

LegalTech Polska Meetup

GenAI - asystent do
negocjowania
umów

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Head of Legal w STX Next S.A.

- prawo umów, własności intelektualnej i nowoczesnych technologii
- STX Next: koordynacja zespołu i doradztwo prawne we wszystkich sprawach związanych z działalnością firmy
- negocjowanie umów, rozwiązywanie konfliktów i usprawnianie procesów



O czym dziś powiem

1

**z jakich
modeli
i narzędzi,
korzystam**

2

**do czego
wykorzystuję
AI w
negocjacjach**

3

**w jaki
sposób
formułuję
prompty**

4

**use case
zakaz
konkurencji i
kary za
opóźnienie**

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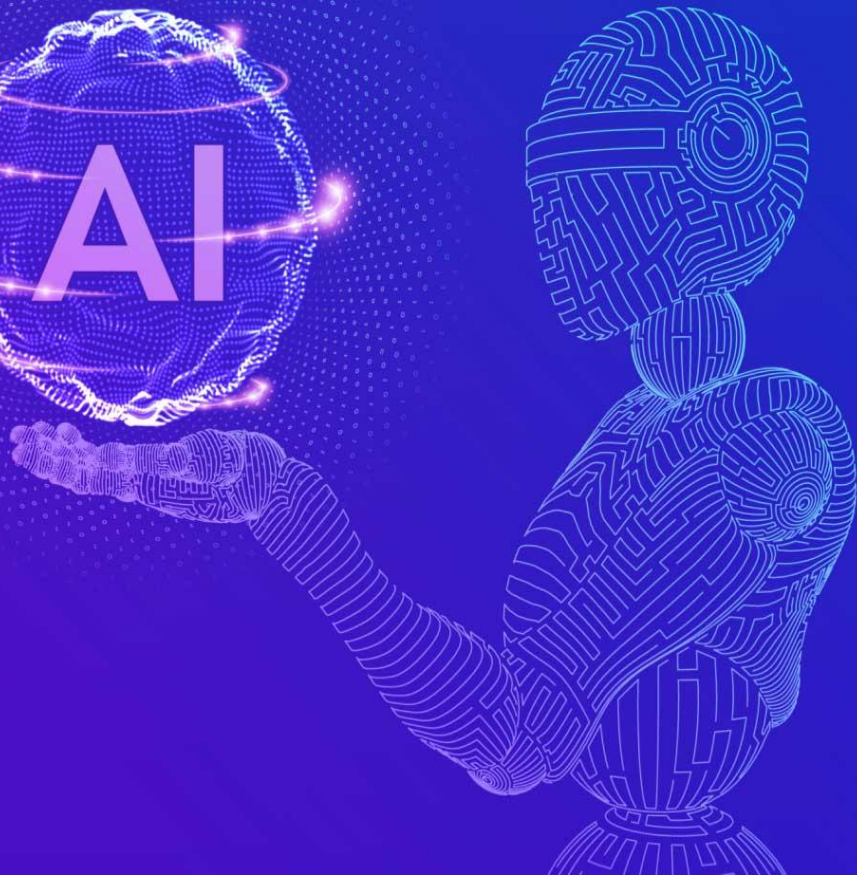
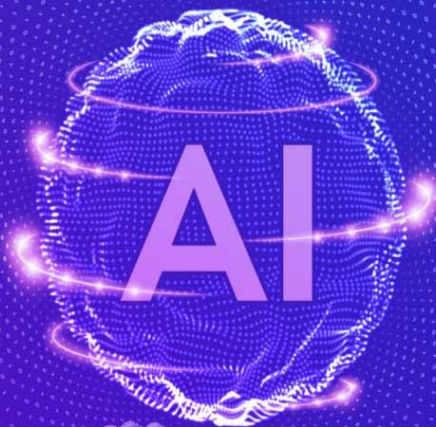
**use case
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GPT-4o



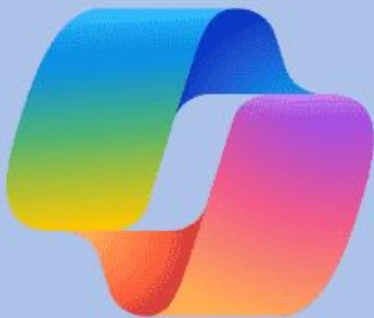
OpenAI





ChatGPT

VS



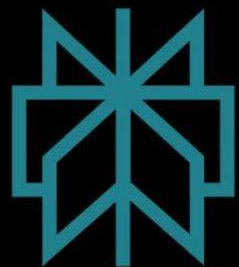
Copilot

VS



Gemini





perplexity



O czym dziś opowiem

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use case zakaz konkurencji i kary za opóźnienie

KLAUZULE UMOWNE

ARGUMENTACJA

WYJŚCIE Z IMPASU

SYMULACJA NEGOCJACJI

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KONTEKST



I'm an **in-house legal counsel** in the **softwarehouse** that [...].
I'm negotiating an **IT services agreement** under the **laws of England and Wales** with a **potential client**.
[...]

Przykładowe prompty

Draft a simple contractual clause with [...]

Zaproponuj zakaz konkurencji zabezpieczający interesy mojego klienta /obu stron.

Provide me some arguments why I cannot accept [...]

Is it a market standard in the IT services agreement: [...]

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Use case kary za opóźnienie

The client wants to introduce the following clause to the agreement:

Late Completion.

*Supplier will be subject to a **late completion deduction** applicable to any Services not completed by **the specified expected completion date** in the SOW.*

*Any late completion deduction will be **payable to Client within 30 days** of assessment or **set off** any fees due to Supplier.*

[...]

Use case kary za opóźnienie

What changes would you propose to the above clause to protect the interest of the supplier?

Alternatywnie:

... to make it more balanced?

Use case kary za opóźnienie

1. Capped Liability for Late Completion [...]
2. Grace Period [...]
3. Exclusions for Force Majeure [...]
4. Mitigation of Damages [...]
5. Dispute Resolution - Mediation [...]
6. Clarification of Terms:
 - Define the "expected completion date [...]"
 - Define "Services" [...]

Use case kary za opóźnienie

Draft a revised proposal based on the following considerations [...].

Highlight the changes you proposed to the original clause.

Late Completion.

Supplier will be subject to a late completion deduction applicable to any Services not completed by the specified expected completion date in the SOW, unless such delay is due to force majeure events or other circumstances beyond Supplier's reasonable control. Any late completion deduction **will be capped at** [a specific percentage, e.g., 10%] of the total contract value. Any late completion deduction will be proportionate to the actual delay and the demonstrable impact on Client. The Supplier shall have a **grace period of [e.g., 10]** business days from the expected completion date before any deductions are applied. Any late completion deduction will be payable to Client within 30 days of assessment or set off any fees due to Supplier. [...]. Client shall take reasonable steps to mitigate any losses resulting from late completion. Any disputes regarding late completion deductions shall be resolved through [mediation/arbitration] before any deductions are enforced.

Use case kary za opóźnienie

Propose arguments (explanatory comments) to support the above changes that I can share with the client.

Use case zakaz konkurencji

[...] **We've reached an impasse with the non-compete clause.** The client expects that during the agreement and 6 months thereafter the supplier will not provide services for **the client's reasonably identifiable direct competitors.**

We cannot agree to that since we provide services to a wide range of clients and we do not know who the client's direct competitor is.

We want them to add **a list of their competitors** to the agreement but they refused saying that drafting a list would be difficult.

Draft me an email to the client saying that we cannot accept their proposal.
We need a list of competitors.

Dear [Client's Name],

I hope this message finds you well.

*[...] We appreciate the importance you place on protecting your competitive position in the market, and we are committed to ensuring that our partnership maintains the integrity and confidentiality of your operations. Nevertheless, we find ourselves at an impasse concerning the broad nature of the proposed non-compete clause. As an organization that offers services to a diverse portfolio of clients across various industries, **it becomes impracticable for us to accept a restriction without a clear understanding of which specific competitors are encompassed within the clause. This creates a significant challenge for us in terms of risk management and strategic planning.***

*Our proposal to include a definitive list of your direct competitors within the agreement was intended as a means to establish clear parameters that would allow us to operate respectfully within the boundaries of our partnership. We fully understand that drafting such a list might present difficulties; however, **this specificity is crucial for us to maintain transparency and adherence to the terms of the agreement.***

We are keen to move forward and finalize our agreement, and to do so, it is imperative that we come to a mutually agreeable solution regarding this clause. We are open to further discussions and negotiations to find a satisfactory resolution that safeguards your interests without unduly hampering our ability to service other clients in the industry.

*Please let us know your availability for a follow-up meeting or call to discuss this matter in more detail. We believe that through proactive engagement, we can reach an **agreement that supports both our business objectives.***

Dear [Client's Name],

I hope this message finds you well.

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Use case zakaz konkurencji

Make your answer shorter.

/ less formal / more formal / assertive [...]

Focus on [...]

Dear [Client's Name],

I hope you're doing well.

I wanted to address the non-compete clause in our agreement discussions.

While we understand your need for market protection, the proposed broad restriction poses challenges for us, as we serve a wide range of clients.

To move forward, we need either a list of your direct competitors or a detailed description of the competitive solutions we are to avoid developing for others. This specificity will help us ensure compliance while respecting our ability to conduct business.

Could we schedule a call to discuss this further? We're eager to reach a solution that supports both our interests.

Thank you for your cooperation.

Use case zakaz konkurencji

Propose solutions that will address the interests of both parties.

1. Key Competitors List [...]
- 2. Competitive Solution Definition [...]**
3. Periodic Clause Review [...]
4. Customized Duration [...]
5. Conflict Resolution Mechanism [...]
6. Third-Party Mediator [...]
- 7. Industry Segmentation [...]**
- 8. Geographic Restrictions [...]**
9. Non-Solicitation Agreements [...]
10. Pilot Agreement [...]



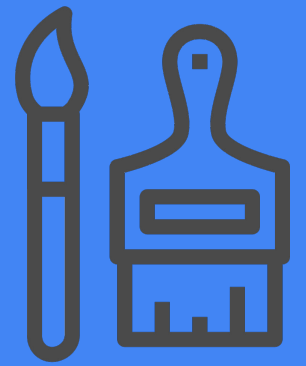
Use case zakaz konkurencji

Generate some arguments a supplier might use to advocate for a 'geographic restriction' and possible counterarguments from a client?



PROMPTY NEGATYWNE

Nie uwzględniaj [...] sposobów rozwiązywania sporów.



FORMA GRAFICZNA

Generate some arguments a supplier might use to advocate for a 'geographic restriction' and possible counterarguments from a client and **put it into a table format so it is easy to read.**

- 🌀 ChatGPT
- 🔍 Docsum
- 🌐 Negotiator Wordsmith
- 📄 Contract Navigator
- 🌍 image generator
- 🔗 Odkryj modele GPT

- Dzisiaj
- Upload contract for review
 - Making Arguments Persuasive
 - Contract Review Request
 - GPT-4o i nowe modele
 - Conversation Summary
- Wczoraj

Modele GPT

Odkryj i utwórz niestandardowe wersje czatbota ChatGPT, które łączą instrukcje, dodatkową wiedzę i dowolną kombinację umiejętności.

🔍 contract negotiation

Wszystkie



Contract Navigator

Assists in reviewing commercial contracts, sale or lease agreements. Identifies critic...

Autor: Contract Navigator 🗨️ 1K+



Negotiator Wordsmith

Expert editor for contract negotiations.

Autor: Michael Bates 🗨️ 40+



Docsum

AI Legal Contract Review and Negotiation Tool

Autor: Shaunak Turaga 🗨️ 20+



Contract Genius

Simplifies contracts, suggests negotiation tactics, enhances contract understanding...

Autor: OLAYIWOLA ALI AJIBODE 🗨️ 30+



Nie masz
pomysłów

Zaczniij
korzystać,
pomysły
przyjdą same



DZIĘKUJĘ!

LinkedIn: **Justyna Klimek**