



Smart Contract Reviews.
For People With Better Things To Do.

ContractBuddyApp (v1.0 “CBCore”) - Developer Brief

Technical Foundations & Requirements

Date: 09 June 2025

Prepared by: Mat Carey

Audience: Shared ([/NDA](#))

Version: v1.3

Status: Final



1. Project Summary

ContractBuddyApp (CBA) is an AI-powered contract reconciliation platform built to simplify and automate the review of influencer/talent contracts.

CBCore (v1.0) introduces automated parsing, clause vector matching, and GPT-based discrepancy detection. Contracts are reconciled against pre-agreed terms and legal clause libraries, with discrepancies flagged via a user-facing RAG overlay. The system is designed for easy future scaling into:

- **CBScale (v2.0):** Multi-tenant environments
- **CBEdge (v3.0):** Admin/legal override tooling
- **CBVision (v4.0):** Predictive insights and multi-lingual risk interpretation

This document consolidates dev-facing logic and artefact alignment to enable MVP delivery.

2. Functional Modules Summary (CBCore v1.0)

- **Authentication:** Clerk + 2FA; TM and Admin roles
- **Deal Creation:** PATs entered manually or via CSV/API (Deal ID generated)
- **Upload & Version Control:** PDF/DOCX bound to Deal ID; status tracked
- **Clause Parsing & Embedding:** Hybrid NLP pipeline (Tika + spaCy/HF + SBERT + FAISS)
- **GPT Reconciliation:** Follows AI-GPT Instructions + Prompt Templates
- **Discrepancy Overlay:** RAG + Comment from UIComment engine
- **Admin Queue (Parsing only):** Updates PLD for parser improvements
- **Legal Escalation (v2.0+):** Manual TM escalation for legal counsel
- **Export:** Finalised contract version with resolved flags

3. System Workflow – End-to-End Summary

Step	Description	Engine/Logic	Output/Artefacts
0	Create Deal & Enter Pre-Agreed Terms	Manual entry or API sync	Pre-Agreed Terms, Deliverables Table
1	Upload Contract (PDF/DOCX)	File upload bound to Deal ID	Document Repository, metadata status
2	Parsing & Clause Segmentation	Tika / PDFPlumber + Hugging Face / spaCy	Talent Contracts (Parsed), clause records
3	Embedding & Top-N Clause Retrieval	Sentence-BERT + FAISS	Comparison Table
4	GPT Reconciliation & Flagging	GPT-4 + Prompt Templates	Discrepancies Table, Comment Templates
5	RAG Overlay & Comment Injection	UI Overlay Logic + UIComment Templates	Contract Viewer, Flag Counter, UI Display
6	Admin Review Queue (Parsing Only)	HTML + PLD update	Admin Queue, PLD
7	Legal Escalation (Manual, v2.0+)	TM Manual Flag	Legal Escalation Basket (future)
8	Reconciliation Export	Lock version, log export	Reconciliation Export Log, UI Download



4. Parsing Architecture (Hybrid NLP + RAG Integration)

4.1 Clause Segmentation

- Extract contract text (Apache Tika / PDFPlumber)
- Use NLP model (spaCy or Hugging Face) to detect clause boundaries and classify
- Tag clause type, category, position
- Store raw clause + metadata in **Talent Contracts (Parsed)**

4.2 Comparison Engine

- Generate embeddings via Sentence-BERT or MiniLM
- Search **LCL** via FAISS vector index
- Store Top-N matches in **Comparison Table** with:
 - `lcl_clause_id`
 - `similarity_score`
 - `match_reason` field (e.g. vector-similarity-high, manual-synonym-exact)

4.3 Reconciliation Engine

- Use GPT (OpenAI or local LLM) to:
 - Compare source clause + LCL matches
 - Evaluate against Pre-Agreed Terms
 - Output:
 - `rag_status` (Red, Amber, Green)
 - `comment_template_id` (UI-facing)
 - Optional fallback to GPT free text if no template match exists
 - `match_reason` tagging to assist clause learning
 - JSON object for **Discrepancies Table**

5. Core Artefacts & Database Tables

Artefact / Table	Type	Description
Pre-Agreed Terms	Database	Original TM-agreed deliverables
Deliverables Table	Database	Line-item scope reconciliation
Document Repository	Database	Upload log, contract versions, metadata
Talent Contracts (Parsed)	Database	Parsed clause text, GPT-enriched fields
Legal Clause Library (LCL)	Database	Standard clauses + risk data + tags
LCSTX	Database	Synonyms and mappings for LCL
Comparison Table	Logic Table	Top-N vector matches for each clause
Discrepancies Table	Logic Table	GPT output (flags, template ID, rationale)
Comment Templates (UIComment)	Ruleset	RAG-comment mappings via template ID
Parsing Lessons DB (PLD)	Database	Known parsing/match errors from Admin review
Admin Review Queue	UI Spec	Manual parsing review queue
Legal Escalation Basket	Placeholder	TM/legal counsel escalation (CBScale)



6. Technology Stack (Illustrative Only)

Stack selection will be finalised by the technical team. Suggested components:

- **Parsing:** Apache Tika / PDFPlumber
 - **NLP:** spaCy / Hugging Face Transformers (LegalBERT, etc.)
 - **Embeddings:** Sentence-BERT, MiniLM
 - **Vector DB:** FAISS, Pinecone
 - **GPT Layer:** OpenAI API / locally hosted LLM
 - **Frontend:** React / Vue.js with RAG PDF viewer overlay
 - **Database:** PostgreSQL / Firestore / MongoDB
-

7. Developer Responsibilities (CBCore v1.0 Scope)

- Review BRD, FRD, Developer Brief and System Workflow docs
 - Stand up the parsing and embedding pipeline (including clause ID logic)
 - Build clause viewer UI (must display **native PDF with RAG overlay** — not a text dump)
 - Implement clause-to-LCL comparison (vector-based + metadata tagging)
 - Integrate GPT response handling (JSON output mapped to database)
 - Set up Admin Queue, flag workflow, and export features (MVP scope only)
-

8. Logic & Design Notes

- **Native PDF must be displayed in contract viewer**, with overlay rendered directly on PDF, not a text-extracted view
 - Top-N match architecture improves transparency vs direct GPT clause analysis
 - Clause IDs must be persistent, version-specific, and stored with clause metadata
 - GPT must return `comment_template_id` unless no match exists (fallback to free text if needed)
 - Admin Queue corrections must trigger PLD update entries (retraining pathway)
 - New unmatched clauses may be auto-added to LCL/LCSTX (flagged for HITL review)
 - `match_reason` tags will support learning loop & downstream UI explanations
-

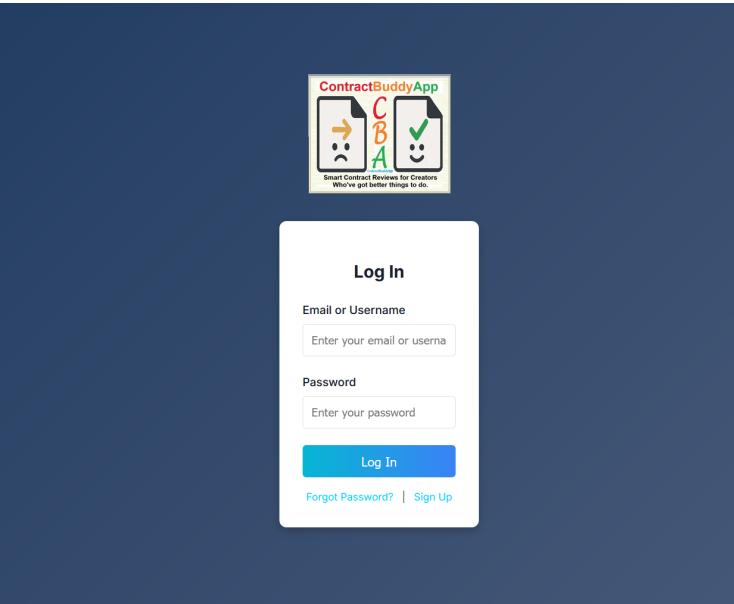
9. Roadmap Considerations

- **CBCore (v1.0):** Single-tenant MVP, clause detection, reconciliation UI
- **CBScale (v2.0):** Multi-tenant backend, scalable admin queue, full legal review support
- **CBEdge (v3.0):** Human-in-the-loop overrides, confidence scoring audit UI
- **CBVision (v4.0):** Predictive clause detection, multi-language, and legal AI expansion

10. Appendix

A1. User Interface Design/Look

- Login Screen



Deals Overview

Search deals...		All Categories		All Statuses		All Confirmed								
Deal Name ↑	Date Added	Contract Status	Talent Name	Agency	Brand	In/ Out	Deliverables	Usage	Exclusivity	Fee Amount	Confirmed	Category	Payment Received	Contract
AS x Gucci Feb-25	05 Feb 2025	Signed	Abby Smith	Lit Works	Gucci	In	Instagram Post, YouTube Video	30 days	Yes - 6 months	\$32,500	✓	Fashion	✓	Edit
AW x YSL May-26	01 May 2026	Signed	Ava White	Glam Models	YSL	In	Instagram Story	30 days	Yes - 3 months	\$27,000	✓	Fashion	✓	Edit
BR x Asics Dec-25	01 Dec 2025	Draft	Ben Rogers	Run Elite	Asics	Out	TikTok Video	30 days	No	\$14,000	✗	Sportswear	✗	Edit
CL x Balenciaga Jan-26	05 Jan 2026	In Review	Chloe Lewis	Style Agency	Balenciaga	In	Instagram Reel	45 days	Yes - 3 months	\$28,000	✓	Fashion	✗	Edit
DB x Skechers Jun-26	10 Jun 2026	Draft	David Brown	Fit Pro	Skechers	Out	Instagram Post	15 days	No	\$13,000	✗	Sportswear	✗	Edit

- Contract/Reconciliation Page

☰ Menu ⚙ Settings 🏠 Home ⏮ Refresh Contract 🔍 Reconcile Now

Basket ContractBuddyApp
Logo

Parsed Contract

Reconciliation RAG ●

96% Complete

This Influencer Agreement, dated as of the date of mutual execution hereof, is entered into by and between Cutty Co Inc. including its subsidiaries and affiliates as well as their successors and assigns (collectively, the "Brand"), having an address at 350 Fifth Avenue, New York, NY 10118 ("Cutty"), and Abby Smith, having an address at 1267 Delaware Ave, Suite 2400, Wilmington, DE 19806 (as an "Influencer"). May 1st, 2025, is the mutual execution date. Cutty Co has engaged Lit Works Agency to manage Influencer's services in connection with Gucci (the "Brand") Gucci Glow Highlighting Program (the "Program") for its Gucci Glow Highlighter Talent Program (the "Program").

WHEREAS Cutty is engaged in the manufacture, distribution, and sale of Products and wishes to promote such sale with the support of Influencer in the terms and subject to the conditions hereinafter provided.

1. Term

The term of this Agreement shall commence on the mutual execution date and continue through completion.

2. Services

Influencer agrees to create original social media content for the Brand (the "Content") and render certain Services (collectively, the "Services") as set forth in this Agreement. Influencer and Brand shall mutually agree on the Content and the Services to be provided by Influencer and shall be resident and primarily resident in the United States. Influencer shall create Content in accordance with the Brand's creative direction, guidelines, and review schedules as mutually agreed by Cutty. If Content is deemed not in line with the guidelines, review schedules must be made within 48 hours of submission. In the event that the Influencer fails to comply with the terms of this Agreement, the Brand has the right to terminate this Agreement.

3. Compensation

In consideration for the Services to be rendered hereunder, Cutty agrees to pay Influencer the all-in fee of \$32,500 USD (the "Fee"). Subject to the full execution of this Agreement, Cutty shall pay the Influencer within sixty (60) days of the completion of the Services under this Agreement. Influencer agrees to provide Cutty with all requested paperwork (e.g., W-9 and 1099) for payment to be processed. Influencer acknowledges that, in certain circumstances, Cutty may legally be required to withhold taxes or fees from the Fee. In the event Influencer is not a United States citizen, Influencer agrees to provide Cutty with any additional paperwork or documentation as required by law.

Comments

1 ● 1 ○

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Correct spelling should be 'Abbie Smith'.
- [Mat Carey]: Resolved; Abby uses both spellings.
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Legal Clause Library

Search clauses...

Clause ID	Clause Text	Clause Category	Jurisdiction	Language	Risk Level	Standardized Clause	Variation Tolerance	Plain English Summary	AI Comments/Notes	Last Reviewed	Effective Cl
LC-001	Agreement constitutes entire agreement between the parties involved in this contract, superseding all prior agreements and understandings...	Agreement	Global	ENG	Low	This Agreement is the sole agreement between the parties and cannot be modified except in writing...	Minor wording differences are acceptable, but core intent must remain unchanged...	This means that this contract is the only agreement that matters, and anything agreed before doesn't count unless it's written here...	[SUBJECT] is replaced with the appropriate entity name as per the contract...	01/01/2025	01/01/2022
LC-003	Parties maintain confidentiality of all sensitive information shared during this agreement, including trade secrets and proprietary data...	Confidentiality	Global	ENG	Medium	Each party shall keep all confidential information strictly private and not disclose it to third parties...	Minor changes in phrasing are allowed, but confidentiality obligations must remain intact...	This means that any secret or private info shared can't be told to anyone else outside this agreement...	Ensure "Confidential Information" is clearly defined in the contract to avoid ambiguity...	01/01/2025	01/01/2022
LC-005	Influencer shall indemnify the brand against any claims arising from their content, including but not limited to intellectual property infringement...	Indemnification	Global	ENG	High	The Influencer agrees to cover any legal costs or damages if their content causes issues for the brand...	Acceptable variations in scope, but indemnity obligation must be clear and enforceable...	If the Influencer's content gets the brand in trouble (like a lawsuit), they have to pay for it...	Scope should be reviewed to ensure it's not overly broad; consider adding a cap on liability...	01/01/2025	01/01/2022



Contract/Reconciliation Page

- Progress bar = 100% complete
- All flags resolved = Amber and Red flag counter = 0
- Previous Amber/Red flags now blue (in both Contract and Database Tables)

Menu Settings Home Refresh Contract Reconcile Now Basket ContractBuddyApp Logo

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Reconciliation RAG 100% Complete

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- Reconciliation RAG toggled off (therefore, highlighted overlays are removed)
- “Seek Legal Counsel” selected for one of the comments

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Legal Review Confirmation

Please ensure you have added any necessary comments/context for the Legal Team to review before adding to basket.

Add selected issue/dispute to basket

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A2. CBCore v1.0: Parsing Architecture Options

Option	Parsing Approach	Description	Pros	Cons
1. Rule-Based Parsing (Current Spec)	Apache Tika → PDFPlumber → Regex + Numbering Heuristics → Sentence-BERT	Uses traditional tools to extract text and chunk clauses using patterns (e.g. “1.1”, bold titles). Then embeds each clause for vector search.	<input checked="" type="checkbox"/> Fast <input checked="" type="checkbox"/> Cheap <input checked="" type="checkbox"/> Deterministic <input checked="" type="checkbox"/> Already Spec'd	<input checked="" type="checkbox"/> Fragile with non-standard formats <input checked="" type="checkbox"/> Can miss clause boundaries <input checked="" type="checkbox"/> Needs strong templates
2. Hybrid Parsing with Local NLP (RAG-style)	Rule-based fallback + spaCy/Hugging Face NER + embedded LCL lookup	Adds legal-specific clause detectors to enhance chunking, classification, and matching. Uses RAG (Retrieval-Augmented Generation) to check against LCL/LCSTX	<input checked="" type="checkbox"/> Smarter chunking <input checked="" type="checkbox"/> Better match context <input checked="" type="checkbox"/> Offline/ownable IP	<input checked="" type="checkbox"/> Slight dev complexity <input checked="" type="checkbox"/> Slower than rule-based <input checked="" type="checkbox"/> Requires GPU or inference infra
3. GPT-Fallback Parsing (Cloud or Hosted)	Rule-based by default, GPT step used only on low-confidence or failed parses	Rule-based segmentation is attempted first. If clause parsing fails, fallback to GPT call to interpret structure and assign segments.	<input checked="" type="checkbox"/> Strong edge-case handling <input checked="" type="checkbox"/> GPT reasoning for ambiguous docs	<input checked="" type="checkbox"/> Cost per use <input checked="" type="checkbox"/> Cloud/token limits unless hosted <input checked="" type="checkbox"/> Needs governance layer
4. Full GPT-led Parsing (Future - ScoutScale)	GPT processes full contract and extracts clauses directly	Skips traditional segmentation. GPT extracts all metadata per clause in one pass.	<input checked="" type="checkbox"/> Fast iteration <input checked="" type="checkbox"/> Powerful semantic understanding	<input checked="" type="checkbox"/> Expensive <input checked="" type="checkbox"/> Hard to validate <input checked="" type="checkbox"/> Too unpredictable for v1.0

A3. Monday Interface/columns

Name	SH x Charles and Keith Coachella
Subitems	
Date Added	2024-03-25
Agent	Deleted member
Talent	Stephanie Hui
Agency	Lit Works
Brand	Charles and Keith: Coachella
In/Out	Inbound
Deliverables	1 x IG post, 1 x IG Story Set, 3 x images
Usage	1 month digital usage
Exclusivity	None
Fee (USD)	100
Fee (CAD)	
Confirmed	confirmed
Contract Progress	YES - in drive
Contract	https://scoutcreatives.monday.com/protected_static/20931806/resources/44261170/StephanieHui_CharlesandKeith_Signed_18_4_24.pdf
Brand Contact: Name	AA
Brand Contact: Email	AA@brand.com
New Contact	Yes
Category	Fashion, Key Calendar Moment/ Event
Brand Address	CHARLES & KEITH GROUP HEADQUARTERS, 6 Tai Seng Link, #08-00, Singapore, 534101
Brand Finance Email	AA@brand.com
Payment Terms	30 days
Job Complete	YES
Invoiced on	2024-04-23
Scout Payment Received	Yes
Talent Payment Received	Yes
Item ID (auto generated)	1438813455