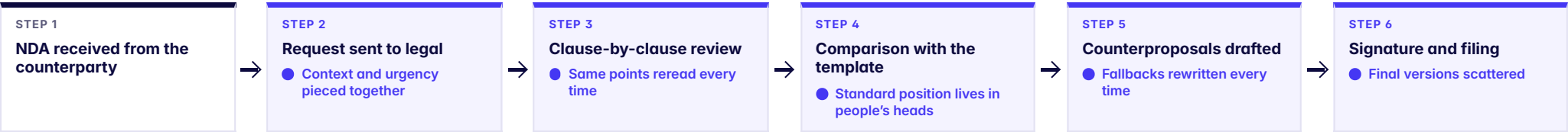


Reviewing incoming NDAs

THE WORKFLOW AS IT RUNS TODAY

≈ 30 NDAs received a month (illustrative) · ≈ 25% on the template as is (illustrative) · ≈ 5 days from receipt to signature (illustrative) (illustrative, approximate figures)

● friction point



BEFORE YOU START

Write down the standard position.

Document the template, acceptable fallbacks, and red lines clause by clause; give each rule an owner and a dated version. The tool comes after.

UNDER THE HOOD

Clause-by-clause segmentation of the NDA, text comparison against the standard template, deterministic rules for designated fields and red lines, an analysis drafted by an LLM instructed to cite the playbook and an approved fallback, and input and output guardrails with routing to legal. A loop connects the log, lawyer review, and the evaluation set. Diagram and controls on page 2.

STAGE 1 HUMAN IN THE LOOP

The assistant flags deviations, the lawyer decides

- 1 The NDA comes in — through the same channel as today.
- 2 The assistant flags deviations — clause by clause, citing the rule.
- 3 The lawyer decides — accepts, negotiates, or redrafts.
- 4 Every correction is logged — by clause type.

What this stage produces: a clause-by-clause measure of deviations caught and deviations missed. Estimated duration: 2 to 3 months.

STAGE 2 THE ASSISTANT CLEARS NDAS THAT MATCH THE TEMPLATE

It clears NDAs that match the template; legal handles the rest

CLEARs WHEN

- The NDA uses the current standard template
- The text differs only in the designated fields
- The agreement type and counterparty are approved

ROUTES TO LEGAL WHEN

- Any clause departs from the template, however slightly
- The NDA is on the counterparty's paper
- The agreement involves a competitor, a foreign party, personal data, a sensitive project, or similar

Every week, legal reviews a sample of cleared NDAs and keeps the playbook up to date.

WHY HERE, AND UNDER WHAT CONDITIONS

High volume · Clear owner · Clear output · Known pain point

- A written standard position template, fallbacks, and red lines approved.
- Simple NDAs only no licensing, exclusivity, or non-compete terms.
- No final legal judgment left to AI: the lawyer makes the call.
- Unusual, sensitive, or ambiguous NDAs routed to legal.

The risk does not go away, but it becomes more visible, measurable, and manageable.

MOVING FROM STAGE 1 TO STAGE 2

Decided one agreement type at a time, not in advance, based on what legal observes during stage 1:

- Deviations caught and missed, by clause
- Corrections needed, by clause type
- Exceptions correctly routed
- No significant incident observed within the tested scope
- A current playbook, each rule with an owner

Prospect NDAs on the standard template could move to stage 2, while partnership NDAs stay in stage 1.

THE GOAL, AND HOW TO MEASURE IT

Not to take review away from lawyers, but to shorten turnaround on standard NDAs, stop repetitive rereads, and free up time for agreements that call for judgment.

Time from receipt to signature for an NDA that matches the template

≈ 5 days → ≈ 1 day

today (illustrative) → illustrative stage 2 target · also tracked: the share of NDAs cleared without lawyer review, 20–25% (illustrative target)

Reference architecture: how the system stays under control



CONTROLS AND SECURITY

Evaluation

A reference set of about 150 past NDAs, pseudonymized or anonymized as the test requires, with expected deviations annotated by a lawyer. Metrics: deviations caught and missed by clause, classification accuracy, and the rate at which exceptions are correctly routed (routing recall). Rerun whenever the model, a rule, or the instructions change.

Observability

Every NDA processed is logged: clauses identified, deviations flagged, rules cited, routing decision. Contracts and counterparty data: log minimized, access restricted to authorized roles, retention defined by purpose and applicable obligations.

Identity and access

SSO (SAML or OIDC). Only legal can change the playbook, the template, or the clause library. Signing authority stays with authorized signatories.

Data

Hosting and data transfers verified for the chosen solution; contractual terms barring use of the data for model training; encryption; confidentiality owed to counterparties; documented Swiss FADP assessment.

Application security

Protection against prompt injection, including in the text of the incoming NDA. Scope limited to three outcomes: prepare an issues list, clear a template-matching NDA for signature, or route to legal. A person always signs.

Three ways to build it

Three options: the module in your existing contract management tool, a contract review platform, or a custom build (comparison, rules, model API). The choice comes after the playbook is written down, not before.