

SIDE LETTER

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] 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 MAIN AGREEMENT, e.g. Master Services Agreement / Stock Purchase Agreement] dated [DATE OF MAIN AGREEMENT] (the "**Main Agreement**"). The Parties wish to supplement, clarify, and in certain respects modify the terms of the Main Agreement as between themselves only, without amending the integrated text of the Main Agreement itself. This Side Letter records terms the Parties have agreed apply to their particular relationship. In consideration of the mutual promises below, the Parties agree as follows.

1. Relationship to the Main Agreement

1.1 Supplemental nature. This Side Letter supplements the Main Agreement. It does not replace the Main Agreement, which remains in full force and effect except as expressly supplemented or modified by this Side Letter.

1.2 Order of precedence. If a direct and irreconcilable conflict exists between a provision of this Side Letter and a provision of the Main Agreement, this Side Letter controls as between the Parties to the extent of the conflict, provided the conflicting provision is identified in Section 2. In all other respects the Main Agreement controls.

1.3 Defined terms. Capitalized terms used but not defined in this Side Letter have the meanings given to them in the Main Agreement.

1.4 No third-party reliance. This Side Letter sets out arrangements personal to the Parties. It is not intended to confer rights on, or be relied upon by, any person who is not a Party, except as expressly stated in Section 7.

2. Supplemental and Modified Terms

2.1 Agreed supplemental terms. The Parties agree to the following terms, which supplement the Main Agreement: [DESCRIBE EACH SUPPLEMENTAL TERM, e.g. "Notwithstanding Section [X] of the Main Agreement, the fee for the first [NUMBER] months shall be [AMOUNT]."]

2.2 Specific modifications. The following provisions of the Main Agreement are modified as between the Parties as follows: (a) Section [X] is modified to read [NEW TEXT OR EFFECT]; (b) Section [Y] is modified to read [NEW TEXT OR EFFECT]. Each modification applies only as between the Parties and only for so long as this

Side Letter remains in effect.

2.3 Items left unchanged. Except for the matters expressly addressed in Sections 2.1 and 2.2, nothing in this Side Letter changes the rights or obligations of the Parties under the Main Agreement.

2.4 Interpretation. This Side Letter is to be read together with the Main Agreement as a single, harmonious arrangement to the greatest extent possible, and the modifications in Section 2.2 are to be applied narrowly to give effect to the Parties' specific intent without disturbing the broader bargain.

3. Conditions and Duration

3.1 Conditions to effectiveness. This Side Letter becomes effective on the Effective Date, subject to the satisfaction (or written waiver) of the following conditions, if any: **[LIST CONDITIONS, OR STATE "None"]**.

3.2 Duration. This Side Letter remains in effect for so long as the Main Agreement remains in effect, unless it is earlier terminated under Section 3.3 or by its own terms.

3.3 Termination. This Side Letter terminates automatically upon termination or expiration of the Main Agreement. Either Party may also terminate this Side Letter on **[NUMBER, e.g. 30]** days' prior written notice if the supplemental terms are no longer required, provided that termination of this Side Letter does not affect the Main Agreement, which continues in accordance with its terms.

3.4 Effect of termination. On termination of this Side Letter, the modifications in Section 2.2 cease to apply and the affected provisions of the Main Agreement are restored to their original effect, except as to rights and obligations that accrued while this Side Letter was in effect.

4. Confidentiality of This Side Letter

4.1 Confidential treatment. The existence and contents of this Side Letter are confidential. Each Party will keep them confidential and will not disclose them to any third party except: (a) to its officers, employees, and professional advisors who need to know and are bound by confidentiality obligations; (b) as required by law, regulation, or court order; or (c) with the other Party's prior written consent.

4.2 Compelled disclosure. If a Party is required by law to disclose this Side Letter, it will, where legally permitted, give the other Party prompt written notice and reasonable cooperation to seek protective treatment.

4.3 No publicity. Neither Party will issue any public statement referencing this Side Letter without the other Party's prior written consent, except as required by law.

5. Representations

5.1 Authority. Each Party represents that it has full power and authority to enter into this Side Letter 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 Side Letter does not violate any other agreement to which it is bound or any applicable law.

5.3 No reliance. Each Party represents that, in entering into this Side Letter, it has not relied on any statement or representation of the other Party that is not expressly set out in this Side Letter or the Main Agreement.

6. General Provisions

6.1 Governing law and venue. This Side Letter is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts

located in [COUNTY, STATE]. If the Main Agreement specifies a different governing law or venue, the Parties should confirm with counsel which applies.

6.2 Assignment. Neither Party may assign this Side Letter separately from the Main Agreement. This Side Letter follows the Main Agreement and passes to any permitted assignee of the Main Agreement.

6.3 Notices. Notices under this Side Letter must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

6.4 Entire agreement; amendment. This Side Letter, together with the Main Agreement, is the entire agreement between the Parties on its subject and supersedes prior discussions on that subject. It may be amended only by a writing signed by both Parties.

6.5 Severability and waiver. If any provision of this Side Letter 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.

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

7. Third-Party Beneficiaries

7.1 General rule. Except as expressly stated in Section 7.2, this Side Letter does not create any rights in, or obligations to, any person who is not a Party.

7.2 Named beneficiaries. The following persons, if any, are intended third-party beneficiaries of the specified provisions and may enforce them: [NAME AND PROVISION, OR STATE "None"].

IN WITNESS WHEREOF, the Parties have executed this Side Letter as of the Effective Date.

PARTY A

PARTY B

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.