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To: [All A&G Staff](#) [Practice Trainees](#) [All China Staff](#) [All Indonesia Staff](#) [All Myanmar Staff](#) [All RL&P Staff](#) [All Vietnam Staff](#)

Subject: A&GEL Insider: Issue 5

Importance: Normal

Sensitivity: None

Attachments:

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ALLEN & GLEDHILL

A&GEL INSIDER: ISSUE 5

Quicker Agents in **Playbook** • Pin-Cite Referencing • Numerous **Updates**

A&GEL DEVELOPMENT TEAM



Dear Colleagues

A&GEL Insider Issue. 5 – Quick Updates on the latest A&GEL Patch

We are pleased to share some recent updates to A&GEL:

- **Inline Referencing Across Apps.** Deep Research, Timeline, and Scope Summary now feature clickable inline citations. These references facilitate **instantaneous cross-checking of outputs against source documents**. This functionality eliminates external navigation, allowing you to verify specific points across multiple documents directly on a single page for maximum efficiency.

1. Commercial terms and Consideration

The transaction involves the purchase of

- Initial Cash Consideration: A sum of
- Consideration Shares: Issuance of
- Earn-Out: A performance-based consideration

Completion is scheduled for the last business day of

2. Conditions Precedent (CPs)

Key CPs include:

- Regulatory: CCCS clearance or approval
- Consents: Change of control waiver
- MAC: Absence of a Material Adverse Effect

3. Representations and Warranties

The Sellers provide several tiers of warranties:

- Fundamental Warranties: Title, ownership, and control
- Business Warranties: Covering financial, legal, and operational matters
- Specific Compliance: Explicit warranties regarding regulatory requirements

4. Liability and Safeguards

- W&I Insurance: Business warranties are covered by a policy (11)
- Time Limit: 7 years for Tax Warranties (12)
- Bad Leaver: Sellers lose earn-out rights if they resign or are terminated for cause (13)

5. Governing Law and Jurisdiction

The agreement is governed by Singapore law (14). The courts of Singapore have exclusive jurisdiction over disputes (15).

ACCOUNTS)

4.1 Preparation As soon as practicable and in any event within [60] days after Completion, the Buyer shall prepare and deliver to the Sellers a draft of the Completion Accounts.

4.2 Working Capital Adjustment

- If the Actual Working Capital exceeds the Target Working Capital, the Buyer shall pay the excess to the Sellers.
- If the Actual Working Capital is less than the Target Working Capital, the Sellers shall pay the deficiency to the Buyer.
- Note: "Working Capital" shall be defined strictly to exclude Founder expenses and non-trading items...

5. CONDITIONS PRECEDENT

5.1 Conditions Completion of the sale and purchase is conditional upon: (a) **Regulatory:** Confirmation that no filing is required with the CCCS, or if required, approval has been obtained.

If a Seller becomes a Bad Leaver prior to the payment of any tranche of the Earn-out Consideration, such Seller's right to receive any unpaid Earn-out Consideration shall automatically lapse.

[Open document in new tab](#)

- Inline Referencing & Cleaner "Explanations" in Review.** The Review page now features structured inline referencing within the expanded "Explanation" section. Clicking any cell reveals precise citations linked to source documents. This update includes a cleaner, more organised structure for the "Explanation" section, facilitating ease of reading and **rapid verification of AI-generated points against the ground truth without leaving the page.**

Explanation

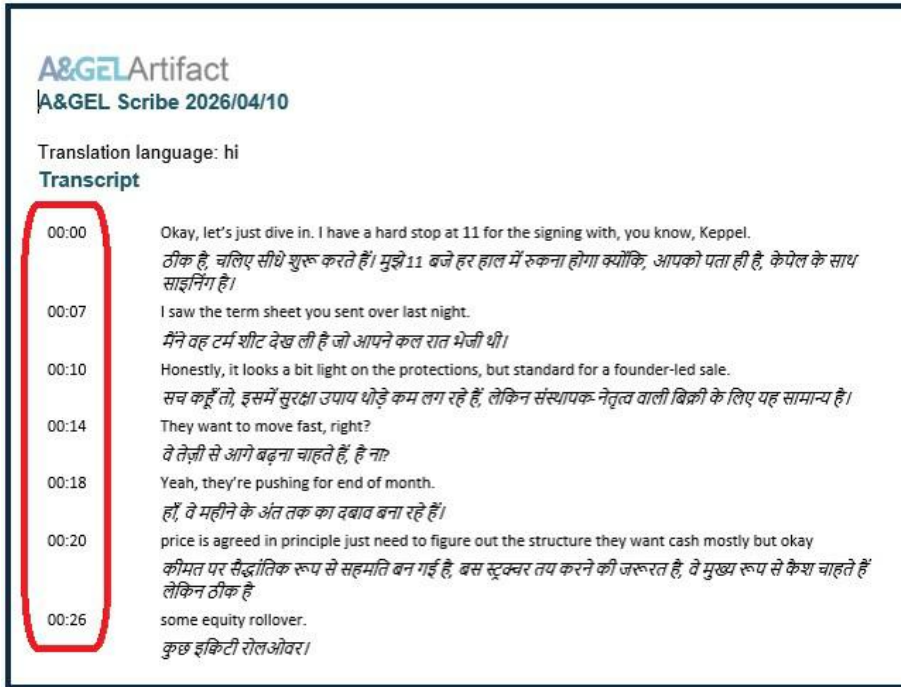
Analysis of Deemed Knowledge

The Agreement contains specific language in Article III (Representations and Warranties of Vendor) that explicitly attributes knowledge to the Purchaser based on the contents of the Data Room (1).

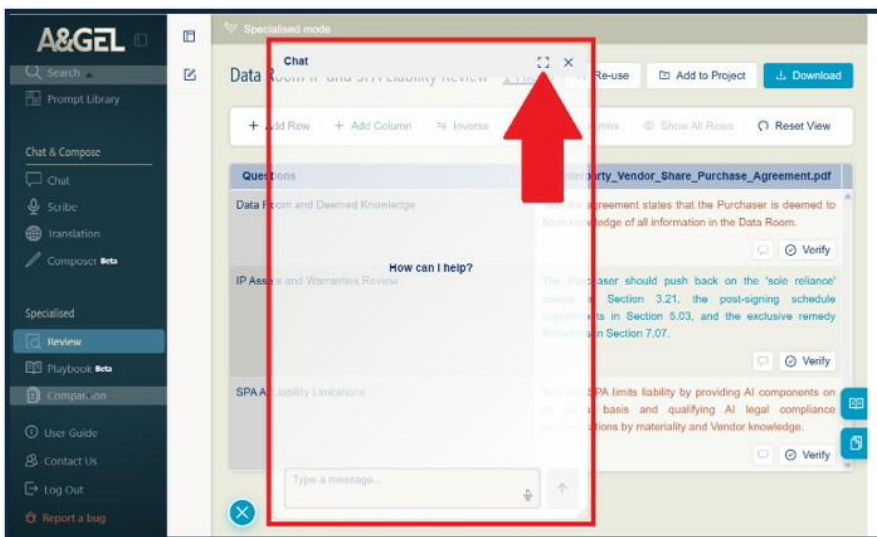
- Deemed Disclosure:** Any fact or information set forth in the Data Room is 'deemed to be disclosed in the Disclosure Schedules' for all purposes, including as an exception to the representations and warranties (2).
- Deemed Knowledge:** The text explicitly states that the 'Purchaser shall be deemed to have Knowledge of all such information' (3).
- Impact on Breach Claims:** Furthermore, such information is 'deemed to be knowledge of an inaccuracy or breach' for the purposes of Section 7.04(g) (4), effectively preventing the Purchaser from claiming a breach for matters available in the electronic folder.

This provision creates a high standard of constructive knowledge for the Purchaser regarding all documents provided by the virtual data room provider (5).

- **Downloadable Scribe Transcripts, Now With Timestamps.** Scribe transcripts now include timestamps within the downloaded Word document. These markers allow for simpler navigation and reference to specific moments within the recorded conversation or meeting.



- **Moveable Mini-Chat Interface.** The Review, Comparison & Side by Side features were recently updated to have a mini-chat window that allows you to "talk" with documents and A&GEL outputs simultaneously. To make it easier to navigate A&GEL outputs without mini-chat obstructing your primary workspace, mini-chat is now moveable and resizable.



- **Several Other Updates:**
 - **Easier Termination of A&GEL Sessions.** Ongoing sessions can now be terminated by deleting them from the History tab, in addition to the existing method of pressing the "Stop" button. This provides greater control to halt processing if you need to amend a prompt and rerun the session, or if a sessions is experiencing bugs/issues.
 - **Enhanced Search.** Now with inline referencing, better keyword matching, and in-document

search.

- **Faster Guided Summary with Interim Updates.** Guided Summary now provides interim updates with inline-referencing during generation. This update also increases output speed for Guided Summary. *Note, if your Guided Summary is 'simple', it might load fast enough to skip over these interim updates.*
- **Optimized Files UI Layout.** The Files page UI has been improved with better pagination, where you should be able to see more files and folders at a glance, filling up your screen dynamically.
- **General Stability and Bugfixes.** This update incorporates various minor bugfixes and backend optimisations to enhance overall platform stability.

FAQs & Example Use Cases

For those of you just starting to explore A&GEL, to help you get started, our Technology and Corporate IP lawyers, who led the development of A&GEL, have put together the following resources:

- a set of [FAQs](#);
- a [Demo of Use Cases for A&GEL's features](#); and
- a [Video Walkthrough](#).

As always, if you encounter any issues, please Teams message or e-mail our A&GEL Developer, Marcus, (marcus.chin@agasia.law) or the A&GEL Support e-mail (angel.support@agasia.law); it'll be sufficient if you can provide the following 3 details:

1. **Timestamp (e.g. "a chat I started at 4:31PM today")**
2. **Feature in issue (e.g. "tried uploading a file in Analysis – Deep Research, it did not load")**
3. **Brief Description or screenshots**

Cheers,
A&GEL Development Team

AGLogo.png

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All outgoing emails will utilise our new "@agasia.law" domain. You may wish to whitelist our new email domain to ensure successful receipt going forward. Our website will remain the same: www.allenandgledhill.com

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