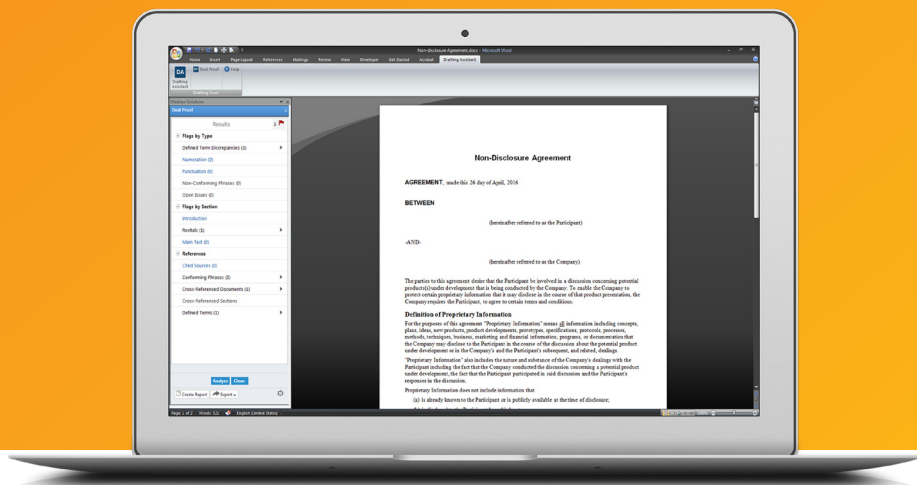


# DRAFTING ASSISTANT FOR TRANSACTIONAL DOCUMENTS

Draft legal documents with greater  
speed and accuracy



## YOUR SECOND SET OF EYES

Even the slightest drafting mistake can have unintended, and sometimes disastrous, consequences. Prevent those mistakes and save hours with Drafting Assistant for transactional documents, the drafting and analysis software tool from Thomson Reuters.

### Avoid unintended drafting errors and cut proofing time in half

The Drafting Assistant core analyzer engine, Deal Proof®, works within Microsoft Word to intelligently scan your documents in seconds, alerting you to errors, inconsistencies, missing information, and more. Rapidly identify and assess potential issues such as defined term and cross-reference discrepancies.

*A recent U.S. study shows that Drafting Assistant – Transactional take 60% off typical review time.*

### Protect your client's interests, no matter who's drafting

Use Drafting Assistant as a sword *and* a shield. Run the other side's document through the analyzer to expose and exploit their drafting weaknesses.

## Produce documents that reflect the latest market practice

Drafting Assistant for transactional documents integrates with Practical Law Canada to jump-start your drafting. Access hundreds of standard documents and clauses. Quickly benchmark your documents and incorporate best-in-class precedent language, all within Microsoft Word.

### Draft faster

Access Practical Law Canada documents or your firm's Contract Express automated templates to quickly generate a first draft directly in Microsoft Word.

## EASY TO USE, PLUS HELP WHEN YOU NEED IT

Drafting Assistant for transactional documents is so intuitive you can start using it right away with little or no learning time. Or if you need help, training and support are available 24/7 at no additional cost.

*See next page*



## REVIEW AND PROOFREADING

PROTECT YOUR LEGAL DOCUMENTS FROM DRAFTING ERRORS  
AND SPEED UP THE REVIEW PROCESS

The screenshot displays the Microsoft Word interface with the 'Drafting Assistant' tab active. The main document is an 'INDEMNIFICATION AGREEMENT'. Two sidebars are open:

- Left Sidebar (Deal Proof 1):** Shows 'Results' with 13 flags. It includes sections for 'Flags by Type' (Defined Term Discrepancies (3), Numeration (3), Punctuation (2), Non-Conforming Phrases (3), Open Issues (2)) and 'Flags by Section' (Introduction (3), Recitals (1), Main Text (10)). It also has a 'References' section with Cited Sources (4), Conforming Phrases (4), Cross-Referenced Documents (5), Cross-Referenced Sections (5), and Defined Terms (3). Buttons for 'Analyze' and 'Clean' are at the bottom.
- Right Sidebar (Deal Proof 2):** Shows 'Reports'. It asks 'How would you like the flag report organized?' with options 'By Section' and 'By Type' (selected). Below, it asks 'Select sections to include in the report.' with a list of checkboxes:
  - ☒ Flags
    - ☒ Defined Term Discrepancies
      - ☒ Defined But Not Capitalized
      - ☒ Defined But Not Used
      - ☒ Defined More Than Once
      - ☒ Defined Term Location Misstated
      - ☒ Out of Alphabetical Order
      - ☒ Undefined
      - ☒ Undefined In Referenced Document
    - ☒ Non-Conforming Phrases
    - ☒ Numerical Discrepancies
      - ☒ Document Numbering
      - ☒ Text/Number Mismatches

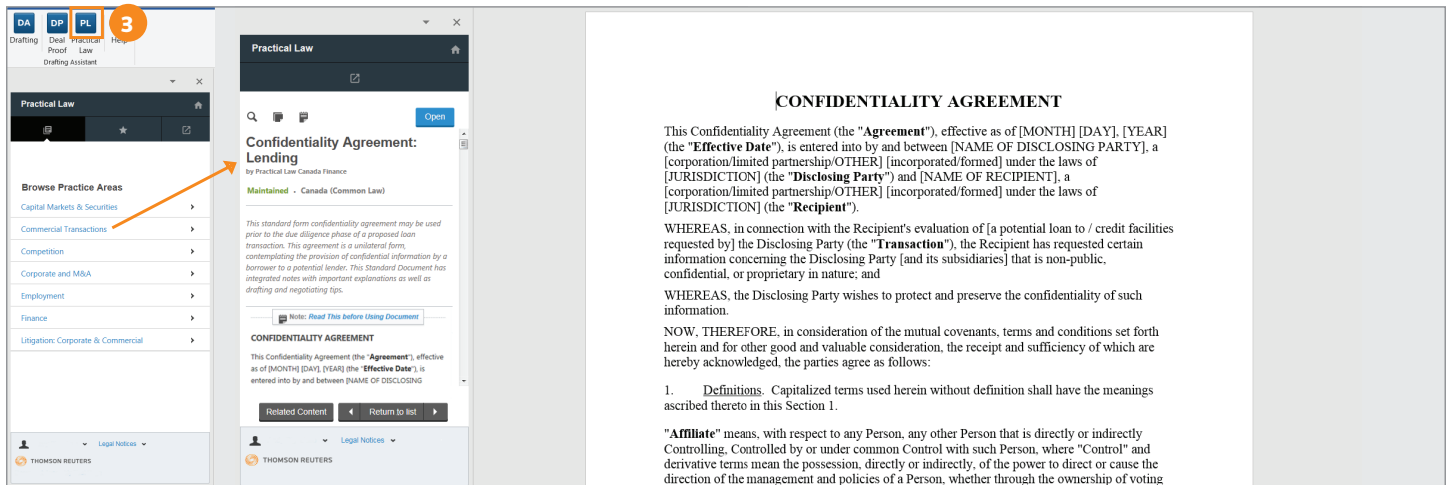
### 1 Proofread and review

Run the Drafting Assistant core analyzer engine, Deal Proof, to instantly identify and correct open issues, inconsistencies, and more. Then use Flags to jump directly to potential drafting mistakes to review and correct if needed.

### 2 Create custom reports

Get detailed reports of flagged items to correct for yourself or to share with colleagues via email.

## PRACTICAL LAW INTEGRATION\*



**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "**Agreement**"), effective as of [MONTH] [DAY], [YEAR] (the "**Effective Date**"), is entered into by and between [NAME OF DISCLOSING PARTY], a [corporation/limited partnership/OTHER] [incorporated/formed] under the laws of [JURISDICTION] (the "**Disclosing Party**") and [NAME OF RECIPIENT], a [corporation/limited partnership/OTHER] [incorporated/formed] under the laws of [JURISDICTION] (the "**Recipient**").

WHEREAS, in connection with the Recipient's evaluation of [a potential loan to / credit facilities requested by] the Disclosing Party (the "**Transaction**"), the Recipient has requested certain information concerning the Disclosing Party [and its subsidiaries] that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings ascribed thereto in this Section 1.

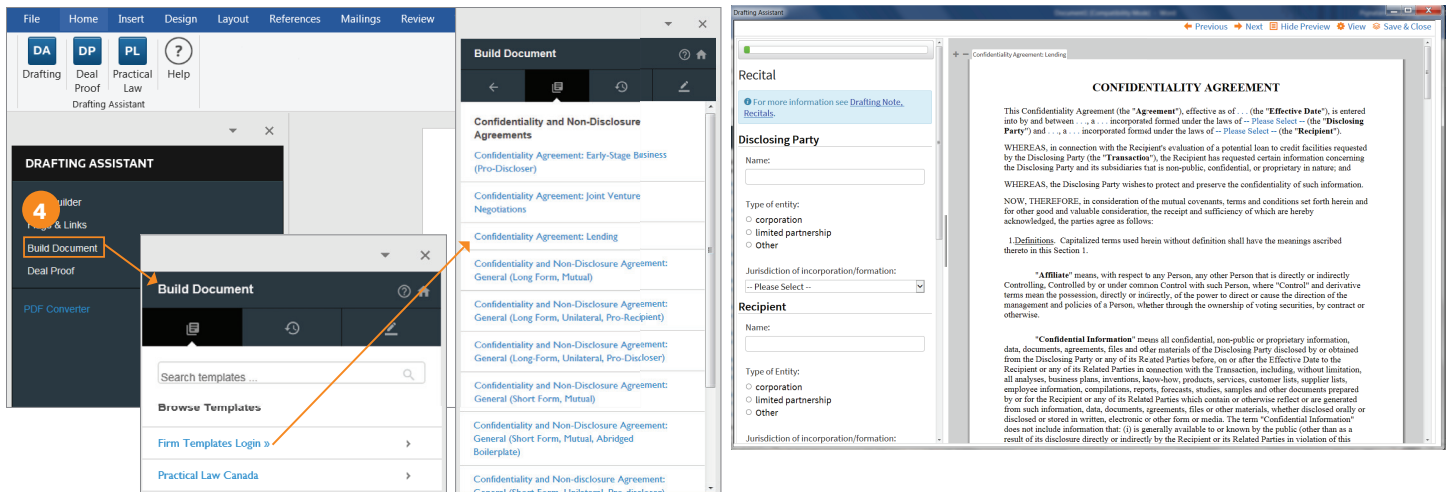
"**Affiliate**" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting

### 3 Integrates with Practical Law Canada

Search and access best-in-class Practical Law Canada standard documents and clauses within Microsoft Word, so you can quickly benchmark your documents, get drafting guidance, or cut and paste precedent language.

*\*Practical Law Canada subscription required*

## THE POWER OF AUTOMATION



**Build Document**

Confidentiality and Non-Disclosure Agreements

- Confidentiality Agreement: Early-Stage Business (Pro-Discloser)
- Confidentiality Agreement: Joint Venture Negotiations
- Confidentiality Agreement: Lending
- Confidentiality and Non-Disclosure Agreement: General (Long Form, Mutual)
- Confidentiality and Non-Disclosure Agreement: General (Long Form, Unilateral, Pro-Recipient)
- Confidentiality and Non-Disclosure Agreement: General (Long Form, Unilateral, Pro-Discloser)
- Confidentiality and Non-Disclosure Agreement: General (Short Form, Mutual)
- Confidentiality and Non-Disclosure Agreement: General (Short Form, Mutual, Abridged Boilerplate)
- Confidentiality and Non-Disclosure Agreement: General (Short Form, Unilateral, Pro-Discloser)

**Build Document**

Search templates ...

**Browse Templates**

- Firm Templates Login >
- Practical Law Canada >

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "**Agreement**"), effective as of ... (the "**Effective Date**"), is entered into by and between ... (the "**Disclosing Party**") and ... (the "**Recipient**").

WHEREAS, in connection with the Recipient's evaluation of a potential loan to credit facilities requested by the Disclosing Party (the "**Transaction**"), the Recipient has requested certain information concerning the Disclosing Party and its subsidiaries that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings ascribed thereto in this Section 1.

"**Affiliate**" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Confidential Information**" means all confidential, non-public or proprietary information, data, documents, agreements, files and other materials of the Disclosing Party disclosed by or obtained from the Disclosing Party or any of its Related Parties before, on or after the Effective Date to the Recipient or any of its Related Parties in connection with the Transaction, including, without limitation, all analyses, business plans, inventions, know-how, products, services, customer lists, supplier lists, employee information, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient or any of its Related Parties which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media. The term "Confidential Information" does not include information that: (i) is generally available to or known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Related Parties in violation of this

### 4 Integrates with Contract Express and Practical Law Canada Automated Documents

Generate a first or final draft of your document(s) in minutes with Practical Law Canada Automated Documents\* or your firm's automated templates powered by Contract Express.\*\* You can access all of your automated templates without leaving Microsoft Word via the Build Document feature in Drafting Assistant Transactional.

*\*Practical Law Canada qualified subscription required.*

*\*\*Contract Express subscription required.*

## CONSIDER DRAFTING ASSISTANT – INDUSTRY-LEADING LEGAL PROOFREADING SOFTWARE

### What Drafting Assistant Transactional users are saying:

- Reduced time spent on proofing documents by 61%
- 93% say it catches items they may have otherwise missed
- 91% say it saves time when reviewing documents
- 89% say it helps them mitigate the risk of errors in their documents
- 89% say it enables them to effectively use their time on higher value activities

*\*Based on a Thomson Reuters study re legal drafting software.*

**Visit [thomsonreuters.ca/dat](https://thomsonreuters.ca/dat)**

**To order or get more information, contact your representative at 1-800-387-5164.**

