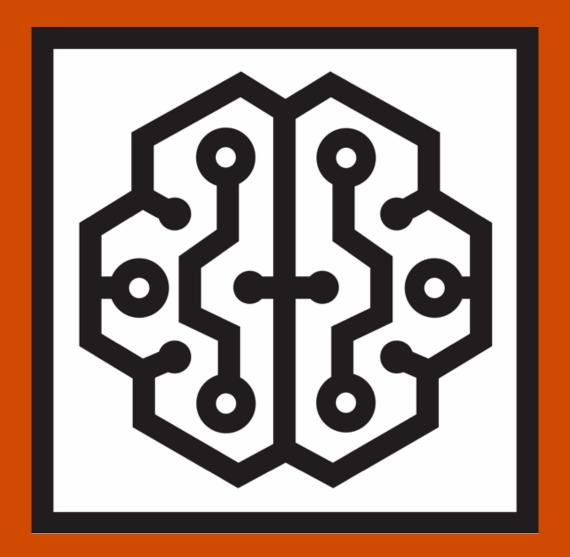




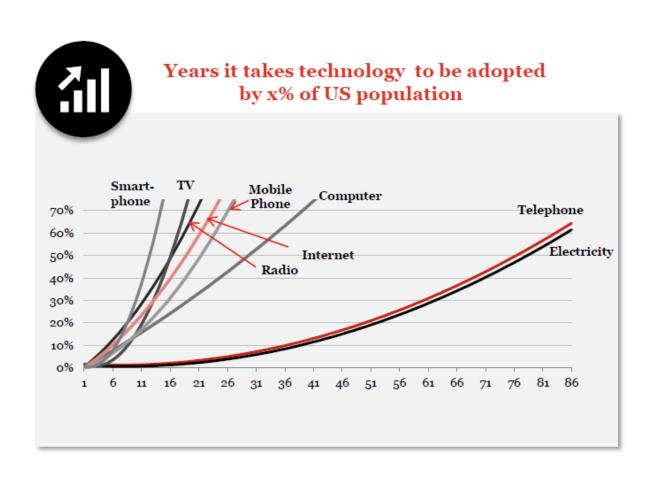
You have five years to reinvent the legal profession

Richard Susskind 2016



Technology disrupts businesses at an increasing pace

The legal market needs to act fast to keep with the current pace.



Artificial intelligence

AI is an umbrella term for "smart" technologies that are **aware of and can learn from their environments** to assist or augment human decision making.

In practice:

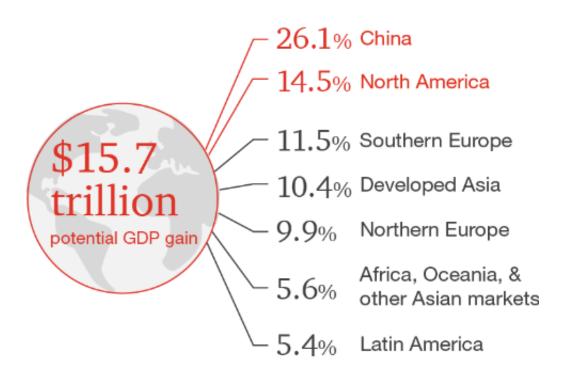
machine learning

recommendation engines

chatbots

image recognition

China and North America will see biggest Al gains by 2030



Source: PwC Global Artificial Intelligence Study, 2017

Artificial intelligence in the legal profession

Investments in AI and ML software for the legal profession increase rapidly.

The continouous increase in Al related investments indicates the need for optimization of processes within the legal function. For example, Al can be used for electronic discovery, making review processes faster and more accurant.

A whopping **71%** of law departments cite the need to increase productivity without increasing headcount as their main driver for Al adoption.

HBR Law Department Survey 2017



Why AI in legal?

The use for AI in the legal profession, especially e-Discovery and document review processes, is endless. But what are the reasons to opt for AI in stead of manual processes?

1	Fast	Can save up to 90% of the time it takes a lawyer to do the same work
2	Accurate	The quality of outcome increases the more training data the algorithm has encountered. Accuracy can quickly reach a +90% level whereas a human intelligence often reaches an accuracy level of 85%.
3	Meticulous	The algorithm can find clauses and wordings that lawyers would normally not find or identify as risks.
4	Tireless	The software works 24/7 with the same speed and quality all the time. No lunch breaks or after dinner dips!
5	Inexpensive	In general, the costs are less than a digital data room and manual processes.
6	Time	Automates repetitive work; lawyers can focus on more value creating tasks.
7	Business improvements	Reduced costs and time spent on repetitive tasks.

7







Request of the client

Automated document review

The client had **limited insight** in the The information was stored in **different Problem** Data differences between the legal documents **locations**, knowing that there are always extraction four recurring documents per investment. (memorandum of understanding, deed of issuance of shares, SHA, articles of The recurrence in documentation made association) pertaining to their investments the use case eligible for Al document and the risks connected therewith. review. PwC used artificial intelligence (with The unstructured data in legal documents Solution Result machine learning component) to go was made structured. The structured data through number of categorized was used for data analysis and documents. The ML component allowed visualization. A user-friendly contract the software to learn from the SME's. dashboard was the final deliverable.

PwC Legal Automated Document Review

Phased approach

In co-creation with the client



Determination of the objective of the automated document review and the scope of the assignment together with the client. We organized a workshop to align all interests and ensure every party was on the same page.





We briefly reviewed and identified the 4 document types involved, for this particular project it pertained to several corporate documents of the target companies: the articles of association, deed of issuance for the transfer of shares, memorandum of understanding and shareholders' agreement.





Our SME's were trained to work with the software and to program the different recipes which will be ultimately used for review of the documents.





The recipes were applied to the documents by our SME's and perfected to reach an as accurate outcome as possible.





Reviewing the output of the software (by our SME's) to determine the accuracy and analyze the results. Performing data analysis on the contract data.





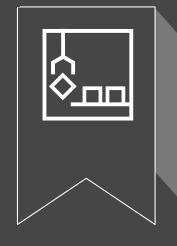
Structuring unstructured data and uploading the results in a user-friendly dashboard (visualization of the data).



Using AI software in projects: approach

Kick-off

Together with the client, we will have a kick-off meeting to align expectations and identify key issues



Training

Training of documents with 5-30 samples per document type(depending on the ML method).



Testina

The process of training and testing continues until the wanted results are reached





Recipe

To train the recipe, we have included a subject matter expert, two trainers (associates) and a partner review on the final recipe

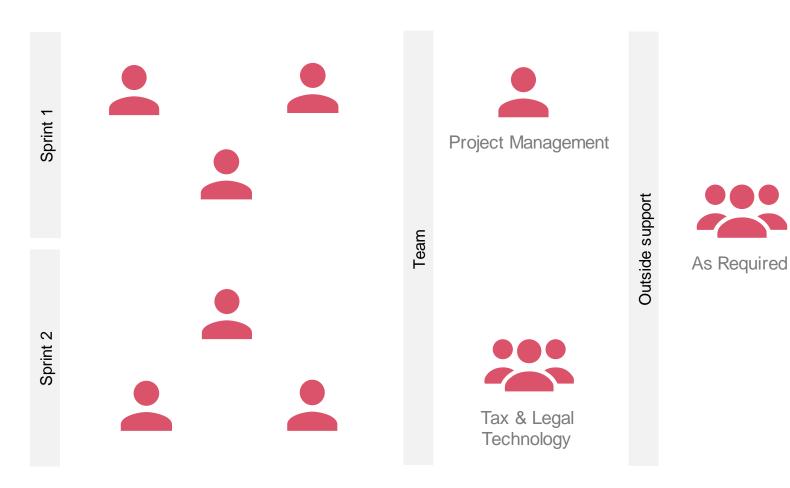


The results will be reviewed and improved by two trainers – who function as guides – and two project reviewers.

Visualisation

The data has gone from unstructured to structured. We can analyze the structured data and visualize this.

Self-organizing team: Agile way-of-working





Administrator

Creates and modifies projects, users, recipes and workflows

Ingester

Adds documents and works with documents to create and modify clusters. Ensures proper inclusion of documents in the software.

Trainer

Creates and modifies recipes, trains the data points.

Reviewer

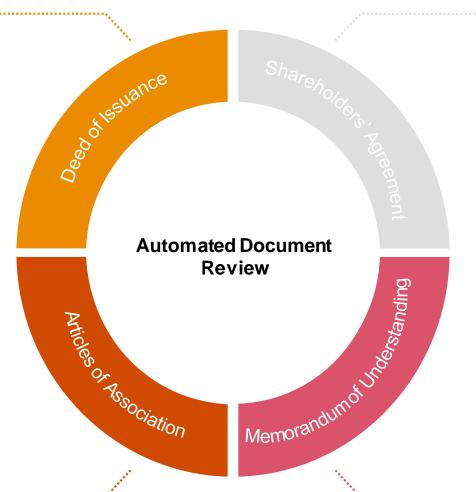
Views and edit the data points document review page. Reviews the outcome of the trained data points.



Examples of data points What data did we extract?



- Shareholders Resolution
- Transferred Shares
- Number of Shares
- Share type
- Nominal Value
- Shares number
- Pre-emptive rights
- Shares issued at par
- Payment amount



- Additional investors
- Anti dilution clause
- · Obligation to make investments
- Tag along/ Drag along
- Exit
- Entitlement advisory board
- Information obligation
- Right to audit
- Ownership
- Assianment
- Transfer restrictions
- Waiver claims
- · Agreement to prevail
- Entire Agreement Clause
- Partnership
- Confidentiality

- Termination
- Change of Control
- Amendment
- Assignment
- Adherence
- No rescission
- · No waiver
- Governing Law
- Jurisdiction
- Severance/Partial Invalidity
- Restrictive Covenants
- General time limitation
- General geographical limitation
- Financial interest
- Non solicitation
- Relationship clause
- Time limitation
- Geographical limitation
- Voting agreement

- Statutory Seat
- Financial Year
- Registered shares
- Certificate holder
- Deposit on shares
- Reduction of issued share capital
- Usufruct and pledge
- Voting rights
- Issue and Transferred requirements
- Appointment Executive Board
- Dismissal Executive Board

- Name of program
- Percentage of shares
- Pay up price
- Financing
- Liability
- Applicable law
- Jurisdiction
- Confidentiality
- Issue of shares percentage

The result: accurancy

96,25% 90,36% 82,10% 95,63%

Memorandum of **Understanding**

The memorandum of understanding gave back very accurate results. These documents were derived from the same template document.

Deed of Issuance

The deed of issuance in the Netherlands is a notarial document. The contents are similar. although each notary is free to choose their own wording.

Shareholders' Agreement

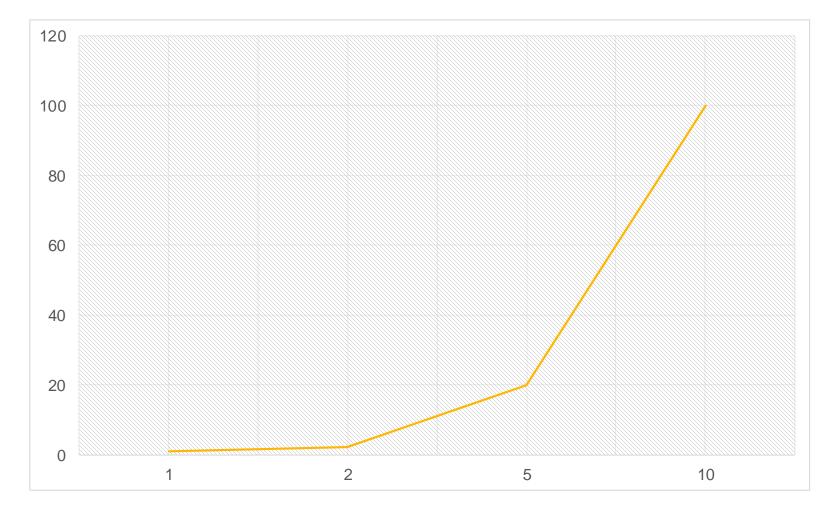
The SHA is a document in which lawyers use their own language. We found that language can differ as well as the clauses that are included in the document.

The articles of association in the Netherlands are executed by a notary. The contents are similar, although each notary is free to choose their own wording.

Short summary of the project

Key learnings

- The recipe has an exponential learning curve.
- The communication between the analytical lawyer and the binary computer and IT support must be optimized. This will be the lawyer's responsibility.



Thank you

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