

Lexis[®] Clause Intelligence

Reimagining legal drafting
with AI-powered analysis

Experience document analysis with a single click

Imagine the arduous challenge in manual legal drafting analysis, having to validate multiple clauses and ensuring a solid legal document.

Now, imagine if you could...



Save time drafting contracts with AI-powered insights, recommending clauses, for you.



Draft solid legal document with precise and concise clauses, down to sub-clause level recommendations.



Mitigate risk by substantiating your decisions with context specific information and guidance notes to clauses.



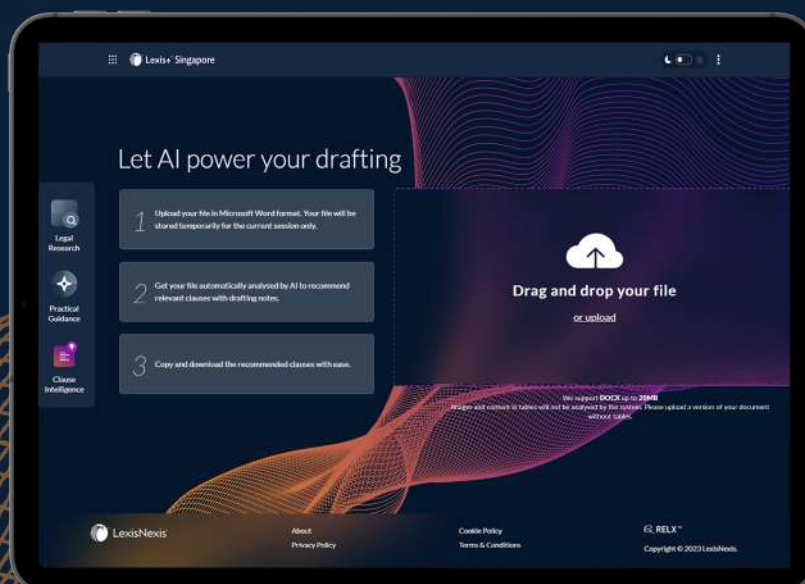
Compare, review and incorporate clauses into your legal document easily.



Search clauses in a dynamic bank of clauses from various jurisdictions and contractual positions using an intuitive search function.

Introducing Lexis[®] Clause Intelligence

Lexis[®] Clause Intelligence is a legal document analysis tool designed to help you deliver a comprehensive contract with AI-enhanced analysis from an extensive bank of clauses, authored by experts. Powered by a state-of-the-art semantic matching capability, the AI behind this tool is deployed to analyse your legal document and pinpoint areas where recommendation of clauses and sub-clauses is available. Easily grasp the context of clauses with accompanying drafting notes and delve deeper into related precedents, providing you with the data-driven confidence in creating a solid legal document, faster than ever before!



Reimagining contract analysis with data-driven intelligence

Analyse through legal documents with a click of a button with Lexis® Clause Intelligence. Designed with your efficiency in mind, this tool helps you validate contract in three simple steps, upload, analyse and download, contract analysis has never been so easy!

Unique benefits of Lexis® Clause Intelligence



Draft comprehensive legal documents with AI-powered insights, generating clause and sub-clause recommendations.



Accelerate your drafting process with access to a growing bank of clauses from various jurisdictions and contractual positions, authored by experts.



Build your contract with confidence supported by context specific information and guidance, complimented with expansive drafting notes.



Mitigate risk by exploring best practice legal drafting and creating comprehensive contract, parallel to international standards.



Explore an extensive library of clauses with intuitive search functions, ensuring no stones left unturned in your legal document drafting.



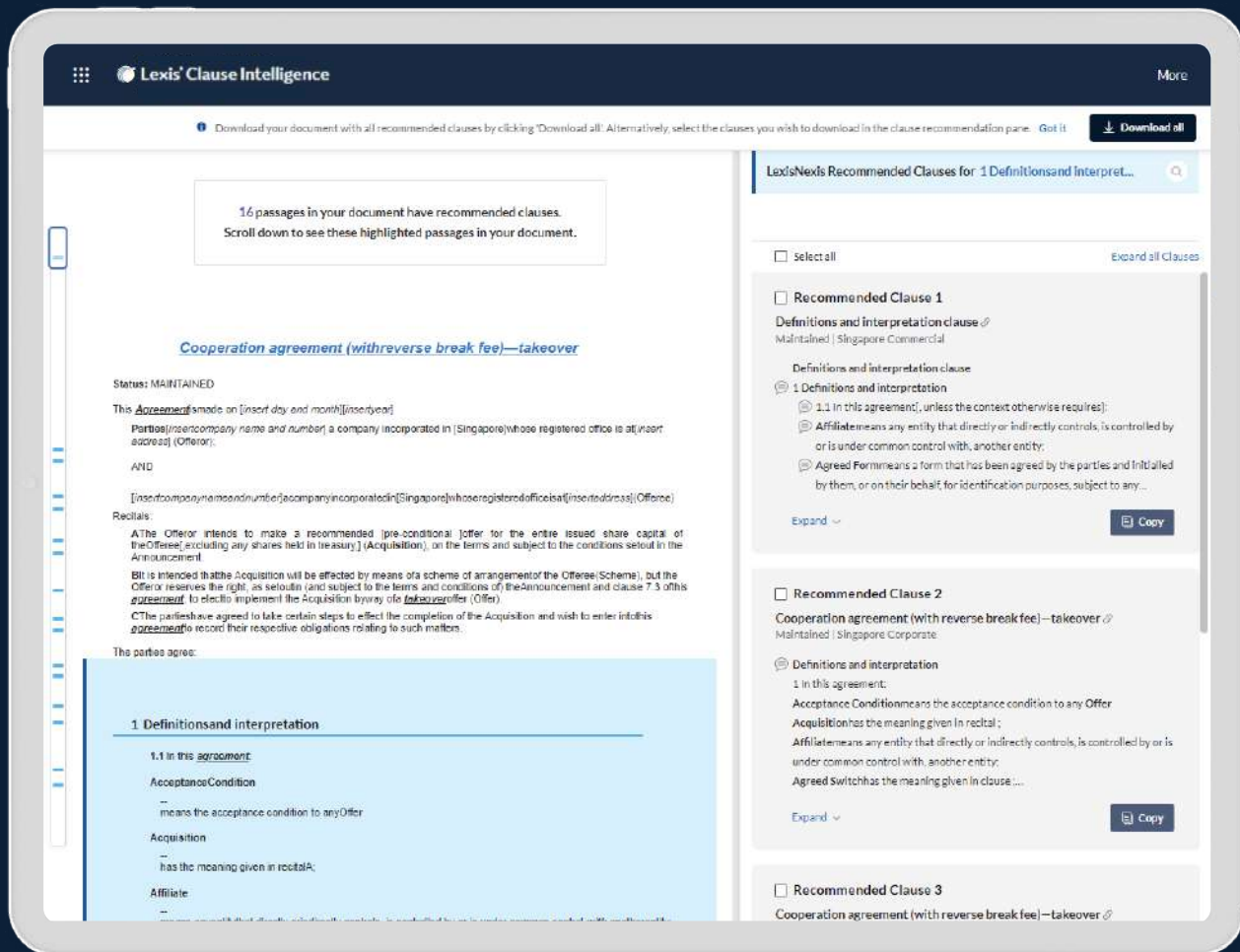
Save time with quick selection of clauses, and conveniently download and include clauses in the updated legal document.



Efficient integration between research, guidance and drafting tools to provide in-depth insights on a subject matter.

Review and validate clauses faster than ever before

Lexis® Clause Intelligence analyses your legal document and recommends clauses in different contractual positions, helping you substantiate your document with confidence. The Recommended Clauses are visualized in a side-by-side manner for ease of comparison and to maximise output, accompanied with a signature tracking bar to highlight areas where recommended clauses are available, so you can track suggested changes efficiently.

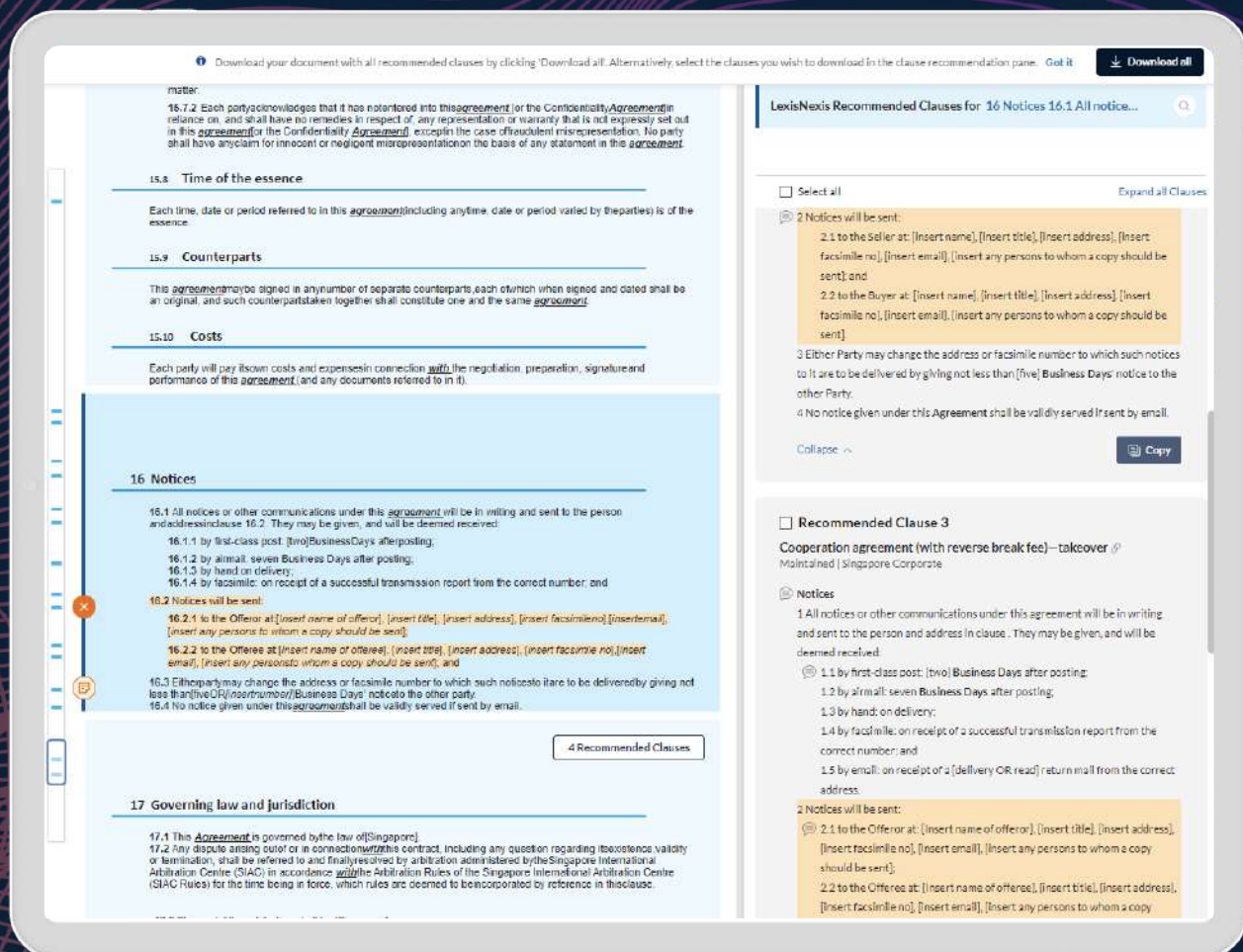


Clause Recommendations

Cover the specifics and substantiate your contract effortlessly

Save time from navigating through a pool of clause information and have Lexis® Clause Intelligence zoom in straight to sub-clauses recommendations relevant to your legal document. Achieve context specific outcomes, in much lesser time, ensuring you cover all your bases while maintaining industry best practices in legal document drafting.

Search from an extensive clause library, compare results from different contractual positions and further substantiate your contract with clauses tailored to a tee.



Sub-Clause Recommendations

Contextualise your legal document with expert-written notes

Dive deeper into the context of clauses with Drafting Notes written by legal experts, providing you in-depth understanding of a matter with contextual insights and legal considerations in best practice drafting. Quickly identify the most suitable option to your drafting requirements by select-and-unselecting clauses of choice.

Further explore relevant cases and legislation on the intuitive legal research tool, Lexis+®, with an integrated access via a single log-in.

Recommended Clause 1

Notices clause ⓘ
Maintained | Singapore Commercial

Notices clause

1 Notices—long form

- 1.1 Any notice [or other communication] given by a party under this agreement shall:
 - 1.1.1 be in writing and in English;
 - 1.1.2 be signed by, or on behalf of, the party giving it; and
 - 1.1.3 be sent to the relevant party at the address set out in clause .
- 1.2 Notices may be given, and are deemed received:
 - 1.2.1 by hand: on [receipt of a signature at the time of] delivery;
 - 1.2.2 by registered post: [at 9.00 am OR [insert other time]] on the [second OR [insert other]] [Business Day OR day] after posting;
 - 1.2.3 by registered post: [at 9.00 am OR [insert other time]] on the [second OR [insert other]] [Business Day OR day] after posting; and

Drafting Note for 1 1 Notices—long form 1.1 Any notice [or other communication] given by a party under this agreement shall...

It is important to include a notices clause in an agreement to ensure that each party has certainty and clarity in relation to the giving of notices to, and the receipt of notices from, the other parties to the agreement.

In the absence of a notices clause, default statutory provisions may apply. [Section 387 of the Companies Act \(Cap 50\)](#) provides that: a document may be served on a company by leaving it at, or sending it by registered post to the company's registered office

It is not ideal to have to fall back on statutory provisions as to the giving, and receipt of, notices because they leave a lot unsaid (eg the form of notice, methods for delivery and when the notice is deemed to be received). For this reason, most agreements include a notices clause which will require that the notice is in writing, usually in the English language, and will set out:

- the format that the notice should take
- the methods that can be used to deliver the notice
- when a notice will be deemed to be received
- the contact details of the parties and
- how a party may change its contact details

These notices clauses are drafted on the basis that:

Drafting Notes

Save time and efficiently validate your contract within minutes

Easily adapt the selected clauses into your legal document with the Download feature, providing you with options to either download all recommended clauses or selected clauses in Microsoft Word format. Complete your contract analysis by comparing the Recommended Clauses and Sub-Clauses to your original document in an automatically linked comment bubble format in your document.

6 Commercially sensitive information

Nothing in this agreement shall require any party to provide or disclose to the other parties or any of their respective advisers, any information:

6.1 that is commercially or competitively sensitive or confidential or which constitutes a trade secret and, in each case, has not previously been disclosed to the other parties;

6.2 in circumstances that would result in the loss or waiver of any privilege that subsists in relation to such information (including legal privilege); or

6.3 in circumstances that would result in that party being in breach of a material contractual obligation, and any such information shall, to the extent practicable and deemed appropriate by the disclosing party, be provided or disclosed to the other parties' legal counsel (and to the extent reasonably necessary, its other advisers) on an 'external advisers only' basis, with a non-confidential version of any relevant filing, notification, submission or communication being provided to the other parties.

7 Implementation of the Scheme and switching to an Offer

7.1 Where the Acquisition is being implemented by way of the Scheme, the Offeror undertakes that, before *[insert timing]*, it shall deliver a notice in writing to the Offeree either:

7.1.1 confirming the satisfaction or waiver of all [Pre-Conditions and] Conditions (other than the Scheme Condition); or

7.1.2 confirming its intention to invoke a Condition and providing reasonable details of the event which has occurred, or circumstances which have arisen, which the Offeror reasonably considers entitle it to invoke the Condition.

7.2 If the Acquisition is being implemented by way of the Scheme, the Offeror shall instruct counsel to appear on its behalf at the Scheme Court Hearing and undertake to the Court to be bound by the terms of the Scheme in so far as it relates to the Offeror to the extent that all the Conditions have been satisfied or waived prior to or on the date of the Scheme Court Hearing.

7.3 [Subject to clause 7.4, the OR The Offeror shall be entitled, with the consent of the SIC, to implement the Acquisition by way of an Offer rather than the Scheme (such election being a Switch).

7.4 The Offeror shall only be entitled to implement a Switch if:

7.4.1 the Offeree provides its prior written consent (Agreed Switch), in which case clause 7.5 shall apply;

7.4.2 a third party announces a firm intention to make an offer for the issued ordinary share capital of the Offeree (whether including or excluding any Offeree Shares held in treasury) which is recommended by the board of directors of the Offeree; or

7.4.3 the board of directors of the Offeree withdraws its unanimous and unconditional recommendation of the Scheme.

7.5 In the event of any Agreed Switch:

7.5.1 the Acceptance Condition shall be set at 1901% (or such lesser percentage as may be agreed

Clause Intelligence Recommendations

Recommended Clause 1/3

Commercially sensitive information
Nothing in this agreement shall require any party to provide or disclose to the other parties or any of their respective advisers, any information:

1 that is commercially or competitively sensitive or confidential or which constitutes a trade secret and, in each case, has not previously been disclosed to the other parties;

2 in circumstances that would result in the loss or waiver of any privilege that subsists in relation to such information (including legal privilege); or

3 in circumstances that would result in that party being in breach of a material contractual obligation, and any such information shall, to the extent practicable and deemed appropriate by the

Clause Intelligence Recommendations

Recommended Clause 2/3

Confidential Information

1 Each party agrees that it may use the other party's confidential information only in the exercise of its rights and performance of its obligations under this Agreement and it shall not disclose the other party's Confidential Information except in accordance with this clause.

2 Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives that need to know the other party's Confidential Information in order to exercise the disclosing party's rights or perform its obligations under this Agreement, provided

Clause Intelligence Recommendations

Recommended Clause 3/3

Confidentiality

1 Each party agrees that it may use the other party's Confidential Information only in the exercise of its rights and performance of its obligations under this Agreement and that during the Term and thereafter it shall not use or disclose such Confidential Information except in accordance with this clause.

2 Subject to clause , each party may disclose the other party's Confidential Information :

2.1 to those of its employees, officers, professional advisers or representatives who need to know such Confidential Information in

 Downloaded Document

Explore the seamless experience of AI-enhanced contract analysis

Learn more about Lexis® Clause Intelligence
Request for a demo!

Contact your Account Manager or LexisNexis customer support:

Singapore

✉ myln@lexisnexus.com

☎ +65 6349 0110

🌐 www.lexisnexus.com.sg/solutions/lexis-clause-intelligence



Malaysia

✉ mylexisnexus@lexisnexus.com

☎ 1800.88.8856

🌐 www.lexisnexus.com.my/solutions/lexis-clause-intelligence

