

STANDSTILL AGREEMENT

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

[CREDITOR / CLAIMANT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (the "**Creditor**"); and

[DEBTOR / COUNTERPARTY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (the "**Counterparty**").

The Creditor and the Counterparty are each a "**Party**" and together the "**Parties**."

Recitals. The Creditor asserts that it holds certain rights, claims, or remedies against the Counterparty arising under [NAME OF UNDERLYING AGREEMENT, INSTRUMENT, OR RELATIONSHIP, e.g. a Loan Agreement dated [DATE]] (the "**Underlying Obligations**"). One or more events of default, breaches, or disputed matters may exist or be alleged in respect of the Underlying Obligations (collectively, the "**Specified Matters**"). The Parties wish to pause the exercise of the Creditor's enforcement rights for a limited period so they can negotiate in good faith toward a resolution, restructuring, or forbearance, without prejudice to their respective positions. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Defined terms. Capitalized terms used but not defined in this Agreement have the meanings given to them in the documents evidencing the Underlying Obligations.

1.2 Enforcement Action. "**Enforcement Action**" means any action to: (a) accelerate, demand, sue on, or collect the Underlying Obligations; (b) exercise any right of set-off; (c) foreclose on, repossess, or dispose of any collateral or security; (d) file or join any insolvency, bankruptcy, or receivership proceeding against the Counterparty; or (e) exercise any other right or remedy arising from the Specified Matters.

1.3 Standstill Period. "**Standstill Period**" means the period described in Section 2.1, as it may be extended or terminated under this Agreement.

2. Standstill Period

2.1 Duration. The Standstill Period begins on the Effective Date and continues until the earliest of: (a) [DATE] (the "**Outside Date**"); (b) the date the Standstill Period terminates early under Section 5; or (c) the date the Parties agree in writing to terminate it.

2.2 Extension. The Parties may extend the Standstill Period only by a writing signed by both Parties. No extension is implied by negotiation, partial performance, or the passage of the Outside Date.

2.3 No automatic renewal. The Standstill Period does not renew automatically. On expiration, the Creditor's rights and remedies are fully restored except as to matters already resolved in writing.

3. Creditor's Standstill Undertaking

3.1 Forbearance. During the Standstill Period, the Creditor will not commence, continue, or take any Enforcement Action in respect of the Specified Matters, except as permitted by Section 3.3.

3.2 Reservation of rights. The Creditor's forbearance is temporary and limited. The Creditor does not waive, release, or impair any right, claim, or remedy in respect of the Underlying Obligations or the Specified Matters, all of which are expressly reserved and survive the Standstill Period.

3.3 Permitted protective actions. Nothing in this Agreement prevents the Creditor from taking any action reasonably necessary to: (a) preserve or perfect its rights, claims, security interests, or the value of any collateral; (b) toll or preserve a limitations period; (c) respond to any insolvency or enforcement proceeding commenced by a third party; or (d) comply with applicable law or a court order.

3.4 No new credit. This Agreement does not obligate the Creditor to advance any new credit, extend additional time beyond the Standstill Period, or restructure the Underlying Obligations. Any such arrangement requires a separate written agreement.

4. Counterparty's Covenants and Acknowledgments

4.1 Acknowledgment of obligations. The Counterparty acknowledges that the Underlying Obligations are valid and binding, subject to any defenses expressly reserved in writing, and that this Agreement is not a novation, satisfaction, or discharge of the Underlying Obligations.

4.2 No prejudice; tolling. The Parties agree that any applicable limitations period, notice-and-cure period, or similar deadline relating to the Specified Matters is tolled and suspended during the Standstill Period, and that neither the Creditor's forbearance nor the passage of time during the Standstill Period gives rise to any defense of waiver, laches, estoppel, or course of dealing.

4.3 Good-faith negotiation. During the Standstill Period, the Counterparty will negotiate in good faith toward a resolution and will provide the financial and other information the Creditor reasonably requests, subject to Section 6.

4.4 Status quo covenants. During the Standstill Period, the Counterparty will not, without the Creditor's prior written consent: (a) transfer, encumber, or dispose of material assets outside the ordinary course; (b) make any payment or distribution to equity holders or affiliates outside the ordinary course; (c) grant any new lien or security interest that would impair the Creditor's position; or (d) take any action that would prejudice the Creditor's rights in respect of the Specified Matters.

4.5 Notice of adverse events. The Counterparty will promptly notify the Creditor in writing of any material adverse change, any new default, or any Enforcement Action or insolvency proceeding threatened or commenced by a third party.

5. Early Termination

5.1 Termination events. The Standstill Period terminates immediately, and the Creditor may resume any Enforcement Action without further notice, upon any of the following: (a) any breach by the Counterparty of this Agreement; (b) any new event of default under the Underlying Obligations arising after the Effective Date; (c) any representation in this Agreement proving to have been untrue in a material respect when made; (d) the

commencement of any insolvency, bankruptcy, or receivership proceeding by or against the Counterparty; or (e) any event the Parties specify here: **[LIST ANY ADDITIONAL TERMINATION EVENTS, OR STATE "None"]**.

5.2 Effect of termination. On termination of the Standstill Period, the Creditor's rights and remedies are immediately and fully restored as if this Agreement had not been entered into, except as to matters expressly resolved in writing, and the tolling in Section 4.2 ends without reviving any time that elapsed during the Standstill Period.

6. Without Prejudice; Confidentiality

6.1 Without prejudice. All negotiations, communications, and exchanges of information under this Agreement are made on a without-prejudice and settlement-privileged basis to the fullest extent permitted by law and may not be used as evidence of liability by either Party.

6.2 Confidentiality. The existence and terms of this Agreement and all non-public information exchanged under it are confidential, and neither Party will disclose them except: (a) to its officers, advisors, and lenders who need to know and are bound by confidentiality; (b) as required by law, regulation, or court order; or (c) with the other Party's written consent.

7. Representations and Warranties

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

7.2 No additional defaults. The Counterparty represents that, other than the Specified Matters, no other event of default under the Underlying Obligations exists or is continuing as of the Effective Date, except as disclosed in writing.

7.3 No reliance. Each Party represents that it has had the opportunity to consult counsel and has not relied on any representation of the other Party not expressly set out in this Agreement.

8. General Provisions

8.1 Governing law and venue. This Agreement 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]**.

8.2 Relationship to Underlying Obligations. Except as expressly provided here, this Agreement does not amend the documents evidencing the Underlying Obligations, which remain in full force and effect. In a conflict, those documents control except as to the standstill arrangements expressly addressed in this Agreement.

8.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that the Creditor may assign together with an assignment of the Underlying Obligations on written notice.

8.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Entire agreement; amendment. This Agreement is the entire agreement of the Parties on its subject and supersedes prior discussions on that subject. It may be amended or extended only by a writing signed by both Parties.

8.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

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

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

CREDITOR

COUNTERPARTY

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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