

SIDE LETTER AGREEMENT

Parties: _____

Background:

This Side Letter Agreement (the "Agreement") is made between the parties identified above and forms part of and is intended to supplement the primary agreement between the parties. The parties agree as follows:

1. Purpose

The purpose of this Agreement is to record certain understandings and commitments between the parties, which are supplemental to the main contract. This Agreement shall be read in conjunction with the main contract and not in substitution.

2. Applicability

This Agreement applies solely to the matters expressly set out herein and does not supersede or amend any other provisions of the main contract unless expressly stated.

3. Confidentiality

The parties shall keep the terms and existence of this Agreement confidential and shall not disclose any information to third parties without prior written consent, except as required by law or regulation.

4. Compliance with Law

Each party agrees to comply with all applicable laws, regulations, and codes of practice applicable in the United Kingdom in relation to this Agreement.

5. No Waiver

No failure, delay, or omission by either party in exercising any right, power, or remedy shall operate as a waiver thereof.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

7. Amendments

Any amendment or variation to this Agreement must be in writing and signed by both parties.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising from this Agreement.

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

10. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall

continue in full force and effect.

11. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by pre-paid first-class post or recorded delivery, or by email to the addresses set out in the main contract or as otherwise notified in writing.

12. Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

13. Liability

Neither party excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded or limited by law.

14. Execution

The parties confirm that they have the full power and authority to enter into and perform this Agreement.

15. Interpretation

Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa unless the context requires otherwise.

16. Definitions

Terms used in this Agreement shall have the meanings given to them in the main contract unless otherwise defined herein.

17. Further Assurance

Each party agrees to execute and deliver such further documents and do such further acts as may be necessary to give full effect to this Agreement.

18. No Third-Party Rights

Save as expressly provided, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

19. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil commotion, strikes, or governmental actions.

20. Execution and Delivery

This Agreement shall be executed and delivered by duly authorised representatives of the parties.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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