





Section	Conversation	Clause	1. How many variables do you identify in the conversation to update the clause? (Provide number)	2. Do you need to write new sentences to sufficiently update the clause with the identified content? (Yes/No)	3. How many risks can you identify in the conversation and the clause? (Provide number)	4. What is the main risk you are able to identify? (Provide risk source)	5. What is the main risk score for the main risk you identified? (Provide risk score)	6. What is the main proactive control for the main risk you identified? (Provide proactive control)	7. What is the probability for the main risk source you identified to occur from 1 (lowest) to 10 (highest)? (Provide number from 1 to 10)	8. What is the main consequence for the main risk you identified? (Provide consequence)	9. What is the main reactive control for the main risk you identified? (Provide reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10 (highest)? (Provide number from 1 to 10)
8. Liquidated Damages	AR: Good morning, John. Thanks for meeting with us today. We need to discuss the clause on Page 20 regarding the penalty for violating the article, which stipulates that the violator party shall pay the equivalent of fifteen months' gross salary of the respective employee. BS: Good morning, Jane. I understand the need for a penalty clause to ensure compliance, but we do have some concerns about the clause. How do you propose we address the clause without causing harm to the employee? AR: I appreciate your concern. The equivalent monthly gross salary figure is intended to serve as a strong deterrent against violations. It is crucial for us to have a significant penalty to emphasize the importance of the clause. How do you propose we address the clause without causing harm to the employee? BS: We agree that there should be a substantial penalty to deter violations, but we believe a more reasonable figure would be sufficient. We propose reducing the penalty to twice monthly gross salary. This still represents a significant amount but is less burdensome. AR: Twelve monthly gross salary is a considerable reduction from our initial proposal. We need to ensure that the penalty is sufficient to cover any potential damages and to act as a strong deterrent. Could we consider a middle ground, perhaps between six and twelve months' gross salary? BS: Fifteen months is closer to what we can accept, but we are still concerned about the financial implications. To make the most manageable, could we also include a provision that allows for mediation before the penalty is enforced, potentially reducing the final amount considerably. AR: Including a mediation step before enforcing the penalty is a good idea. It provides an opportunity to resolve disputes amicably and may prevent the need for such a high penalty. We can agree to this as long as the mediation process is swift and doesn't delay the penalty. BS: Agreed. We can outline a clear and expedited mediation process, with a specified timeframe for resolution, say within 30 days. This ensures that both parties address the issue promptly. Additionally, we'll do to ensure that the penalty is only applied in cases of intentional and significant violations, not minor or inadvertent breaches. AR: We can define the scope of violations more clearly to distinguish between significant and minor breaches. The penalty should apply to intentional and significant violations, and we can establish criteria for what constitutes such breaches. This should provide clarity and fairness in enforcement. BS: Thank for. We also want to ensure that the calculation of the gross salary is clear and based on the employee's current salary at the time of the violation, to avoid any ambiguity. AR: We can include language to specify that the gross salary calculation will be based on the employee's salary at the time of the violation. To summarize, we agree on a penalty of fifteen months' gross salary, with an expedited mediation process, application only to intentional and significant violations, and clear criteria for when the penalty is applied. BS: That captures our agreement accurately. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, Jane.	In case of violation of this article, the Party shall pay to the other Party an equivalent of fifteen (15) months gross salary of the respective employee (Page 20)	1	No	1	Party that pay to the other Party an equivalent of fifteen (15) months gross salary of the respective employee (Page 20)						
9. Minimum Compensation	AR: Thank you, John. I'm glad we could reach a mutually agreeable solution. Let's move forward with finalizing the details and incorporating them into the agreement. BS: Good morning, Jane. Thanks for joining us today. We need to discuss the clause on Page 8, which relates to the minimum compensation for the employee in the event of a termination of the term. Our goal is to provide fair and reasonable compensation for the employee's service during the term. AR: Good morning, Jane. We appreciate the clause's intention to provide the employee with the service. However, maintaining a consistent level of compensation for the employee throughout the term is quite demanding, especially if these include our most popular content. BS: I understand the challenge. The idea is to ensure the employee's compensation is aligned and engage them effectively. How many programs do you think would be sustainable while still achieving promotional impact? BS: We believe that offering the programs at a low level would be more manageable. This still provides a substantial benefit to the employee, but it's more realistic. We can agree to this as long as the programs are clearly defined and the compensation is aligned with the employee's service. Additionally, rotating these programs every quarter could keep the content fresh and engaging for the user. BS: Reducing the number to five is a significant change, but the concept of rotating programs quarterly is appealing. We could agree to that if we ensure that the selected programs are a good mix of popular and new content to maximize user interest and engagement. BS: Agreed. We can ensure that each selection includes both popular and new programs. To further support the promotion, we're willing to provide additional marketing efforts for these programs on our platform, such as featuring them prominently, using banner ads, and promoting them on social media. BS: Additional marketing support would certainly help maintain the visibility and attractiveness of the Promotional Programs. In return, we would like to request detailed quarterly reports on the performance and user engagement of these programs. This data will help us gauge the effectiveness of the promotion and make any necessary adjustments. BS: Providing quarterly performance reports is reasonable. We can include metrics such as new users, user feedback, and engagement rates. We also want the flexibility to replace any underperforming programs with new ones during the quarter to ensure we're keeping the offerings compelling. BS: Flexibility in replacing underperforming programs makes sense. I assume that the Promotional Programs aren't effective in driving users. We can agree to this as long as any replacements are mutually agreed upon to ensure the quality and relevance of the content. BS: That sounds fair. To summarize, we'll provide five Promotional Programs on a five-item basis at all times, rotate these programs quarterly, ensure a mix of popular and new content, offer additional marketing support, provide quarterly performance reports, and allow for mutually agreed replacement of underperforming programs. BS: That captures our agreement well. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John.	Licensee shall make available to Program, on a five (5) item basis at all times during the Term, not less than ten (10) Licensed Programs, at all times during the Term, such as: Licensed Programs and the BCD Service to promote the Licensed Programs and the BCD Service (Page 1)	1	No	1	Licensee shall make available to Program, on a five (5) item basis at all times during the Term, not less than ten (10) Licensed Programs at all times during the Term, such as: Licensed Programs and the BCD Service to promote the Licensed Programs and the BCD Service (Page 1)						
10. Most Favored Nation	AR: Good morning, John. Thanks for joining us today. We need to discuss the clause on Page 3 regarding the requirement of "The greater" (AR's) and "The lesser" (BS's) terms. BS: Good morning, Jane. I understand the need for this clause, but we have some concerns about its potential impact. Adjusting the "The greater" (AR's) term to be more flexible and allow for more significant changes, which might affect our marketing and promotional strategies. BS: I see your point. Our intention is to ensure that both parties remain competitive with any third-party agreements, but we also want to avoid any undue disruption. How do you propose we address our concerns while maintaining competitiveness? BS: One way to address this could be to include a notification and consultation process. If a third-party license becomes more favorable, we should notify each other and discuss the impact of the "The greater" (AR's) term in a way that minimizes disruption. This would give us a chance to plan and adapt our strategies accordingly. BS: A notification and consultation process sounds reasonable. We can agree to notify each other within a specific timeframe, say 15 business days, after becoming aware of any third-party license changes. Then, we can hold a meeting to discuss the necessary adjustments. BS: That works for us. Additionally, we propose including a grace period before the new terms take effect. This would give us some buffer time to adjust our operations. Perhaps a 30-day grace period would be appropriate? BS: A 30-day grace period would provide sufficient time to make necessary adjustments without causing disruption. We can agree to that. Furthermore, we should clarify that any adjustments will be made proportionally to the new terms imposed by a third party to ensure fairness. BS: Proportional adjustments are fair and ensure that neither party is disproportionately affected. We should also document the reasons for the adjustments and keep a record of the third-party license changes to ensure transparency. BS: Agreed. We can include a clause that requires both parties to document the adjustments and the underlying reasons, as well as the third-party license details. This will help ensure clarity and transparency. BS: Excellent. To summarize, we'll establish a notification and consultation process within 15 business days of becoming aware of any third-party license changes, implement a 30-day grace period before the new terms take effect, make proportional adjustments, and document the reasons and third-party requirements. BS: That captures our agreement accurately. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John.	If for any reason, AR's and BS's are subject to "The greater" (AR's) and "The lesser" (BS's) terms, by any third party license, the license shall be adjusted to comply with any such license(s). (Page 3)	1	No	1	If for any reason, AR's and BS's are subject to "The greater" (AR's) and "The lesser" (BS's) terms, by any third party license, the license shall be adjusted to comply with any such license(s). (Page 3)						
11. No Debit of Expenses	AR: Good morning, John. Thanks for meeting with us today. We need to discuss the clause on Page 11 regarding the requirement of "The greater" (AR's) and "The lesser" (BS's) terms. BS: Good morning, Jane. I understand the need for this clause, but we have some concerns about its potential impact. Adjusting the "The greater" (AR's) term to be more flexible and allow for more significant changes, which might affect our marketing and promotional strategies. BS: I see your point. Our intention is to ensure that both parties remain competitive with any third-party agreements, but we also want to avoid any undue disruption. How do you propose we address our concerns while maintaining competitiveness? BS: One way to address this could be to include a notification and consultation process. If a third-party license becomes more favorable, we should notify each other and discuss the impact of the "The greater" (AR's) term in a way that minimizes disruption. This would give us a chance to plan and adapt our strategies accordingly. BS: A notification and consultation process sounds reasonable. We can agree to notify each other within a specific timeframe, say 15 business days, after becoming aware of any third-party license changes. Then, we can hold a meeting to discuss the necessary adjustments. BS: That works for us. Additionally, we propose including a grace period before the new terms take effect. This would give us some buffer time to adjust our operations. Perhaps a 30-day grace period would be appropriate? BS: A 30-day grace period would provide sufficient time to make necessary adjustments without causing disruption. We can agree to that. Furthermore, we should clarify that any adjustments will be made proportionally to the new terms imposed by a third party to ensure fairness. BS: Proportional adjustments are fair and ensure that neither party is disproportionately affected. We should also document the reasons for the adjustments and keep a record of the third-party license changes to ensure transparency. BS: Agreed. We can include a clause that requires both parties to document the adjustments and the underlying reasons, as well as the third-party license details. This will help ensure clarity and transparency. BS: Excellent. To summarize, we'll establish a notification and consultation process within 15 business days of becoming aware of any third-party license changes, implement a 30-day grace period before the new terms take effect, make proportional adjustments, and document the reasons and third-party requirements. BS: That captures our agreement accurately. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John.	The Controller and the Customer will not be allowed to employ any other party, directly or indirectly, for one (1) year from the date the employee has ceased to be employed by the other party. (Page 11)	1	No	1	The Controller and the Customer will not be allowed to employ any other party, directly or indirectly, for one (1) year from the date the employee has ceased to be employed by the other party. (Page 11)						

















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Section	Commentation	Clauses
		<p>1. How many variants you identify in the commentation to update 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? (Describe risk)</p> <p>5. What is the main risk source for the main risk you identified? (Name risk source)</p> <p>6. What is the main proactive control for the main risk you 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 number 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 you 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 number from 1 to 10)</p>
D5 Cap on Liability	<p>Alex [Proactive/Risks]: Hi Sam, I wanted to discuss the limitation of liability clause, specifically the part about excluding indirect, special, incidental, consequential or exemplary damages. There is also a sentence about the.</p> <p>Sara Lewis [Future/Liability]: Hi Alex, sure. What are your concerns regarding this clause?</p> <p>Alex [Proactive/Risks]: When confronted with the exclusion generally, but we want to make sure that the clause doesn't prevent us from being able 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 can discuss how to handle claims that are directly related to our obligations at the contract.</p> <p>Alex [Proactive/Risks]: That sounds reasonable. For example, if there is a direct breach that results in significant business loss, 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 truly 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 contract 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 limit 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>(Page 12) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.</p>