

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 number)	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 10 regarding the penalty for violating the article, which stipulates that the violator party shall pay the equivalent of gross monthly 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 this while still ensuring a fair and equitable process for the employee? AR: I appreciate your concern. The employee's 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 this while still ensuring a fair and equitable process? 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 twelve-month gross salary. This still represents a significant amount but is less burdensome. AR: Twelve-month 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 twelve and 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 time before enforcement is initiated? 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-month gross salary, with an expedited mediation process, application only to intentional and significant violations, and clear criteria for salary calculation. 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 amount equal to fifteen (15) months gross salary of the respective employee.	1	Yes	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1
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 9, which relates to the minimum compensation for the employee to work for the employer. Our goal is to provide fair and reasonable compensation for the employee's services. AR: Good morning, Jane. We appreciate the clause's intention to provide the employee and the services. However, maintaining a consistent standard of the program for the employee's term is quite demanding, especially if these include our most popular content. BS: I understand the challenge. The idea is to ensure the Promotional Program to attract and engage users 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 will provide a sustainable model for the employer to provide without overloading the resources. Additionally, rotating these programs every quarter could keep the content fresh and engaging for users. AR: 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 content is 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. AR: Additional marketing support would certainly help maintain the visibility and attractiveness of the Promotional Program. In return, we would like to receive 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 user counts, user feedback, and engagement rates. We also want the flexibility to replace any underperforming programs with new ones during the quarter to ensure we keep the offerings compelling. AR: Flexibility in replacing underperforming programs makes sense. I assume that the Promotional Program doesn't affect in draining 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 Licensed Programs on a best first 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. AR: 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 Employer, on a best first basis and at no cost to Employer, not less than five (5) Licensed Programs at all times during the term such. Authorized Programs for distribution and addition on the RCD Service to promote the Licensed Programs and the RCD Service. (Page 9)	1	Yes	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	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 employment of "The good" (John) (Father) (Mother) (TL) as subject to lower limits imposed by any third party losses. This clause is crucial for us to ensure compliance with our third-party agreements. BS: Good morning, Jane. I understand the need for this clause, but we have some concerns about its potential impact. Adjusting the "best good" limits based on third-party losses could lead to unpredictable changes, which might affect our marketing and promotional strategies. AR: I see your point. Our intention is to ensure that both parties remain compliant with any third-party agreements, but we also want to avoid any undue disruptions. How do you propose we address our concerns while maintaining compliance? TLR: One way to address this could be to include a notification and consultation process. If a third party losses become known to us, we should notify each other and discuss the impact of the "best good" limits in a way that minimizes disruption. This would give us a chance to plan and adapt our strategies accordingly. AR: 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 losses or changes. Then, we can hold a meeting to discuss the necessary adjustments. TLR: That works for us. Additionally, our program includes a grace period before the new limits take effect. This would give us some buffer time to adjust our operations. Perhaps a 30-day grace period would be appropriate? AR: A 30-day grace period would provide sufficient time to make necessary adjustments without causing any undue disruption. We can agree to that. Furthermore, we should clarify that any adjustments will be made proportionally to the new limits imposed by the third party to ensure fairness. TLR: 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 losses to ensure transparency in our decision-making. AR: Agreed. We can include a clause that requires both parties to document the adjustments and the underlying reasons, as well as the third-party losses details. This will help ensure clarity and transparency. TLR: Excellent. To summarize, we'll establish a notification and consultation process within 15 business days of becoming aware of any third-party losses. Changes implement a 30-day grace period before the new limits 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.	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 3)	1	Yes	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1
11. No Solicit of Employees	AR: Good morning, John. Thanks for meeting with us today. We need to discuss the clause on Page 11 regarding the restriction on employing each other's employees for any purpose other than to assist the employer. This is important to us to protect our workforce stability. BS: Good morning, Jane. I understand the restriction, but we do have some concerns about its practicality and fairness, especially in cases where employees have voluntarily and seek employment independently. AR: I see where you're coming from. Our primary concern is to prevent poaching, which could disrupt our operations. How do you propose we address situations where employees leave voluntarily? BS: One way to handle this could be to include an exception for employees who actively seek positions or those who leave without any notification or encouragement from the other party. This would protect both parties from unfair practices while allowing individuals to pursue their career paths. AR: That's a reasonable suggestion. We can agree to an exception for employees who initiate their own departure without any encouragement or solicitation to prevent any misunderstandings. BS: Agreed. We can define solicitation to include direct or indirect efforts to recruit the targeted job offers to encourage them to leave voluntarily. Additionally, we could establish a notification period where employees are required to provide a 30-day notice before seeking employment elsewhere. AR: A notification period would be helpful. We should also specify that this clause applies to both employees or those who access to sensitive information, as they pose a higher risk if employed by the other party shortly after leaving. BS: Narrowing it down to key employees makes sense. We can agree to this clause applying to employees who have access to sensitive or proprietary information. This way, the restriction is more targeted and less disruptive to general hiring practices. AR: That's a fair compromise. To ensure compliance, we should also include a provision for mutual cooperation in investigations or enforcement of this clause. This would help us maintain the integrity of our workforce. BS: Including a cooperation provision is a good idea. It ensures that both parties are committed to upholding the clause and resolving any disputes amicably. To summarize, we'll allow exceptions for employees who leave voluntarily or those who seek employment elsewhere, establish a notification period, and include a mutual cooperation provision. AR: 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.	The Controller and the Customer will not be allowed to employ employees of the other party, directly or indirectly, for one (1) year from the date the employee last ceased to be employed by the other party. (Page 11)	1	Yes	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1	For any reason, integrity and TL are subject to "best good" limits by any third party losses, the financial shall be adjusted to comply with any third parties (Page 1)	1

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12	Non-Disparagement	ER: Good morning, John. Thanks for meeting today to discuss the clause on Page 2 regarding the Non-Disparagement. I'm glad we could find a mutually beneficial solution. Let's proceed with finalizing the details and incorporating them into the agreement. JDR: Good morning, Jane. We understood the importance of this clause, but we have some concerns about the subjective nature of certain key terms: "disparage," "written," "trademark." These could lead to disagreements in what constitutes a violation. ER: I see your point. Our goal is to ensure that the Distributor's actions align with our values and public image. How do you propose we address the potential for subjective interpretation while still protecting our interests? JDR: One way to handle this is to establish more concrete guidelines or examples of actions that would be considered harmful. This would provide clarity and help prevent misunderstandings. Additionally, we could implement a process for discussing and resolving any concerns that arise regarding potential violations. ER: Concrete guidelines could be helpful. We can agree to outline specific examples of harmful actions, such as engaging in unethical business practices or making false public statements about Eversure. As for the resolution process, what do you suggest? JDR: We propose a tiered approach. First, if Eversure believes an action is harmful, we should have a formal discussion to understand the issue. If the matter isn't resolved, we could escalate it to a resolution process before taking any further action. This ensures fair handling of any disputes. ER: A tiered approach is reasonable. It provides a structured way to address concerns and resolve them amicably. We can specify a timeline for each step to ensure timely resolution. For example, a formal discussion within 10 business days of raising the concern and mediation within 30 days if needed. JDR: That timeframe works for us. Additionally, we'd like to include a clause ensuring that any measures taken are proportionate to the violation. This prevents overly harsh penalties for minor infractions. ER: Proportionate measures are key. We can agree that any actions taken in response to a violation will be appropriate to the severity of the issue. To summarize, we'll include concrete guidelines on harmful actions, establish a tiered resolution process with specified timelines, and ensure proportionate measures. JDR: 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, Jane.	Distributor shall not do anything to disparage or harm Eversure's honor, goodwill, or reputation. This includes, but is not limited to, making false or misleading statements, engaging in unethical business practices, or using Eversure's trademarks without permission. (Page 2)	1	No	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1
13	Post-Termination Services	ER: Thank you, John. I'm glad we could find a mutually beneficial solution. Let's proceed with finalizing the details and incorporating them into the agreement. JDR: Good morning, Jane. Thanks for meeting with us today. We need to discuss the clause on Page 22 regarding the maintenance of books, records, and accounts for at least three years following the termination or expiration of the Agreement. This clause is essential for ensuring proper documentation and accountability. JDR: Good morning, Jane. We understand the need for maintaining records, but we have some concerns about the practicality of keeping these records for three years, especially if there are no disputes. JDR: I understand your concern. Our goal is to ensure we have access to necessary information in case any issues arise after the agreement ends. How do you suggest we balance the need for record-keeping with your concerns? JDR: One way to address this is by specifying what types of records need to be maintained. This could limit the scope to only the most critical documents, reducing the burden. Additionally, we could consider reducing the retention period if there are no disputes within a certain timeframe after the agreement ends. JDR: Specifying the types of records is a good idea. We can agree to limit this to financial records, transaction documents, and any communications related to the agreement. As for the retention period, how much time do you think would be reasonable before we can reduce it? JDR: We believe that if there are no disputes within the first 12 months after the agreement ends, the requirement to maintain records should be reduced from three years to 18 months. This way, we still have a significant period for potential issues to arise, but it's less burdensome in the long run. JDR: That's a fair proposal. We'll agree to 18 months after the first 12 months after the agreement ends. We ensure we cover all potential issues. We should also include a clause that allows for an extension of the retention period if any disputes do arise within those first 12 months. JDR: An extension clause in the event of disputes is fair. This ensures that both parties are protected. We'll agree on a retention period, and either party believes there might be a need to extend the retention period due to a potential issue. JDR: A resolution process adds another layer of protection and transparency. We can specify that both parties must notify the other within 30 days of identifying a potential issue that might require maintaining the records beyond the agreed period. To summarize, we'll specify the types of records to maintain, reduce the retention period to 18 months if no disputes arise within 12 months, include an extension clause for disputes, and establish a resolution process. JDR: That sounds comprehensive and fair. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, Jane.	Each books, records and accounts will be maintained for a period of least three (3) years following the termination or expiration of the Agreement, provided that there are no disputes arising within the first 12 months after the termination of the Agreement. (Page 22)	1	No	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1
14	Pricing Flexibility	ER: Thank you, John. I'm glad we could find a mutually beneficial solution. Let's move forward with finalizing the details and incorporating them into the agreement. JDR: Good morning, Jane. Thanks for joining us today. We need to discuss the clause on Page 1 regarding the maintenance term for one year periods, with fee adjustments proposed to balance our second (2), given at least 60 days' notice. We have some concerns about the clause. JDR: Good morning, Jane. We're open to discussing this clause. Can you elaborate on your concerns? JDR: Our main concern is the 5% cap on fee adjustments. While we understand the need for flexibility in pricing, a flat cap might not always reflect market conditions or changes in the cost of providing our services. We're looking for a solution that balances profitability for us with fairness to you. JDR: I see your point. We included the 5% cap to provide you with some level of cost predictability. Should you be open to a more adjustment mechanism, where the cap could vary based on certain predefined conditions, such as significant changes in market indices or operational costs? JDR: A tiered mechanism could work, but we'd need clear criteria for when different caps apply. For instance, we could agree to a base cap of 5%, but allow for a higher cap if certain conditions, such as inflation rates or significant cost increases in specific areas, are met. How does that sound? JDR: That sounds reasonable. We could use an industry standard index to determine inflation rates or cost increases. For example, if the annual inflation rate exceeds 3%, we could allow for a cap adjustment up to 7%. We should also establish a process for reviewing and agreeing on these adjustments to ensure transparency. JDR: Using an industry standard index makes sense. We could agree on a reputable source, like the Consumer Price Index (CPI), for measuring inflation. Additionally, we can schedule a meeting at least 30 days before the renewal date to discuss any proposed adjustments and review the relevant data. JDR: Agreeing a meeting 30 days before the renewal date would provide enough time for both parties to prepare and review the data. We should also include a clause that allows for an adjustment of the cap if there are extraordinary circumstances that affect costs. JDR: Including a negotiation clause for extraordinary circumstances that Eversure can address any unforeseen events that might significantly impact costs. To summarize, we'll use a tiered adjustment mechanism based on the CPI, with a base cap of 5% and a potential increase to 7% if inflation exceeds 3%. We'll also hold a review meeting 30 days before the renewal date and include a negotiation clause for extraordinary circumstances. JDR: That outlines our agreement well. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, Jane.	Following the completion of each business year, Eversure shall propose fee adjustments to the Distributor, with fee adjustments proposed to balance our second (2), given at least 60 days' notice. We have some concerns about the clause. (Page 1)	1	No	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1
15	Revenue/Profit Sharing	ER: Good morning, John. Thanks for joining us today. We need to discuss the clause on Page 2 regarding the retention of written statements of financial accounts and to discuss within ten business days of receiving this document. We want to ensure we're aligned on this provision. JDR: Good morning, Jane. We agree to the clause, but we have a few concerns regarding the timing and conditions for the receipt of the shares. The ten-business-day timeline seems a bit tight, and we need to clarify if there are any contingencies or potential delays we should be aware of. ER: I understand your concerns. The ten-business-day timeline is intended to expedite the process and ensure faster resolution of the shares. However, we're open to discussing adjustments if necessary. What timeline do you consider more feasible? JDR: We believe a 30-day timeline would be more practical. This would provide ample time for Eversure to complete the necessary paperwork and ensure that all regulatory requirements are met. Additionally, we'd like to confirm that the shares will be issued in compliance with all applicable securities regulations. ER: Extending the timeline to 30 days is reasonable. We can certainly accommodate that. As for compliance with securities regulations, Eversure will ensure that the issuance of shares adheres to all legal and regulatory requirements. We'll provide you with the necessary documentation to confirm this. JDR: That's reassuring. We also need to clarify the restrictions associated with these shares. Specifically, we'd like to confirm the lock-up period and any conditions under which these restrictions might be lifted. ER: The shares will be subject to a restricted and subject to a standard lock-up period, typically one year from the date of issuance. The restrictions are designed to comply with securities laws and protect both parties. If there are any specific conditions we'd like to discuss, we're open to negotiating those terms. JDR: A one-year lock-up period is acceptable, but we'd like to include a clause allowing for partial releases of shares if certain milestones or performance metrics are achieved. This would provide Eversure with more flexibility and incentive for meeting key objectives. ER: Including performance-based releases is an interesting idea. We could establish clear milestones and agree to a schedule for partial releases based on these milestones. This would ensure alignment with Eversure's performance goals while providing some flexibility. JDR: That sounds like a great proposal. To summarize, we'll extend the timeline for issuing the shares to 30 days, ensure compliance with securities regulations, apply a standard one-year lock-up period, and include a clause for performance-based partial releases. ER: That captures everything well. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John.	Eversure will provide Eversure with one-third (1/3) of the shares of Eversure common stock based on the terms of the Agreement. (Page 2)	1	No	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1	Disparagement of Eversure's honor, goodwill, or reputation	Disparagement of Eversure's honor, goodwill, or reputation	1

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36	Pricing Restrictions	<p>Emily Carter (CPE) Robert, thanks for taking the time to meet today. I understand you have some additional journals and data storage.</p> <p>Robert Harris (CH) Yes, thanks for coming to Emily. We're generally satisfied with the services, but we're looking for the new structure, particularly the additional journals and the per-graphite charges. Right now our current agreement is as per the agreement below and the per-graphite charges.</p> <p>SP: I'm glad to hear you're satisfied overall. Let's dive into the specifics. The clause currently states that the use fees will remain the same as in the initial period, with a cap of \$2,000 per additional journal, a \$2,000 maximum fee on existing journals, and \$2,000 per graphite for existing journals, and \$200 per graphite for new journals.</p> <p>C: We're planning to add several new journals over the next year, which could push us close to that \$2,000 cap quickly. It's not clear that the per-graphite charge we could end up negotiating will, especially as we're looking for a digital move of our archive. We want to explore more options for additional data.</p> <p>SP: I understand. One option could be to introduce a tiered pricing structure for the additional journals and data storage. For example, if the volume of additional journals increases, we could consider a discount for the per-graphite fee. Similarly, we could offer a discount on the per-graphite fee once you've reached a certain amount of data.</p> <p>C: A tiered structure could work, but we'd need clarity on what those thresholds would be. Also, given the amount of data we're storing, we'd be looking for a flat rate for the data storage instead of the per-graphite fee. This would give us more predictability in our budgeting.</p> <p>SP: A flat rate would be a substantial something we can discuss. How much data are you anticipating needing over the next year?</p> <p>C: We estimate around 5 to 7 terabytes of additional data, especially as we integrate more multimedia content into our journals. A flat rate for anything up to 10 terabytes would give us some breathing room for growth.</p> <p>SP: That's a helpful context. We could propose a flat rate for up to 10 terabytes, and if you exceed that, we could then seek to a reduced per-graphite fee. This way, you get the predictability you need while still allowing flexibility for future expansion.</p> <p>C: That sounds like a fair compromise. How about the fees for additional journals? Could we look at reducing that \$2,000 cap or providing a discount if we add a significant number of journals?</p> <p>SP: We could reduce the per-journal cost once you surpass a certain number of additional journals, say 10. For example, the per-journal cost could decrease by 10% for each additional journal beyond the first 10. This way, the more you add, the more cost-effective it becomes.</p> <p>C: That's a good approach. I also want to make sure the \$2,000 maintenance fee on existing journals remains justified. Could we look for specific maintenance services or consider reducing it as part of an ongoing per-journal fee?</p> <p>SP: We could certainly outline the specific maintenance services covered by the fee, so if it's clear what you're paying for, if the volume of maintenance decreases over time, we could revisit the fee and consider an adjustment to your favor.</p> <p>C: That's reassuring. So, to recap, we're looking at a flat rate instead for data storage up to 10 terabytes, a tiered fee structure for additional journals with a discount after the first 10, and a possible reduction in the maintenance fee based on service levels.</p> <p>SP: Correct. I'll draft these proposed changes for you to review, and we can then finalize the details in the contract. I'm confident we can reach an agreement that works well for both sides.</p>	<p>The Use Fees shall remain the same as in the initial period and the fee for the Service shall not exceed \$2000 in additional journals, \$2000 maintenance fee on existing journals, and \$200 per Graphite (Page 6)</p>	1	No	1	What is the main risk that the use fees will increase beyond the agreed cap, leading to budget overruns for the client?	Increased data volume and additional journals.	Implement a tiered pricing structure for additional journals and data storage, and negotiate a flat rate for data storage up to a specified threshold.	Medium	Exceeding the budgeted amount for data storage and journal maintenance fees.	Regular communication and negotiation to adjust pricing based on actual usage and agreed-upon thresholds.	Medium
39	Revenue Profit Sharing	<p>Emily Carter (CPE) I appreciate your bringing this up, Sarah. The 50% royalty is designed to reflect the value of the Royalty Period. The Royalty during the initial period is a key component of the investment we've put into the development.</p> <p>Sarah (VYEN) We're not disputing the value, but as you know, our market research indicates that sales may drop off significantly after the initial launch period. The structure of our royalty could affect the Step-Down Date, which makes it challenging for us to control a flat percentage. We were hoping to discuss a more flexible structure that adjusts with market trends.</p> <p>John (CPE) I understand where you're coming from. However, the Step-Down Date already incorporates a natural percentage, which we thought addressed any important market performance. This reduction is designed to ease the burden on VYEN while still ensuring that CPE's fairly compensated for the continued use of our Licensed Product.</p> <p>Sarah (VYEN) The reduction is appreciated, but we're looking for more predictability and fairness as we move into the long term. What we propose is to link the Step-Down Date royalty percentage to specific sales thresholds. For example, if Net Sales drop below a certain figure, the royalty rate could decrease accordingly.</p> <p>John (CPE) A performance-based royalty structure is an interesting idea. However, we need to ensure that the thresholds are realistic and reflective of market expectations. We would want to set them low, which could undermine the value of the royalty we've agreed upon.</p> <p>Sarah (VYEN) I agree. We're open to setting these thresholds in a way that reflects actual market conditions while also being an account potential market performance. Another option we've considered is implementing a gradual step-down rather than a flat percentage after the Step-Down Date, which could better align with market performance.</p> <p>John (CPE) A gradual step-down could work, but we'd need to define the parameters clearly. For instance, we could agree on specific percentages for each subsequent year after the Step-Down Date, depending on the projected sales trajectory.</p> <p>Sarah (VYEN) That sounds reasonable. We could establish a baseline percentage decrease each year, with adjustments based on sales performance. For instance, if sales fall below a set threshold, the reduction could be more significant, whereas if sales are stable, the decrease could be more moderate.</p> <p>John (CPE) I think we're on the same page. Let's discuss potential percentage ranges and sales thresholds. It's key to ensure that any reduction still maintains VYEN's financial goals, while also protecting CPE's long-term interests.</p> <p>Sarah (VYEN) Exactly. We're committed to making the partnership work for both of us. If we can agree on a flexible yet fair royalty structure post-Step-Down, we're confident it will be mutually beneficial.</p> <p>John (CPE) I'm optimistic we can find common ground here. Let's get our teams to model a few scenarios, and we can reconvene to finalize the details. Until then, let's keep the royalty step-down structure based on today's discussion and where there with you.</p>	<p>VYEN shall pay to CPE/CH royalties equal to fifty percent (50%) of Net Sales of Licensed Product in the Royalty Period. After the Step-Down Date, the royalty percentage will be reduced to 10% of the Net Sales of Licensed Product during the Royalty Term. (Page 21)</p>	1	No	1	What is the main risk that market research indicates a decline in sales after the initial launch period, potentially leading to a lower royalty rate than expected?	Market saturation and competition.	Implement a performance-based royalty structure with sales thresholds and a gradual step-down approach after the Step-Down Date.	Medium	Reduced revenue for CPE/CH after the initial high-royalty period.	Regular market research and communication to monitor sales trends and adjust the royalty structure as needed.	Medium
40	ROFON	<p>Lisa Martin (PharmCo) Dr. Smith, thank you for joining us today. We've reviewed the clause and your consideration as the principal investigator for our upcoming clinical studies, the highly value your expertise and track record, which is why we included this clause in the draft.</p> <p>Dr. Richard Smith (Research Institute) I appreciate the recognition. Lisa, I'm happy to contribute to these studies, but I wanted to discuss the phrase "best consideration." While I understand that that phrase usually means the best interest of the project, I'm concerned about how "best consideration" will be interpreted and applied in practice.</p> <p>Lisa (PharmCo) That's a key point. "Best consideration" means that your role will be given priority during the selection process. We'll review your credentials, resources, and previous performance before evaluating other potential sites. However, the final decision must consider various factors, such as patient population, site readiness, and logistical support, which might occasionally favor another site.</p> <p>Dr. Smith (Research Institute) I understand the need for flexibility in site selection, but I'd like some assurance. Given my history with PharmaCo's projects, I would expect that my involvement would be the "best consideration." Can we establish a more concrete framework to ensure how this consideration will be practically implemented? For example, what specific factors would lead to selecting a different site over mine?</p> <p>Lisa (PharmCo) We can certainly outline some of the key factors that would be considered. We could create specific criteria for site readiness, patient population size, and the ability to meet project timelines. Your site would need to meet these criteria to maintain priority status. If another site is stronger in these areas for a particular study, that could influence the final decision.</p> <p>Dr. Smith (Research Institute) That sounds reasonable, but I'd also like to discuss the evaluation process. Can we agree that if my site meets the outlined criteria, we'll have a formal meeting before considering other sites? This way, there's a transparent process and I'm informed early if there's a risk of not being selected.</p> <p>Lisa (PharmCo) A formal meeting is something we can accommodate. We could set up a pre-selection meeting where we discuss your site's performance against the criteria. If any areas need improvement, we'll address them before making the final site selection.</p> <p>Dr. Smith (Research Institute) That would provide the transparency I'm looking for. I'd also suggest including a clause that if my site isn't selected, PharmaCo provides feedback on the decision. This feedback loop would help us understand any gaps and improve our chances for future studies.</p> <p>Lisa (PharmCo) Providing feedback is a great idea. We want this to be a collaborative process where we both learn and grow from each project. We'll commit to giving detailed feedback if your site isn't chosen, and we can include that in the agreement.</p> <p>Dr. Smith (Research Institute) That sounds like a win-win for both of us. Let's clarify the term "best interest of the Project." While I understand this could be a range of factors, could we agree on the key elements that will define what's in the project's best interest? This could help avoid any ambiguity down the line.</p> <p>Lisa (PharmCo) Absolutely. We can define "best interest of the Project" by outlining core factors such as patient demographics, geographical considerations, regulatory requirements, and any specific project goals. We agreed to include or focus on a particular population group. This way, everyone understands the priorities guiding the final selection.</p> <p>Dr. Smith (Research Institute) That provides the clarity I was looking for. With these adjustments, I'm comfortable with the clause. I appreciate your willingness to refine the language and the process.</p> <p>Lisa (PharmCo) We're glad to work with you on this, Dr. Smith. Let's get these adjustments drafted and finalize the agreement. We're looking forward to a successful collaboration on the upcoming studies.</p> <p>Dr. Smith (Research Institute) Likewise, Lisa. Thank you for your understanding and cooperation. I'm excited to continue our partnership and contribute to the success of these projects.</p>	<p>Richard Smith, MD will be given that consideration as the principal investigator for all new PharmaCo or PharmaCo-related clinical studies, in addition to other sites provided that site selection will be based on the best interest of the Project. (Page 5)</p>	1	No	1	What is the main risk that the interpretation of "best consideration" could be subjective, leading to potential conflicts or unfair site selection?	Subjective interpretation of project needs and priorities.	Establish clear, objective criteria for site selection and implement a transparent evaluation process with a pre-selection meeting and feedback loop.	Medium	Loss of a key expert (Dr. Smith) to the project due to a biased selection process.	Clear communication of criteria and a fair, documented selection process.	Medium

Section	Commentary	Clauses
		<p>1. How many variants you wish to see in advance to sufficiently 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 clause? (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/Facts]: Hi Alex, 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 comment about the:</p> <p>Sara Lewis [Factual/Inquiry]: Hi Alex, sure. What are your concerns regarding this clause?</p> <p>Alex [Proactive/Facts]: 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 [Factual/Inquiry]: 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/Facts]: 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 too indirect or consequential?</p> <p>Sara [Factual/Inquiry]: 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/Facts]: Great. Also, could we add a provision for exceptions where statutory or regulatory requirements might mandate coverage beyond these limits?</p> <p>Sara [Factual/Inquiry]: 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/Facts]: 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 [Factual/Inquiry]: A cap could be a good idea, but it should be reasonable and reflect the scale of potential damages. We can discuss specific limit if you have any numbers in mind.</p> <p>Alex [Proactive/Facts]: 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 [Factual/Inquiry]: Sounds good. I'll update the clause to reflect these points and send it over for your review.</p> <p>Alex [Proactive/Facts]: Thanks, Sara. I look forward to seeing the revised draft.</p> <p>Sara [Factual/Inquiry]: You're welcome, Alex.</p>	<p>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, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.</p> <p>(Page 10)</p>