

# Lawgood on VitalLaw™ for Corporate Counsel

## Draft contracts in minutes, not hours.

Created by in-house lawyers for in-house lawyers, **Lawgood on VitalLaw™ for Corporate Counsel** makes it faster, easier, and more efficient for in-house legal teams to draft market-driven contracts without precedent libraries, expensive practice resources, or tedious research.

### Create contracts



more quickly  
(in minutes & change  
clause language  
in seconds!)



with increased  
accuracy



in-house

### ROI



Reduce outside  
counsel budget  
dollars



Save 20+ hours  
on drafting a  
single contract



Bridge the gap between  
your department's  
strategy and the  
actual execution

### Besides the ROI, why should you take a deeper look?

- ✓ No software to install.
- ✓ Seamlessly integrated with VitalLaw™ for Corporate Counsel for easy access.
- ✓ Interactive and intuitive interface eliminating the need for training or onboarding.
- ✓ Easily tailor contracts and clauses based on party position, location, and industry.
- ✓ Change clause language and favorability in seconds based on deal and company needs.
- ✓ Contracts and clauses are researched and vetted by lawyers from Am Law 100 firms, so you don't have to spend hours searching for the best language, or risk using random precedents.
- ✓ Templates and language are updated regularly to reflect current law and market trends.

*"You can draft high quality contracts in minutes, without wasting time looking for precedents or standard forms. I highly recommend it."*

- **Brian Liu**, Founder of LegalZoom and BizCounsel

Agreement	No Resources	Other Provider <sup>1</sup>	VitalLaw™ + Lawgood	Total Time Savings
Master Service Agreement	25 hrs	11 hrs	35 min	24+ hrs
License Agreement	23 hrs	4 hrs	20 min	22+ hrs
Executive Employment Agreement	12 hrs	6 hrs	15 min	12+ hrs

<sup>1</sup>Dewey B Strategic Post

START OVER
DOWNLOAD DOC

**6.3 Fiduciary Duties.**

This Agreement is not intended to create or impose any fiduciary duty on the Member. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or equity, to the maximum extent permitted by the Act, the Member shall owe no duties (including fiduciary duties) to the Company; *provided, however*, that the Member shall have the duty to act in accordance with the implied contractual covenant of good faith and fair dealing. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or equity, to the maximum extent permitted by the Act, the Member shall not be liable to the Company for breach of this Agreement or any duty (including any fiduciary duty); *provided* that the Member may be liable to the Company for any act or omission that constitutes a bad faith violation of the implied covenant of good faith and fair dealing.

OPTIONS:

Waiver of fiduciary duties

No fiduciary duties except for good faith

Fiduciary duties under the Act

Duty of loyalty

No fiduciary duties except for good faith

**7. TRANSFERS**

The Member may sell, hypothecate, pledge, assign, or otherwise voluntarily transfer any part or all of its interest as a Member in the Company to any other person at any time. If a Member transfers its entire membership interest, the transferee shall become a Member without any further action unless the Member and the transferee agree

**Easily change your position for a particular clause with one click!**

*“Lawgood saves me hours of drafting and research. And it’s super easy to use.”*  
 - **Blake Fallar**, Senior Counsel, Tinder

To learn more, or request a demo, visit [WoltersKluwerLR.com/CorporateCounsel](http://WoltersKluwerLR.com/CorporateCounsel) or call 1-800-955-5217.