6.2 Allocation of Responsibility**

For purposes of Section 6.1, the relative responsibility of the Company and Indemnitee shall be determined by reference to, among other things, whether any action or omission was taken by Indemnitee in bad faith, fraudulently, or with a material degree of negligence or reckless disregard of Indemnitee's duties.

## **7. SURVIVAL OF RIGHTS**

The rights of indemnification and advancement of expenses under this Agreement shall survive the termination of Indemnitee's service as a member, manager, officer, director, or agent of the Company and shall continue for so long as any proceeding or claim may be asserted or pursued against Indemnitee arising out of Indemnitee's service to the Company.

## **8. AMENDMENT AND WAIVER**

### **8.1 Amendment**

This Agreement may be amended only by a written instrument signed by the Company and Indemnitee.

### **8.2 Waiver**

No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of the same provision on any other occasion.

## **9. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable

provision shall be interpreted to give it the maximum effect permitted by law.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

### **10.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

### **10.2 Dispute Resolution**

Any dispute arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Wyoming.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

## **12. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

## **13. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**COMPANY: HLPFL CO LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEMNITEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_  

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**ACKNOWLEDGMENT**

Indemnatee acknowledges that:

- Indemnatee has read and understands this Agreement;
- Indemnatee has had the opportunity to consult with independent legal counsel regarding this Agreement;
- Indemnatee is entering into this Agreement voluntarily and without duress or coercion;

**INDEMNITEE ACKNOWLEDGMENT:**  

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Indemnatee Signature

Date: \_\_\_\_\_