





























Sectors	Conversation	Clauses
		<p>1. How many various ways we can enhance it so sufficiently update it upon the clause? (Provide number)</p> <p>2. Do you need to write new sentences to sufficiently update the clause with the identifier word(s)? (Yes / No)</p> <p>3. How many risks can you identify in the conversation and the case? (Provide number)</p> <p>4. What is the main risk you are able to identify? (Point risk)</p> <p>5. What is the main risk source for the main risk identified? (Name risk source)</p> <p>6. What is the main proactive control for the main risk identified? (Name proactive controls)</p> <p>7. What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide numbers from 1 to 10)</p> <p>8. What is the main consequence for the main risk you identified? (Name consequences)</p> <p>9. What is the main reactive control for the main risk identified? (Name reactive controls)</p> <p>10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide numbers from 1 to 10)</p>
DJ Cap on Liability	<p>Alex [Proactive/Risks]: Hi Sara, I wanted to discuss the limitation of liability clause; specifically, the part about excluding certain types of damages – general, incidental or consequential damages. There's also some concern about the scope.</p> <p>Sara Lewis [Future/Liability]: Hi Alex, sure. What are your concerns regarding this clause?</p> <p>Alex [Proactive/Risks]: Well, contractually with the exclusion generally, but we want to make sure that the clause doesn't limit our ability to claim damages for direct breaches that could cause significant loss.</p> <p>Sara [Future/Liability]: I understand. The intention here is to prevent claims for damages that are not directly caused by the actual breach or failure. However, we do discuss how to handle clauses that are directly related to core obligations of the contract.</p> <p>Alex [Proactive/Risks]: That sounds reasonable. For example, if there is a direct breach that results in significant losses due to us, we want to ensure that we're not precluded from recovering those damages. Can we clarify that the clause still applies to damages that are less indirect or consequential?</p> <p>Sara [Future/Liability]: Yes, we can specify that the clause is intended to cover damages that are not a direct result of the breach. We'll ensure that direct damages related to fundamental contractual breaches are excluded from the limitation.</p> <p>Alex [Proactive/Risks]: Great, also, could we add a provision for exceptions where statutory or regulatory requirements might mandate coverage beyond these limits?</p> <p>Sara [Future/Liability]: Absolutely. This way includes an exception for cases where the law requires certain damages to be covered regardless of the agreement's terms.</p> <p>Alex [Proactive/Risks]: Perfect. Lastly, would we consider a cap on the amount of damages that could be claimed, even if it's a direct breach?</p> <p>Sara [Future/Liability]: A cap could be a good idea, but it should be measurable and reflect the scale of potential damages. We can discuss specific levels if you have any numbers in mind.</p> <p>Alex [Proactive/Risks]: We'll need to propose some figures, but that's a good starting point. Once we agree on the cap, we can finalize the clause.</p> <p>Sara [Future/Liability]: Sounds good. I'll update the clause to reflect these points and send it over for your review.</p> <p>Alex [Proactive/Risks]: Thanks, Sara. I look forward to seeing the revised draft.</p> <p>Sara [Future/Liability]: You're welcome, Alex.</p>	<p>NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ECONOMIC DAMAGES OF ANY KIND AND/OR LOSS THAT MAY BE INCURRED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.</p> <p>(Page 10)</p>