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Legal AI 101 in Practice

Lessons Learned for Swiss Law
Firms and Legal Departments

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Zürich



Some observations

- **FOMO – Fear of Missing Out**

- When law firms fell for the siren songs of legal tech providers like Harvey & Co. with overpriced products
- When IT departments installed Copilot because it was the easiest choice even though users did not like it
- Solutions procured just to "be part of it", regardless of whether there was a reasonable business case

- **Misconceptions about what AI can realistically achieve**

- "What was that good indemnity clause I drafted two years ago?"
- "Turn this SPA into a buyer-friendly SPA for me."
- "Draft me this legal brief, based on a full research of all case law."
- "We can have all our work done by agents – I can just watch them working."

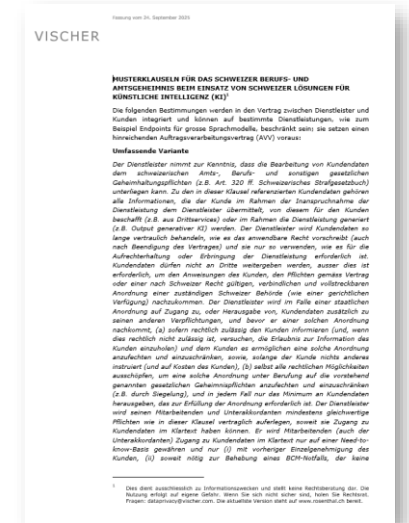
- **Over-expectations and underestimation**

- Efficiency gains to expect, quality of content (e.g., legal commentaries written by AI, contract reviews)
- Security, protection of data and professional secrecy ("my agent has the same privileges as I do")
- Expertise required to make full use of them (that many firms/companies do not have)

Legal AI

Some lessons learned

- **Users must be able to use AI with any data they have**
 - Manual or automatic anonymization is no real solution
 - Obtaining contracts that satisfy professional secrecy is challenging (see <https://redink.ai/api-providers>)
- **Professional secrecy: What to ask for in addition to a DPA/security**
 - Confidentiality obligation, including reference to professional secrecy, defend-your-data clause, and survival post contract termination
 - Data residency (and processing) in Switzerland or EEA
 - Zero Data Retention (recommended), operator access restricted
 - Abuse-monitoring opt-out
 - No use of customer data for own purposes (e.g., training)
- **Web-grounding and calling third-party database services**
 - Data may no longer be subject to above protections

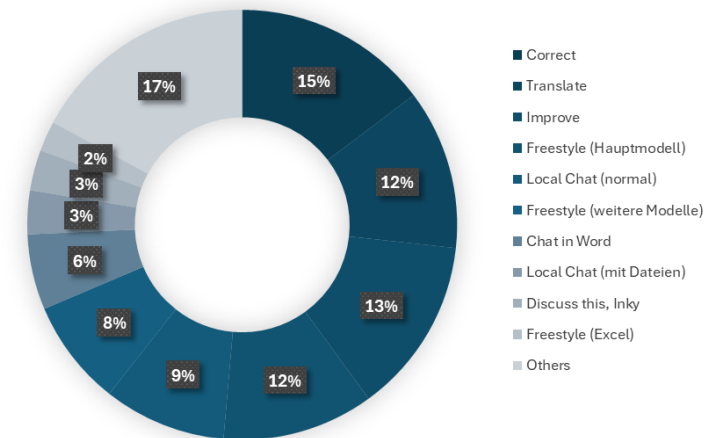


vischerlnk.com/3IuUQLO

Some lessons learned

- **Offer AI to everyone, not just lawyers**
 - Efficiency and quality gains have to be achieved everywhere
- **Start small, grow tall**
 - Simple functions (e.g., one-click-correction) get people's buy-in
 - Time & training will get them to use more advanced features
- **Good integration into existing workflows is key**
 - We work primarily in Word, Outlook and Excel, not in the browser
 - We work with track changes, formatting, Word bubbles
 - We don't want broken references or footnotes, no "ß"
 - We want to work with multiple documents simultaneously
 - We hate waiting for simple work (e.g., 4 vs. 40 seconds for a correction)
 - We want to be able to use our AI also when traveling without our notebook
 - We want to have access to our knowledge

Red Ink 1.3.-15.3.2026 (ohne Inky Autopilot)



Legal AI

Some lessons learned

Sehr geehrte Damen und Herren,

~~wir~~Wir vertreten Herrn Peter Meier, der uns mit der Wahrung seiner rechtlichen Interessen beauftragt hat. Die ~~entsprechenden-entsprechende~~ Vollmacht liegt diesem Schreiben bei.

Herr Meier buchte über das Reisebüro "Sonnenreise" einen Flug mit Ihrer Airline FlyHigh, gemäss den detaillierten Angaben in der Betreffzeile dieses Schreibens. ~~Der Flug mit dem planmässigen Abflugdatum 24. Mai 2024 wurde-war~~ aufgrund eines angeblichen ~~technischen Defekts an Ihrem Flugzeug um mehr als sieben Stunden verspätet.~~

Aufgrund dieser erheblichen Verspätung musste Herr Meier die Nacht am Flughafen verbringen und ~~verpaste-verpasste~~ dadurch wichtige Termine am nächsten Tag, was ihm erhebliche Unannehmlichkeiten und ~~Unkosten-Kosten~~ verursachte.

Wir fordern Sie daher im Namen und Auftrag unseres Mandanten auf, die vollständigen Kosten für den oben genannten Flug an Herrn Meier zurückzuerstatten. Das Reisebüro "Sonnenreise" agierte in diesem Fall lediglich als Vermittler. Der Anspruch auf Rückerstattung des Flugpreises besteht daher direkt gegenüber Ihnen als ~~ausführende ausführender~~ Fluggesellschaft FlyHigh. Unserem Mandanten kann ein weiteres Hin und Her zwischen Ihnen und dem Reisebüro nicht zugemutet werden. Er hat Anspruch auf eine direkte und zügige Klärung der Angelegenheit mit Ihnen.

Zahlen Sie den ~~vollständigen-vollständigen~~ Betrag der Flugkosten **bis spätestens 31. August 2024** auf das unten angegebene Konto. Andernfalls werden wir die Angelegenheit ohne weitere Vorankündigung ~~an-Sie~~ gerichtlich klären lassen ~~werden~~ und die entstehenden Kosten ebenfalls geltend machen.

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Rl: Präzisieren Sie die Forderungsgrundlage. Statt nur von "erheblichen Unannehmlichkeiten und Kosten" zu sprechen, sollten Sie die konkreten rechtlichen Grundlagen nennen. In Betracht kommt insbesondere die EU-Fluggastrechteverordnung (EG) Nr. 261/2004. Diese sieht bei einer Annullierung oder grossen Verspätung (je nach Flugdistanz) eine pauschale Ausgleichszahlung vor, die unabhängig von konkret entstandenen Kosten ist. Ein "angeblicher" technischer Defekt ist nur dann ein aussergewöhnlicher Umstand, der Sie von der Zahlungspflicht befreit, wenn er nicht auf mangelnde Wartung zurückzuführen ist. Fordern Sie daher auch Nachweise für die Natur des technischen Defekts.

22. März 2026, 11:03

Antworten

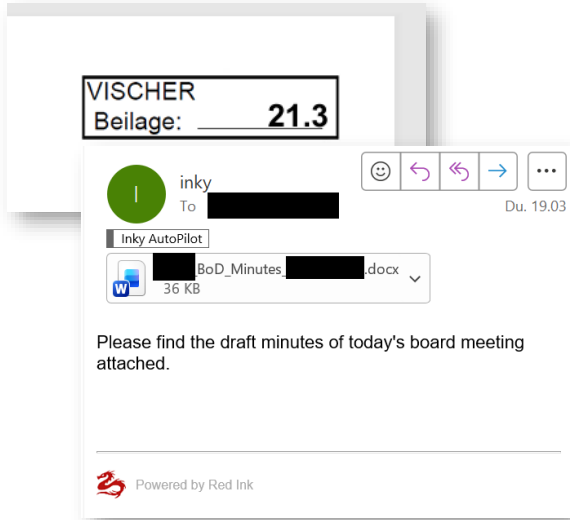
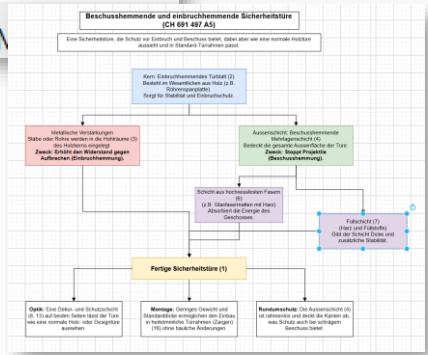
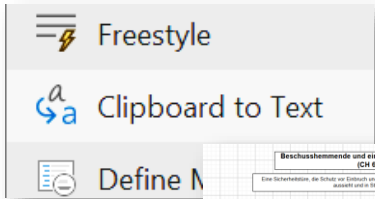
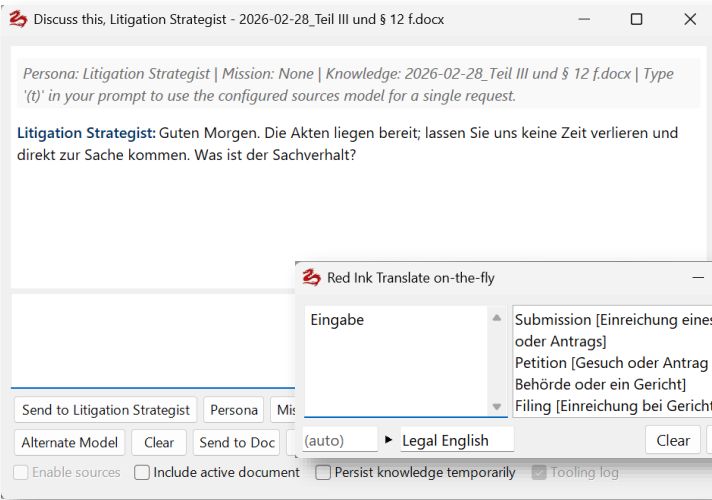
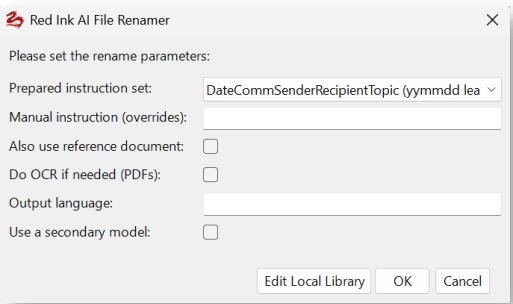
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Rl: Differenzieren Sie die Forderungen. Eine Rückerstattung der Flugkosten ist gemäss EU-

- More Convincing
- Apply Comment
- Apply Comment + Justify
- Apply Comment To Para
- Apply Comment To Para + Justify

Legal AI

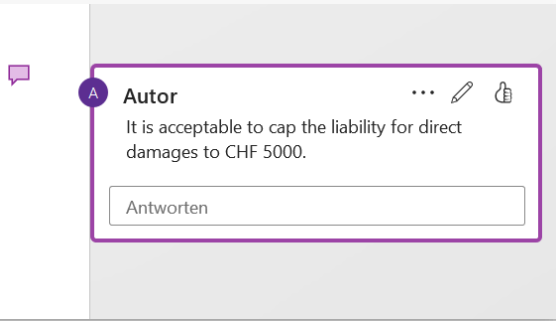
Some lessons learned



11. Limitation of Liability

To the fullest extent permitted by law, [Company Name] shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service.

12. Indemnification



Some lessons learned

- **Real-life documents are a challenge**
 - How are large documents or documents with many markups/difficult formatting handled?
 - PDFs without proper text overlays – do you have automatic OCR? Are people aware?
- **Consider how to serve your tool with context**
 - AI only works well if you provide it with context – but how will your tool get it?
 - How easily can you have your tool consider one or multiple documents?
 - How to integrate your existing knowledge base? How reliable can you search it?
- **Agents are also "only humans"**
 - How do they get context? How do you make sure they really do the work at consistent quality and without taking shortcuts? How easy is it really to implement playbooks?
 - Which permissions does your tool have (or just take)? Have you ever considered its security?
- **There must be a business case**
 - Does your monthly spending really pay out? Ever calculated your waiting time? Token-spend?



- **Contract with Google suitable for professional secrecy**
 - Contract addendum, zero data retention & abuse monitoring opt-out, processing in EEA
 - Fast state-of-the-art models (LLM, image generation, STT, TTS)
 - Additional models for variety (OpenAI, Anthropic, Perplexity, Microsoft)
- **Development of "Red Ink", a kind of an AI pocketknife**
 - Integrated into Word, Excel, and Outlook as well as in the browser
 - From simple functions like proofreading and translation to complex tasks like document and case analyses; agents for everyday use (can also be reached via email and phone)
- **Legal content from third party services**
 - Lexi Search, Onlinekommentar.ch, Lexfind, OpenCaseLaw, Entscheidsuche.ch and others more
 - Knowledge wikis built by AI (e.g., data protection know-how in 1'500 pages), M365 search
- **Broad adoption**
 - 70 percent overall staff, intensive use ("can't do without it anymore"), costs remain low

What challenges us

- **Technical limitations**
 - How far can the agentic concept be pushed? How can we ensure quality?
- **Procuring good content**
 - Good results with AI require good content, but important content sources are still denied to us (e.g., Legalis, Swisslex) and our document repositories are often not maintained for AI purposes
- **Automation Bias**
 - How do we ensure that AI output is critically questioned and that efficiency still increases?
- **No-skilling, de-skilling**
 - How do we ensure that our juniors learn our craft and that we do not become too lazy to think?
- **Constant further development**
 - How do we deal with the rapid technological development? How do we secure our internal know-how?
- **Impact on our work and role as lawyers**
 - Where is our business model headed if AI does things in minutes that used to take us hours?

Final comments

- **Start with small things – and just do it**
 - Simple, everyday helping functions as an entry point, keep hurdles low and let everyone use AI
- **Much is not plug & play – it takes work behind the scenes to get quality**
 - Evaluating and setting up models and sources, setting up playbooks etc. is not trivial
 - Make sure you have expert know-how within your organization
- **Beware of automation bias, no-skilling and de-skilling**
 - AI makes us think less and get lazy – we must fight against this
 - Human oversight is a misguided concept – human control is what counts
- **Our competitive advantage is not in the tool**
 - But in how well we know how to use AI to do our work better and more efficient
 - Reducing apprehension and arousing curiosity is important so that everyone can find and test suitable use cases in their area
 - Ensure not only training, but also "ad hoc" access to AI know-how to develop and implement use cases

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Thank you for your attention!

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