

# Revenge of the Sea Squirts: More Encrusted Boilerplate

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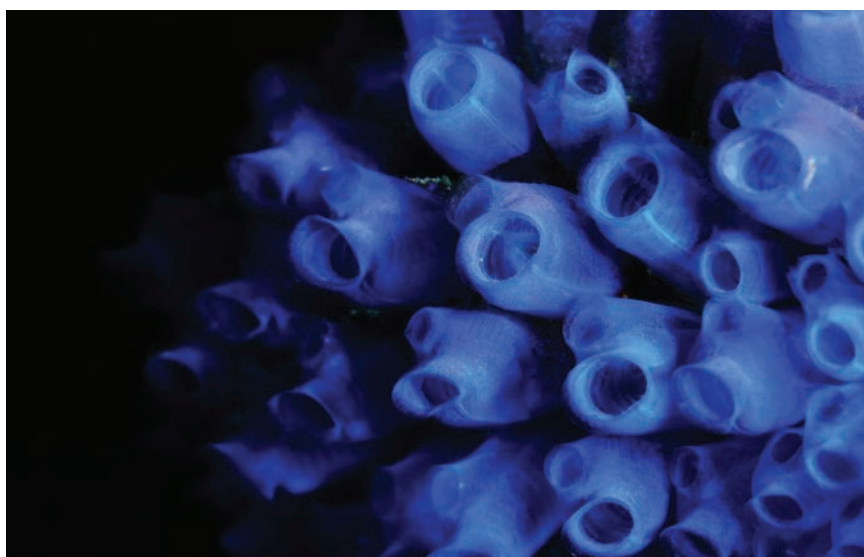
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1

## Avoiding Sea Squirts In Your Contract



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## A Selection of Recurring Sea Squirt Issues

- Dangers of Standard No Third Party Beneficiary Clauses
- Choice of Law Anomalies
- Effective Non-Reliance Clauses (Not) and the Dangers of Undefined Fraud Carveouts
- Hidden Boilerplate
- Waivers of Consequential Damages (What are we thinking?)
- Placeholder Claims – Survival Periods that really aren't
- Preliminary Agreements: Written or Oral
- Late Additions to the Sea Squirt Designation

3

3

## No Third Party Beneficiary Clauses

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4

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Also available as part of the eCourse

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15<sup>th</sup> Annual Mergers and Acquisitions Institute session

"Revenge of the Sea Squirts: More Glenn West on Encrusted M&A Boilerplate"