formative
LEGAL

MISSION-CRITICAL INFRA FOR LAWYERS RUNNING 7- TO 11-FIGURE TRANSACTIONS

The structured deal context your AI needs to become a colleague.

Matrix consolidates **every moving part in a deal** - every email, draft, side letter and election - into **one real-time, single-source-of-truth "Omnigraph"** that your existing AI calls into. **Overnight, your existing AI stack gains the tirelessness of a junior, the nuance of an associate, and the institutional memory of a partner.**

MODEL-AGNOSTIC | DETERMINISTIC GUARDRAILS FOR HUMAN & AGENTS | ZERO REPEAT TOKEN BURN

JUNE 2026

1. THE PROBLEM

Your legal AI still lacks the matter context to output work above trainee level.

Ask it for a comment memo and you get output at a basic trainee level and **requires extensive reworking**. You still end up doing the **nuanced 80%** that matters to the matter.

DISCRETE TASKS ONLY

It forgets deal context

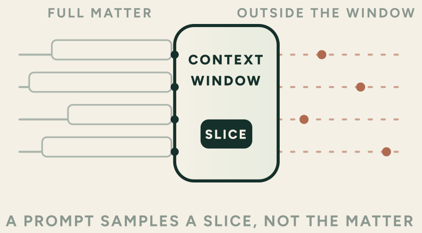
No memory between sessions or between tools. It answers **one query**, then loses the context - blind to the **thousands of clauses, elections and side letters** that move together on any live deal.

FIRST-SEAT-TRAINEE LEVEL OUTPUT

Low-quality output

It changes the entity name and **summarises the obvious**. It tells you borrowing is restricted - not how that **cascades into recycling, economics, the whole deal**. The judgement is still yours.

DEAL-SCALE DATA FAILS



It can't handle deal-scale data

Real matters are **too large for a prompt**: hundreds of drafts, email chains, side letters and elections. The AI **samples a slice, misses the dependencies**, and calls that the answer.

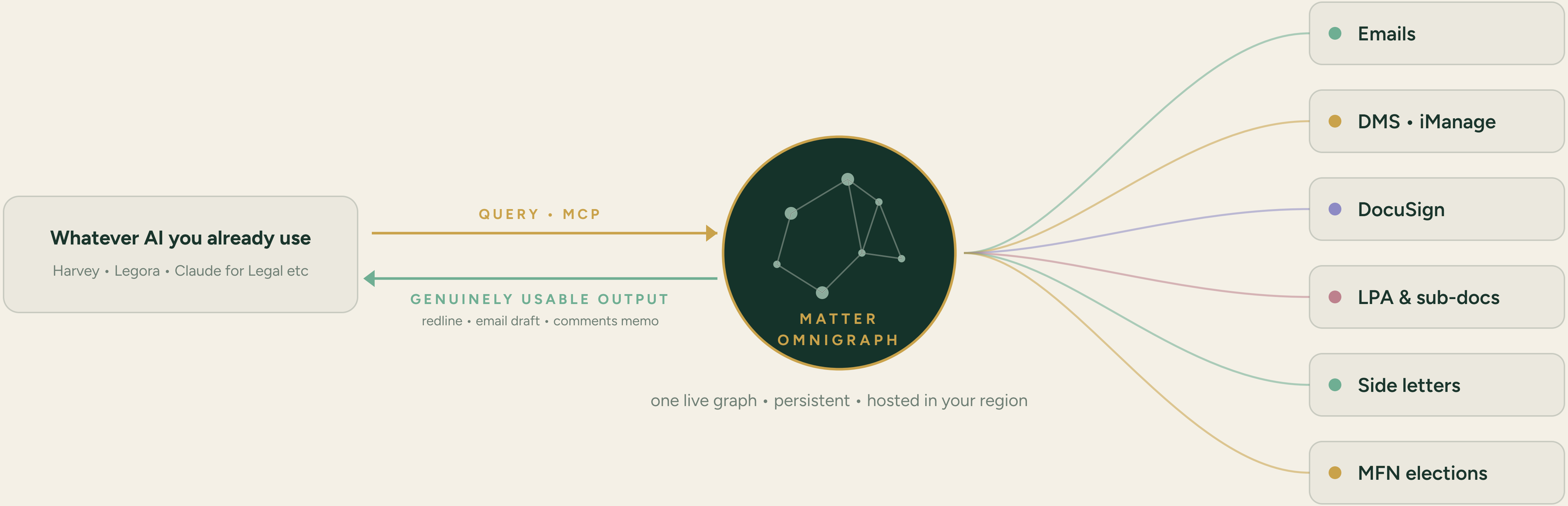
UNVERIFIABLE AT SCALE

Messy provenance (if any at all)

...that you just have to trust, and hope for the best. Even **99% accuracy** - which no one claims - is worthless if you don't know *where* the wrong 1% sits. **So you end up having to check 100%.**

It assists but doesn't deliver genuinely usable outputs, so no one lets it near a billion-pound deal.

Every source, live-updated into one single-source-of-truth Matter Omnigraph that persists between queries.



The live connective tissue of any matter. Matrix ingests and appends **every email, draft and signed document** (breaking down **all clauses and nuances** within those clauses) into **one live graph**, **hosted in your region**. It's **append-only** - so it remembers, and **never re-reads what it already knows**. And voilà, your AI can suddenly (actually) draft that **600-page SPA**, properly.

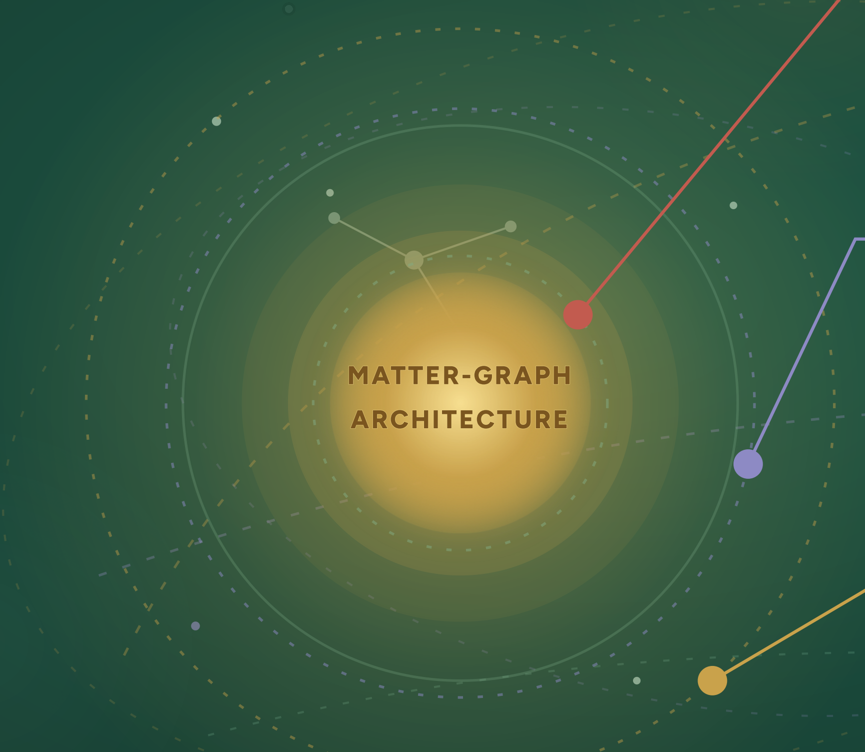
THE LLM NEVER GETS UNRESTRICTED ACCESS TO THE WHOLE MATTER GRAPH; MATRIX SERVES TO THE LLM PERMISSIONED, SCOPED CONTEXT ONLY, ON A NEED-TO-KNOW AND READ-ONLY BASIS, WITH NO PERMISSIONS TO MODIFY THE GRAPH.

DETAILED DATA SECURITY & COMPLIANCE MEMO AVAILABLE SEPARATELY

We're just getting started: v1 → v2 → v3 all compound from the correct base architecture.

Architectural throughlines

- **SINGLE SOURCE OF TRUTH**
  Answers, workflows and firm memory all call on the **same immutable record**.
- **BUILT-IN AUDITABILITY**
  Source trails are attached **from ingestion**, not reconstructed later.
- **STRICTLY PERMISSIONED**
  Matter data stays **sealed, region-hosted and scoped per user**.
- **AGENT HARNESSING**
  Retrieval becomes **workflow execution**, then institutional memory.
- **CROSS-MATTER INTELLIGENCE**
  The same schema unlocks **client and practice-area insight**.



V1: MCP SERVER • WEDGE

Existing AI gets the matter graph: answers, drafts and receipts inside the tools lawyers already use.

V2: DEAL ENGINE • WORKFLOW UI

The same graph runs workflows: drafting, trackers, eSigning, agents and practice-specific deal engines.

V3: FIRM BRAIN • CROSS-PRACTICE AREA QUERYABLE INTRANET

Structured knowledge becomes searchable across matters, clients and practice areas.

LAUNCH - YEAR 1

- **FUND FORMATION** — LPAs • side letters • MFN
- **FINANCE** — Leveraged + fund finance
- **CORPORATE M&A** — Private + public deals

ADJACENT EXPANSION • ROADMAP

- **REAL ESTATE** — Acquisition + finance
- **CAPITAL MARKETS** — ECM • DCM • securitisation
- **PROJECT FINANCE** — Infra • energy
- **RESTRUCTURING** — Multi-creditor

v1: same AI, drastically more usable outputs, with receipts - all from plugging it into the live context.

No new interface for fee-earners to learn. Matrix plugs the Matter Omnigraph into your **existing AI stack**, so AI output instantly upgrades from **trainee work you have to rework**, to **work you can trust** because each answer is tied to the record underneath.

BEFORE • SIMPLE LLM PASS

1.4.3 The Fund may invest in any assets or securities as the General Partner sees fit, without limitation as to sector, geography, concentration or asset class and in the best interests of the Fund.

1.4.4 The Limited Partner may transfer all or any portion of its interest to any affiliate or qualified institutional investor with prior written notice to the General Partner.

AFTER • YOUR LLM OF CHOICE, PLUGGED INTO OUR OMNIGRAPH MCP LAYER

1.4.3 The Fund may invest in any assets or securities as the General Partner sees fit, ~~without limitation as to sector, geography, concentration or asset class, provided the General Partner considers such investment to be in the best interests of the Fund~~ provided that (i) no single investment shall exceed 15% of Total Commitments, (ii) no investment shall be made in any entity that is publicly listed on a recognised stock exchange at the time of acquisition, (iii) no investment shall be made in any business whose primary activity involves the manufacture or sale of weapons, tobacco or fossil fuel extraction, and (iv) all investments shall be made in accordance with the Investment Policy set out in Schedule 2.

1.4.4 The Limited Partner ~~may~~ shall not transfer all or any portion of its interest in the Fund to any affiliate of the Limited Partner ~~or to any third party that is a qualified institutional investor~~, without the prior written consent of the General Partner. ~~The General Partner~~ [and such consent] shall not be unreasonably ~~withhold, delay or condition its consent to any other transfer. No transfer fee shall be charged in connection with any transfer~~ withheld, provided that the General Partner may withhold consent in its sole discretion where the proposed transferee is a competitor of the General Partner, the Fund or any Portfolio Company, or where such transfer does not meet the requirements of clause 6.5 of the LPA.

M **Matrix • Precedent library**
Pulled concentration and restricted-sector guardrails from Ravenstone Growth Fund III LPA clause 5.2 and Helix Continuation Fund II LPA clause 6.1.

M **Matrix • Cross-matter intelligence**
Suggested (iv) streamlines investor excuse rights concessions. Schedule 2 has been amended to reflect top 5 excuse or restriction rights from 70% of investor base of prior fund.

M **Matrix • Real-time comms**
Email from Amelie Laurent at 13:26 CET confirms Schedule 2 is the agreed source for investment restrictions and should be cross-referenced here.

M **Matrix • Market benchmarking**
2025 private funds benchmark set shows 82% of comparable LPAs preserve reasonable-consent language.

v1 is all about refining the ontology for every practice area, laying the groundwork for our v2: the Deal Engine.

v2 is the Deal Engine: one UI end-to-end for the entire deal lifecycle, with Omnigraph-harnessed agents working in-workflow.

Your associates can't keep running **billion-pound deals inside a chatbot**. Matrix collapses the work into **one matter workspace**, then uses the graph to **pre-empt what is relevant at each stage** and surface it - **right where the work happens**.

DRAFTING + DMS

Collaborative editor, **formatted exports**, matter files and **version control**, **all in one place**.

WORKFLOW OS

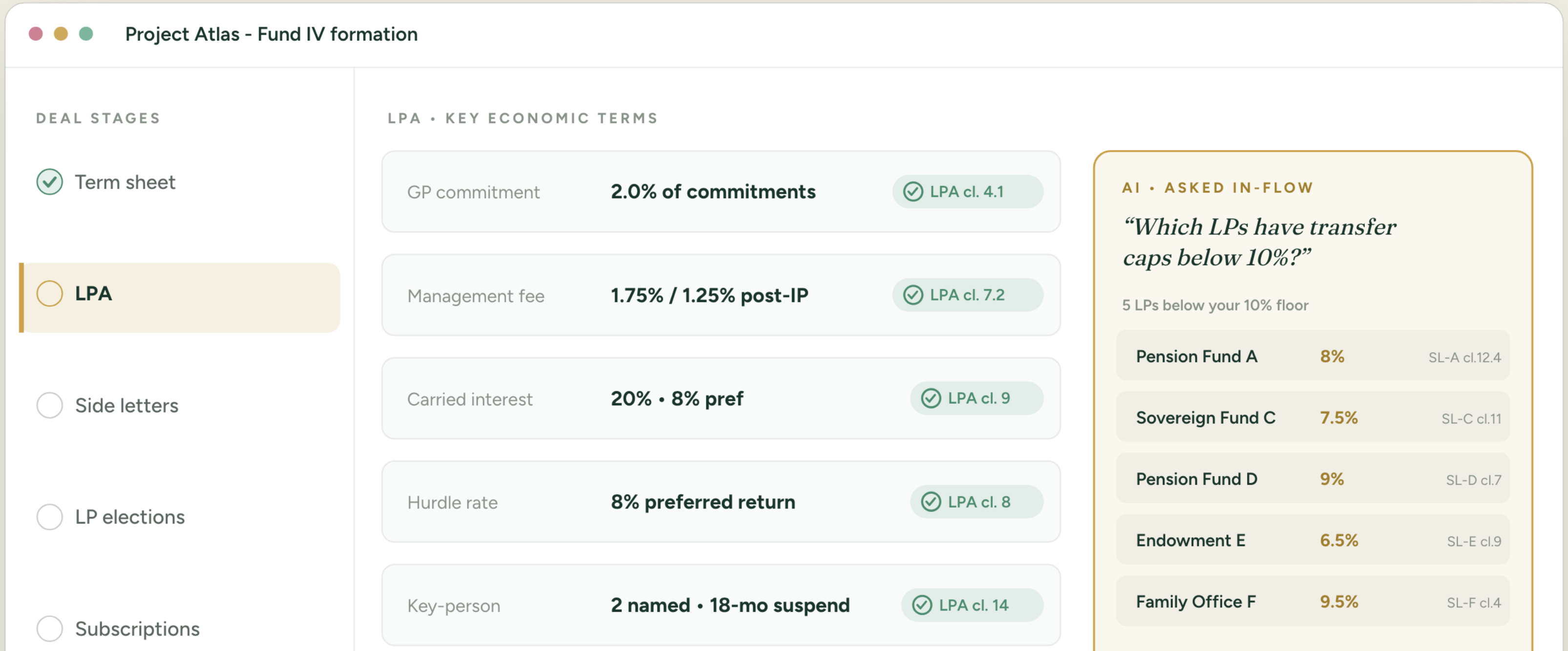
Trackers, eSigning, negotiation status and **automated processes** run off the **same deal record**.

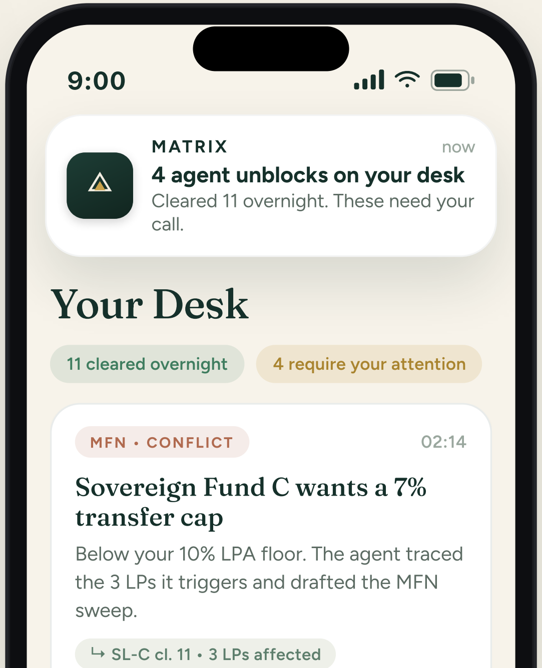
IN-FLOW, SEMI-AUTONOMOUS AGENTS

Agents propose answers, drafts, chasers and escalations **without waiting for users to prompt a chatbot** - with **strictly boundaried human-in-the-loop rules**.

PRACTICE AREA ENGINES

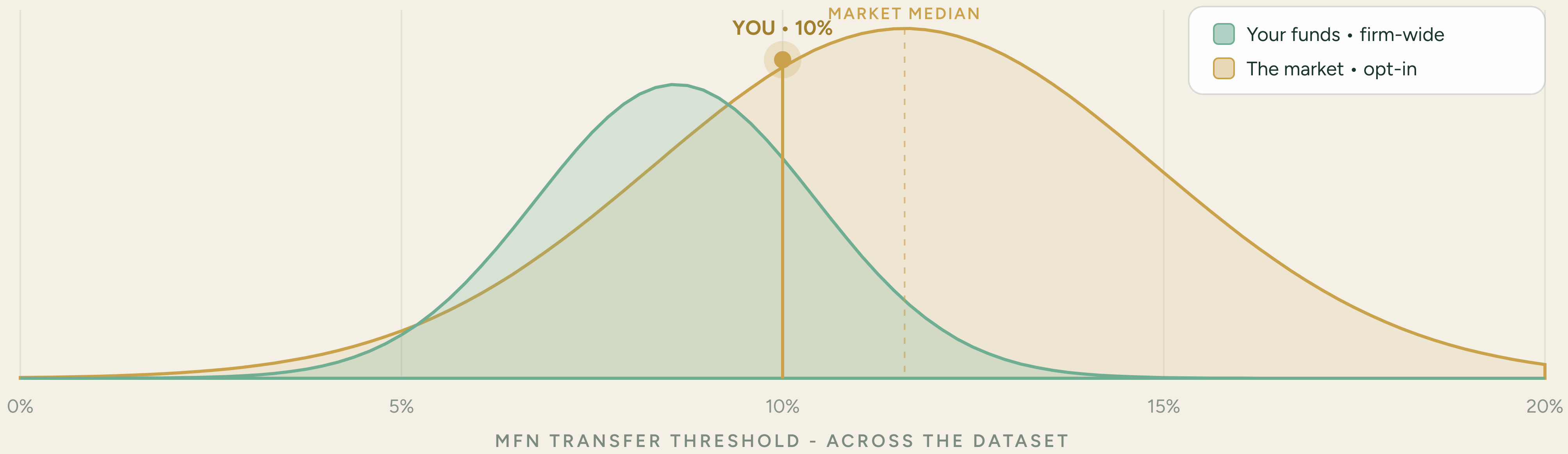
Any **process-driven practice area** is fair game for us.





Structured from ingestion - so cross-matter and cross-practice intelligence come for free.

A chatbot reads a document and forgets it. Matrix records **every term as structured data** the moment it lands - so a benchmark isn't a **post-hoc reconstruction**, it's a straightforward **query from the ground up**. See **exactly where a client sits** across fund formation, M&A, finance, project finance and beyond.



Every term is a queryable dimension - GP commitment | Carry | Management fee | MFN threshold | Key-person | Excuse rights

Firm-wide is yours from day one. Market intelligence is **opt-in - de-identified, aggregated and lagged**. The long-term prize is a **live client memory across practice areas**, because clients do not experience their transactions in neat departmental silos.

3 lawyers and an engineer between 2 repeat co-founders with a 7+ year track record of building together.

Two BAME, female, socially mobile lawyers. One bedroom startup founded 7 years ago that became the multi-award-winning social mobility charity, **STRIVE Talent**. Now building the **intelligence layer that transactional lawyers have needed for decades**. Between them: **transactional legal experience** and **technical vision** to build what nobody else has thought to build in quite this way.

Sana Shafi

CEO • PRACTISING LAWYER SPECIALISING IN FUND FORMATION (4 PQE, EX-KIRKLAND)

Six years in practice at top fund practices in the City; formation of funds with **AUM in the billions** is her bread and butter. She has done, manually, **everything Matrix is built to replace**. Sana does not have a theory about how transactional lawyers work: **she is one**. She has sat in every closing, negotiated every side letter, and managed every MFN process that Matrix handles. When she says the current workflow is broken, she means she lived it - just last Thursday. She is the **domain expert on call** who shapes design and schema decisions, tightening the feedback loop from months to minutes.

Bertilla Chow

CHIEF PRODUCT & TECHNICAL OFFICER • SOLICITOR & BARRISTER TURNED ONTOLOGY-OBSESSED SOFTWARE ENGINEER

Chancery-trained barrister. **Silver-circle trained solicitor**. **42-trained software engineer** with **systems/architecture depth** and **product/design instinct**. She has acted for Deutsche Bank, Goldman Sachs and Barclays on transactions up to **£350M**. As Chief of Staff at a fast-scaling professional services firm, she drove **40% revenue growth** while digitising its entire client base, sitting shoulder-to-shoulder with providers serving **1,000+ clients** and turning fine-grained, high-stakes workflows into **reliable, auditable agentic systems**. Her capability as a **high-resolution translator** between Sana's domain expertise and her varied skills stack means we can execute at breakneck velocity, with crystal clarity of vision, and stay leaner for longer.

Per matter, not per seat. Never more than a fraction of what the work is worth.

You pay for **matters we actually run**, never for seats you may or may not use. Price follows the **depth of the work**: lighter when Matrix is the graph layer behind your existing AI; fuller when Matrix becomes the workflow layer running the matter end to end.

PRICING FOLLOWS RESPONSIBILITY

GRAPH LAYER

MCP inside existing AI

answers, drafts and provenance where your lawyers already work

WORKFLOW LAYER

Deal Engine matter OS

workspace, workflows, agents, escalations and review loops

Fee is anchored to matter value, complexity and risk removed - not software headcount.

SCOPED TO THE MATTER

No seat tax. A small team and a large team pay for the same thing: the work Matrix is entrusted to run.

MODE-ADJUSTED

The MCP layer is priced as infrastructure. The Deal Engine is priced as operating leverage on the matter itself.

VALUE-PROTECTIVE

The buyer should feel the economics are obvious: a small slice of the value created, with upside left on the table.

Pilot first. The pilot costs nothing. Full stop. Sign as a **design partner** and lock in **founder economics** before list pricing hardens.

Be a design partner - and feel the difference overnight.

ASK #1

A matter - ideally a few

One live or recently-closed matter is all we need to start - but bring two or three and we'll show you **cross-matter analytics from Day 1** of deployment.

ASK #2

A non-binding LOI

A quick email to confirm that you'd like us to become a **pilot customer** - without committing to a full procurement process.

ASK #3

A domain champion

One person who knows the work who is open to questions on the real fine-grain as we build. They help shape the **schema and the workflows**, turning months of product iteration into weeks.

ONBOARDING • TWO STEPS, THE HEAVY LIFT IS OURS

1 INGEST

You share DMS access (or send us the matter bible)

We build an Omnigraph for each matter, **hosted in your region**. **No engineering time** from your side.

→

2 CONNECT

Half a day with your engineers

Once your Omnigraph is ready to deploy, your in-house team grants access for us to establish **MCP connection** between the Omnigraph and your **existing tooling** (Harvey or otherwise).

FOUNDERS@FORMATIVELEGAL.COM

BOOK A CALL →