

# CONTRACT AMENDMENT

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This Contract Amendment (this "**Amendment**") is entered into as of [EFFECTIVE DATE] (the "**Amendment Effective Date**") by and between:

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PARTY A ADDRESS] ("**Party A**"); and

[PARTY B LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("**Party B**").

Party A and Party B are each a "**Party**" and together the "**Parties**."

**Recitals.** The Parties are parties to that certain [NAME OF ORIGINAL AGREEMENT] dated [DATE OF ORIGINAL AGREEMENT], as previously amended by [LIST ANY PRIOR AMENDMENTS, OR STATE "no prior amendments"] (collectively, the "**Original Agreement**"). The Parties wish to amend the Original Agreement on the terms set out below. This is Amendment No. [NUMBER] to the Original Agreement. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions and Interpretation

**1.1 Defined terms.** Capitalized terms used but not defined in this Amendment have the meanings given to them in the Original Agreement.

**1.2 References.** From and after the Amendment Effective Date, each reference in the Original Agreement to "this Agreement," "hereunder," "herein," and similar terms means the Original Agreement as amended by this Amendment.

**1.3 Integration into the Original Agreement.** This Amendment forms part of and is governed by the Original Agreement. Except as expressly amended here, all terms of the Original Agreement remain in full force and effect.

## 2. Amendments to the Original Agreement

**2.1 Amended provisions.** The Original Agreement is amended as follows:

- (a) Section [X] is deleted in its entirety and replaced with the following: [NEW TEXT].
- (b) Section [Y] is amended by [adding / deleting] the following text: [TEXT].
- (c) Exhibit [NUMBER] is replaced with the version attached to this Amendment.

**2.2 New provisions.** The following new provision is added to the Original Agreement as Section [NUMBER]: [NEW TEXT].

**2.3 Deleted provisions.** Section [NUMBER] of the Original Agreement is deleted in its entirety and is of no further force or effect from the Amendment Effective Date.

**2.4 No other changes.** Except as expressly set out in this Section 2, no other provision of the Original Agreement is amended, and all other provisions remain unchanged and in full force and effect.

### 3. Effect of Amendment

**3.1 Ratification.** Except as amended by this Amendment, the Parties ratify and confirm the Original Agreement in all respects, and the Original Agreement as amended remains the binding agreement of the Parties.

**3.2 No novation.** This Amendment is not a novation. It does not extinguish or discharge the Original Agreement or any rights or obligations accrued under it before the Amendment Effective Date, except to the extent expressly stated.

**3.3 Survival of accrued rights.** Any right, obligation, or liability that accrued under the Original Agreement before the Amendment Effective Date survives and is unaffected by this Amendment unless this Amendment expressly states otherwise.

**3.4 Continuity of guarantees and security.** Any guarantee, security interest, or other credit support given in connection with the Original Agreement continues to apply to the Original Agreement as amended, and the Parties will obtain any confirmation from the relevant guarantor or security provider that counsel advises is necessary.

### 4. Consideration

**4.1 Mutual consideration.** Each Party acknowledges that the mutual promises in this Amendment, together with the continued performance of the Original Agreement, constitute good and valuable consideration for this Amendment.

**4.2 Additional consideration.** Any additional consideration exchanged in connection with this Amendment is described here: **[DESCRIBE, e.g. one-time payment of [AMOUNT], OR STATE "None"]**.

### 5. Representations and Warranties

**5.1 Authority.** Each Party represents and warrants that it has full power and authority to enter into this Amendment and that the person signing on its behalf is duly authorized to do so.

**5.2 No conflict.** Each Party represents that entering into this Amendment does not violate any other agreement to which it is bound or any applicable law.

**5.3 No default.** Each Party represents that, to its knowledge, no event of default exists under the Original Agreement as of the Amendment Effective Date, except as disclosed in writing to the other Party.

**5.4 Enforceability.** Each Party represents that the Original Agreement as amended is its valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy and equitable principles.

### 6. General Provisions

**6.1 Governing law and venue.** This Amendment is governed by the same governing law as the Original Agreement, namely the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and disputes are subject to the venue and dispute-resolution provisions of the Original Agreement.

**6.2 Assignment.** This Amendment binds and benefits the Parties and their permitted successors and assigns under the Original Agreement and may not be assigned separately from the Original Agreement.

6.3 **Notices.** Notices under this Amendment must be given in the manner required by the Original Agreement.

6.4 **Entire agreement.** The Original Agreement, as amended by this Amendment and any prior amendments listed in the Recitals, is the entire agreement between the Parties on its subject and supersedes prior discussions on the matters it addresses.

6.5 **Further amendment.** This Amendment, and the Original Agreement as amended, may be further amended only by a writing signed by both Parties.

6.6 **Severability and waiver.** If any provision of this Amendment is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver of that or any other provision.

6.7 **Counterparts and electronic signature.** This Amendment may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

## 7. Conflicts and Precedence

7.1 **Precedence.** If a direct conflict exists between a provision of this Amendment and a provision of the Original Agreement, the provision of this Amendment controls to the extent of the conflict, but only with respect to the matters expressly addressed in Section 2.

7.2 **No implied amendment.** No provision of the Original Agreement is amended by implication. Only the changes expressly made in Section 2 take effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the Amendment Effective Date.

### PARTY A

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Title: **[TITLE]**

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

### PARTY B

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Title: **[TITLE]**

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

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